



City of Wilmington  
1165 South Water Street  
Wilmington, IL 60481

**Agenda**  
**Regular City Council Meeting**  
**Wilmington City Hall**  
**Council Chambers**  
**January 17, 2023**

**7:00 p.m.**

**In Person & Via Zoom**

**join by video at:**

<https://us02web.zoom.us/j/87312234846?pwd=ZjF1OFgxU3JUMVRmL1pqbThZS0oxQT09>

**join by phone at:**

**1-312-626-6799**

**Meeting ID: 873 1223 4846 / Passcode: 293913**

*IN ACCORDANCE WITH PUBLIC ACT 101-0640, 5 ILCS 120/7(e), THIS CITY COUNCIL MEETING WILL BE HELD IN-PERSON AND REMOTELY BASED ON THE GUBERNATORIAL DISASTER DECLARATION AND THE MAYOR OF THE CITY OF WILMINGTON DETERMINING THAT A FULL IN-PERSON MEETING IS NOT PRACTICAL OR PRUDENT. MEMBERS OF THE GENERAL PUBLIC WILL BE ABLE TO VIEW AND PARTICIPATE IN THE MEETINGS REMOTELY AS WELL.*

**1. Call to Order by Mayor Dietz**

**2. Pledge of Allegiance**

**3. Roll Call by City Clerk**

Kevin Kirwin  
Dennis Vice  
Leslie Allred  
Todd Holmes

Ryan Jeffries  
Ryan Knight  
Jonathan Mietzner  
Thomas Smith

**4. Approval of the Previous City Council Meeting Minutes**

**5. Open Public Hearing**

Receiving And Considering Testimony And Public Comment On The Petition Of Adar Ridgeport Industrial Partners, LLC, Adar RPLL, LLC, And The City Of Wilmington, Illinois To Amend The Amended And Restated Annexation Agreement By And Among Adar Ridgeport Industrial Partners, LLC, Adar RPLL, LLC, Ridgeport Logistics Center Property Owners Association And The City Of Wilmington, Illinois (Ridgeport Logistics Center), As Amended, With Respect To An Extension Of Time For The Installation Of Certain Potable Water And Sanitary Sewer Lines In The Vicinity Of The Property Subject To The Proposed Amended Annexation Agreement

Posting Date:  
1/13/2023 3:51 PM jz

## **6. Close Public Hearing**

## **7. Open Public Hearing**

Receiving And Considering Testimony And Public Comment On The Petition Of Robert Rink, Martha Rink, Robert F. Rink, Jacquelyn K. Rink, And Rink Agricultural And Investment Partnership, LP For An Amendment To That Certain Annexation Agreement Dated February 16, 2010, By And Between The City Of Wilmington, Illinois And Robert Rink, Martha Rink, Robert F. Rink, Jacquelyn K. Rink And Rink Agricultural And Investments, LP (“Proposed Amended Annexation Agreement”), With Respect To An Extension Of Time For The Installation And Connection Of Certain Potable Water And Sanitary Sewer Lines To The Property Subject To The Proposed Amended Annexation Agreement And With Respect To An Extension Of Time For A Property Tax Abatement Relative To The Property Subject To The Proposed Amended Annexation Agreement

## **8. Close Public Hearing**

## **9. Open Public Hearing**

Receiving And Considering Testimony And Public Comment On The Petition Of Tameling Management and Investments Series, LLC For an Amendment to That Certain Annexation Agreement Dated February 16, 2010, By and Between the City of Wilmington, Illinois and Tameling Management and Investments Series, LLC (“Proposed Amended Annexation Agreement”), With Respect to An Extension of Time for The Installation and Connection of Certain Potable Water and Sanitary Sewer Lines to The Property Subject to The Proposed Amended Annexation Agreement.

## **10. Close Public Hearing**

## **11. Mayor’s Report**

- a. Approve Resolution No. 2023-01, A Resolution Endorsing the Metropolitan Mayors Caucus’ Greenest Region Compact

## **12. Public Comment** *(State your full name clearly; limit 3 minutes each per Ordinance 19-06-18-01)*

## **13. Planning & Zoning Commission**

The next meeting is scheduled for February 2, 2023, at 5:00 pm

## **14. Committee of the Whole**

### **A. Police & ESDA**

*Co-Chairs – Jonathan Mietzner and Leslie Allred*

### **B. Ordinance & License**

*Co-Chairs – Kevin Kirwin and Ryan Knight*

### **C. Buildings, Grounds, Parks, Health & Safety**

*Co-Chairs – Ryan Jeffries and Thomas Smith*

**D. Water, Sewer, Streets & Alleys**

*Co-Chairs – Todd Holmes and Dennis Vice*

1. Approve Final Engineer's Payment Estimate #13, as recommended by ESI, Payable to Austin Tyler Construction in the of \$117,916.26 for the South Arsenal Road and IL Rte 53 Project (08-00042-00-WR)
2. Approve & Authorize the City Administrator to Execute the Final Report of Expenditures in the Award of \$2,440,728.87 for the South Arsenal Road and IL Rte 53 Project (08-00042-00-WR)
3. Discussion of Public Works Vehicle Purchase

**E. Personnel & Collective Bargaining**

*Co-Chairs – Jonathan Mietzner and Todd Holmes*

**F. Finance, Administration & Land Acquisition Committee**

*Co-Chairs – Kevin Kirwin and Ryan Jeffries*

1. Approve the Accounting Reports
2. Approve Resolution 2023-02, A Resolution Approving the First Data Omaha Account User Information Change for the City of Wilmington
3. Approve the National Business Furniture Quote in an amount not exceeding \$26,034.99
4. Approve the West Flooring Company, Inc. Quote in an amount not exceeding \$16,400
5. Approve & Authorize the Execution of a Contract with Hairbanger's Ball in an amount not exceeding \$4,500
6. Approve Ordinance 22-01-17-01, An Ordinance Authorizing the Execution of a Sixth Amendment to the Amended and Restated Annexation Agreement by and Among Adar Ridgeport Industrial Partners, LLC, Adar RPLL, LLC, Ridgeport Logistics Center Property Owners Association and the City of Wilmington, Illinois (Ridge Port Logistics Center)
7. Approve Ordinance 22-01-17-02, An Ordinance Authorizing the Execution of a Second Amendment to the Annexation Agreement Dated February 16, 2010, by and between the City, Robert Rink, Martha Rink, Robert F. Rink, Jacquelyn K. Rink and Rink Agricultural and Investment Partnership, LP
8. Approve Ordinance 22-01-17-03, An Ordinance Authorizing the Execution of a Sixth Amendment to the Amended and Restated Annexation Agreement by and among the City of Wilmington, Illinois and Tameling Management and Investments Series, LLC

**15. Attorney & Staff Reports**

## **16. Executive Session**

- Appointment, Employment, Dismissal, Compensation, Discipline and Performance of an Employee of the City of Wilmington [ILCS 120/2(c)(1)]
- Collective negotiating matters between the City of Wilmington (public body) and its employees [ILCS 120/2(c)(2)]
- Matters of Land Acquisition [ILCS 2(c)(5) and 2(c)(6)]
- Probable or Imminent Litigation and Pending Litigation [ILCS 2(c)(11)]

## **17. Possible Action Following Executive Session**

## **18. Adjournment**

**The next regular City Council meeting is scheduled for February 7, 2023, at 7:00 PM**

**Minutes of the Regular Meeting of the  
Wilmington City Council  
Wilmington City Hall  
1165 South Water Street  
January 3, 2022**

**Call to Order**

The Regular Meeting of the Wilmington City Council on January 3, 2023, was called to order at 7:00 p.m. by Mayor Ben Dietz in the Council Chamber of the Wilmington City Hall.

**Roll Call**

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

**Aldermen Present** Knight, Jeffries, Vice, Mietzner, Smith

**Aldermen Present via Zoom** Kirwin

**Alderman Absent** Allred, Holmes

**Quorum**

There being a sufficient number of members of the corporate authorities in attendance to constitute a quorum, the meeting was declared in order

**Other Officials in Attendance**

Also, in attendance were City Administrator Jeannine Smith, Finance Director Nancy Gross, Chief of Police Adam Zink, Public Works Director James Gretencord, City Attorney Bryan Wellner, and Deputy City Clerk Joie Ziller

**Approval of the Previous Regular City Council Meeting**

Alderman Knight made a motion and Alderman Mietzner seconded to approve the December 20, 2022 meeting minutes with the necessary changes and have them placed on file

Upon roll call, the vote was:

**AYES:**        6 Kirwin, Jeffries, Vice, Mietzner, Smith, Knight

**NAYS:**        0

The motion carried.

**Mayor's Report**

Mayor Dietz administered the oath of office to Patrolmen Kollin Salazar

**Public Comment**

Marty Orr provided clarification on the Catfish Days Fund and announced that July 20 through 23 are the festival dates for 2023.

**Planning & Zoning Commission**

The next meeting is scheduled for January 12, 2023.

**Committee of the Whole Reports**

**A. Police & ESDA**

*Co-Chairs – Jonathan Mietzner and Leslie Allred*

Nothing at this time

**B. Ordinance & License**

*Co-Chairs – Kevin Kirwin and Ryan Knight*

Nothing at this time

**C. Buildings, Grounds, Parks, Health & Safety**

*Co-Chairs – Ryan Jeffries and Thomas Smith*

Nothing at this time

**D. Water, Sewer, Streets & Alleys**

*Co-Chairs – Todd Holmes and Dennis Vice*

Nothing at this time

**E. Personnel & Collective Bargaining**

*Co-Chairs – Jonathan Mietzner and Todd Holmes*

Nothing at this time

**F. Finance, Administration & Land Acquisition Committee**

*Co-Chairs – Kevin Kirwin and Ryan Jeffries*

Nothing at this time

**Attorney & Staff Reports**

Chief Zink stated that active shooter training at Wilmington High School is scheduled for January 9<sup>th</sup>.

**Executive Session**

Alderman Vice made a motion and Alderman Mietzner seconded to go into Executive Session at 7:12 PM to discuss the Appointment, Employment, Dismissal, Compensation, Discipline, and Performance of an Employee of the City of Wilmington [ILCS 120/2(c)(1)]

Upon roll call, the vote was:

**AYES:**        6   Kirwin, Jeffries, Vice, Mietzner, Smith, Knight

**NAYS:**        0

The motion carried.

Alderman Vice made a motion and Alderman Mietzner seconded to close Executive Session at 7:38 PM

Upon roll call, the vote was:

**AYES:**        6   Kirwin, Jeffries, Vice, Mietzner, Smith, Knight

**NAYS:**        0

The motion carried.

**Action Taken Following Executive Session**

Alderman Mietzner made a motion and Alderman Jeffries seconded to approve and authorize the execution of a Collective Bargaining Agreement Between the City of Wilmington and Metropolitan Alliance of Police Chapter 129

Upon roll call, the vote was:

**AYES:**     6   Kirwin, Knight, Smith, Vice, Mietzner, Jeffries

**NAYS:**     0

The motion carried.

**Adjournment**

The motion to adjourn the meeting was made by Alderman Mietzner and seconded by Alderman Jeffries.

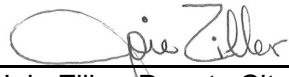
Upon roll call, the vote was:

**AYES:**     6   Kirwin, Knight, Smith, Vice, Mietzner, Jeffries

**NAYS:**     0

The motion carried. The City of Wilmington City Council's regular meeting on January 20, 2023, adjourned at 7:40 p.m.

Respectfully submitted,



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

CERTIFICATE OF PUBLICATION

STATE OF ILLINOIS } Ss.  
County of Will,

Certificate of the Publisher

**Free Press Newspapers** certifies that it is the publisher of the **The Free Press Advocate**

**The Free Press Advocate** is a secular newspaper, has been continuously published **weekly** for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the city of Wilmington, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5. A notice, relating to the matter of:

**Wilmington City Council hearing to review Ridgeport amended annexation agreement**

a true copy of which is attached, was published one times in **The Free Press Advocate**, namely one time per week for one successive weeks. The first publication of the notice was made in the newspaper, dated and published on December 28, 2022, and the last publication of the notice was made in the newspaper dated and published on December 28, 2022. This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1. In witness, the Free Press Advocate has signed this certificate by **Eric D. Fisher**, its publisher, at Wilmington, Illinois, on December 28, 2022.

**Free Press Newspapers**

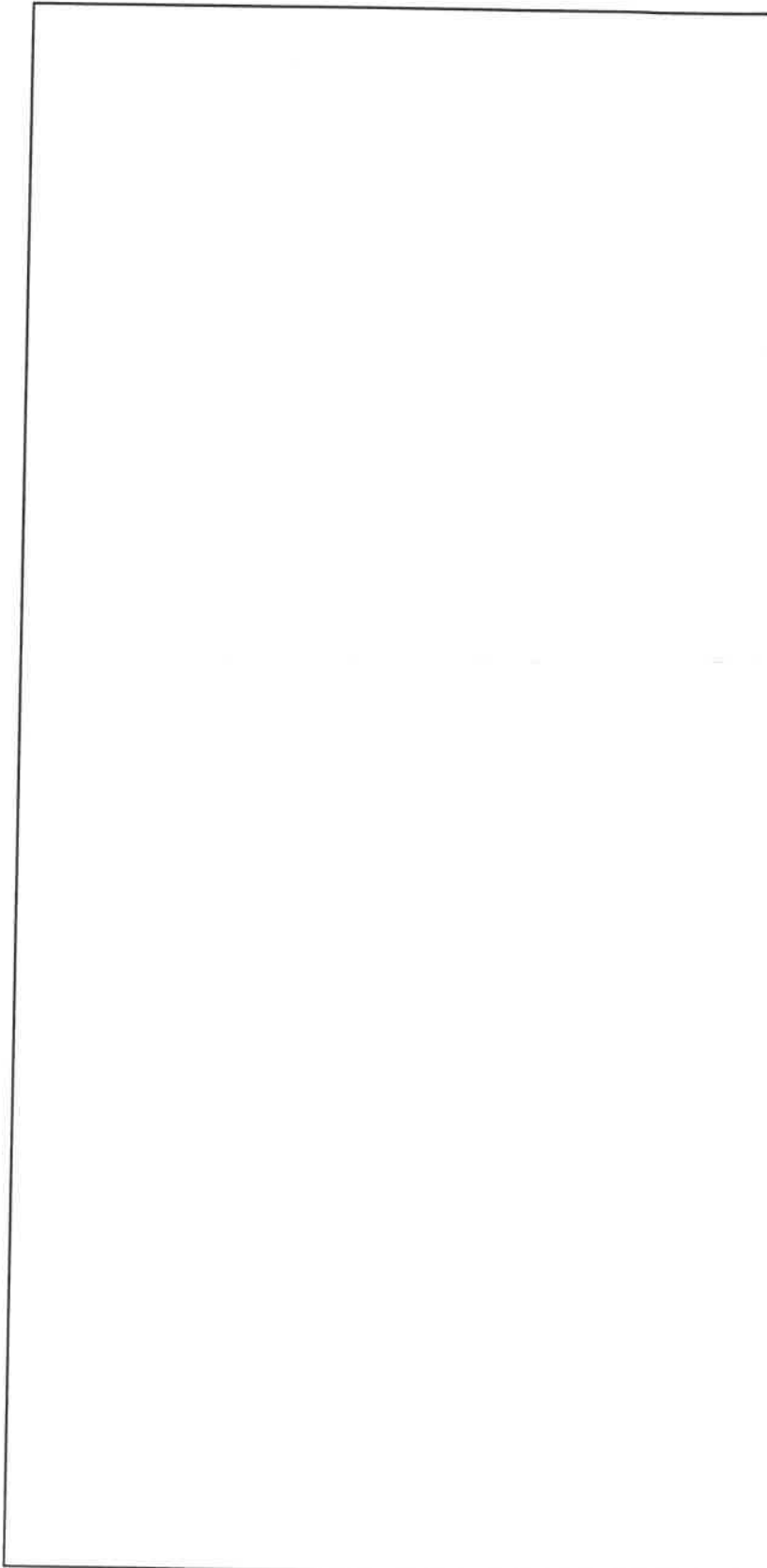
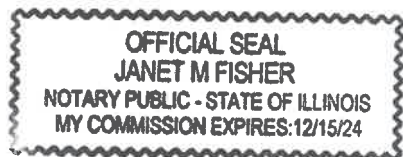
By *Eric D. Fisher*, Publisher  
Eric D. Fisher

Printer's Fee \$ 1,262.40

Given under my hand on December 28, 2022

*Janet M. Fisher*

Janet M. Fisher, Notary Public





**NOTICE OF PUBLIC HEARING  
CITY COUNCIL OF THE CITY OF WILMINGTON, IL**

NOTICE IS HEREBY GIVEN THAT ON JANUARY 17, 2023 AT 7:00 P.M., A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL OF THE CITY OF WILMINGTON AT THE CITY HALL LOCATED AT 1155 S. WATER STREET, WILMINGTON, ILLINOIS. PURSUANT TO 65 ILCS 5/11-15.1-1 ET SEQ., FOR THE PURPOSE OF RECEIVING AND CONSIDERING TESTIMONY AND PUBLIC COMMENT ON THE PETITION OF ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC, ADAR RPLL, LLC, AND THE CITY OF WILMINGTON, ILLINOIS TO AMEND THE AMENDED AND RESTATED ANNEXATION AGREEMENT BY AND AMONG ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC, ADAR RPLL, LLC, RIDGEPORT LOGISTICS CENTER PROPERTY OWNERS ASSOCIATION AND THE CITY OF WILMINGTON, ILLINOIS (RIDGEPORT LOGISTICS CENTER), AS AMENDED, WITH RESPECT TO AN EXTENSION OF TIME FOR THE INSTALLATION OF CERTAIN POTABLE WATER AND SANITARY SEWER LINES IN THE VICINITY OF THE PROPERTY SUBJECT TO THE PROPOSED AMENDED ANNEXATION AGREEMENT. THE FORM OF THE PROPOSED AMENDED ANNEXATION AGREEMENT IS ON FILE WITH THE CITY CLERK. YOU ARE FURTHER NOTIFIED THAT THE PROPOSED AMENDED ANNEXATION AGREEMENT MAY BE CHANGED, ALTERED, MODIFIED, AMENDED OR REDRAFTED IN ITS ENTIRETY AFTER THE PUBLIC HEARING, ALL INTERESTED PARTIES ARE INVITED TO ATTEND THE PUBLIC HEARING AND WILL BE GIVEN AN OPPORTUNITY TO BE HEARD. THE PROPERTY TO BE SUBJECT TO THE PROPOSED AMEND ANNEXATION AGREEMENT IS AS FOLLOWS:

LEGAL DESCRIPTION OF AREA TO BE ANNEXED

PARCEL 1: (A-24)

THE NORTH 263.13 FEET OF THE SOUTH 1,350.95 FEET OF THE WEST 840.83 FEET OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

TAX PIN. 03-17-21-300-012

PARCEL 2: (A-25)

THE NORTH 181.31 FEET OF THE SOUTH 1,037.86 FEET OF THE WEST 840.83 FEET OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN. IN WILL COUNTY, ILLINOIS.

TAX PIN. 03-17-21-300-014

PARCEL 3: (A-27)

THE NORTH 181.31 FEET OF THE SOUTH 725.24 FEET OF THE WEST 840.83 FEET OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS.

TAX PIN. 03-17-21-300-013

PARCEL 4: (A-28)

THE NORTH 181.31 FEET OF THE SOUTH 543.93 FEET OF THE WEST 840.83 FEET OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

TAX PIN. 03-17-21-300-019

PARCEL 5: (A-29 & A-30)

THE NORTH 181.31 FEET OF THE SOUTH 362.62 FEET OF THE WEST 840.83 FEET OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

TAX PIN. 03-17-21-300-020

TAX PIN. 03-17-21-300-022

PARCEL 6: (A-31)

THE SOUTH 181.31 FEET OF THE WEST 840.83 FEET OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN. IN WILL COUNTY, ILLINOIS.

TAX PIN. 03-17-21-300-021

TOGETHER WITH THE ENTIRE RIGHT OF WAY OF KAVANAUGH ROAD ADJACENT TO PARCELS 1 THROUGH 6 DESCRIBED ABOVE.

THE NORTH 10 ACRES OF THE SOUTH 30 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PIN #17-16-300-007-0000

AND

THE NORTH 40 RODS (660 FEET) OF THE EAST 40 RODS (660 FEET) OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 33 NORTH, RANGE. 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART TAKEN FOR PUBLIC ROAD PURPOSES PER DOCUMENT NO. R2005-192642, DESCRIBED AS FOLLOWS: THAT PART OF SAID NORTHEAST 1/4 BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4; THENCE SOUTH 01 DEGREE 08 MINUTES 36 SECONDS EAST 109.47 FEET ALONG THE EAST LINE OF SAID NORTHEAST 1/4; THENCE SOUTH 88 DEGREES 51 MINUTES 24 SECONDS WEST 33.00 FEET; THENCE NORTH 46 DEGREES 08 MINUTES 34 SECONDS WEST 70.71 FEET TO A POINT 60.00 FEET SOUTH AS MEASURED PERPENDICULAR WITH THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE SOUTH 89 DEGREES 13 MINUTES 30 SECONDS WEST 576.94 FEET ALONG A LINE. 60.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4 TO A POINT ON THE WEST LINE OF SAID EAST 40 RODS (660 FEET) OF SAID NORTHEAST 1/4; THENCE NORTH 01 DEGREE 08 MINUTES 36 SECONDS WEST 60.00 FEET ALONG

SAID WEST LINE OF THE EAST 40 RODS (660 FEET) TO ITS INTERSECTION WITH SAID NORTH LINE OF THE NORTHEAST 1/4; THENCE. NORTH 89 DEGREES 13 MINUTES 30 SECONDS EAST 660.00 FEET ALONG SAID NORTH LINE OF THE NORTHEAST 1/4 TO THE POINT OF BEGINNING; AND ALSO EXCEPT THAT PART TAKEN FOR PUBLIC ROAD PURPOSES PER DOCUMENT NO. R2006-128098 DESCRIBED AS BEING THE EAST 33 FEET OF THE NORTH 40 RODS (660 FEET) OF THE EAST 40 RODS (660 FEET) OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 17, IN WILL COUNTY, ILLINOIS.

TOGETHER WITH THE RIGHT-OF-WAY OF LORENZO ROAD ADJOINING TO AND CONTIGUOUS WITH THE ABOVE-DESCRIBED PROPERTY.

AND

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

ADDRESS: 29929 S. KAVANAUGH RD., WILMINGTON, ILLINOIS

60481 PIN NC): 03-17-16-300-005-0000

PIN: 03-17-20-200-020-0000 / 5.37 ACRES

THE SOUTH 182 35 FEET OF THE NORTH 1095.76 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 114 OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS 30430 S. KAVANAUGH RD

PIN: 03-17-20-200-013-0000 10 ACRES

PARCEL 1: THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH. RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LAYING WEST OF THE WEST LINE OF THE EAST 634.95 FEET AND LAYING EAST OF THE EAST LINE OF THE WEST 330 THEREOF; TOGETHER WITH

PARCEL 2: THAT PART OF THE SOUTH 39.39 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 20, LAYING WEST OF THE WEST LINE OF THE EAST 634.95 FEET AND LAYING EAST OF THE EAST LINE OF THE WEST 330.00 THEREOF ALL IN WILL COUNTY, ILLINOIS. 24946 MURPHY RD

PIN: 03-17-20-201-004-0000 / 0.80 ACRES

LOT 1 IN PINE GREEN SUBDIVISION OF THE NORTH 371 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, WILL COUNTY, ILLINOIS, RECORDED SEPTEMBER 21, 1978, AS DOCUMENT NO. R78-37511 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 24, 1979 AS DOCUMENT NO. R79-17607.

PIN: 03-17-20-401-001-0000 / 1 ACRE

LOT 10 IN PINE GREEN SUBDIVISION OF THE NORTH 371 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, WILL COUNTY, ILLINOIS, RECORDED SEPTEMBER 21, 1978, AS DOCUMENT NO. R78-37511 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 24, 1979 AS DOCUMENT NO. R79-17607. 24847 MURPHY RD

PIN: 03-17-20-401-002-0000 / 0.84 ACRES

LOT 9 IN PINE GREEN SUBDIVISION OF THE NORTH 371 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, WILL COUNTY, ILLINOIS, RECORDED SEPTEMBER 21, 1978, AS DOCUMENT NO. R78-37511 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 24, 1979 AS DOCUMENT NO. R79-17607. 24945 W. MURPHY RD

PIN: 03-17-20-401-003-0000 0.87 ACRES

LOT 8 IN PINE GREEN SUBDIVISION OF THE NORTH 371 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, WILL COUNTY, ILLINOIS, RECORDED SEPTEMBER 21, 1978, AS DOCUMENT NO. R78-37511 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 24, 1979 AS DOCUMENT NO. R79-17607. 24931 W. MURPHY RD

PIN: 03-17-20-401-004-0000 / 1 ACRE

LOT 7 IN PINE GREEN SUBDIVISION OF THE NORTH 371 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, WILL COUNTY, ILLINOIS, RECORDED SEPTEMBER 21, 1978, AS DOCUMENT NO. R78-37511 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 24, 1979 AS DOCUMENT NO. R79-17607. 24919 MURPHY RD

PIN: 03-17-20-401-005-0000 / 1 ACRE

LOTS 6 IN PINE GREEN SUBDIVISION OF THE NORTH 371 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, WILL COUNTY, ILLINOIS, RECORDED SEPTEMBER 21, 1978, AS DOCUMENT NO. R78-37511 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 24, 1979 AS DOCUMENT NO. R79-17607. 24907 MURPHY RD

PIN: 03-17-20-401-006-0000 / 1 ACRE

LOT 5 IN PINE GREEN SUBDIVISION OF THE NORTH 371 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, WILL COUNTY, ILLINOIS, RECORDED SEPTEMBER 21, 1978, AS DOCUMENT NO. R78-37511 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 24, 1979 AS DOCUMENT NO. R79-17607. 24859 MURPHY RD

PIN: 03-17-20-401-007-0000 / 1 ACRE

LOT 4 IN PINE GREEN SUBDIVISION OF THE NORTH 371 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, WILL COUNTY, ILLINOIS, RECORDED SEPTEMBER 21, 1978, AS DOCUMENT NO. R78-37511 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 24, 1979 AS DOCUMENT NO. R79-17607. 24857 W. MURPHY RD

PIN: 03-17-20-401-008-0000 / 1 ACRE

LOT 3 IN PINE GREEN SUBDIVISION OF THE NORTH 371 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, WILL COUNTY, ILLINOIS, RECORDED SEPTEMBER 21, 1978, AS DOCUMENT NO. R78-37511 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 24, 1979 AS DOCUMENT NO. R79-17607. W. MURPHY RD

PIN: 03-17-20-401-009-0000 / 1 ACRE

LOT 2 IN PINE GREEN SUBDIVISION OF THE NORTH 371 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILMINGTON TOWNSHIP, WILL COUNTY, ILLINOIS, RECORDED SEPTEMBER 21, 1978, AS DOCUMENT NO. R78-37511 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED MAY 24, 1979 AS DOCUMENT NO. R79-17607. 24825 W. MURPHY RD

PIN: 03-17-21-100-032-0000 / 2.5 ACRES

THE WEST HALF OF THE FOLLOWING PARCEL TAKEN AS A TRACT: THE WEST 335.08 FEET OF THE EAST 365.08 FEET OF THE SOUTH 650 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS 24630 W. MURPHY RD

PIN: 03-17-21-100-031-0000 / 2.5 ACRES

THE EAST HALF OF THE FOLLOWING PARCEL TAKEN AS A TRACT: THE WEST 335.08 FEET OF THE EAST 365.08 FEET OF THE SOUTH 650 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS. 30626 RAGAIN LN

PIN: 03-17-21-100-006-0000 / 10.22 ACRES

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 21, IN TOWNSHIP 33 NORTH RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 555 FEET EAST OF THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21, AND RUNNING EAST 60 FEET ALONG THE PUBLIC HIGHWAY, THENCE NORTH 165 FEET, THENCE WEST 60 FEET, THENCE SOUTH 165 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS. 24510 MURPHY RD

PIN: 03-17-21-200-011-0000 / 5.06 ACRES

THAT PART OF THE NORTH HALF OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN. DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 21; THENCE SOUTH 87 DEGREES 54 MINUTES 23 SECONDS WEST 299.31 FEET, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, TO ITS INTERSECTION WITH THE CENTER OF AN EXISTING DRAINAGE DITCH; THENCE NORTH 50 DEGREES 50 MINUTES 56 SECONDS EAST 46.05 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 49 DEGREES 03 MINUTES 55 SECONDS EAST 28.72 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 71 DEGREES 09 MINUTES 45 SECONDS EAST 61.66 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 57 DEGREES 32 MINUTES 46 SECONDS EAST 47.50 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 70 DEGREES 46 MINUTES 02 SECONDS EAST 68.73 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 64 DEGREES 14 MINUTES 53 SECONDS EAST 82.22 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 65 DEGREES 51 MINUTES 04 SECONDS EAST 116.11 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 67 DEGREES 09 MINUTES 45 SECONDS EAST 139.36 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 63 DEGREES 17 MINUTES 41 SECONDS EAST 67.71 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 68 DEGREES 00 MINUTES 28 SECONDS EAST 205.43 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 71 DEGREES 19 MINUTES 40 SECONDS EAST 78.05 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 60 DEGREES 07 MINUTES 50 SECONDS EAST 151.11 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 13 DEGREES 29 MINUTES 27 SECONDS EAST 141.67 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 09 DEGREES 16 MINUTES 23

SECONDS EAST 86.79 FEET, ALONG SAID CENTER OF DRAINAGE DITCH; THENCE NORTH 88 DEGREES 05 MINUTES 31 SECONDS EAST 61.71 FEET, TO AN IRON PIPE ON THE WESTERLY LINE OF THE PROPERTY CONVEYED BY DOCUMENT NO. R83-38006; THENCE SOUTH 09 DEGREES 51 MINUTES 57 SECONDS WEST 234.71 FEET (MEASURED), SOUTH 11 DEGREES 50 MINUTES 41 SECONDS WEST 235.06 (RECORDED), ALONG SAID WESTERLY LINE OF DOCUMENT NO. R83-38006, TO AN IRON PIPE; THENCE SOUTH 02

DEGREES 02 MINUTES 44 SECONDS EAST 416.28 FEET (MEASURED), SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 413.87 FEET (RECORDED), ALONG SAID WESTERLY LINE OF DOCUMENT NO. R83 38006. TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE SOUTH 87 DEGREES 54 MINUTES 23 SECONDS WEST 644.67 FEET, ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER, TO A POINT 125.20 FEET (MEASURED), 125.00 FEET (RECORDED) EAST OF THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER, AT THE SOUTHWEST CORNER OF THE PARCEL CONVEYED BY DOCUMENT NO. 772588; THENCE NORTH 01 DEGREES 50 MINUTES 23 SECONDS WEST 173.85 FEET (MEASURED), NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 171.00 FEET (RECORDED), ALONG THE EASTERLY LINE OF SAID DOCUMENT NO. 772588, TO AN OLD IRON ON THE SOUTH EDGE OF SAID DRAINAGE DITCH; THENCE SOUTH 66 DEGREES 12 MINUTES 09 SECONDS WEST 134.81 FEET, ALONG SAID SOUTH EDGE OF THE DRAINAGE DITCH AND THE NORTHERLY LINE OF SAID DOCUMENT NO. 772588, TO ITS INTERSECTION WITH THE WEST LINE OF SAID NORTHEAST QUARTER AT A POINT 124.00 FEET NORTH OF SAID SOUTHWEST CORNER OF THE NORTHEAST QUARTER; THENCE SOUTH 01 DEGREES 45 MINUTES 42 SECONDS EAST 124.00 FEET, ALONG SAID WEST LINE OF THE NORTHEAST QUARTER, TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS. 24304 MURPHY RD

PIN: 03-17-21-200-007-0000 / 5 ACRES

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER FOR A DISTANCE OF 1255.02 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 658.39 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 330.66 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 658.39 FEET TO A POINT WHICH FALLS ON THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 330.86 FEET TO THE POINT OF THE BEGINNING, CONTAINING 5.000 ACRES, MORE OR LESS,

ALL LOCATED IN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF WILL, STATE OF ILLINOIS. MURPHY RD

PIN: 03-17-21-200-009-000015 ACRES

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER FOR A DISTANCE OF 1589.86 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 658.39 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 330.85 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 658.39 FEET TO A POINT WHICH FALLS ON THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID SOUTH

LINE FOR A DISTANCE OF 330.85 FEET TO THE POINT OF THE BEGINNING, ALL LOCATED IN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF WILL STATE OF ILLINOIS. 24126 W. MURPHY RD

PIN: 03-17-21-100-029-0000 1.02 ACRES

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER, THENCE EAST ALONG THE SOUTH LINE, 1330.63 FEET TO A POINT THAT IS ALSO 25 FEET EAST OF THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 22' 30" EAST, 198 FEET; THENCE EAST 225 FEET; THENCE SOUTH 00 DEGREES 22' 30" WEST, 198 FEET; THENCE WEST ALONG THE SOUTH LINE, 225 FEET TO THE POINT OF BEGINNING. 24548 W MURPHY RD

PIN: 03-17-21-100-030-0000 / 1.39 ACRES

THAT PART OF THE NORTHWEST QUARTER OF SECTION 21, IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 25 FEET EAST OF THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21, AND RUNNING THENCE EAST 530 FEET; THENCE NORTH 198 FEET, THENCE WEST 530 FEET, THENCE SOUTH 198 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE WEST 225 FEET AND ALSO EXCEPTING THEREFROM THE EAST 5 FEET THEREOF, IN WILL COUNTY, ILLINOIS. W MURPHY RD

PIN: 03-17-21-200-010-0000 / 5 ACRES

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE *NORTH* 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER FOR A DISTANCE OF 1920.73 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 658.39 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 330.85 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 658.39 FEET TO A POINT WHICH FALLS ON THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 330.85 FEET TO THE POINT OF THE BEGINNING, CONTAINING 5.000 ACRES, MORE OR LESS, ALL LOCATED IN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF WILL. STATE OF ILLINOIS. W. MURPHY RD

PIN: 03-17-21-100-027-0000 6 ACRES

THE SOUTH 746.74 FEET OF THE WEST 350 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SECTION 21, TOWNSHIP 33 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS. 30625 S. KAVANAUGH RD

PIN: 03-17-21-100-022-0000 2.04 ACRES

THE EAST 250 FEET OF THE SOUTH 930 FEET OF THE WEST ONE HALF OF THE NORTHWEST QUARTER OF SECTION 21. TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPTING THEREFROM THE WEST 220 FEET OF THE EAST 250 FEET OF THE SOUTH 650 FEET OF SAID WEST ONE HALF OF THE NORTHWEST QUARTER OF SECTION 21), TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS. 30550 RAGAIN LN

PIN: 03-17-21-100-024-0000 12.36 ACRES

THE NORTH 192.5 FEET OF THE SOUTH 799.0 FEET OF THE EAST 535.5 FEET OF THE WEST 548.0 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 21, IN TOWNSHIP 33 NORTH AND RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS. 30561 S RAGAIN LN

PIN: 03-17-21-100-025-0000 /62.96 ACRES

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 21, EXCEPT THE SOUTH 1244.57 FEET OF THE WEST 350 FEET, THEREOF, ALL *IN* TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY AND EXCEPT THE EAST 250 FEET OF THE SOUTH 930 FEET; AND ALSO EXCEPTING THEREFROM THE WEST 220 FEET OF THE EAST 250 FEET OF THE SOUTH 650 FEET OF SAID WEST HALF OF THE NORTHWEST QUARTER AS PROVIDED IN WILL COUNTY RECORDER DOCUMENT R71-9734; AND FURTHER EXCEPT THE WEST 335.08 FEET OF THE EAST 365.08 FEET OF THE SOUTH 650 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER, PER DOCUMENT R73-16073. 24700 MURPHY RD

PIN: 03-17-21-100-020-0000 / 5 ACRES

THE EAST 535.5 FEET OF THE WEST 548 FEET OF THE SOUTH 606.5 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 21, IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE EAST 523 FEET OF THE WEST 548 FEET OF THE SOUTH 198 FEET THEREOF, ALL MEASUREMENTS TAKEN ON LINES PARALLEL TO THE WEST AND SOUTH LINES OF SAID SECTION 21, IN WILL COUNTY, ILLINOIS. S RAGAIN LN

PIN: 03-17-21-100-034-0000 / 4.05 ACRES

THE SOUTH 332.61 FEET OF THE NORTH 588.61 FEET OF THE SOUTH 1785 FEET OF THE WEST 548 FEET, EXCEPT THE WEST 8.50 FEET THEREOF; ALSO, THE EAST 8.0 FEET OF THE WEST 16.50 FEET OF THE WEST 548 FEET OF THE SOUTH 204.69 FEET OF THE NORTH 793.50 FEET OF THE SOUTH 1785 FEET, ALL IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS. 30441 RAGAIN LN

PIN: 03-17-21-100-028-0000 / 4 ACRES

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 21; THENCE NORTHERLY ON THE WEST LINE OF SAID NORTHWEST QUARTER, 746.74 FEET TO AN IRON PIN AND THE POINT OF BEGINNING; THENCE NORTHERLY ON SAID WEST LINE, 497.83 FEET TO AN IRON PIN; THENCE EASTERLY AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER, 350 FEET TO AN IRON PIN; THENCE SOUTHERLY AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER, 497.83 FEET TO AN IRON PIN; THENCE WESTERLY AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER, 350 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS. 30515 S. KAVANAUGH RD

PIN: 03-17-21-100-035-0000 /2.58 ACRES

THE NORTH 793.5 FEET OF THE SOUTH 1785 FEET OF THE WEST 548 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 21 IN TOWNSHIP 33 NORTH. AND IN RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; (EXCEPTING LAND DESCRIBED IN DOCUMENT R9053390 AND LAND DESCRIBED IN DOCUMENT R91-013524) ALL IN WILL COUNTY, ILLINOIS. 30525 S. RAGAIN LN.

PIN: 03-17-21-100-023-0000: 2.81 ACRES

THE SOUTH 1,785 FEET .OF THE WEST 548 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE EAST 535.5 FEET



OF THE WEST 548 FEET OF THE SOUTH 799 FEET THEREOF AND ALSO EXCEPTING THEREFROM THE NORTH 793.5 FEET THEREOF, *IN* WILL COUNTY, ILLINOIS. 30539 S. RAGAIN *IN*.

PIN: 03-17-21-200-002-0000 / 0.42 ACRES

THAT PART OF THE NORTHEAST QUARTER OF SECTION 21 IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN. SITUATED IN WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF SECTION TWENTY-ONE AS THE POINT OF BEGINNING, THENCE EAST 125 FEET; THENCE NORTH 171 FEET TO THE SOUTH EDGE OF THE DRAINAGE DITCH; THENCE SOUTHWESTERLY ALONG THE SOUTH EDGE OF SAID DRAINAGE DITCH TO A POINT ON WEST LINE OF SAID NORTH EAST QUARTER OF SECTION TWENTY ONE THAT IS 124 FEET NORTH OF THE SOUTHWEST CORNER OF SAID QUARTER SECTION, THENCE SOUTH ALONG SAID WEST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING. 24356 W. MURPHY RD

PIN: 03-17-21-100-011-0000 / 0.50 ACRES

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 33

NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF THE SAID NORTHWEST QUARTER THAT IS 665 FEET EAST OF THE SOUTHWEST CORNER OF THE SAID EAST HALF OF THE NORTHWEST QUARTER; THENCE EAST ALONG THE SAID SOUTH LINE OF THE SAID NORTHWEST QUARTER, 151 FEET TO A POINT; THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER, 165 FEET TO A POINT AND THENCE WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE SAID NORTHWEST QUARTER, 151 FEET TO A POINT; THENCE SOUTH ALONG A LINE PARALLEL WITH SAID WEST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER, 165 FEET TO THE POINT OF BEGINNING, *IN* WILL COUNTY, ILLINOIS. 24456 W. MURPHY ROAD

PIN: 03-17-21-100-012-0000 / 0.54 ACRES

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT IN THE SOUTH LINE OF THE SAID NORTHWEST QUARTER THAT IS 665 FEET EAST OF THE SOUTHWEST CORNER OF THE SAID EAST HALF OF THE NORTHWEST QUARTER; THENCE EAST ALONG SAID SOUTH LINE OF SAID NORTHWEST QUARTER, 151 FEET TO THE REAL POINT OF BEGINNING; THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER, 165 FEET TO A POINT; THENCE WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE SAID NORTHWEST QUARTER, 151 FEET TO A POINT; THENCE NORTHERLY ALONG A LINE PARALLEL WITH SAID WEST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER, 32 FEET TO A POINT; THENCE EASTERLY ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER 246 FEET TO A POINT; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH SAID WEST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER, 197 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER, THENCE WESTERLY ALONG SAID SOUTH LINE OF SAID NORTHWEST QUARTER TO THE POINT OF BEGINNING, *IN* WILL COUNTY, ILLINOIS 24444 MURPHY RD

PIN: 03-17-21-100-007-0000 / 0.20 ACRES

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 21, *IN* TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; COMMENCING AT A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER, 611 FEET EAST OF THE SOUTHWEST CORNER OF THE EAST

HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21, AND RUNNING THENCE EAST 54 FEET, THENCE NORTH 198 FEET, THENCE WEST 55 FEET, THENCE SOUTH 33 FEET. THENCE EAST 1 FOOT, THENCE SOUTH 165 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY. ILLINOIS. 24502 W. MURPHY ROAD.

BEING PART OF THE NORTHEAST QUARTER OF SECTION, OF TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 89 DEGREES 10 MINUTES 51 SECONDS WEST, 33.00 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20; THENCE SOUTH 01 DEGREES 41 MINUTES 38 SECONDS EAST, 160.02 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 39 MINUTES 03 SECONDS EAST, 55.06 FEET; THENCE SOUTH 01 DEGREES 41 MINUTES 42 SECONDS EAST, A DISTANCE OF 2154.71 FEET; THENCE SOUTH 88 DEGREES 25 MINUTES 30 SECONDS WEST, A DISTANCE OF 678.35 FEET; THENCE NORTH 86 DEGREES 22 MINUTES 12 SECONDS WEST, A DISTANCE OF 102.25 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE NORTHWESTERLY, ALONG A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 540.69 FEET, AN ARC DISTANCE OF 526.37 FEET, A CHORD BEARING NORTH 58 DEGREES 28 MINUTES 51 SECONDS WEST, AND A CHORD DISTANCE OF 505.83 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 01 DEGREES 26 MINUTES 53 SECONDS WEST, A DISTANCE OF 1869.46 FEET; THENCE NORTH 43 DEGREES 33 MINUTES 00 SECONDS EAST, A DISTANCE OF 99.04 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 27 SECONDS EAST, A DISTANCE OF 1125.13 FEET TO SAID POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

THE SOUTH 20 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

EXCEPT THEREFROM:

LOT 4 IN PINE GREEN NORTH, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1994, AS DOCUMENT R91-53142, IN WILL COUNTY, ILLINOIS.

EXCEPT THEREFROM:

THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LAYING WEST OF THE WEST LINE OF THE EAST 634.95 FEET AND LAYING EAST OF THE EAST LINE OF THE WEST 330 THEREOF, ALL IN WILL COUNTY, ILLINOIS.

EXCEPT THEREFROM:

THAT PART OF THE SOUTH 39.39 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 20, LAYING WEST OF THE WEST LINE OF

THE EAST 634.95 FEET AND LAYING EAST OF THE EAST LINE OF THE WEST 330.00 THEREOF, ALL IN WILL COUNTY, ILLINOIS.

EXCEPT THEREFROM:

THE SOUTH 182.35 FEET OF THE NORTH 1095.76 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS

Except Therefrom:

THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS; DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 21; THENCE SOUTH 01 DEGREES 41 MINUTES 38 SECONDS EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 50.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 52 MINUTES 18 SECONDS EAST, 1312.03 FEET; THENCE SOUTH 01 DEGREES 43 MINUTES 54 SECONDS EAST, 140.11 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 00 SECONDS WEST, 1070.25 FEET; THENCE SOUTH 01 DEGREES 41 MINUTES 42 SECONDS EAST, 55.01 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 00 SECONDS WEST, 241.99 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 01 DEGREES 41 MINUTES 38 SECONDS WEST, ALONG SAID WEST LINE, 165.08 FEET TO SAID POINT OF BEGINNING.

Except Therefrom:

THAT PART OF THE NORTH HALF OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 EAST; THENCE NORTH 01 DEGREES 41 MINUTES, 38 SECONDS WEST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 11.23 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 25 MINUTES 30 SECONDS EAST, 2832.42 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY AND SOUTHERLY 1231.13 FEET, ALONG THE ARC OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 775.00 FEET, AND CHORD BEARING OF SOUTH 46 DEGREES 03 MINUTES 59 SECONDS EAST, 1105.71 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREES 33 MINUTES 28 SECONDS EAST, 977.95 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 32 SECONDS EAST, 120.00 FEET; THENCE NORTH 00 DEGREES 33 MINUTES 28 SECONDS WEST, 977.95 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY AND NORTHWESTERLY, 1421.76 FEET, ALONG THE ARC OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 895.00 FEET, AND CHORD BEARING OF NORTH 46 DEGREES 03 MINUTES 59 SECONDS WEST, 1276.91 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 88 DEGREES 25 MINUTES 30 SECONDS WEST, 1562.88 FEET; THENCE NORTH 48 DEGREES 27 MINUTES 26 SECONDS WEST, 109.73 FEET; THENCE SOUTH 88 DEGREES 25 MINUTES 30 SECONDS WEST, 1189.85 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREES 41 MINUTES 38 SECONDS EAST, 195.00 FEET TO SAID POINT OF BEGINNING.

CERTIFICATE OF PUBLICATION

STATE OF ILLINOIS } Ss.  
County of Will,

Certificate of the Publisher

**Free Press Newspapers** certifies that it is the publisher of the **The Free Press Advocate**

**The Free Press Advocate** is a secular newspaper, has been continuously published **weekly** for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the city of Wilmington, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5. A notice, relating to the matter of:

**City of Wilmington to hold hearing to amend Rink properties Annexation agreement**

a true copy of which is attached, was published one times in **The Free Press Advocate**, namely one time per week for one successive weeks. The first publication of the notice was made in the newspaper, dated and published on December 28, 2022, and the last publication of the notice was made in the newspaper dated and published on December 28, 2022. This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1. In witness, the Free Press Advocate has signed this certificate by **Eric D. Fisher**, its publisher, at Wilmington, Illinois; on December 28, 2022.

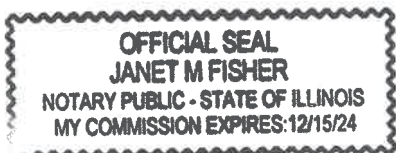
**Free Press Newspapers**

By *Eric D. Fisher*, Publisher  
Eric D. Fisher

Printer's Fee \$ 136.80

Given under my hand on December 28, 2022

*Janet M. Fisher*  
Janet M. Fisher, Notary Public



*City of Wilmington to hold hearing to amend Rink properties Annexation agreement*

**PUBLIC NOTICE**

**NOTICE OF PUBLIC HEARING**  
**CITY COUNCIL OF THE CITY OF WILMINGTON, IL**  
NOTICE IS HEREBY GIVEN THAT ON JANUARY 17, 2023 AT 7:00 P.M., A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL OF THE CITY OF WILMINGTON AT THE CITY HALL LOCATED AT 1165 S. WATER STREET, WILMINGTON, ILLINOIS, PURSUANT TO 65 ILCS 5/11-15.1-1 ET SEQ., FOR THE PURPOSE OF RECEIVING AND CONSIDERING TESTIMONY AND PUBLIC COMMENT ON THE PETITION OF ROBERT RINK, MARTHA RINK, ROBERT F. RINK, JACQUELYN K. RINK AND RINK AGRICULTURAL AND INVESTMENT PARTNERSHIP, LP FOR AN AMENDMENT TO THAT CERTAIN ANNEXATION AGREEMENT DATED FEBRUARY 16, 2010 BY AND BETWEEN THE CITY OF WILMINGTON, ILLINOIS AND ROBERT RINK, MARTHA RINK, ROBERT F. RINK, JACQUELYN K. RINK AND RINK AGRICULTURAL AND INVESTMENTS, LP ("PROPOSED AMENDED ANNEXATION AGREEMENT"), WITH RESPECT TO AN EXTENSION OF TIME FOR THE INSTALLATION AND CONNECTION OF CERTAIN POTABLE WATER AND SANITARY SEWER LINES TO THE PROPERTY SUBJECT TO THE PROPOSED AMENDED ANNEXATION AGREEMENT AND WITH RESPECT TO AN EXTENSION OF TIME FOR A PROPERTY TAX ABATEMENT RELATIVE TO THE PROPERTY SUBJECT TO THE PROPOSED AMENDED ANNEXATION AGREEMENT. THE FORM OF THE PROPOSED AMENDED ANNEXATION AGREEMENT IS ON FILE WITH THE CITY CLERK. YOU ARE FURTHER NOTIFIED THAT THE PROPOSED AMENDED ANNEXATION AGREEMENT MAY BE CHANGED, ALTERED, MODIFIED, AMENDED OR REDRAFTED IN ITS ENTIRETY AFTER THE PUBLIC HEARING. ALL INTERESTED PARTIES ARE INVITED TO ATTEND THE PUBLIC HEARING AND WILL BE GIVEN AN OPPORTUNITY TO BE HEARD. THE PROPERTY TO BE SUBJECT TO THE PROPOSED AMENDED ANNEXATION AGREEMENT IS AS FOLLOWS:

PARCELS A & B  
TRACT 1: THAT PRT OF THE SW1/4 OF SEC. 28, T33N-R9E, LYG S'LY OF THE CNTRLN OF FEDERAL AID RTE. 77, (SECTION 90-R COMMONLY KNOWN AS RTE. 66), (EX THAT PRT CONVEYED BY DOC 412009 TO GULF, MOBILE & OHIO RR), & ALSO (EX THE E'LY 502 FT OF THE S'LY 605 FT OF SD SW1/4) & (EX THE E'LY 142 FT OF THE N'LY 605 FT OF THE S'LY 1210 FT OF THE E1/2 OF THE SW1/4). REM AFTER DIV PER PET#2013-38 NDA:

TRACT 2: THAT PRT OF THE W1/2 OF THE SE1/4 OF SEC 28 T33N-R9E LYG S'LY OF THE S'LY ROW LN OF THE N BOUNDARY LN OF FAI 77 (RT 66 AS SHOWN ON PLAT DOC 783636) (EX THAT PRT DAF: BEG IN THE CNTR OF THE PUBLIC ROAD AT A PT IN THE S LN OF SD E1/2 OF THE W1/2 OF THE SE1/4 SEC 28 THAT IS 75 FT W OF THE E LN OF SD E1/2 OF THE W1/2 OF THE SE1/4, THC N 225 FT, THC W 150 FT, THC S 225 FT, THC E TO THE FOB) & (EX THAT PRT OF THE W1/2 SE1/4 SEC 28 DAF: BEG AT THE SE1/4 OF SD W1/2 OF THE SE1/4, THC W ALG CNTRLN OF PUBLIC ROAD 75 FT, THC N 225 FT, THC E 75 FT TO THE E LN OF SD W1/2 OF SD SE1/4, THC S'LY 225 FT ALG THE E LN OF SD W1/2 OF THE SE1/4 TO THE POB) & (EX THE WLY 578 FT OF THE S'LY 605 FT OF SD SW1/4) & ALSO (EX THE W'LY 218 FT OF THE N'LY 605 FT OF THE S'LY 1210 FT OF THE SE1/4). REM AFTER DIV PER PET#2013-38 NDA  
PIN'S: 03-17-28-400-013-0000 AND 03-17-28-300-013-0000.

PARCEL C  
TRACT 1 THE WLY 578 FT (EXCEPT THE WLY 218 FT THROF) OF THE S'LY 605 FT OF THE W1/2 OF THE SE1/4  
OF SEC 28, T33N-R9E. REM AFTER DIV PER PET.#2008-177 NDA.:  
PIN: 03-17-28-400-014-0000

PARCEL D  
TRACT 3: THE E'LY 142 FT OF THE S'LY 605 FT OF THE SW1/4 OF SEC 28, T33N-R9E; & THE WLY 218 FT OF THE S'LY 605 FT OF THE W1/2 OF THE SE1/4 OF SEC 28, T33N-R9E. DIV/CONS PER PET#2013-38 NDAPIN: 03-17-28-400-015-0000

Published in the Free Press Advocate on Wednesday, December 28, 2022.

CERTIFICATE OF PUBLICATION

STATE OF ILLINOIS .} Ss.  
County of Will,

Certificate of the Publisher

**Free Press Newspapers** certifies that it is the publisher of the **The Free Press Advocate**

**The Free Press Advocate** is a secular newspaper, has been continuously published **weekly** for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the city of **Wilmington**, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5. A notice, relating to the matter of:

**City of Wilmington to hold hearing to amend Tamelng Annexation Agreement**

a true copy of which is attached, was published **one** times in **The Free Press Advocate**, namely one time per week for **one** successive weeks. The first publication of the notice was made in the newspaper, dated and published on **December 28, 2022**, and the last publication of the notice was made in the newspaper dated and published on **December 28, 2022**. This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1. In witness, the Free Press Advocate has signed this certificate by **Eric D. Fisher**, its publisher, at **Wilmington**, Illinois, on **December 28, 2022**.

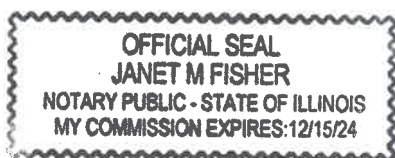
**Free Press Newspapers**

By *Eric D. Fisher*, Publisher  
Eric D. Fisher

Printer's Fee \$ **62.40**

Given under my hand on **December 28, 2022**

*Janet M. Fisher*  
Janet M. Fisher, Notary Public



*City of Wilmington to hold hearing to amend Tamelng Annexation Agreement*

**PUBLIC NOTICE**

**NOTICE OF PUBLIC HEARING**  
**CITY COUNCIL OF THE CITY OF WILMINGTON, IL**  
NOTICE IS HEREBY GIVEN THAT ON JANUARY 17, 2023 AT 7:00 P.M., A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL OF THE CITY OF WILMINGTON AT THE CITY HALL LOCATED AT 1165 S. WATER STREET, WILMINGTON, ILLINOIS, PURSUANT TO 65 ILCS 5/11-15.1-1 ET SEQ., FOR THE PURPOSE OF RECEIVING AND CONSIDERING TESTIMONY AND PUBLIC COMMENT ON THE PETITION OF TAMELING MANAGEMENT AND INVESTMENTS SERIES, LLC FOR AN AMENDMENT TO THAT CERTAIN ANNEXATION AGREEMENT DATED FEBRUARY 16, 2010 BY AND BETWEEN THE CITY OF WILMINGTON, ILLINOIS AND TAMELING MANGEMENT AND INVESTMENTS SERIES, LLC ("PROPOSED AMENDED ANNEXATION AGREEMENT"), WITH RESPECT TO AN EXTENSION OF TIME FOR THE INSTALLATION AND CONNECTION OF CERTAIN POTABLE WATER AND SANITARY SEWER LINES TO THE PROPERTY SUBJECT TO THE PROPOSED AMENDED ANNEXATION AGREEMENT. THE FORM OF THE PROPOSED AMENDED ANNEXATION AGREEMENT IS ON FILE WITH THE CITY CLERK. YOU ARE FURTHER NOTIFIED THAT THE PROPOSED AMENDED ANNEXATION AGREEMENT MAY BE CHANGED, ALTERED, MODIFIED, AMENDED OR REDRAFTED IN ITS ENTIRETY AFTER THE PUBLIC HEARING. ALL INTERESTED PARTIES ARE INVITED TO ATTEND THE PUBLIC HEARING AND WILL BE GIVEN AN OPPORTUNITY TO BE HEARD. THE PROPERTY TO BE SUBJECT TO THE PROPOSED AMENDED ANNEXATION AGREEMENT IS AS FOLLOWS:  
THE NORTHEAST QUARTER OF SECTION 33, IN TOWNSHIP 33 NORTH, AND IN RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN WILL COUNTY, ILLINOIS.  
PIN 03-17-33-200-001-0000 AND PIN 03-17-33-200-002-0000  
Published in the Free Press Advocate on Wednesday, December 28, 2022.






# MEMO

**Date:** January 13, 2023

**To:** Honorable Mayor Dietz and City Council Members

**From:** Jeannine Smith, City Administrator 

**Cc:** Joie Ziller, Deputy Clerk  
Department Directors

**Re:** Motion Authorizing Resolution No. 2023-01, a Resolution Endorsing the Metropolitan Mayors Caucus Greenest Region Compact 2

**Budget Impact:** Varies by project. This is a pledge to align with the goals of the GRC2. Not an obligation on the City's part.

**History:** The original Greenest Region Compact (GRC) is a simple pledge, signed by more than one third of all municipalities in the region in 2007 to take environmental action. The pledge offered a menu of strategies to improve the environment under the themes of air, energy, land, waste and water. The goal of this project is to align environmental issues, resources, and actions at the local, regional and national levels to guide municipalities to achieve greater environmental sustainability. (Source: <http://mayorscaucus.org/wp-content/uploads/2015/03/GRC-Opportunities-and-Impact-2015-final.pdf>)

**Staff Analysis:**

The updated GRC, known as Greenest Region Compact 2 (GRC2), encourages municipalities of the Chicagoland Metropolitan Mayors Caucus (Caucus) to work together to achieve a consensus on sustainability goals. The City of Wilmington is a member of the Caucus but has yet to adopt a resolution endorsing the same.

The GRC2 addresses prevalent sustainability subjects, including air quality, land use, and water resources protection which align well with the City's Comprehensive Plan. The goals are broad and do not commit the city to any specific reductions, changes, or timelines. The framework for the GRC2 is attached for your reference.

Actions to enhance and protect the natural environment are stronger and more effective when communities collaborate rather than work alone. Elwood, Diamond, and Braidwood have all

endorsed the GRC2 and given that we are surrounded by these municipalities, any work done by them individually is less effective as Wilmington being the center does not participate.

Furthermore, this City Council has made it a priority to engage its community on all matters of concern to residents and businesses alike and sustainability issues are just one we are hearing more about on a regular basis. Kankakee River erosion, rooftop solar panel code rewrites and other environmental concerns are discussed in the City's Council Chambers as well as community social pages. Additionally, as the city manages its own water plant and distributes water to neighboring unincorporated places like Lakewood Shores, it has established itself as a steward of water resources.

Finally, this new effort could introduce Wilmington to opportunities for grants to support projects for residents, businesses, schools, parks, and other organizations that align with the GRC2 goals. Given the aforementioned, Staff respectfully requests a motion to approve:

**Resolution No. 2023-01, a Resolution Endorsing the Metropolitan Mayors Caucus Greenest Region Compact 2**

Thank you in advance for your consideration of this request. Please do not hesitate to reach out to me with questions.

## **Resolution No. 2023-01**

### **Endorsing the Metropolitan Mayors Caucus' Greenest Region Compact**

**WHEREAS**, the Metropolitan Mayors Caucus provides a forum for the chief elected officials of the Chicago region to develop consensus and act on common public policy issues and multi-jurisdictional challenges; and

**WHEREAS**, the Metropolitan Mayors Caucus' participating Mayors and their communities have a history of environmental stewardship, from energy efficiency, water conservation, urban forestry, and participation in Clean Air Counts; and

**WHEREAS**, it is important for Mayors and local governments throughout the United States to take leadership roles to advance sustainability both in their own communities and in concert with regional, national and global initiatives; and

**WHEREAS**, the Metropolitan Mayors Caucus created the Greenest Region Compact to address environmental sustainability issues of global importance at the local level; and

**WHEREAS**, the Greenest Region Compact, an update to the original pledge and sometimes referred to as the Greenest Region Compact 2, is built on important environmental initiatives already underway in communities, in partnership with many non-profit, state, regional and national organizations; and

**WHEREAS**, the Greenest Region Compact synthesizes sustainability goals already adopted by leading communities in the region; and these consensus goals align with common regional, state, national and global objectives; and

**WHEREAS**, the Greenest Region Compact offers a companion Framework to guide communities of all sizes and strengths to assess their current efforts; develop a sustainability plan suited to local priorities; and will offer resources to help them succeed; and

**WHEREAS**, the consensus goals of the Greenest Region Compact will guide coordinated efforts toward enhanced quality of life for residents; protection and stewardship of the environment and sustainable economic vitality.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Wilmington endorses the Greenest Region Compact proposed by the Metropolitan Mayors Caucus and agrees to work to achieve them, both in their own communities and in collaboration throughout the region.



**PASSED** this 17<sup>th</sup> day of January 2023 with \_\_\_\_\_ members voting aye, \_\_\_\_\_ members voting nay, the Mayor voting \_\_\_\_\_, with \_\_\_\_\_ members abstaining or passing and said vote being:

Kevin Kirwin \_\_\_\_\_  
Dennis Vice \_\_\_\_\_  
Leslie Allred \_\_\_\_\_  
Todd Holmes \_\_\_\_\_

Ryan Jeffries \_\_\_\_\_  
Ryan Knight \_\_\_\_\_  
Jonathan Mietzner \_\_\_\_\_  
Thomas Smith \_\_\_\_\_

Approved this 17<sup>th</sup> day of January 2023

\_\_\_\_\_  
Ben Dietz, Mayor

Attest:

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



ESI Consultants, Ltd.  
*Excellence, Service, Integrity*

December 1, 20221

Jeannine Smith  
 City Administrator  
 City of Wilmington  
 1165 S Water St, Wilmington, IL 60481

**Re: 14-539 South Arsenal Road and IL Rte 53**  
**Section : 08-00042-00-WR**  
**Final Engineer's Pay Estimate #13**

Dear Mrs. Smith:

ESI Consultants, Ltd. (ESI) and Austin Tyler Construction (Contractor) have agreed to final quantities for the Final Engineer's Pay Estimate (Pay Estimate #13) for the above referenced project. The attached Final Engineer's Pay Estimate summarizes quantities all work completed to date, including all maintenance callout's for the temporary traffic signals and additional costs for the revisions to southeast corner curb radius. The Final Pay Estimate has been prepared on the IDOT BLR 13230 form so that it may be submitted to IDOT as part of the final closeout documentation. This Final Pay Estimate also includes the attached Final Request for Approval of Change in Plans (BLR 13210). The Final Request for Approval of Change in Plans is a balancing change order that deducts unused quantities, shows any additional quantities needed to existing pay items, new pay items for force account work and new pay items for the extra work at the southeast radius revision. This form will also need to be submitted to IDOT as part of the final closeout documentation. The table below summarizes all work completed to date and the amount due this final pay estimate.

<u>Summary</u>	
Contract Awarded Amount.....	\$2,345,208.66
Final Request for Approval of Change on Plans	
Additions.....	\$255,091.27
Deductions...	\$505,879.77
Final Contract Amount.....	<b>\$2,094,420.16</b>
Line Items Completed to Date .....	\$2,094,420.16
Retainage Withheld To Date (0%) .....	\$0.00
Previous Payments .....	(\$1,976,503.90)
<b>Total Amount Due.....</b>	<b>\$117,916.26</b>

As shown in the table above and on the attached Final Engineer's Payment Estimate, ESI recommends final payment to Austin Tyler Construction for the completed contract work and extra work in the amount of **\$117,916.26**.

Please call me if you have any questions.

Sincerely,  
ESI Consultants, Ltd.

A handwritten signature in cursive script that reads "Brandt T. Zentner" followed by a small "e.s." to the right.

Brandt T. Zentner  
Manager of Construction Operations

Attachments: BLR 13230, BLR 13210

CC: Joe Chiczewski – *ESI*  
Tony Wellner – *Austin-Tyler Construction, Inc.*



# City of Wilmington

1165 S. Water Street Wilmington, IL  
Phone: 815-476-2175 [www.wilmington-il.com](http://www.wilmington-il.com)

November 21, 2022

Jose Rios, P.E.  
Region One Engineer  
Illinois Department of Transportation  
201 West Center Court  
Schaumburg, IL 60196-1096  
Attn: Kevin Stallworth, PE – Bureau of Local Roads and Streets

Re: Letter of Municipal Acceptance

Local Agency: City of Wilmington

Section Number: 08-00042-00-WR (South Arsenal Road at IL Rte 53, Intersection Reconstruction and Traffic Signal Installation)

Dear Mr. Stallworth:

The City of Wilmington has inspected the work completed under the contract for Section 08-00042-00-WR and found it to be in substantial compliance with the approved plans and standard specifications. Therefore, the City finds the section to be acceptable.

Very truly yours,

City of Wilmington

  
Jeannine Smith  
City Administrator



# City of Wilmington

1165 S. Water Street Wilmington, IL  
Phone: 815-476-2175 [www.wilmington-il.com](http://www.wilmington-il.com)

November 21, 2022

Jose Rios, P.E.  
Region One Engineer  
Illinois Department of Transportation  
201 West Center Court  
Schaumburg, IL 60196-1096

Attn: Kevin Stallworth, PE – Bureau of Local Roads and Streets

Re: Letter of Material Certification

Local Agency: City of Wilmington

Section Number: 08-00042-00-WR (South Arsenal Road at IL Rte 53, Intersection Reconstruction and Traffic Signal Installation)

Dear Mr. Stallworth:

Based on contract documentation submitted by Austin Tyler Construction, Inc., the City of Wilmington hereby certifies that all materials used for work completed under contract Section 08-00042-00-WR are acceptable and in substantial compliance with the approved plans and standard specifications.

Very truly yours,

City of Wilmington



Jeannine Smith  
City Administrator



# Illinois Department of Transportation

## Engineer's Payment Estimate



Local Public Agency

City of Wilmington

County

Will

Route(s) (Street/Road)

S. Arsenal @ Rte 53

Section Number

08-00042-00-WR

Estimate 13

Final

Payable to Name

Austin Tyler Construction, Inc.

Address

23343 S. Ridge Road Elwood, IL 60421

Date From

12/16/21

Date To

07/22/22

Pay Items	Unit of Meas.	Awarded		Approved Change in Plans		Completed to Date		Value
		Quantity	Values	Added	Deducted	Quantity	Unit Price	
TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	11.0	\$220.00				\$20.0000	\$220.00
EARTH EXCAVATION	CU YD	5520.2	\$143,525.20		2355.2	3165.0	\$26.0000	\$82,290.00
REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	766.7	\$23,767.70		724.0	42.7	\$31.0000	\$1,323.70
TRENCH BACKFILL	CU YD	302.4	\$15,120.00	1.5		303.9	\$50.0000	\$15,195.00
GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	3432.4	\$6,006.70		3432.4	0.0	\$1.7500	
TOPSOIL EXCAVATION AND PLACEMENT	CU YD	4080.1	\$89,762.20		2314.9	1765.2	\$22.0000	\$38,834.40
SEEDING, CLASS 2A	ACRE	2.9	\$3,538.00		0.757	2.143	\$1,220.0000	\$2,614.46
NITROGEN FERTILIZER NUTRIENT	POUND	262.6	\$262.60		73.6	189.0	\$1.0000	\$189.00
PHOSPHORUS FERTILIZER NUTRIENT	POUND	262.6	\$262.60		73.6	189.0	\$1.0000	\$189.00
POTASSIUM FERTILIZER NUTRIENT	POUND	262.6	\$262.60		73.6	189.0	\$1.0000	\$189.00
EROSION CONTROL BLANKET	SQ YD	12810.0	\$12,810.00		2367.7	10442.3	\$1.0000	\$10,442.30
HEAVY DUTY EROSION CONTROL BLANKET	SQ YD	1378.8	\$2,068.20		1378.8	0.0	\$1.5000	
TEMPORARY EROSION CONTROL SEEDING	POUND	291.8	\$1,750.80		291.8	0.0	\$6.0000	

Local Public Agency	County	Route(s) (Street/Road)	Section Number					
City of Wilmington	Will	S. Arsenal @ Rte 53	08-00042-00-WR					
Pay Items	Meas.	Quantity	Values	Added	Deducted	Quantity	Unit Price	Value
TEMPORARY DITCH CHECKS	FOOT	10.0	\$150.00		10.0	0.0	\$15.0000	
PERIMETER EROSION BARRIER	FOOT	4728.0	\$9,456.00	321.0		5049.0	\$2.0000	\$10,098.00
INLET AND PIPE PROTECTION	EACH	18.0	\$3,600.00		18.0	0.0	\$200.0000	
TEMPORARY EROSION CONTROL BLANKET	SQ YD	12810.0	\$12,810.00		12810.0	0.0	\$1.0000	
TEMPORARY HEAVY DUTY EROSION CONTROL BLANKET	SQ YD	1378.7	\$2,068.05		1378.7	0.0	\$1.5000	
STONE RIPRAP, CLASS A3	SQ YD	194.0	\$7,372.00		109.7	84.3	\$38.0000	\$3,203.40
AGGREGATE SUBGRADE IMPROVEMENT	CU YD	823.3	\$24,699.00		823.3	0.0	\$30.0000	
AGGREGATE SUBGRADE IMPROVEMENT 12"	SQ YD	9313.5	\$102,448.50		400.4	8913.1	\$11.0000	\$98,044.10
SUBBASE GRANULAR MATERIAL, TYPE B 4"	SQ YD	668.7	\$3,009.15		479.0	189.7	\$4.5000	\$853.65
STABILIZED SUBBASE - HOT-MIX ASPHALT, 4"	SQ YD	1898.9	\$27,534.05	270.4		2169.3	\$14.5000	\$31,454.85
HOT-MIX ASPHALT BASE COURSE, 12"	SQ YD	1049.7	\$40,938.30		129.9	919.8	\$39.0000	\$35,872.20
HOT-MIX ASPHALT BASE COURSE WIDENING, 12"	SQ YD	52.2	\$3,758.40	269.0		321.2	\$72.0000	\$23,126.40
BITUMINOUS MATERIALS (PRIME COAT)	POUND	14925.0	\$11,193.75		14925.0	0.0	\$0.7500	
POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, STONE MATRIX ASPHALT, N80	TON	575.3	\$57,530.00		34.2	541.1	\$100.0000	\$54,110.00
POLYMERIZED HOT MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, N80	TON	575.3	\$862.95		3.2	572.1	\$1.5000	\$858.15
POLYMERIZED HOT-MIX								

Local Public Agency	County	Route(s) (Street/Road)	Section Number				
City of Wilmington	Will	S. Arsenal @ Rte 53	08-00042-00-WR				
ASPHALT BINDER COURSE IL-19.0, N90, 8" (3 LIFTS)	TON	2301.3	\$170,296.20	148.3	2153.0	\$74.0000	\$159,322.00
POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, MIX "F", N90	TON	66.9	\$107.04	51.2	118.1	\$1.6000	\$188.96
PORTLAND CEMENT CONCRETE PAVEMENT 10"	SQ YD	1898.9	\$142,417.50	1.4	1897.5	\$75.0000	\$142,312.50
PAVEMENT REMOVAL	SQ YD	7819.5	\$78,195.00	258.1	8077.6	\$10.0000	\$80,776.00
COMBINATION CURB AND GUTTER REMOVAL	FOOT	400.8	\$4,008.00	66.7	467.5	\$10.0000	\$4,675.00
PAVED SHOULDER REMOVAL	FOOT	1065.1	\$18,106.70	412.2	652.9	\$17.0000	\$11,099.30
CLASS C PATCHES, TYPE IV, 14 INCH	SQ YD	128.8	\$27,692.00	127.3	256.1	\$215.0000	\$55,061.50
CLASS D PATCHES, TYPE II, 10 INCH	SQ YD	40.0	\$4,520.00	15.1	24.9	\$113.0000	\$2,813.70
AGGREGATE SHOULDERS, TYPE B 8"	SQ YD	1454.7	\$17,456.40	1006.8	447.9	\$12.0000	\$5,374.80
HOT-MIX ASPHALT SHOULDERS, 10"	SQ YD	1375.4	\$57,766.80	316.4	1059.0	\$42.0000	\$44,478.00
CONCRETE STRUCTURES	CU YD	5.8	\$15,660.00	5.0	0.8	\$2,700.0000	\$2,160.00
REINFORCEMENT BARS	POUND	267.0	\$2.67	267.0	0.0	\$0.0100	
TEMPORARY SOIL RETENTION SYSTEM	SQ FT	4054.0	\$40.54	4054.0	0.0	\$0.0100	
BOX CULVERT END SECTIONS, CULVERT NO. 1	EACH	2.0	\$18,800.00	2.0	0.0	\$9,400.0000	
BOX CULVERT END SECTIONS, CULVERT NO. 2	EACH	2.0	\$28,000.00	2.0	0.0	\$14,000.0000	
PRECAST CONCRETE BOX CULVERTS- 4' x 3'	FOOT	171.5	\$76,832.00	4.5	176.0	\$448.0000	\$78,848.00
PRECAST CONCRETE BOX CULVERTS- 6' x 3'	FOOT	115.5	\$56,826.00	2.5	118.0	\$492.0000	\$58,056.00



PIPE CULVERTS, CLASS A, TYPE 1 24"	FOOT	150.0	\$11,100.00		150.0	\$74.0000	
PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24"	EACH	6.0	\$6,480.00		6.0	\$1,080.0000	
PRECAST REINFORCED CONCRETE FLARED END SECTIONS 36"	EACH	1.0	\$2,600.00		1.0	\$2,600.0000	\$2,600.00
STORM SEWERS, CLASS A, TYPE 2 12"	FOOT	624.0	\$25,584.00		31.9	\$41.0000	\$24,276.10
STORM SEWERS, CLASS A, TYPE 2 15"	FOOT	270.0	\$12,420.00		11.0	\$46.0000	\$11,914.00
STORM SEWERS, CLASS A, TYPE 2 18"	FOOT	126.0	\$6,048.00		3.0	\$48.0000	\$5,904.00
STORM SEWERS, CLASS A, TYPE 2 24"	FOOT	67.1	\$4,227.30	3.9	71.0	\$63.0000	\$4,473.00
STORM SEWERS, CLASS B, TYPE 2 36"	FOOT	6.0	\$2,232.00		3.0	\$372.0000	\$1,116.00
DUCTILE IRON WATER MAIN TEE, 16" X 6"	EACH	1.0	\$1,800.00		1.0	\$1,800.0000	\$1,800.00
WATER MAIN 16"	FOOT	546.7	\$30,068.50		546.7	\$55.0000	
WATER VALVES 16"	EACH	1.0	\$7,800.00		1.0	\$7,800.0000	\$7,800.00
DUCTILE IRON WATER MAIN FITTINGS 16" 45.00 DEGREE BEND	EACH	3.0	\$5,100.00	1.0	4.0	\$1,700.0000	\$6,800.00
TAPPING VALVES AND SLEEVES 16"	EACH	1.0	\$15,000.00		1.0	\$15,000.0000	\$15,000.00
CONTROLLED LOW-STRENGTH MATERIAL	CU YD	20.0	\$5,200.00		20.0	\$260.0000	
MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	5.0	\$9,500.00		5.0	\$1,900.0000	\$9,500.00
CATCH BASIN, TYPE A, 4' DIA., TYPE 1 FRAME, CLOSED LID	EACH	2.0	\$3,850.00		2.0	\$1,925.0000	\$3,850.00
INLETS, TYPE A, TYPE 24 FRAME AND GRATE	EACH	9.0	\$11,475.00		1.0	\$1,275.0000	\$10,200.00

Local Public Agency	County	Route(s) (Street/Road)	Section Number		
City of Wilmington	Will	S. Arsenal @ Rte 53	08-00042-00-WR		
INLETS, TYPE B, TYPE 24 FRAME AND GRATE	1.0	\$1,350.00	1.0	\$1,350.0000	\$1,350.00
VALVE VAULTS, TYPE A, 6"-DIAMETER, TYPE 1 FRAME, CLOSED LID	1.0	\$3,450.00	1.0	\$3,450.0000	\$3,450.00
FRAMES, TYPE 1	1.0	\$1,125.00	1.0	\$1,125.0000	\$1,125.00
COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	353.1	\$10,593.00	440.5	\$30.0000	\$13,215.00
COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	1730.3	\$36,336.30	47.3	\$21.0000	\$35,343.00
CONCRETE THRUST BLOCKS	5.0	\$375.00	1.0	\$75.0000	\$300.00
STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	492.0	\$12,300.00	302.2	\$25.0000	\$4,745.00
TRAFFIC BARRIER TERMINAL, TYPE 1 (SPECIAL) TANGENT	6.0	\$14,400.00	3.0	\$2,400.0000	\$7,200.00
GUARDRAIL REMOVAL	736.9	\$3,684.50	28.1	\$5.0000	\$3,825.00
SHOULDER RUMBLE STRIPS, 8 INCH	1754.1	\$7,893.45	673.1	\$4.5000	\$4,864.50
NON-SPECIAL WASTE DISPOSAL	175.0	\$9,275.00	175.0	\$53.0000	
SPECIAL WASTE PLANS AND REPORTS	1.0	\$4,400.00	1.0	\$4,400.0000	
SOIL DISPOSAL ANALYSIS	2.0	\$3,300.00	2.0	\$1,650.0000	
ENGINEER'S FIELD OFFICE, TYPE A	9.0	\$27,000.00	3.0	\$3,000.0000	\$18,000.00
MOBILIZATION	1.0	\$140,000.00	1.0	\$140,000.0000	\$140,000.00
CHANGEABLE MESSAGE SIGN	9.0	\$9,450.00	9.0	\$1,050.0000	\$9,450.00
SHORT TERM PAVEMENT MARKING	154.0	\$308.00	34.0	\$2.0000	\$240.00
TEMPORARY PAVEMENT					

Local Public Agency	County	Route(s) (Street/Road)	Section Number				
City of Wilmington	Will	S. Arsenal @ Rte 53	08-00042-00-WR				
MARKING LETTERS AND SYMBOLS	SQ FT	109.2	\$147.42	109.2			\$1,3500
TEMPORARY PAVEMENT MARKING - LINE 4"	FOOT	43926.3	\$17,570.52	43926.3			\$0.4000
TEMPORARY PAVEMENT MARKING - LINE 6"	FOOT	249.6	\$162.24	249.6			\$0.6500
TEMPORARY PAVEMENT MARKING - LINE 24"	FOOT	442.2	\$1,105.50	442.2			\$2.5000
WORK ZONE PAVEMENT MARKING REMOVAL	SQ FT	15660.76	\$21,925.06	4959.16	10701.6		\$14,982.24
TEMPORARY CONCRETE BARRIER	FOOT	204.7	\$2.05	204.7			\$0.0100
IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, WIDE), TEST LEVEL 3	EACH	2.0	\$0.02	2.0			\$0.0100
SIGN PANEL - TYPE 1	SQ FT	53.8	\$1,345.00	53.8			\$25.0000
SIGN PANEL - TYPE 2	SQ FT	54.0	\$1,620.00	18.0			\$30.0000
RELOCATE SIGN PANEL - TYPE 1	SQ FT	22.3	\$1,449.50	38.7	61.0		\$65.0000
TERMINAL MARKER - DIRECT APPLIED	EACH	6.0	\$210.00	3.0			\$35.0000
TELESCOPING STEEL SIGN SUPPORT	FOOT	192.0	\$2,880.00	60.0	132.0		\$15.0000
THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	109.2	\$469.56		109.2		\$4.3000
THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	5668.9	\$3,854.85	2230.1	7899.0		\$0.6800
THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	276.0	\$303.60	39.0	237.0		\$1.1000
THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	121.3	\$266.86	207.2	328.5		\$2.2000

Local Public Agency	County	Route(s) (Street/Road)	Section Number					
City of Wilmington	Will	S. Arsenal @ Rte 53	08-00042-00-WR					
POLYUREA PAVEMENT MARKING TYPE I - LETTERS AND SYMBOLS	SQ FT	218.4	\$1,965.60			218.4	\$9.0000	\$1,965.60
POLYUREA PAVEMENT MARKING TYPE I - LINE 4"	FOOT	6202.6	\$4,651.95	510.6		5692.0	\$0.7500	\$4,269.00
POLYUREA PAVEMENT MARKING TYPE I - LINE 6"	FOOT	249.6	\$399.36		231.4	481.0	\$1.6000	\$769.60
POLYUREA PAVEMENT MARKING TYPE I - LINE 8"	FOOT	1534.6	\$3,452.85			1508.0	\$2.2500	\$3,393.00
POLYUREA PAVEMENT MARKING TYPE I - LINE 12"	FOOT	103.4	\$465.30		186.6	290.0	\$4.5000	\$1,305.00
POLYUREA PAVEMENT MARKING TYPE I - LINE 24"	FOOT	109.1	\$981.90		46.4	155.5	\$9.0000	\$1,399.50
RAISED REFLECTIVE PAVEMENT MARKER	EACH	68.0	\$2,380.00		17.0	85.0	\$35.0000	\$2,975.00
ELECTRIC SERVICE INSTALLATION	EACH	1.0	\$1,487.00			1.0	\$1,487.0000	\$1,487.00
ELECTRIC UTILITY SERVICE CONNECTION	L SUM	1.0	\$10,000.00			1.0	\$10,000.0000	
SERVICE INSTALLATION - POLE MOUNTED	EACH	1.0	\$1,421.00			1.0	\$1,421.0000	\$1,421.00
UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	FOOT	3029.0	\$27,261.00			5.5	\$9.0000	\$27,211.50
UNDERGROUND CONDUIT, GALVANIZED STEEL, 2 1/2" DIA.	FOOT	295.0	\$5,015.00		16.5	311.5	\$17.0000	\$5,295.50
UNDERGROUND CONDUIT, GALVANIZED STEEL, 3" DIA.	FOOT	113.0	\$3,842.00		18.0	131.0	\$34.0000	\$4,454.00
UNDERGROUND CONDUIT, GALVANIZED STEEL, 4" DIA.	FOOT	419.0	\$15,922.00		114.0	533.0	\$38.0000	\$20,254.00
HANDHOLE	EACH	5.0	\$5,475.00		3.0	8.0	\$1,095.0000	\$8,760.00
HEAVY-DUTY HANDHOLE	EACH	6.0	\$7,260.00		3.0	9.0	\$1,210.0000	\$10,890.00

DOUBLE HANDHOLE	EACH	1.0	\$2,762.00			1.0	\$2,762.0000	\$2,762.00
UNIT DUCT, 600V, 3-1C NO.4, 1/C NO.6 GROUND, (XLP-TYPE USE), 1 1/4" DIA. POLYETHYLENE	FOOT	3835.0	\$30,680.00	380.0		4215.0	\$8.0000	\$33,720.00
LUMINAIRE, SODIUM VAPOR, HORIZONTAL MOUNT, 400 WATT	EACH	23.0	\$6,670.00			23.0	\$290.0000	\$6,670.00
LIGHTING CONTROLLER, BASE MOUNTED, 240 VOLT, 100 AMP	EACH	1.0	\$7,283.00			1.0	\$7,283.0000	\$7,283.00
LIGHT POLE, ALUMINUM, 47.5 FT. M.H., 6 FT. MAST ARM	EACH	1.0	\$2,387.00			1.0	\$2,387.0000	\$2,387.00
LIGHT POLE, ALUMINUM, 47.5 FT. M.H., 10 FT. MAST ARM	EACH	1.0	\$2,450.00			1.0	\$2,450.0000	\$2,450.00
LIGHT POLE, ALUMINUM, 47.5 FT. M.H., 15 FT MAST ARM	EACH	18.0	\$45,000.00			18.0	\$2,500.0000	\$45,000.00
LIGHT POLE, ALUMINUM, 47.5 FT. M.H., 20FT MAST ARM	EACH	3.0	\$8,100.00			3.0	\$2,700.0000	\$8,100.00
LIGHT POLE FOUNDATION, 24" DIAMETER	FOOT	207.0	\$31,050.00			207.0	\$150.0000	\$31,050.00
BREAKAWAY DEVICE, TRANSFORMER BASE, 15 INCH BOLT CIRCLE	EACH	23.0	\$8,280.00			23.0	\$360.0000	\$8,280.00
MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	EACH	2.0	\$5,200.00			2.0	\$2,600.0000	\$5,200.00
TRANSCEIVER - FIBER OPTIC	EACH	1.0	\$4,600.00			1.0	\$4,600.0000	\$4,600.00
FIBER OPTIC CABLE IN CONDUIT, NO. 62.5/125, MM12F SM12F	FOOT	2675.0	\$5,350.00		2675.0		\$2.0000	

Local Public Agency	County	Route(s) (Street/Road)	Section Number				
City of Wilmington	Will	S. Arsenal @ Rte 53	08-00042-00-WR				
ELECTRIC CABLE IN CONDUIT, TRACER, NO. 14 1C	FOOT	2675.0	\$267.50	38.5	2713.5	\$0.1000	\$271.35
ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 3C	FOOT	601.0	\$420.70	103.0	704.0	\$0.7000	\$492.80
ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 5C	FOOT	2519.0	\$2,015.20	501.0	3020.0	\$0.8000	\$2,416.00
ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 7C	FOOT	622.0	\$559.80	109.5	731.5	\$0.9000	\$658.35
ELECTRIC CABLE IN CONDUIT, LEAD-IN, NO. 14 1 PAIR	FOOT	2314.0	\$1,619.80	670.5	2984.5	\$0.7000	\$2,089.15
ELECTRIC CABLE IN CONDUIT, SERVICE, NO. 6 2C	FOOT	36.5	\$47.45	136.5	173.0	\$1.3000	\$224.90
ELECTRIC CABLE IN CONDUIT, EQUIPMENT GROUNDING CONDUCTOR, NO. 6 1C	FOOT	658.0	\$592.20	226.0	884.0	\$0.9000	\$795.60
TRAFFIC SIGNAL POST, GALVANIZED STEEL 14 FT.	EACH	1.0	\$1,200.00		1.0	\$1,200.0000	\$1,200.00
TRAFFIC SIGNAL POST, GALVANIZED STEEL 16 FT.	EACH	1.0	\$1,200.00		1.0	\$1,200.0000	\$1,200.00
STEEL MAST ARM ASSEMBLY AND POLE, 38 FT.	EACH	1.0	\$7,020.00		1.0	\$7,020.0000	\$7,020.00
STEEL MAST ARM ASSEMBLY AND POLE, 44 FT.	EACH	1.0	\$7,650.00		1.0	\$7,650.0000	\$7,650.00
STEEL MAST ARM ASSEMBLY AND POLE, 46 FT.	EACH	1.0	\$7,760.00		1.0	\$7,760.0000	\$7,760.00

Local Public Agency	County	Route(s) (Street/Road)	Section Number					
City of Wilmington	Will	S. Arsenal @ Rte 53	08-00042-00-WR					
CONCRETE FOUNDATION, TYPE A	FOOT	8.0	\$1,480.00			8.0	\$185.0000	\$1,480.00
CONCRETE FOUNDATION, TYPE C	FOOT	4.0	\$1,900.00			4.0	\$475.0000	\$1,900.00
CONCRETE FOUNDATION, TYPE E 36-INCH DIAMETER	FOOT	48.0	\$8,400.00		6.0	42.0	\$175.0000	\$7,350.00
DRILL EXISTING HANDHOLE	EACH	1.0	\$280.00			1.0	\$280.0000	\$280.00
SIGNAL HEAD, LED, 1-FACE, 3-SECTION, MAST-ARM MOUNTED	EACH	5.0	\$3,550.00			5.0	\$710.0000	\$3,550.00
SIGNAL HEAD, LED, 1-FACE, 3-SECTION, BRACKET MOUNTED	EACH	4.0	\$2,280.00			4.0	\$570.0000	\$2,280.00
SIGNAL HEAD, LED, 1-FACE, 5-SECTION, BRACKET MOUNTED	EACH	2.0	\$1,600.00			2.0	\$800.0000	\$1,600.00
SIGNAL HEAD, LED, 1-FACE, 5-SECTION, MAST-ARM MOUNTED	EACH	2.0	\$2,200.00			2.0	\$1,100.0000	\$2,200.00
TRAFFIC SIGNAL BACKPLATE, LOUVERED, FORMED PLASTIC	EACH	7.0	\$1,085.00			7.0	\$155.0000	\$1,085.00
INDUCTIVE LOOP DETECTOR	EACH	8.0	\$1,000.00			8.0	\$125.0000	\$1,000.00
DETECTOR LOOP, TYPE 1	FOOT	192.0	\$2,688.00	96.0		288.0	\$14.0000	\$4,032.00
PERFORMED DETECTOR LOOP	FOOT	333.0	\$5,328.00		333.0		\$16.0000	
LIGHT DETECTOR	EACH	2.0	\$2,300.00			2.0	\$1,150.0000	\$2,300.00
LIGHT DETECTOR AMPLIFIER	EACH	1.0	\$3,000.00			1.0	\$3,000.0000	\$3,000.00
REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT	EACH	1.0	\$3,900.00		1.0		\$3,900.0000	
EMERGENCY VEHICLE								

Local Public Agency	County	Route(s) (Street/Road)	Section Number				
City of Wilmington	Will	S. Arsenal @ Rte 53	08-00042-00-WR				
PRIORITY SYSTEM LINE SENSOR CABLE, NO. 20 3/C	601.0	103.0	704.0	\$360.60		\$0.6000	\$422.40
REMOVE FIRE HYDRANT AND VALVE ASSEMBLY	1.0		1.0	\$935.00		\$935.0000	\$935.00
DUCTILE IRON SLEEVE, 16"	1.0		1.0	\$1,400.00		\$1,400.0000	\$1,400.00
TEMPORARY ACCESS (FIELD ENTRANCE)	2.0		1.0	\$510.00		\$255.0000	\$255.00
STEEL GRATE WALKWAY	35.0		5.0	\$5,775.00		\$165.0000	\$4,950.00
WATER MAIN TO BE ABANDONED, 16"	543.0		23.0	\$2,172.00		\$4.0000	\$2,080.00
CUT AND CAP EXISTING 16" WATER MAIN	4.0		1.0	\$4,800.00		\$1,200.0000	\$3,600.00
CONNECTION TO EXISTING WATER MAIN 16"	2.0		1.0	\$7,400.00		\$3,700.0000	\$3,700.00
FIRE HYDRANT ASSEMBLY COMPLETE	2.0		1.0	\$10,000.00		\$5,000.0000	\$5,000.00
TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1.0		1.0	\$30,000.00		\$30,000.0000	\$30,000.00
WET REFLECTIVE TEMPORARY TAPE, TYPE III - LETTERS AND SYMBOLS	109.2	22.5	131.7	\$393.12		\$3.6000	\$474.12
WET REFLECTIVE TEMPORARY TAPE TYPE III, 4 INCH	33687.0		27824.0	\$40,424.40	5863.0	\$1.2000	\$33,388.80
WET REFLECTIVE TEMPORARY TAPE TYPE III, 24 INCH	138.0		49.5	\$993.60	88.5	\$7.2000	\$356.40
FULL ACTUATED CONTROLLER AND TYPE SUPER P CABINET (SPECIAL)	1.0		1.0	\$32,000.00		\$32,000.0000	\$32,000.00
UNINTERRUPTIBLE POWER SUPPLY, SPECIAL	1.0		1.0	\$3,900.00		\$3,900.0000	\$3,900.00



Local Public Agency: **City of Wilmington** County: **Will** Route(s) (Street/Road): **S. Arsenal @ Rte 53** Section Number: **08-00042-00-WR**

Item Description	Quantity	Unit	Rate	Total	Rate	Total	Rate	Total
BOX CULVERTS TO BE CLEANED	142.0	FOOT	\$1,704.00		142.0			\$12,000.00
CONSTRUCTION LAYOUT	1.0	L SUM	\$15,000.00			1.0		\$15,000.0000
REMOVING AND RESETTING POSTS	1.0	EACH	\$200.00		1.0			\$200.0000
REMOVING AND RESETTING STREET SIGNS	1.0	EACH	\$200.00		1.0			\$200.0000
RESETTING SURVEY MONUMENTS	1.0	EACH	\$2,000.00		1.0			\$2,000.0000
RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM LEVEL 1	1.0	EACH	\$1,200.00			1.0		\$1,200.0000
TEMPORARY TRAFFIC SIGNAL TIMING	1.0	EACH	\$1,000.00			1.0		\$1,000.0000
SAW CUTTING (FULL DEPTH)	1431.4	FOOT	\$5,725.60	477.8		1909.2		\$4,000.00
TEMPORARY PAVEMENT	668.7	SQ YD	\$31,428.90		2.3			\$47,000.00
<b>Total</b>			<b>\$2,345,208.66</b>					<b>\$1,928,701.66</b>

Miscellaneous Extras and Credits		Values
DIP WM 16 (Auth #1, #2 & #5, REPLACES ITEM 5610100, WM 16) 549.6 LF		\$41,522.28
FOCC 62.5/125 MM12SM24 (REPLACES ITEM 87100020, FOCC 62.5/125 MM		\$5,996.84
RAISED REFLECTIVE MARKER REMOVAL (83.0 EACH AT \$25.00/EACH - Au		\$2,075.00
MAINTENANCE OF TEMP TS (11/2/17, 11/8/17 CALLOUTS)		\$1,302.49
MAINTENANCE OF TEMP TS (5/7/18 TO 3/29/19 CALLOUTS)		\$6,942.77
MAINTENANCE OF TEMP TS (7/3/19 TO 10/10/20 CALLOUTS)		\$12,806.57
MAINTENANCE OF TEMP TS (12/10/20 TO 8/20/21 CALLOUTS)		\$3,032.58
MAINTENANCE OF TEMP TS (4/29/22 CALLOUT)		\$611.61
MAINTENANCE OF TEMP TS (8/5/22 CALLOUT)		\$1,197.97
MAINTENANCE OF TEMP TS (8/5/22 REPAIR)		\$4,699.28
MAINTENANCE - NORTH RIVER ROAD TS KNOCKDOWN (8/23/22 REPAIR)		\$2,267.48
RADAR DETECTION SYSTEM - ONE DIRECTION		\$15,655.50
INEFFICIENCY COSTS FOR DELAYS		\$67,608.13

Local Public Agency  
City of Wilmington

County  
Will

Route(s) (Street/Road)  
S. Arsenal @ Rte 53

Section Number  
08-00042-00-WR

Total Miscellaneous Extras and Credits		\$165,718.50
Total Value of Completed Work		\$2,094,420.16
Deduct Retainage		\$0.00
Balance Due of Completed Work		\$2,094,420.16
Miscellaneous Debits		
Values		
Total Miscellaneous Debits		
Net Cost of Section		\$2,094,420.16
Previous Payments		\$1,976,503.90
Net Amount Due		\$117,916.26

- The Local Public Agency (LPA) certifies that the above pay estimate quantities do not require submission to the Department of Transportation of a Change in Plans (BLR 13210).
- The LPA certifies that a Change in Plans (BLR 13210) has been submitted to, and approved by the Department of Transportation as required for the above quantities.
- The LPA is under agreements of understanding and has completed the required paperwork and documentation, with submissions made per the agreement.

Local Public Agency	County	Route(s) (Street/Road)	Section Number
City of Wilmington	Will	S. Arsenal @ Rte 53	08-00042-00-WR
Resident Engineer	Date	Prepared by	Title
<i>Brandt Zentner</i>	11/21/22	Brandt Zentner	Construction Manager
Local Agency	Date	Approved	Date
		Regional Engineer	

**Instructions for BLR 13230**

**Form instructions are not to be submitted with the form.**

This form shall be used for all day labor and contract projects, (maintenance or construction) to document payment to a contractor for work performed. See Chapter 13 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements, refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

Local Public Agency	Insert the name of the Local Public Agency (LPA).
County	Select the name of the County where the LPA is located.
Route	Insert the name of the route the project is located on.
Section Number	Insert the section number assigned to this project without dashes. If there are two section numbers assigned to the project, click on the plus sign. In the additional box labeled Section (2) add the second section number.
Estimate #	Insert the sequential number of the estimate.
Final	Check the box if this is the final pay estimate.
Payable to Name	Insert the name of the contractor.
Payable to Address	Insert the address for the contractor listed to the above.
Date From	Insert the beginning date of work for this pay estimate.
Date To	Insert the ending date of work for this pay estimate.
Pay Items	
Pay Items	Insert the unit of measure for the pay item.
Unit of Measure	Insert the unit of measure for the item.
Awarded	
Quantity	Insert the quantity of the pay item from the awarded contract.
Values	This is a calculated field, no entry is necessary.
Approved Change in Plans	All quality changes must be approved by IDOT using BLR 13210. In order to enter changes in quantity (added or deducted) the amounts must be approved by IDOT on BLR 13210 first. IDOT requires submission of a Change of Plans (BLR 13210) to document any plan changes. See BLRS Manual Chapter 13, section 13-2.03 (c).
Added	Insert any approved additions to awarded quantity.
Deducted	Insert any approved deductions to the awarded quantity.
Completed to Date	
Quantity	Insert the quantity completed to date for this pay item.
Unit Price	Insert the awarded unit price for this pay item. This field allows for a maximum of 4 decimal places.
Value	This is a calculated field, no entry is necessary.
Miscellaneous Extras and Credits	
Miscellaneous Extras and Credits	Insert a description of the approved miscellaneous extras and credits (e.g., agreed price items, extra work, etc.)
Values	Insert the dollar value of the approved miscellaneous extras and credits.
Total Misc. Extras and Credits	This is a calculated field, no entry is necessary.
Total Value of Completed Work	This is a calculated field, no entry is necessary.
Deduct Retainage	If this is the final pay estimate, the amount will be zero.
Balance Due on Completed Work	This is a calculated field, no entry is necessary.
Miscellaneous Debits	
Miscellaneous Debits	Insert the approved miscellaneous debits (e.g. liquidated damages, surface variations, etc.)
Values	Insert the dollar value of the approved miscellaneous debit.
Total Miscellaneous Debits	This is a calculated field, no entry is necessary.
Net Cost of Section	This is a calculated field, no entry is necessary.
Previous Payments	Insert the total dollar value(s) of previously approved pay estimates to the contractor.
Net Amount Due	This is a calculated field; no entry is necessary.
Button Functionality	Use the Add Row (+) and/or Remove Row (-) buttons located at the beginning of each line/row to either add a row directly below the row that the Add (+) button is clicked on or remove the actual row that the Remove (-) button is clicked on.



**A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District Office.**

Following the Regional Engineer's approval, distribution will be as follows:

    Bureau of Local Roads and Streets Office

    LPA Clerk

    LPA Engineer



Local Public Agency City Of Wilmington	County Will	Route S. Arsenal @ Rte 53	Section Number 08-00042-00-WR
Request Number 13	<input checked="" type="checkbox"/> Final		
Contractor Austin Tyler Construction Inc.			
Address 23343 South Ridge Road	City Elwood	State IL	Zip Code 60421
Date 11/21/22			

I recommend that this Addition be made to the above contract.

The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the unit prices.

Item Description	Unit of Measure	Quantity	Unit Price	Addition (A) or Deduction (D)	Total Addition	Total Deduction
- EARTH EXCAVATION	UNIT	2355.2	\$26.000	D	\$0.00	\$61,235.20
- REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	724.0	\$31.000	D	\$0.00	\$22,444.00
- TRENCH BACKFILL	CU YD	1.5	\$50.000	A	\$75.00	\$0.00
- GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	3432.4	\$1.750	D	\$0.00	\$6,006.70
- TOPSOIL EXCAVATION AND PLACEMENT	CU YD	2314.9	\$22.000	D	\$0.00	\$50,927.80
- SEEDING, CLASS 2A	ACRE	0.757	\$1,220.000	D	\$0.00	\$923.54
- NITROGEN FERTILIZER NUTRIENT	POUN	73.6	\$1.000	D	\$0.00	\$73.60
- PHOSPHORUS FERTILIZER NUTRIENT	POUN	73.6	\$1.000	D	\$0.00	\$73.60
- POTASSIUM FERTILIZER NUTRIENT	POUN	73.6	\$1.000	D	\$0.00	\$73.60
- EROSION CONTROL BLANKET	SQ YD	2367.7	\$1.000	D	\$0.00	\$2,367.70
- HEAVY DUTY EROSION CONTROL BLANKET	SQ YD	1378.8	\$1.500	D	\$0.00	\$2,068.20
- TEMPORARY EROSION CONTROL SEEDING	POUN	291.8	\$6.000	D	\$0.00	\$1,750.80
- TEMPORARY DITCH CHECKS	FOOT	10.0	\$15.000	D	\$0.00	\$150.00
- PERIMETER EROSION BARRIER	FOOT	321.0	\$2.000	A	\$642.00	\$0.00
- INLET AND PIPE PROTECTION	EACH	18.0	\$200.000	D	\$0.00	\$3,600.00
- TEMPORARY EROSION CONTROL BLANKET	SQ YD	12810.0	\$1.000	D	\$0.00	\$12,810.00
- TEMPORARY HEAVY DUTY EROSION CONTROL BLANKET	SQ YD	1378.7	\$1.500	D	\$0.00	\$2,068.05
- STONE RIPRAP, CLASS A3	SQ YD	109.7	\$38.000	D	\$0.00	\$4,168.60
- AGGREGATE SUBGRADE IMPROVEMENT	CU YD	823.3	\$30.000	D	\$0.00	\$24,699.00
- AGGREGATE SUBGRADE IMPROVEMENT 12"	SQ YD	400.4	\$11.000	D	\$0.00	\$4,404.40

Item Description	Unit of Measure	Quantity	Unit Price	Addition (A) or Deduction (D)	Total Addition	Total Deduction
SUBBASE GRANULAR MATERIAL, TYPE B 4"	SQ YD	479.0	\$4.500	D	\$0.00	\$2,155.50
STABILIZED SUBBASE - HOT-MIX ASPHALT, 4"	SQ YD	270.4	\$14.500	A	\$3,920.80	\$0.00
HOT-MIX ASPHALT BASE COURSE, 12"	SQ YD	129.9	\$39.000	D	\$0.00	\$5,066.10
HOT-MIX ASPHALT BASE COURSE WIDENING, 12"	SQ YD	269.0	\$72.000	A	\$19,368.00	\$0.00
BITUMINOUS MATERIALS (PRIME COAT)	POUN	14925.0	\$0.750	D	\$0.00	\$11,193.75
POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, STONE MATRIX ASPHALT, N80	TON	34.2	\$100.000	D	\$0.00	\$3,420.00
POLYMERIZED HOT MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, N80	TON	3.2	\$1.500	D	\$0.00	\$4.80
POLYMERIZED HOT-MIX ASPHALT BINDER COURSE IL-19.0, N90, 8" (3 LIFTS)	TON	148.3	\$74.000	D	\$0.00	\$10,974.20
POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, MIX "F", N90	TON	51.2	\$1.600	A	\$81.92	\$0.00
PORTLAND CEMENT CONCRETE PAVEMENT 10"	SQ YD	1.4	\$75.000	D	\$0.00	\$105.00
PAVEMENT REMOVAL	SQ YD	258.1	\$10.000	A	\$2,581.00	\$0.00
COMBINATION CURB AND GUTTER REMOVAL	FOOT	66.7	\$10.000	A	\$667.00	\$0.00
PAVED SHOULDER REMOVAL	FOOT	412.2	\$17.000	D	\$0.00	\$7,007.40
CLASS C PATCHES, TYPE IV, 14 INCH	SQ YD	127.3	\$215.000	A	\$27,369.50	\$0.00
CLASS D PATCHES, TYPE II, 10 INCH	SQ YD	15.1	\$113.000	D	\$0.00	\$1,706.30
AGGREGATE SHOULDERS, TYPE B 8"	SQ YD	1006.8	\$12.000	D	\$0.00	\$12,081.60
HOT-MIX ASPHALT SHOULDERS, 10"	SQ YD	316.4	\$42.000	D	\$0.00	\$13,288.80
CONCRETE STRUCTURES	CU YD	5.0	\$2,700.000	D	\$0.00	\$13,500.00
REINFORCEMENT BARS	POUN	267.0	\$0.010	D	\$0.00	\$2.67
TEMPORARY SOIL RETENTION SYSTEM	SQ FT	4054.0	\$0.010	D	\$0.00	\$40.54
BOX CULVERT END SECTIONS, CULVERT NO. 1	EACH	2.0	\$9,400.000	D	\$0.00	\$18,800.00
BOX CULVERT END SECTIONS, CULVERT NO. 2	EACH	2.0	\$14,000.000	D	\$0.00	\$28,000.00
PRECAST CONCRETE BOX CULVERTS- 4' x 3'	FOOT	4.5	\$448.000	A	\$2,016.00	\$0.00
PRECAST CONCRETE BOX CULVERTS- 6' x 3'	FOOT	2.5	\$492.000	A	\$1,230.00	\$0.00
PIPE CULVERTS, CLASS A, TYPE 1 24"	FOOT	150.0	\$74.000	D	\$0.00	\$11,100.00

PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24"	EACH	6.0	\$1,080.000	D	\$0.00	\$6,480.00
STORM SEWERS, CLASS A, TYPE 2 12"	FOOT	31.9	\$41.000	D	\$0.00	\$1,307.90
STORM SEWERS, CLASS A, TYPE 2 15"	FOOT	11.0	\$46.000	D	\$0.00	\$506.00
STORM SEWERS, CLASS A, TYPE 2 18"	FOOT	3.0	\$48.000	D	\$0.00	\$144.00
STORM SEWERS, CLASS A, TYPE 2 24"	FOOT	3.9	\$63.000	A	\$245.70	\$0.00
STORM SEWERS, CLASS B, TYPE 2 36"	FOOT	3.0	\$372.000	D	\$0.00	\$1,116.00
WATER MAIN 16"	FOOT	546.7	\$55.000	D	\$0.00	\$30,068.50
DUCTILE IRON WATER MAIN FITTINGS 16" 45.00 DEGREE BEND	EACH	1	\$1,700.000	A	\$1,700.00	\$0.00
CONTROLLED LOW-STRENGTH MATERIAL	CU YD	20.0	\$260.000	D	\$0.00	\$5,200.00
INLETS, TYPE A, TYPE 24 FRAME AND GRATE	EACH	1.0	\$1,275.000	D	\$0.00	\$1,275.00
COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	87.4	\$30.000	A	\$2,622.00	\$0.00
COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	FOOT	47.3	\$21.000	D	\$0.00	\$993.30
CONCRETE THRUST BLOCKS	EACH	1.0	\$75.000	D	\$0.00	\$75.00
STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	FOOT	302.2	\$25.000	D	\$0.00	\$7,555.00
TRAFFIC BARRIER TERMINAL, TYPE 1 (SPECIAL) TANGENT	EACH	3.0	\$2,400.000	D	\$0.00	\$7,200.00
GUARDRAIL REMOVAL	FOOT	28.1	\$5.000	A	\$140.50	\$0.00
SHOULDER RUMBLE STRIPS, 8 INCH	FOOT	673.1	\$4.500	D	\$0.00	\$3,028.95
NON-SPECIAL WASTE DISPOSAL	CU YD	175.0	\$53.000	D	\$0.00	\$9,275.00
SPECIAL WASTE PLANS AND REPORTS	L SUM	1.0	\$4,400.000	D	\$0.00	\$4,400.00
SOIL DISPOSAL ANALYSIS	EACH	2.0	\$1,650.000	D	\$0.00	\$3,300.00
ENGINEER'S FIELD OFFICE, TYPE A	CAL M	3.0	\$3,000.000	D	\$0.00	\$9,000.00
SHORT TERM PAVEMENT MARKING	FOOT	34.0	\$2.000	D	\$0.00	\$68.00
TEMPORARY PAVEMENT MARKING LETTERS AND SYMBOLS	SQ FT	109.2	\$1.350	D	\$0.00	\$147.42
TEMPORARY PAVEMENT MARKING - LINE 4"	FOOT	43926.3	\$0.400	D	\$0.00	\$17,570.52
TEMPORARY PAVEMENT MARKING - LINE 6"	FOOT	249.6	\$0.650	D	\$0.00	\$162.24

TEMPORARY PAVEMENT MARKING - LINE 24"	FOOT	442.2	\$2.500	D	\$0.00	\$1,105.50
WORK ZONE PAVEMENT MARKING REMOVAL	SQ FT	4959.16	\$1.400	D	\$0.00	\$6,942.82
TEMPORARY CONCRETE BARRIER	FOOT	204.7	\$0.010	D	\$0.00	\$2.05
IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, WIDE), TEST LEVEL 3	EACH	2.0	\$0.010	D	\$0.00	\$0.02
SIGN PANEL - TYPE 2	SQ FT	18.0	\$30.000	D	\$0.00	\$540.00
RELOCATE SIGN PANEL - TYPE 1	SQ FT	38.7	\$65.000	A	\$2,515.50	\$0.00
TERMINAL MARKER - DIRECT APPLIED	EACH	3.0	\$35.000	D	\$0.00	\$105.00
TELESCOPING STEEL SIGN SUPPORT	FOOT	60.0	\$15.000	D	\$0.00	\$900.00
THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	2230.1	\$0.680	A	\$1,516.47	\$0.00
THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	39.0	\$1.100	D	\$0.00	\$42.90
THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	207.2	\$2.200	A	\$455.84	\$0.00
POLYUREA PAVEMENT MARKING TYPE I - LINE 4"	FOOT	510.6	\$0.750	D	\$0.00	\$382.95
POLYUREA PAVEMENT MARKING TYPE I - LINE 6"	FOOT	231.4	\$1.600	A	\$370.24	\$0.00
POLYUREA PAVEMENT MARKING TYPE I - LINE 8"	FOOT	26.6	\$2.250	D	\$0.00	\$59.85
POLYUREA PAVEMENT MARKING TYPE I - LINE 12"	FOOT	186.6	\$4.500	A	\$839.70	\$0.00
POLYUREA PAVEMENT MARKING TYPE I - LINE 24"	FOOT	46.4	\$9.000	A	\$417.60	\$0.00
RAISED REFLECTIVE PAVEMENT MARKER	EACH	17.0	\$35.000	A	\$595.00	\$0.00
ELECTRIC UTILITY SERVICE CONNECTION	L SUM	1.0	\$10,000.000	D	\$0.00	\$10,000.00
UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	FOOT	5.5	\$9.000	D	\$0.00	\$49.50
UNDERGROUND CONDUIT, GALVANIZED STEEL, 2 1/2" DIA.	FOOT	16.5	\$17.000	A	\$280.50	\$0.00
UNDERGROUND CONDUIT, GALVANIZED STEEL, 3" DIA.	FOOT	18.0	\$34.000	A	\$612.00	\$0.00
UNDERGROUND CONDUIT, GALVANIZED STEEL, 4" DIA.	FOOT	114.0	\$38.000	A	\$4,332.00	\$0.00
HANDHOLE	EACH	3.0	\$1,095.000	A	\$3,285.00	\$0.00
HEAVY-DUTY HANDHOLE	EACH	3.0	\$1,210.000	A	\$3,630.00	\$0.00
UNIT DUCT, 600V, 3-1C NO.4, 1/ C NO.6 GROUND, (XLP-TYPE USE), 1 1/4" DIA. POLYETHYLENE	FOOT	380.0	\$8.000	A	\$3,040.00	\$0.00



FIBER OPTIC CABLE IN CONDUIT, NO. 62.5/125, MM12F SM12F	FOOT	2675.0	\$2.000	D	\$0.00	\$5,350.00
ELECTRIC CABLE IN CONDUIT, TRACER, NO. 14 1C	FOOT	38.5	\$0.100	A	\$3.85	\$0.00
ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 3C	FOOT	103.0	\$0.700	A	\$72.10	\$0.00
ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 5C	FOOT	501.0	\$0.800	A	\$400.80	\$0.00
ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 7C	FOOT	109.5	\$0.900	A	\$98.55	\$0.00
ELECTRIC CABLE IN CONDUIT, LEAD-IN, NO. 14 1 PAIR	FOOT	670.5	\$0.700	A	\$469.35	\$0.00
ELECTRIC CABLE IN CONDUIT, SERVICE, NO. 6 2C	FOOT	136.5	\$1.300	A	\$177.45	\$0.00
ELECTRIC CABLE IN CONDUIT, EQUIPMENT GROUNDING CONDUCTOR, NO. 6 1C	FOOT	226.0	\$0.900	A	\$203.40	\$0.00
CONCRETE FOUNDATION, TYPE E 36-INCH DIAMETER	FOOT	6.0	\$175.000	D	\$0.00	\$1,050.00
DETECTOR LOOP, TYPE 1	FOOT	96.0	\$14.000	A	\$1,344.00	\$0.00
PREFORMED DETECTOR LOOP	FOOT	333.0	\$16.000	D	\$0.00	\$5,328.00
REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT	EACH	1.0	\$3,900.000	D	\$0.00	\$3,900.00
EMERGENCY VEHICLE PRIORITY SYSTEM LINE SENSOR CABLE, NO. 20 3/C	FOOT	103.0	\$0.600	A	\$61.80	\$0.00
TEMPORARY ACCESS (FIELD ENTRANCE)	EACH	1.0	\$255.000	D	\$0.00	\$255.00
STEEL GRATE WALKWAY	SQ YD	5.0	\$165.000	D	\$0.00	\$825.00
WATER MAIN TO BE ABANDONED, 16"	FOOT	23.0	\$4.000	D	\$0.00	\$92.00
CUT AND CAP EXISTING 16" WATER MAIN	EACH	1.0	\$1,200.000	D	\$0.00	\$1,200.00
CONNECTION TO EXISTING WATER MAIN 16"	EACH	1.0	\$3,700.000	D	\$0.00	\$3,700.00
FIRE HYDRANT ASSEMBLY COMPLETE	EACH	1.0	\$5,000.000	D	\$0.00	\$5,000.00
WET REFLECTIVE TEMPORARY TAPE, TYPE III - LETTERS AND SYMBOLS	SQ FT	22.5	\$3.600	A	\$81.00	\$0.00
WET REFLECTIVE TEMPORARY TAPE TYPE III, 4 INCH	FOOT	5863.0	\$1.200	D	\$0.00	\$7,035.60
WET REFLECTIVE TEMPORARY TAPE TYPE III, 24 INCH	FOOT	88.5	\$7.200	D	\$0.00	\$637.20
BOX CULVERTS TO BE CLEANED	FOOT	142.0	\$12.000	D	\$0.00	\$1,704.00
REMOVING AND RESETTING POSTS	EACH	1.0	\$200.000	D	\$0.00	\$200.00
REMOVING AND RESETTING STREET SIGNS	EACH	1.0	\$200.000	D	\$0.00	\$200.00
RESETTING SURVEY MONUMENTS	EACH	1.0	\$2,000.000	D	\$0.00	\$2,000.00

- SAW CUTTING (FULL DEPTH)	FOOT	477.8	\$4.000	A	\$1,911.20	\$0.00
- TEMPORARY PAVEMENT	SQ YD	2.3	\$47.000	D	\$0.00	\$108.10
- DIP WM 16 (Auth #1, #2 & #5, REPLACES ITEM 5610100, WM 16) 549.6 LF	FOOT	549.6	\$75.550	A	\$41,522.28	\$0.00
- FOCC 62.5/125 MM12SM24 (REPLACES ITEM 87100020, FOCC 62.5/125 MM)	FOOT	2713.5	\$2.210	A	\$5,996.84	\$0.00
- RAISED REFLECTIVE MARKER REMOVAL (83.0 EACH AT \$25.00/EACH - Au	EACH	83.0	\$25.000	A	\$2,075.00	\$0.00
- MAINTENANCE OF TEMP TS (11/2/17, 11/8/17 CALLOUTS)	L SUM	1.0	\$1,302.490	A	\$1,302.49	\$0.00
- MAINTENANCE OF TEMP TS (5/7/18 TO 3/29/19 CALLOUTS)	L SUM	1.0	\$6,942.770	A	\$6,942.77	\$0.00
- MAINTENANCE OF TEMP TS (7/3/19 TO 10/10/20 CALLOUTS)	L SUM	1.0	\$12,806.570	A	\$12,806.57	\$0.00
- MAINTENANCE OF TEMP TS (12/10/20 TO 8/20/21 CALLOUTS)	L SUM	1.0	\$3,032.580	A	\$3,032.58	\$0.00
- MAINTENANCE OF TEMP TS (4/29/22 CALLOUT)	L SUM	1.0	\$611.610	A	\$611.61	\$0.00
- MAINTENANCE OF TEMP TS (8/5/22 CALLOUT)	L SUM	1.0	\$1,197.970	A	\$1,197.97	\$0.00
- MAINTENANCE OF TEMP TS (8/5/22 REPAIR)	L SUM	1.0	\$4,699.280	A	\$4,699.28	\$0.00
- MAINTENANCE - NORTH RIVER ROAD TS KNOCKDOWN (8/23/22 REPAIR)	L SUM	1.0	\$2,267.480	A	\$2,267.48	\$0.00
- RADAR DETECTION SYSTEM - ONE DIRECTION	EACH	1.0	\$15,655.500	A	\$15,655.50	\$0.00
- INEFFICIENCY COSTS FOR DELAY IN TRANSFER OF SIGNALS	L SUM	1.0	\$67,608.130	A	\$67,608.13	\$0.00
-					\$0.00	\$0.00
-					\$0.00	\$0.00
Total Changes					\$255,091.27	\$505,879.77

Add Row

Total Net Change	(\$250,788.50)
Amount of Original Contract	\$2,345,208.66
Amount of Previous Change Orders	\$0.00
Amount of adjusted/final contract	\$2,094,420.16

Total net deduction \_\_\_\_\_ to date \_\_\_\_\_ (\$250,788.50) which is -10.69% of the contract price.

State fully the nature and reason for the change

Final Balancing Change Order. See Attached Sheet for additional reasons.

When the net increase or decrease in the cost of the contract is \$10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked:

- The Local Public Agency has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- The Local Public Agency has determined that the change is germane to the original contract is signed.
- The Local Public Agency has determined that this change is in the best interest of the Local Public Agency and is authorized by law.

Prepared By

Title of Preparer

Brandt T. Zentner

Manager of Construction Operations

Submitted/Approved

Local Public Agency

Date

BY:

Title:

**For a Road District project County Engineer signature required.**

County Engineer/Superintendent of Highways

Date

**Approved:**

**Illinois Department of Transportation**

Regional Engineer

Date

City of Wilmington  
Intersection Improvements  
F.A.P. RTE 846 (IL Route 53)  
South Arsenal Road  
Section: 08-00042-00-WR  
Will County

Authorization Number 13 (FINAL)

20200100 EARTH EXCAVATION – Additional quantity remains due to the elimination of the proposed ditch work/compensatory storage area along the east side of IL Rte 53. This work will be completed when the full buildout of South Arsenal Road is completed. This quantity is being deducted since it is no longer needed. The total cost being deducted exceeds \$10,000.

20201200 REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL – Less quantity required based on actual field measurements and field conditions. Area of anticipated undercuts was less than anticipated. The total cost being deducted is greater than \$10,000.

21101505 TOPSOIL EXCAVATION AND PLACEMENT - Additional quantity remains due to the elimination of the proposed ditch work/compensatory storage area along the east side of IL Rte 53. This work will be completed when the full buildout of South Arsenal Road is completed. This quantity is being deducted since it is no longer needed. The total cost being deducted exceeds \$10,000.

28001100 TEMPORARY EROSION CONTROL BLANKET - Additional quantity remains due to the elimination of the proposed ditch work/compensatory storage area along the east side of IL Rte 53. This work will be completed when the full buildout of South Arsenal Road is completed. This quantity is being deducted since it is no longer needed. The total cost being deducted exceeds \$10,000.

30300001 AGGREGATE SUBGRADE IMPROVEMENT - Less quantity required based on actual field measurements and field conditions. Area of anticipated undercuts was less than anticipated. The total cost being deducted is greater than \$10,000.

35600724 HOT-MIX ASPHALT BASE COURSE WIDENING, 12" – Additional quantity required based on actual field measurements. The total cost increase exceeds \$10,000.

40600275 BITUMINOUS MATERIALS (PRIME COAT) – This pay item was not used, since traffic was not allowed on the lifts of HMA. All quantity for this pay item will be deducted and exceeds \$10,000.

40603240 POLYMERIZED HOT-MIX ASPHALT BINDER COURSE IL-19.0, N90, 8" (3 LIFTS) – Less quantity was required based on actual field calculations. The total cost being deducted is greater than \$10,000.

44201409 CLASS C PATCHES, TYPE IV, 14 INCH – Additional quantity required due to unforeseen conditions of the existing HMA and actual field measurements. The total cost being added is greater than \$10,000.

48101600 AGGREGATE SHOULDERS, TYPE B 8" – Less quantity was required since the aggregate shoulders along IL Rte 53 were deducted from the contract. The total cost being deducted is greater than \$10,000.

48203037 HOT-MIX ASPHALT SHOULDERS, 10" - Less quantity was required since the shoulders along IL Rte 53 were deducted from the contract. The total cost being deducted is greater than \$10,000.

50300225 CONCRETE STRUCTURES – Less quantity required to meet the intent of the plans. The total cost being deducted is greater than \$10,000.

54001001 BOX CULVERT END SECTIONS, CULVERT NO.1, 5401002 BOX CULVERT END SECTIONS, CULVERT NO.2, 542A0229 PIPE CULVERTS, CLASS A, TYPE 1 24" – Pay Item was not needed since the final buildout will be completed in the future. The total cost being deducted is greater than \$10,000.

56101000 WATER MAIN 16" – Due to a requested material change from C905 PVC to ductile iron pipe, this pay item was replaced with the new pay item DIP WM 16. The total cost deducted is greater than \$10,000.

70300220 TEMPORARY PAVEMENT MARKING – LINE 4" – Less quantity was required to meet the intent of the plans. Actual quantity is based on actual field measurements. The total cost being deducted is greater than \$10,000.

80400100 ELECTRIC UTILITY SERVICE CONNECTION – This pay item was not needed to meet the intent of the plans. The total cost being deducted is greater than \$10,000.

DIP WM 16 – Due to a requested material change from C905 PVC to ductile iron pipe, this new pay item replaces the existing pay item 56101000 WATER MAIN 16". The deducted cost of the existing 56101000 pay item will off-set the cost of this new pay item. However, the total cost being added is greater than \$10,000.

FOCC 62.5/125 MM12SM24 – This new pay item replaces the existing pay item 8700020 FIBER OPTIC CABLE IN CONDUIT, NO. 62.5/125, MM12F SM12F. This new pay item was requested by IDOT as part of a material submittal. The cost of this new pay item is off-set by the deletion of pay item 8700020. The total additional cost is \$646.84.

RAISED REFLECTIVE MARKER REMOVAL – New pay item added to meet the intent of the plans. This pay item was not included in the bid quantities. An AUP was submitted and accepted with an added total cost of \$2,075.00.

MAINTENANCE OF TEMP TS (11/2/17, 11/8/17 CALLOUTS), MAINTENANCE OF TEMP TS (5/7/18 TO 3/29/19 CALLOUTS), MAINTENANCE OF TEMP TS (7/3/19 TO 10/10/20 CALLOUTS), MAINTENANCE OF TEMP TS (12/10/20 TO 8/20/21 CALLOUTS), MAINTENANCE OF TEMP TS (4/29/22 CALLOUT), MAINTENANCE OF TEMP TS (8/5/22 CALLOUT), MAINTENANCE OF TEMP TS (8/5/22 REPAIR), MAINTENANCE – NORTH RIVER ROAD TS KNOCKDOWN (8/23/22 REPAIR) – New force account pay items created to cover costs of traffic signal maintenance callouts. Extended maintenance of the new signals

and temporary signals was necessary due to construction delays related to acceptance of new signals, redesign of the SE corner of IL Rte 53 and S. Arsenal Rd, and utility conflicts. The total additional cost of these new pay items exceeds \$10,000.

RADAR DETECTION SYSTEM-ONE DIRECTION – New pay item requested by IDOT for South Arsenal Road. The total additional cost for this pay item exceeds \$10,000.

INEFFICIENCY COSTS FOR DELAYS – See attached letter and summary of costs.

# Austin Tyler Construction, INC.

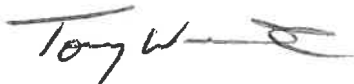
10/24/2022

City of Wilmington

South Arsenal & Route 53 Reconstruction

This project was bid out by the city of Wilmington on August 9<sup>th</sup> 2016. The project was supposed to be completed by December 16<sup>th</sup> 2016. When bidding this project our prices reflect the costs of labor and materials between the months of August 9<sup>th</sup> 2016 and December 16<sup>th</sup> 2016. There were numerous delays to this project including an IDOT utility permit delay affecting pre stage construction, relocation of AT&T fiber optic cable affecting stage 1 and 2, Nicor gas main relocation affecting stage 2, and US Army corps of engineer permit delays affecting stage 1 and outfall. As the project progressed and was almost completed, IDOT determined a design issue with the turning radius making a right hand turn off route 53 onto Arsenal road on September 22<sup>nd</sup> 2017. Plans needed to be redesigned to correct the radius to allow truck traffic to make the turn. On September 14 2020 we were authorized to proceed on separate contract for Wilmington just down the street from the South Arsenal project. The city of Wilmington, ESI engineering, and Austin Tyler Construction agreed to link work scopes with the new project and the South Arsenal project in an effort to keep the AUP costs down. On November 19 2020 I submitted an AUP for the South Arsenal radius modification change order work that IDOT was requiring. The project was then delayed further while we waited to hear back on how we would be reimburse for the change order work. My pricing reflected the increase costs of materials and labor from December 16<sup>th</sup> 2016 to November 19 2020. The actual work was not completed until 2022, but I have not revised my prices since November 19 2020. My AUP also reflected coordinating the South Arsenal project with the other contract we have with Wilmington which helped to keep costs down, being that the South Arsenal change order had a lot of small quantity items. Due to all the delays and changes this project was completed 6 years after time of bid. I am requesting the approval of my AUP which reflects the change order work required and the increased costs associated with the completion of this work.

Tony Wellner – Estimator / Project Manager



815-726-1090 Ext: 204

[Twellner@austin-tyler.com](mailto:Twellner@austin-tyler.com)

ITEM	QUANTITY	UNIT	BEFORE COST	REVISIONS	REVISD UNIT COST	REVISED TOTAL	% Increase
EARTH EXCAVATION	42.7	CU YD	\$ 1,130.20		\$ 69.80	\$ 2,980.46	168%
REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	42.7	CU YD	\$ 1,130.20		\$ 74.45	\$ 3,179.02	140%
TOPSOIL EXCAVATION AND PLACEMENT	22.9	CU YD	\$ 605.84		\$ 136.97	\$ 3,136.61	523%
SEEDING, CLASS 2A	0.043	ACRE	\$ 12,710.00		\$ 62,046.62	\$ 2,668.00	4986%
EROSION CONTROL BLNK	206	SQ YD	\$ 1.00		\$ 41.36	\$ 8,570.16	4036%
AGGREGATE SUBGRADE IMPROVEMENT 12"	127	SQ YD	\$ 13,570.00		\$ 40.88	\$ 5,191.76	272%
PORTLAND CEMENT CONCRETE PAVEMENT 10"	69.9	SQ YD	\$ 1,742.00		\$ 211.45	\$ 14,780.36	182%
COMBINATION CURB AND GUTTER REMOVAL	135	FOOT	\$ 1,350.00		\$ 29.36	\$ 3,963.60	194%
COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	82	FOOT	\$ 2,400.00		\$ 62.76	\$ 5,145.32	109%
COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	43.5	FOOT	\$ 1,130.20		\$ 64.92	\$ 2,824.02	209%
WORK ZONE PAVEMENT MARKING REMOVAL	81.5	SQ FT	\$ 1.46		\$ 4.14	\$ 337.41	196%
POLYUREA PAVEMENT MARKING TYPE I - LINE 4"	447	FOOT	\$ 0.75		\$ 2.48	\$ 1,108.56	231%
POLYUREA PAVEMENT MARKING TYPE I - LINE 24"	31	FOOT	\$ 5.00		\$ 51.71	\$ 1,603.01	475%
INDUCTIVE LOOP DETECTOR	8	EACH	\$ 1,000.00		\$ 154.87	\$ 1,238.96	24%
DETECTOR LOOP, TYPE 1	288	FOOT	\$ 1.00		\$ 19.98	\$ 5,754.24	43%
SAW CUTTING (FULL DEPTH)	139.2	FOOT	\$ 3.00		\$ 8.86	\$ 1,233.31	122%
NEW ITEM THAT I REQUESTED NEW PRICING DUE TO DIFFERENT PRODUCT						\$ 63,665.80	
NEW ITEM'S THAT SHOULD BE T&M						\$ 42,789.49	
MOBILIZATION	1	L SUM			\$ 6,204.66	\$ 6,204.66	
TRAFFIC CONTROL	1	L SUM			\$ 12,409.32	\$ 12,409.32	
CONSTRUCTION LAYOUT	1	L SUM			\$ 6,204.66	\$ 6,204.66	
TOTAL			\$ 70,876.51		\$	\$ 110,510.99	

⇒ Difference in Cost For Individual = 863,665.80 - 20,876.31 = 842,789.49

Line Items

→ add Costs for all Traffic Control, Mobilization = 24,818.64

and Layout for extra work

667,608.13



# Austin Tyler Construction, INC.

19-Nov-20

Christian Hass  
ESI Consultants , LTD  
1979 N. Mill Street Suite 100  
Naperville , Illinois 60563

Re: Wilmington-Arsenal & Rt53 Reconstruction

Dear Eric,

I respectfully submit the following agreed unit price for the above mentioned project:

REVISED UNIT PRICING FOR KNOW REMAINING WORK TO COMPLETE THE PROJECT ATTACHED

If there are any questions concerning this unit price please call me at (815) 726-1090.

Sincerely,



Tony Wellner  
Project Manager

PRICING ACCEPTED BY: \_\_\_\_\_

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

Proposal

AUSTIN TYLER CONSTRUCTION, INC.

Job Code: 18-262X

Description: WILMINGTON S ARSENAL & 53

Revised 2020

Pricing

TW 11/19/2020

Pay Item No.	Description Subtotal Description	Quantity	Unit of Measure	Unit Price	Total Price
1	EARTH EXCAVATION	90.00	CY	69.80	6,282.00
2	REM & DISP OF UNSUIT MAT	20.00	CY	74.45	1,489.00
3	GEOTECH FABRIC FOR GROUND STABILIZATION	125.00	SY	3.42	427.50
4	TOPSOIL EXCAVATION & PLACEMENT	10.00	CY	136.97	1,369.70
5	SEEDING, CL 2A	0.01	Acre	62,046.62	620.47
6	NITROGEN FERTILIZER NUTRIENT	2.00	Pound	124.09	248.18
7	PHOSPHORUS FERTILIZER NUTRIENT	2.00	Pound	124.09	248.18
8	POTASSIUM FERTILIZER NUTRIENT	2.00	Pound	124.09	248.18
9	EROSION CONTROL BLANKET	30.00	SY	41.36	1,240.80
10	AGG SUBGRADE IMPROVEMENT	10.00	CY	105.60	1,056.00
11	AGG SUBGRADE IMPROVEMENT 12"	125.00	SY	40.88	5,110.00
12	STABILIZED SUBGRADE - HMA, 4"	125.00	SY	82.24	10,280.00
13	PCC PAVT 10"	80.00	SY	211.45	16,916.00
14	COMB C&G REM	140.00	LF	29.36	4,110.40
15	COMB CONC C&G T B-6.12	90.00	LF	62.76	5,648.40
16	COMB CONC C&G T B-6.24	50.00	LF	64.92	3,246.00
17	MOBILIZATION	1.00	LS	6,204.66	6,204.66
18	WORK ZONE PVT MK REM	300.00	SF	4.14	1,242.00
19	POLY PVT MK 4"	800.00	LF	2.48	1,984.00
20	POLY PVT MK 24"	12.00	LF	51.71	620.52
21	UC GALV 4"	5.00	LF	46.41	232.05
22	INDUCTIVE LOOP DETECTOR	8.00	Each	154.87	1,238.96
23	DETECTOR LOOP T1	192.00	LF	19.98	3,836.16
24	PREFORMED DETECTOR LOOP	333.00	LF	19.85	6,610.05
25	RADAR VEHICLE DETECTION SYSTEM -1 DIRECTION	1.00	Each	22,026.55	22,026.55
26	TRAFFIC CONTROL	1.00	LS	12,409.32	12,409.32
27	CONSTRUCTION LAYOUT	1.00	LS	6,204.66	6,204.66
28	SAW CUTTING FD	140.00	LF	8.86	1,240.40
29	REMOVE HANDHOLE	1.00	Each	2,182.47	2,182.47
30	TBT - T1S FLARE	1.00	Each	4,057.23	4,057.23
31	TBT-T2	1.00	Each	1,966.88	1,966.88
32	SPBGR TY A, 6' POST	25.00	Each	27.49	687.25
33	TERMINAL MARKER DA	1.00	Each	43.43	43.43



# Final Report of Expenditures



Local Public Agency City of Wilmington	County Will	Section Number 08-00042-00-WR
Contractor Austin Tyler Construction, Inc.	Award Date 08/23/16	Award Amount \$2,345,208.66

Was this project a bondable capital improvement?  Yes  No

Financial Statement						
Total Funds Received		Expenditures				Surplus/Deficit
Source	Amount	Construction	Engineering	Right of Way		
EDP	\$2,227,948.23	\$2,094,420.16	\$0.00	\$0.00		\$133,528.07
EDP	\$296,461.98	\$0.00	\$296,462.01	\$0.00		(\$0.03)
EDP	\$0.00	\$0.00	\$49,846.70	\$0.00		(\$49,846.70)
						-
						-
						-
						-
						-
						-
						-
Total Funds Received	\$2,524,410.21					
	Total Expenditures:	\$2,094,420.16	\$346,308.71	\$0.00		
Add					Project Total	\$2,440,728.87

Remarks

The improvement was constructed in accordance with the plans approved by the Department on  Date

Final inspection of the designated work was made by the Department on  Date and it was

found to be completed substantially in accordance with the requirements of the plans, specifications and contract. The financial statement is in accordance with department records.

This improvement shall henceforth be maintained by:  Public Agency

Prepared By  Date   
 Title of Preparer

Submitted: Local Public Agency Signature  Date   
 Approved: Regional Engineer, DOT  Date   
 Title

**Resolution No. 2023-02**

**A RESOLUTION APPROVING THE FIRST DATA OMAHA  
ACCOUNT USER INFORMATION CHANGE FOR THE CITY OF WILMINGTON**

**WHEREAS**, the City of Wilmington maintains an account with First Data Omaha in the City of Wilmington; and

**WHEREAS**, the City intends to designate Finance Director Nancy Gross as an authorized user on any and all accounts with First Data Omaha; and

**WHEREAS**, the City intends to remove previous Finance Director Matt Hoffman as an authorized user on any and all accounts with First Data Omaha; and

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

The City of Wilmington hereby designates, authorizes, and directs City Administrator Jeannine Smith of the City of Wilmington, to execute and file the account authorization change of information form with First Data Omaha.

PASSED this 17<sup>th</sup> day of January 2023 with \_\_\_\_\_ members voting aye, 0 members voting nay, the Mayor voting N/A, with 0 members abstaining or passing and said vote being:

Ryan Jeffries	_____	Kevin Kirwin	_____
Ryan Knight	_____	Dennis Vice	_____
Jonathan Mietzner	_____	Leslie Allred	_____
Thomas Smith	_____	Todd Holmes	_____

Approved this 17<sup>th</sup> day of January 2023

\_\_\_\_\_  
Ben Dietz, Mayor



Attest:

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




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# MEMO

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**Date:** January 13, 2023

**To:** Honorable Mayor Dietz and City Council Members

**From:** Jeannine Smith, City Administrator 

**Cc:** Joie Ziller, Deputy Clerk  
Nancy Gross, Finance Director

**Re:** Motions to approve contracts for new flooring and furniture in Council Chambers, Mayor's Office and Building Department

---

**Budget Impact:** None - due to other projects not completed or coming in under budget for that line item.

**Request:** Motion to approve a quote for business furniture and carpeting in the Council Chambers, Building Department, and Mayor's Office

**Discussion:** The City Hall has been undergoing cosmetic upgrades over the course of the last 18 months. The first phase took place in the Finance and Administrative Offices and included new carpeting and furniture to replace 30-year-old furnishings.

The second phase covers new carpeting and furniture in the Council Chambers, Mayor's Office and Building Department (see attached floor plans, specs and quotes). In order to maintain continuity among the departments, Staff did not seek out additional quotes.

**Suggested Motion to:**

- Approve the National Business Furniture Quote in an amount not exceeding \$26,034.99
- Approve the West Flooring Company, Inc. Quote in an amount not exceeding \$16,400

Thank you in advance for your consideration of the requests before you.



# NATIONAL BUSINESS FURNITURE

770 South 70th Street  
 Milwaukee, WI 53214  
**PHONE:** 800-626-6060  
**FAX:** 800-329-9349  
[www.NBF.com](http://www.NBF.com)

December 23, 2022

CITY OF WILMINGTON  
 JOIE ZILLER  
 1165 S WATER ST  
 WILMINGTON, IL 60481  
 Phone: (815) 476-2175 ext. 228

Laura Gilbert  
 Account Executive  
 Commercial Interiors Division  
 (331) 208-8985  
[laurag@nbf.com](mailto:laurag@nbf.com)

## Quote QM629399 v(3)

<u>Qty</u>	<u>Description</u>	<u>Options</u>	<u>Price Each</u>	<u>Ext. Price</u>
<b>Mayor's Office</b>				
2	Mesh Back Guest Chair	Black Mesh/ Contourette Ocean Seat	\$271.54	\$543.08
1	Ignition Task Chair	Black Mesh Back, Optic- Sky	\$513.83	\$513.83
8	Faux Leather Conference Chair	Black Polyurethane/Chrome Steel Base/Aluminum Arm	\$296.10	\$2,368.80
1	8 Ft Conference Table	Gray	\$1,619.10	\$1,619.10
1	Executive Desk 69"W	Gray	\$1,484.10	\$1,484.10
1	Computer Credenza	Gray	\$1,259.10	<u>\$1,259.10</u>
		Subtotal		\$7,788.01
<b>Building Department</b>				
2	Ignition Task Chair	Black Mesh Back, Optic- Sky	\$513.83	\$1,027.66
2	Mesh Back Guest Chair	Black Mesh/ Contourette Ocean Seat	\$271.54	\$543.08
2	Mesh Back Guest Chair	Black Mesh/ Contourette Ocean Seat	\$271.54	\$543.08
2	71X36 Desk Shell	Artisan Grey Laminate	\$305.41	\$610.82
2	71X24 Credenza Shell	Artisan Grey Laminate	\$269.34	\$538.68
2	71" Tackboard	Black	\$90.18	\$180.36
4	Tasklight	Silver	\$116.63	\$466.52
2	Box/Box/File Pedestal	Artisan Grey Laminate	\$309.62	\$619.24
2	2 Drawer Lateral File	Artisan Grey Laminate	\$571.74	\$1,143.48
2	48X24 Ht Adj Table Base	Silver	\$535.67	\$1,071.34
2	48X24 Rect Table Top	Artisan Grey	\$91.38	\$182.76
1	96" X 44" Rect Conf Table	Artisan Grey	\$738.72	\$738.72

4	36" Wall Mounted Overhead	Artisan Grey	\$235.44	\$941.76
8	Faux Leather Conference Chair	Black Polyurethane/Chrome Steel Base/Aluminum Arm	\$296.10	<u>\$2,368.80</u>
			Subtotal	\$10,976.30
			Subtotal	\$18,764.31
		Design Services / Project Management		\$0.00
		Installation		\$3,983.35
		Delivery		\$3,287.33
		Sales Tax		Exempt
		<b>Project Total</b>		<b>\$26,034.99</b>

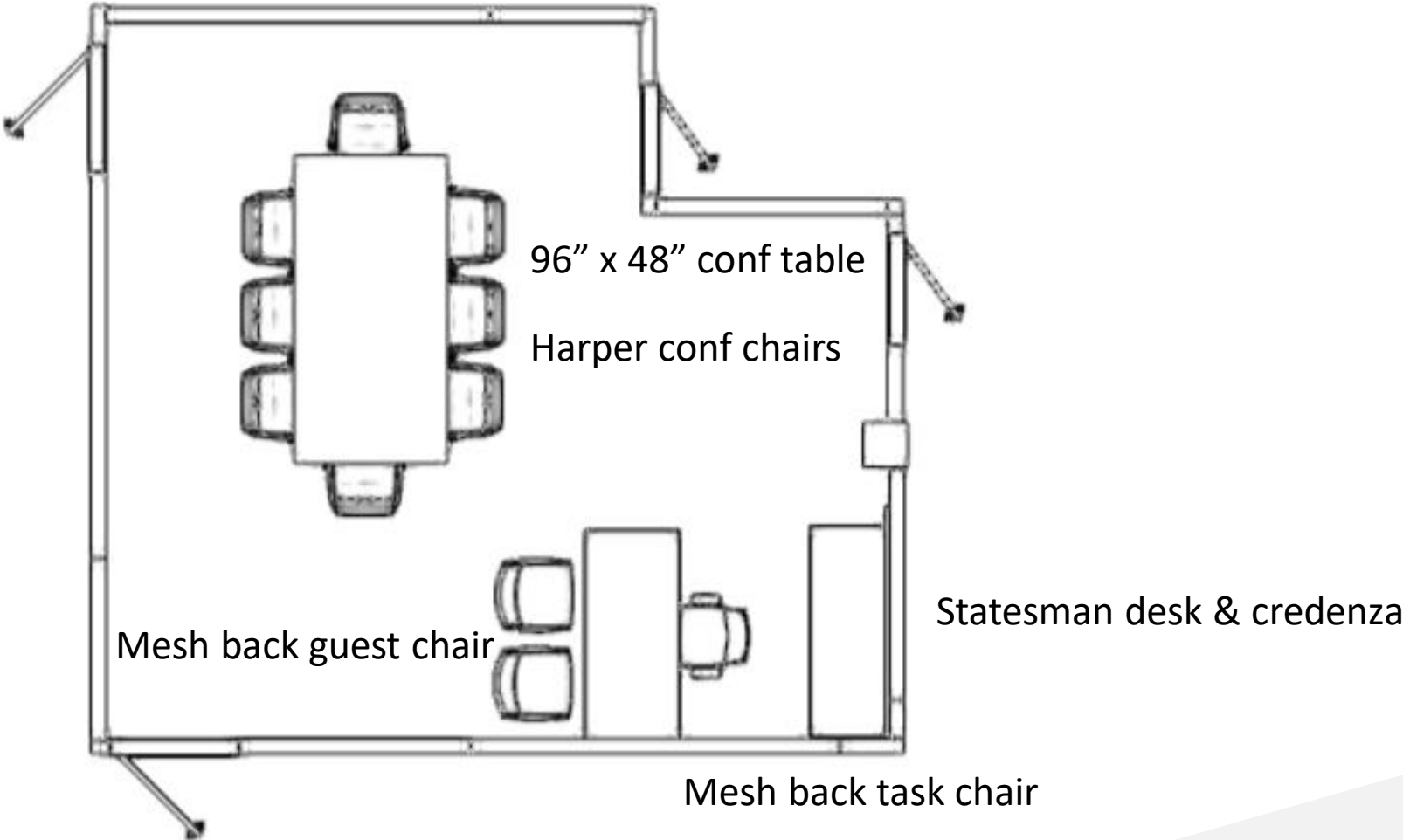
\*Changes in quantity may result in price change

\*All products have a Lifetime warranty

YOUR ORDER IS MADE-TO-ORDER AND NON-RETURNABLE.

DELIVERY LEVEL - INSIDE DELIVERY, INSTALLATION AND DEBRIS REMOVAL

# Mayor's Office

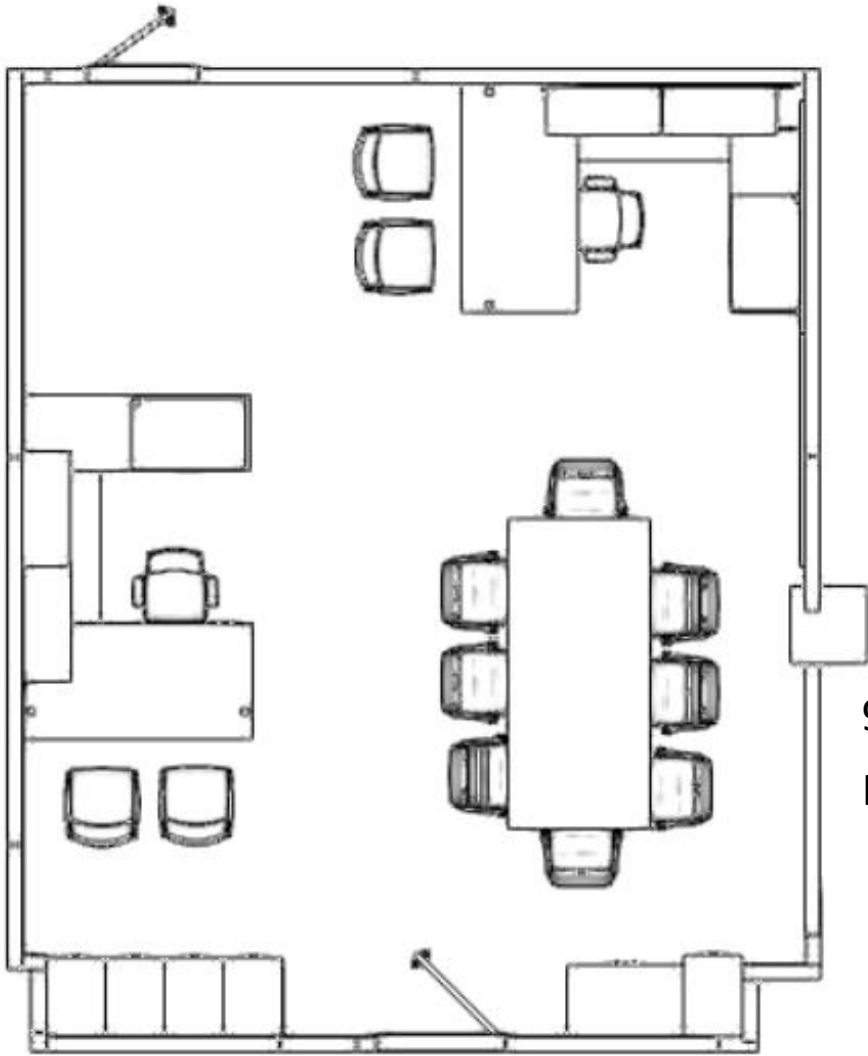




# Mayor's Office



# Building Department Office



Contemporary desk, credenza, adjustable bridge and wall mounted overheads with tackboard and tasklights

Contemporary desk, credenza, adjustable bridge and wall mounted overheads with tackboard and tasklights

96" x 44" conf table  
Harper conf chairs

Existing file cabinets



# Building Department Office








# MEMO

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**Date:** January 13, 2023

**To:** Honorable Mayor Dietz and City Council Members

**From:** Jeannine Smith, City Administrator 

**Cc:** Joie Ziller, Deputy Clerk  
Nancy Gross, Finance Director

**Re:** Motion Authorizing City Administrator to execute a contract with KRS Uproar, Inc. (dba Hairbanger's Ball)

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Staff has begun the process of planning for the annual Independence Day Celebration in Downtown Wilmington on June 30, 2023 at North Island Park.

We have secured a band called Hairbanger's Ball for \$4,500 (not including production costs assumed to be approximately \$500). Hairbanger's Ball is a very popular band in the Southland and plays various festivals and local entertainment establishments all over the Midwest.

Last year staff budgeted \$20,000 for total event expenses of which there were \$15,446.39. Sponsor donations totaled \$12,530 netting the cost of the event to be \$2,916.39

With an anticipated 7% inflationary increase plus the added cost of this band over last year's band, we expect to see expenses at around \$22,000. Therefore, staff will be asking for a budget of \$22,000 in FY24 which we expect to be offset by \$15,000 in sponsor donations or a net \$5,000 cost to the City.

Staff will keep you apprised of event updates as they occur. Attached you will find the band's contract which has been vetted by the City Attorney who has made suggested revisions and which has been executed by KRS Uproar, Inc. (dba Hairbanger's Ball).

At this time Staff is requesting a motion authorizing the City Administrator to execute a contract with KRS Uproar, Inc. in an amount not exceeding \$4,500.

Thank you in advance for your consideration of this request. Please do not hesitate to reach out to me with questions.

## KRS UPROAR, Inc. CONTRACT

This agreement made this 27<sup>th</sup> Day of December, 2022 is entered into by and between KRS Uproar, Inc., representing Hairbangers Ball, hereinafter referred to as "Artist," and The City of Wilmington Illinois, hereinafter referred to as "Purchaser," under the following conditions and terms:

1. Date of engagement: Friday June 30<sup>th</sup>, 2023
2. Name of Event (we will use this name in advertising if this event is a public event):  
Let Freedom Rock
3. Name and address of venue/space where event will occur: North Island Park, City of Wilmington, IL 60481
4. Will there be a band playing before Hairbanger's Ball? If yes, what time does this band end their set? No
5. What is the name, number, and e-mail of the event coordinator at the venue/space?  
Jeannine Smith C# 815-370-1292 [jsmith@wilmington-il.com](mailto:jsmith@wilmington-il.com)
6. Band Set:  
*Will we need to load in before any other bands? If yes, what time? N/A*
7. Name, number, and e-mail of the sound/production provider for the event? TBD  
most likely Rock Productions
- Please request a ramp to the stage from the production company. Also note: if a drum riser is being set up, it must be 8ft x 8ft to accommodate our drum set up.*
8. What is a day of show cell phone number Artist can call if needed (include contact's name)? Jeannine Smith 815-370-1292
9. Person(s) making performance arrangements: Jeannine Smith
10. Person representing Purchaser issuing payment: Nancy Gross, Finance Director
11. Performance Fee agreed upon: \$4500

Payable from Purchaser to Artist in cash or by check in consideration of services performed by Artist. ***Please pay only Jennifer Remis on location.***

Amounts may be sent to:

KRS Uproar, Inc.  
c/o Jennifer Remis  
154 Grove Ave.  
Glen Ellyn, IL 60137

Make amounts payable to KRS Uproar, Inc. FEIN 33-1003165

12. Other Provisions:

- Purchaser will provide all staging, sound, and lighting for performance. Stage should be at least 24 ft wide x 16 ft deep x 4 ft high
- Purchaser agrees that none of the band's microphones or mic channels will be used for public address announcements or introductions. If Purchaser requires announcements, instructions, introductions, or any other use of a microphone through the PA system, Purchaser must arrange for a dedicated microphone and mic channel with the sound company. The band will not permit the use of any of their microphones if asked. Please be sure your staff is made aware of this.
- Artist requests dinner for 6 (ordered/delivered from any local establishment of your choice), and 1 case of water

13. Purchaser agrees that this contract will serve as an invoice for the full amount due.
14. Commencement of engagement together with physical or electronic delivery of this contract shall indicate agreement to all items by Purchaser.
15. Purchaser hereby assumes responsibility for its staff, and agrees to make best efforts to maintain conditions that will not inhibit the performance of Artist, nor cause loss, injury, or damage to Artist or Artist's equipment.
16. The Purchaser hereby agrees to replace or repair any of the Artist's equipment that may be stolen or damaged by purchaser or by any staff.
17. Artist reserves the right to refuse to perform outdoors if conditions are unsafe for an outdoor performance that may place the Artists life and/or well being in jeopardy. Factors that may make conditions unsafe include rain, cold, wind, or other weather related or environmental factors. Artist reserves the right to make a final decision regarding safe or unsafe conditions. In the event Artist does not perform due to unsafe conditions, Artist agrees to perform under this Agreement at a mutually agreed upon future date.
18. Purchaser or authorized representative thereof signing this contract acknowledges his or her authority to do so.
19. Neither party may not cancel or change this agreement except by mutual written agreement, and any unauthorized change or cancellation by either party shall be considered breach of contract.
20. Reserved.
21. Should either party breach this contract, the other party may seek any and all legal remedies available to it.
22. In the event that either party files a lawsuit to enforce any terms of this Agreement, the prevailing party of that lawsuit shall be able to recover any and all court costs, and all attorney/legal fees associated with the lawsuit.
23. Artist agrees to furnish entertainment services subject to the conditions herein. Failure of Artist to perform shall constitute breach of contract and shall subject Artist to direct liability in damages to Purchaser on any missed engagements.

Commented [ML1]: Is that okay or does finance need an actual invoice?

Deleted: his guests, customers, and

Deleted: guests, customers, or

Deleted: Because unsafe conditions may place the Artists life and/or well being in jeopardy,

Deleted: Performance Fee is nevertheless due in full

Deleted: and hereby assumes liability jointly and severally with Purchaser for the terms and conditions stated herein

Deleted: Purchaser

Deleted: without

Deleted: authorization from Artist

Deleted: Purchaser

Deleted: Should Purchaser breach this contract, all other contracts between Artist and Purchaser shall be accelerated to the date of breach, and shall come due and payable in full as of the date of breach

Deleted: the Purchaser

Deleted: he shall be liable for and pay to Artist the full Performance Fee agreed upon stated in item number 12 above

Deleted: If the Performance Fee agreed upon is not a flat fee, but instead is to be figured as a percentage of Gross Box Office Receipts or by some other formula, then Purchaser shall pay liquidated damages to Artist in the amount of \$4500.00.

Deleted: that

Deleted: must be instituted

Deleted: payment of any amount under this contract

Deleted: Purchaser shall pay the Performance Fee agreed upon, 15% interest from date of breach,

Deleted: , which shall be entered as part of the cost

Deleted: The only reasons for non-performance, freeing the Artist from liability, are: upon the disability, death, or sickness of any Artist member, transportation problems including untravelable weather, automobile breakdown, delays caused by roadway construction or detours resulting from roadway construction, or any unforeseeable problems beyond Artist's control.

24. Because of the variety of variables involved in live music production, Artist does not make any guarantee regarding switchover time from one act to another. If Purchaser chooses to have an act perform before Artist, then Purchaser agrees that Purchaser has created a situation that may result in Artist not being able to start at the time agreed. Artist does agree to try in good faith to switch in the amount of time allotted by Purchaser. However, no penalty shall be levied for failure to switch over in any particular amount of time, and Purchaser agrees to forfeit any extra time it takes Artist to begin performance.
25. Artist shall have the sole and exclusive right, but not the obligation to sell souvenir items, including clothing or recordings, at the performance and the receipts hereof belong solely to Artist.
26. Purchaser agrees to indemnify and hold harmless Artist, from any and all liability or loss, and against all claims or actions based upon or arising out of damage or injury, including death, to persons or property caused by or sustained in connection with the performance of this contract or by conditions created thereby, or based upon violation of any Federal, State, County, or City statute, code or regulation.
27. This contract shall be governed and construed in accordance with the laws of the State of Illinois. If any provision(s) of this contract is held to be invalid or not enforceable under the law, the other provisions will, nevertheless, continue in full force and effect.

I HAVE READ AND UNDERSTAND THE ABOVE CONTRACT AND THE TERMS AND CONDITIONS CONTAINED HEREIN AND AGREE TO ALL OF ITS PROVISIONS.

Purchaser or Authorized Representative    Date

\_\_\_\_\_  
Jennifer Remis for KRS Uproar, Inc.

Date



1-9-23





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# MEMO

---

**Date:** January 13, 2023

**To:** Honorable Mayor Dietz and City Council Members

**From:** Jeannine Smith, City Administrator

**Cc:** Joie Ziller, Deputy Clerk

**Re:** Various Ordinances Authorizing the Execution of a Second Amendment to TIF and Taming Rink Agreements

A handwritten signature in black ink, appearing to be "JS", written over the "From:" line.

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**Budget Impact:** None

**Request:** Motion to approve an extension of time required to complete water and sewer improvements from the logistics park to properties owned by Taming and Rink

**Discussion:** The City entered into Annexation Agreements with the Taming and Rink partners on February 16, 2010. These parcels of land are located westerly of the City Center and southerly of Elion Logistics Park 55 (formerly Ridge Port Logistics Center). As a condition of these Agreements, the City is mandated to extend sanitary sewer and potable water pipelines no later than February 16, 2020.

Concurrently, the City entered into an agreement with the owners of Ridge Port to cover the cost of the water and sewer improvements as they will benefit the logistics park.

In 2020, due to COVID, the City requested an extension of 3 years to satisfy the requirements of the Agreements. To date, the City has been unable to assemble the parcels of land and/or easements necessary to extend the utilities and is asking for an additional 3-year time period to satisfy the requirements of the Agreements.

**Suggested Motion:** Given that the City, Elion Logistics Park 55 and the Taming and Rink partners recognize the importance of extending water and sewer pipelines from the logistics park southerly and understanding the practical difficulties the City has had in obtaining the necessary land/or easements to accomplish this, the three parties agree and are requesting the following motions to:

- Approve Ordinance 22-01-17-01, An Ordinance Authorizing the Execution of a Sixth Amendment to the Amended and Restated Annexation Agreement by and Among Adar Ridgeport Industrial Partners, LLC, Adar RPLL, LLC, Ridgeport Logistics Center Property Owners Association and the City of Wilmington, Illinois (Ridge Port Logistics Center)
- Approve Ordinance 22-01-17-02, An Ordinance Authorizing the Execution of a Second Amendment to the Annexation Agreement Dated February 16, 2010, by and between the City, Robert Rink, Martha Rink, Robert F. Rink, Jacquelyn K. Rink and Rink Agricultural and Investment Partnership, LP
- Approve Ordinance 22-01-17-03, An Ordinance Authorizing the Execution of a Sixth Amendment to the Amended and Restated Annexation Agreement by and among the City of Wilmington, Illinois and Tameling Management and Investments Series, LLC

Thank you in advance for your consideration of the requests before you.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE EXECUTION OF  
A SIXTH AMENDMENT TO THE AMENDED AND  
RESTATED ANNEXATION AGREEMENT BY AND AMONG  
ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC, ADAR RPLL, LLC,  
RIDGEPORT LOGISTICS CENTER PROPERTY OWNERS ASSOCIATION  
AND THE CITY OF WILMINGTON, ILLINOIS  
(RIDGE PORT LOGISTICS CENTER)**

**WHEREAS**, the provisions of 65 ILCS 5/11-15.1-1 *et seq.* grant municipalities the right to enter into annexation agreements with the owners of property in unincorporated territory, and to thereafter amend said annexation agreements during the term thereof; and

**WHEREAS**, the City, Ridge Logistics Park I, LLC, a Delaware limited liability company, Ridgeport Logistics Center Property Owners' Association, an Illinois not-for-profit corporation, Dobi Investments, LLC, an Illinois limited liability company, and Ridgeport Development Services, LLC, a Delaware limited liability company, entered into that certain Annexation Agreement dated May 4, 2010, which was recorded with the Office of the Recorder of Will County, Illinois, on May 25, 2010 as Document No. R2010052538 ("**Initial Agreement**"), which Initial Agreement was amended by the terms of that certain First Amendment to Annexation Agreement dated October 19, 2010, which was recorded with the Office of the Recorder of Will County, Illinois, on March 10, 2011 as Document Number R2011026147 (the "**First Amendment**"); and by the terms of that certain Second Amendment to Annexation Agreement dated December 7, 2010, which was recorded with the Office of the Recorder of Will County, Illinois, on March 10, 2011 as Document Number R2011026148 (the "**Second Amendment**"); and by the terms of that certain Third Amendment to Annexation Agreement dated March 6, 2012, which was

recorded with the Office of the Recorder of Will County, Illinois, on October 15, 2012 as Document Number R2012114455 (the “**Third Amendment**”); and by the terms of that certain Fourth Amendment to Annexation Agreement dated May 16, 2014, which was recorded with the Office of the Recorder of Will County, Illinois, on June 12, 2014 as Document Number R2014049675 (the “**Fourth Amendment**”); and by the terms of that certain Fifth Amendment to Annexation Agreement dated October 7, 2014, which was recorded with the Office of the Recorder of Will County, Illinois, on November 22, 2014 as Document Number R2014103758 (the “**Fifth Amendment**”); and by the terms of that certain Sixth Amendment to Annexation Agreement dated December 19, 2014, which was recorded with the Office of the Recorder of Will County, Illinois, on December 19, 2014 as Document Number R2014109840 (the “**Sixth Amendment**”); and by the terms of that certain Seventh Amendment to Annexation Agreement dated March 29, 2016, which was recorded with the Office of the Recorder of Will County, Illinois, on March 31, 2016 as Document Number R2016023368 (the “**Seventh Amendment**”); and by the terms of that certain Eighth Amendment to Annexation Agreement dated April 26, 2016, which was recorded with the Office of the Recorder of Will County, Illinois, on May 2, 2016 as Document No. R2016031725 (the “**Eighth Amendment**”); and by the terms of that certain Ninth Amendment to Annexation Agreement dated November 17, 2016, which was recorded with the Office of the Recorder of Will County, Illinois, on December, 2016 as Document No. R2016097600 (“**Ninth Amendment**”) (the Initial Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth

Amendment, and Ninth Amendment, is referred to herein as the “**Amended Initial Agreement**”); and

**WHEREAS**, the Amended Initial Agreement was further amended and replaced in its entirety with that certain Amended and Restated Annexation Agreement dated October 25, 2017, which was recorded with the Office of the Recorder of Will County, Illinois, on November 3, 2017 as Document No. R2017086915 (“**Restated Agreement**”); and

**WHEREAS**, the Restated Agreement was amended by that certain First Amendment to the Amended and Restated Annexation Agreement, which was recorded with the Office of the Recorder of Will County, Illinois, on March 11, 2019 as Document No. 2019013421 (“**First Amendment to Restated Agreement**”); and by that certain Second Amendment to the Amended and Restated Annexation Agreement, which was recorded with the Office of the Recorder of Will County, Illinois, on July 15, 2020 as Document No. R2020056468 (“**Second Amendment to Restated Agreement**”); and by that certain Third Amendment to the Amended and Restated Annexation Agreement, which was recorded with the Office of the Recorder of Will County, Illinois, on December 29, 2020 as Document No. R2020119830 (“**Third Amendment to Restated Agreement**”); and by that certain Fourth Amendment to the Amended and Restated Annexation Agreement, which was recorded with the Office of the Recorder of Will County, Illinois, on March 17, 2021 as Document No. R2021030517 (“**Fourth Amendment to Restated Agreement**”); and by that certain Fifth Amendment to the Amended and Restated Annexation Agreement, which was recorded with the Office of the Recorder of Will County, Illinois, on May 27, 2021 as Document No. R2021059447 (“**Fifth Amendment to Restated Agreement**”) (the Restated Agreement, as amended

by the First Amendment to Restated Agreement, Second Amendment to Restated Agreement, Third Amendment to Restated Agreement, Fourth Amendment to Restated Agreement, and Fifth Amended to Restated Agreement is referred to herein as the “**Agreement**”); and

**WHEREAS**, it is in the best interests of the City of Wilmington, Will County, Illinois (the “City”), that a sixth amendment to the Agreement (the “**Sixth Amendment to Restated Agreement**”) be entered into by the City; and

**WHEREAS**, on \_\_\_\_\_, 2022, the City published a notice in regard to a public hearing relative to the aforementioned Sixth Amendment to Restated Agreement in the *Free Press Advocate* newspaper, a copy of said notice being attached hereto as Exhibit 1 and made a part hereof; and

**WHEREAS**, a public hearing was held by the City Council in regard to the aforementioned Sixth Amendment to Restated Agreement on January 17, 2023; and

**WHEREAS**, a copy of said Sixth Amendment to Restated Agreement is attached hereto as Exhibit 2 and is made a part hereof; and

**WHEREAS**, the owners of the territory which is the subject of said Sixth Amendment to Restated Agreement are willing and able to enter into said Sixth Amendment to Restated Agreement and fulfill the obligations thereunder; and

**WHEREAS**, the statutory provisions of 65 ILCS 5/11-15.1-1 *et seq.*, as amended, for execution of said Sixth Amendment to Restated Agreement have been fully complied with;

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

**SECTION 1:** That the Sixth Amendment to Restated Agreement, attached hereto as Exhibit 2, between the City of Wilmington, Adar Ridgeport Industrial Partners, LLC, Adar RPLL, LLC, and the Ridgeport Logistics Center Property Owners Association is hereby approved.

**SECTION 2:** That the Mayor and City Clerk are hereby authorized and directed to sign the Sixth Amendment to Restated Agreement, a copy of which is attached hereto as Exhibit 2.

**SECTION 3:** That, upon the execution of said Sixth Amendment to Restated Agreement by all parties thereto, the City Clerk is hereby directed to record same with the Will County Recorder of Deeds.

**SECTION 4:** That the various provisions of this Ordinance are to be considered severable and if any part or portion of this Ordinance shall be held invalid by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

**SECTION 5:** That all Ordinances or parts of Ordinances in conflict with, or which are inconsistent with, this Ordinance are hereby repealed to the extent of any such conflict or inconsistency.

**SECTION 6:** That this Ordinance shall be in full force and effect from and after its adoption by a two-thirds (2/3rds) vote of the Corporate Authorities, approval and publication in pamphlet form as provided by law.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023, pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED** by me this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Ben Dietz, Mayor

**ATTEST:**

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

Published by me in pamphlet form this \_\_\_\_ day of \_\_\_\_\_, 2023.

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



**Exhibit 1**

**PUBLISHER'S CERTIFICATE –  
NOTICE OF PUBLIC HEARING IN REGARD TO  
THE SIXTH AMENDMENT TO THE AMENDED AND RESTATED ANNEXATION  
AGREEMENT**

(attached)

**Exhibit 2**

**SIXTH AMENDMENT TO THE AMENDED AND RESTATED ANNEXATION  
AGREEMENT  
BETWEEN THE CITY OF WILMINGTON,  
ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC, ADAR RPLL, LLC,  
AND THE RIDGEPORT LOGISTICS CENTER PROPERTY OWNERS ASSOCIATION**

(attached)

Prepared by and, after recording, return to:

Klein Thorpe & Jenkins, Ltd.  
15010 S. Ravinia, Suite 10  
Orland Park, Illinois 60462  
Attention: Scott E. Nemanich

Above Space for Recorder's Use Only

**Cross Reference: Document Nos. R2017086922 and  
R2019013421**

**SIXTH AMENDMENT TO THE AMENDED AND  
RESTATED ANNEXATION AGREEMENT BY AND AMONG  
ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC, ADAR RPLL, LLC,  
RIDGEPORT LOGISTICS CENTER PROPERTY OWNERS ASSOCIATION  
AND THE CITY OF WILMINGTON, ILLINOIS  
(RIDGE PORT LOGISTICS CENTER)**

This **SIXTH AMENDMENT TO THE AMENDED AND RESTATED ANNEXATION AGREEMENT BY AND AMONG ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC, ADAR RPLL, LLC, RIDGEPORT LOGISTICS CENTER PROPERTY OWNERS ASSOCIATION AND THE CITY OF WILMINGTON, ILLINOIS (RIDGE PORT LOGISTICS CENTER)** ("*SIXTH Amendment*") is made and entered into this 17<sup>th</sup> day of January, 2023, by and among the **CITY OF WILMINGTON**, an Illinois municipal corporation, Will County, Illinois ("*City*"), by and through the Mayor and City Council of the City, **ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC**, a Delaware limited Liability Company ("*Adar*"), **ADAR RPLL, LLC**, a Delaware limited liability company, and **RIDGEPORT LOGISTICS CENTER PROPERTY OWNERS ASSOCIATION**, an Illinois not-for-profit corporation. The parties to this Sixth Amendment are collectively referred to herein as the "Parties."

WITNESS:

**WHEREAS**, the City, Ridge Logistics Park I, LLC, a Delaware limited liability company, Ridgeport Logistics Center Property Owners' Association, an Illinois not-for-profit corporation, Dobi Investments, LLC, an Illinois limited liability company, and Ridgeport Development Services, LLC, a Delaware limited liability company, entered into that certain Annexation Agreement dated May 4, 2010, which was recorded with the Office of the Recorder of Will County, Illinois, on May 25, 2010 as Document No. R2010052538 ("*Initial Agreement*"), which Initial Agreement was amended by the terms of that certain First Amendment to Annexation Agreement dated October 19, 2010, which was recorded with the

Office of the Recorder of Will County, Illinois, on March 10, 2011 as Document Number R2011026147 (the “**First Amendment**”); and by the terms of that certain Second Amendment to Annexation Agreement dated December 7, 2010, which was recorded with the Office of the Recorder of Will County, Illinois, on March 10, 2011 as Document Number R2011026148 (the “**Second Amendment**”); and by the terms of that certain Third Amendment to Annexation Agreement dated March 6, 2012, which was recorded with the Office of the Recorder of Will County, Illinois, on October 15, 2012 as Document Number R2012114455 (the “**Third Amendment**”); and by the terms of that certain Fourth Amendment to Annexation Agreement dated May 16, 2014, which was recorded with the Office of the Recorder of Will County, Illinois, on June 12, 2014 as Document Number R2014049675 (the “**Fourth Amendment**”); and by the terms of that certain Fifth Amendment to Annexation Agreement dated October 7, 2014, which was recorded with the Office of the Recorder of Will County, Illinois, on November 22, 2014 as Document Number R2014103758 (the “**Fifth Amendment**”); and by the terms of that certain Sixth Amendment to Annexation Agreement dated December 19, 2014, which was recorded with the Office of the Recorder of Will County, Illinois, on December 19, 2014 as Document Number R2014109840 (the “**Sixth Amendment**”); and by the terms of that certain Seventh Amendment to Annexation Agreement dated March 29, 2016, which was recorded with the Office of the Recorder of Will County, Illinois, on March 31, 2016 as Document Number R2016023368 (the “**Seventh Amendment**”); and by the terms of that certain Eighth Amendment to Annexation Agreement dated April 26, 2016, which was recorded with the Office of the Recorder of Will County, Illinois, on May 2, 2016 as Document No. R2016031725 (the “**Eighth Amendment**”); and by the terms of that certain Ninth Amendment to Annexation Agreement dated November 17, 2016, which was recorded with the Office of the Recorder of Will County, Illinois, on December, 2016 as Document No. R2016097600 (“**Ninth Amendment**”) (the Initial Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, and Ninth Amendment, is referred to herein as the “**Amended Initial Agreement**”); and

**WHEREAS**, the Amended Initial Agreement was further amended and replaced in its entirety with that certain Amended and Restated Annexation Agreement dated October 25, 2017, which was recorded with the Office of the Recorder of Will County, Illinois, on November 3, 2017 as Document No. R2017086915 (“**Restated Agreement**”); and

**WHEREAS**, the Restated Agreement was amended by that certain First Amendment to the Amended and Restated Annexation Agreement, which was recorded with the Office of the Recorder of Will County, Illinois, on March 11, 2019 as Document No. 2019013421 (“**First Amendment to Restated Agreement**”); and by that certain Second Amendment to the Amended and Restated Annexation Agreement, which was recorded with the Office of the Recorder of Will County, Illinois, on July 15, 2020 as Document No. R2020056468 (“**Second Amendment to Restated Agreement**”); and by that certain Third Amendment to the Amended and Restated Annexation Agreement, which was recorded with the Office of the Recorder of Will County, Illinois, on December 29, 2020 as Document No. R2020119830 (“**Third Amendment to Restated Agreement**”); and by that certain Fourth Amendment to the Amended and Restated Annexation Agreement, which was recorded with the Office of the Recorder of Will County, Illinois, on

March 17, 2021 as Document No. R2021030517 (“*Fourth Amendment to Restated Agreement*”); and by that certain Fifth Amendment to the Amended and Restated Annexation Agreement, which was recorded with the Office of the Recorder of Will County, Illinois, on May 27, 2021 as Document No. R2021059447 (“*Fifth Amendment to Restated Agreement*”) (the Restated Agreement, as amended by the First Amendment to Restated Agreement, Second Amendment to Restated Agreement, Third Amendment to Restated Agreement, Fourth Amendment to Restated Agreement, and Fifth Amended to Restated Agreement is referred to herein as the “*Agreement*”); and

**WHEREAS**, the Parties have determined that it is in the best interest of the Parties to further amend the Agreement as set forth herein, to extend the time for the installation of certain potable water and sanitary sewer lines as set forth in the Agreement; and

**WHEREAS**, a proper application has been filed with the City by Adar to further amend the Agreement; and

**WHEREAS**, the Parties desire to enter into this Sixth Amendment pursuant to the provisions of Division 15.1 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-15.1; and

**WHEREAS**, a public hearing on this Sixth Amendment was held by the Mayor and City Council of the City (“*Corporate Authorities*”) on January 17, 2023; and

**WHEREAS**, all other required public hearings and notices in connection with the terms and conditions of this Sixth Amendment, have been held and given in accordance with the ordinances of the City and the statutes of the State of Illinois; and

**WHEREAS**, the Corporate Authorities of the City, after due and careful consideration, have concluded that the annexation and development of the Subject Property, upon the terms and conditions hereinafter set forth, would further the growth of the City and service the best interests of the citizens of the City; and

**WHEREAS**, by a favorable vote of at least two-thirds (2/3) of the Corporate Authorities of the City then holding office, an ordinance has been adopted authorizing the execution of this Sixth Amendment.

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants and agreements herein contained, the Parties hereto agree as follows:

**Section 1. Incorporation of Recitals.**

The preceding “Whereas” clauses are hereby made a part of this Sixth Amendment and incorporated herein as if fully set forth in this Section 1.

**Section 2. Amendments to Amended and Restated Annexation Agreement.**

The Agreement is hereby amended as follows, with additions underlined and deletions struck through:

## Amendment One

Section 23(A), entitled “Water” is hereby amended to read as follows:

The City shall provide, at the Owners’ sole cost and expense, and shall complete construction (through the public bid process for which Developer or one of its affiliates, as well as any other party selected by Developer and reasonably acceptable to the City may be included on the list of qualified bidders) of a sixteen inch (16”) water line to service the Subject Property with potable water. The water line shall be completed and operational not later than twelve (12) months after the annexation of the Subject Property. The City (at the Owners’ expense as aforesaid) shall extend potable water service (in sufficient quantity [being not less than 500,000 gallons per day] quality and pressure [being not less than 50 psi]) through such line from its present location at the City’s existing water plant located at the southwest corner of Soldier’s Widow’s Road and First Street (the “**Existing Water Plant**”) to a point at the Subject Property depicted on Exhibit N-9 attached hereto. Owners shall cooperate and provide necessary easements along the perimeter of the Subject Property to accommodate the installation of such utility. Except for service lines to Buildings or structures, potable water and related treatment and distribution facilities shall be owned and operated by the City, Owners shall be entitled to recapture of the water line costs from users located along such line between the Existing Water Plant and the Subject Property (referred to herein as “**Utility Service Area A**”, which area is also depicted on Exhibit N-2 attached hereto). Owners shall pay a \$300/PE capacity user fee from time to time as and when additional PEs are required for the Subject Property (with the Owners only being obligated to pay such fee once for each applicable PE), but in no event shall the City be entitled to collect any water distribution tap-on fee or any other water charges (other than usage charges) for the Subject Property. Within ~~thirteen (13)~~ sixteen (16) years, after the annexation of the Subject Property, Owners shall, at their sole cost and expense, extend the water line through the Subject Property to a point south of the north line of Section 28 in Township 33 North Range 9 East (the “**Water Line Southern End Point**”). Subject to the City obtaining all necessary easement grants and other agreements necessary to provide Owners with access to the affected properties in order to perform all necessary work, the Owners (at the Owners’ sole cost and expense) shall extend a twelve inch (12”) water line from the Water Line Southern End Point south to the northeast quarter of Section 33 in Township 33 North Range 9 East, within such ~~thirteen (13)~~ sixteen (16) year period. Owners shall be entitled to recapture of their costs associated with extending such water line from the Water Line Southern End Point to the northeast quarter of Section 33 in Township 33 North Range 9 East from those users/properties served by (or to be served by) such extended line as more particularly depicted on Exhibit N-3 attached hereto (“**Utility Service Area B**”); provided, however, the three (3) existing parcels within Utility Service Area B as depicted on Exhibit N-3 (the “**Existing Users**”) shall each be entitled to one (1) free one inch (1”) connection for the single-family residential uses existing as of the date hereof. To the extent that there is an expansion of such use by the Existing Users beyond the single-family residential uses existing as of the date hereof, Owners shall be entitled to recapture of their costs of extending the line as provided above. As provided herein, the City agrees to enact and enforce all necessary recapture ordinances, as well as be

responsible to collect any and all recapture fees and promptly remit such fees to Owners. Notwithstanding the foregoing, and to the extent not otherwise inconsistent with the terms of the annexation agreement in effect with the owner of such property, no recapture for the extension of said water line is applicable to that property depicted (with cross-hatching) on Exhibit N-1 (the “**Limited Recapture Service Area**”). In connection with the foregoing, at the Owners’ request, the City also agrees to use its reasonable best efforts to secure for the benefit of the Owners and the Subject Property, a low interest or no interest loan through the Illinois Environmental Protection Agency for all water improvements contemplated hereunder.

## **Amendment Two**

Section 23(H), entitled Extension of Sewer Line; Increase in Capacity of Sewer Pipes,” is hereby amended to read as follows:

Within ~~thirteen (13)~~ sixteen (16) years after the annexation of the Subject Property, Owners shall, at their sole cost and expense, extend the sewer line through the Subject Property to a point south of the north line of the north west quarter of Section 28 in Township 33 North Range 9 East (the “**Sewer Line Southern End Point**”). Prior to the expiration of such ~~thirteen (13)~~ sixteen (16) year period and subject to the City obtaining all necessary easement grants and other agreements necessary to provide Owners with access to the affected properties in order to perform all necessary work, the Owners (at the Owners’ sole cost and expense) shall extend a combination of gravity sewers and force main with a minimum capacity of two thousand (2,000) population equivalents from the Sewer Line Southern End Point south to Strip Mine Road (referred to herein as the “**Sewer Line Extension**”). Owners shall be entitled to recapture of the costs associated with extending such gravity sewers and force main (as applicable) from the Sewer Line Southern End Point to Strip Mine Road from those users/ properties within Utility Service Area B; provided, however, the Existing Users shall each be entitled to one (1) free connection for the single-family residential uses existing as of the date hereof. To the extent that there is an expansion of such use by the Existing Users beyond the single-family residential uses existing as of the date hereof, Owners shall be entitled to recapture of the costs of extending the sewer as provided above. As provided herein, the City agrees to enact and enforce all necessary recapture ordinances, as well as be responsible to collect any and all recapture fees and promptly remit such fees to Owners. Notwithstanding the foregoing, and to the extent not otherwise in consistent with the terms of the annexation agreement in effect with the owner of such property, no recapture for the extension of said force main is applicable to the Limited Recapture Service Area. Developer (or Owners, as applicable) shall also be entitled to all impact, capacity or recapture fees collected by the City sufficient to cover the pro rata cost of any required increases in the size of sewer pipes necessary to meet the capacity requirements of any users outside of the Subject Property. In addition, it is expressly acknowledged and agreed that the Owners’ responsibilities hereunder are limited to installation of the Sewer Line Extension in accordance with the terms set forth above and it shall be the City’s sole responsibility to ensure that there is sufficient sewer capacity to serve the requirements of those users within Utility Service Area B.

**Section 3. General Provisions.**

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

B. This Sixth Amendment shall bind and insure to the benefit of the heirs, successor and assigns of the Parties.

C. This Sixth Amendment, when recorded, constitutes a covenant running with the land and is binding on and insures to the benefit of the Parties, all grantees, successors and assigns.

D. Within thirty (30) days after its execution, this Sixth Amendment shall be recorded, at the sole cost and expense of Adar, in the Office of the Recorder of Will County, Illinois.

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

F. The captions of Sections in this Sixth Amendment are intended only for the convenience of the Parties and are not to be construed as part of this Sixth Amendment or as a limitation of the scope of the particular Sections to which they refer.

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

**[THIS SPACE INTENTIONALLY LEFT BLANK]**



**IT WITNESS WHEREOF**, the Parties to this Sixth Amendment have caused it to be executed as of the day and year above written.

“CITY”:

**CITY OF WILMINGTON**, an Illinois municipal Corporation

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

**ATTEST:**

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

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF WILL        )

**ACKNOWLEDGMENT**

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

GIVEN under my hand and official seal this \_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
NOTARY PUBLIC

**“ADAR”:**

ADAR RIDGEPORT INDUSTRIAL PARTNERS, LLC

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

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

Its: Authorized Signatory

STATE OF FLORIDA        )  
  ) SS  
COUNTY OF DADE        )

**ACKNOWLEDGMENT**

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the Authorized Signatory of Adar Ridgeport Industrial Partners, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that in such capacity he signed and delivered the said instrument pursuant to authority given to him for said limited liability company, as his free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC

**ADAR RPLL, LLC**

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

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

Its: Authorized Signatory

STATE OF FLORIDA        )  
  ) SS  
COUNTY OF DADE        )

**ACKNOWLEDGMENT**

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the Authorized Signatory of Adar RPLL, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that in such capacity he signed and delivered the said instrument pursuant to authority given to him for said limited liability company, as his free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC

**RIDGEPORT LOGISTICS CENTER PROPERTY OWNERS ASSOCIATION**

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

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

Its: Authorized Signatory

STATE OF FLORIDA        )  
  ) SS  
COUNTY OF DADE        )

**ACKNOWLEDGMENT**

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the Authorized Signatory of Ridgeport Logistics Center Property Owners Association, an Illinois not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that in such capacity he signed and delivered the said instrument pursuant to authority given to him for said limited liability company, as his free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE EXECUTION OF  
A SECOND AMENDMENT TO THE ANNEXATION AGREEMENT  
DATED FEBRUARY 16, 2010 BY AND BETWEEN THE CITY OF WILMINGTON,  
ILLINOIS AND ROBERT RINK, MARTHA RINK, ROBERT F. RINK, JACQUELYN K.  
RINK AND RINK AGRICULTURAL AND INVESTMENT PARTNERSHIP, LP**

**WHEREAS**, the provisions of 65 ILCS 5/11-15.1-1 *et seq.* grant municipalities the right to enter into annexation agreements with the owners of property in unincorporated territory, and to thereafter amend said annexation agreements during the term thereof; and

**WHEREAS**, it is in the best interests of the City of Wilmington, Will County, Illinois (the “City”), that a Second amendment to the “Annexation Agreement,” dated February 16, 2010, and as amended on February 4, 2020, by and between the City, Robert Rink, Martha Rink, Robert F. Rink, Jacquelyn K. Rink and Rink Agricultural and Investment Partnership, LP (the “Second Amendment to the Annexation Agreement”), be entered into by the City; and

**WHEREAS**, on \_\_\_\_\_, 2022, the City published a notice in regard to a public hearing relative to the aforementioned Second Amendment to the Annexation Agreement in the *Free Press Advocate* newspaper, a copy of said notice being attached hereto as Exhibit 1 and made a part hereof; and

**WHEREAS**, a public hearing was held by the City Council in regard to the aforementioned Second Amendment to the Annexation Agreement on January 17, 2023; and

**WHEREAS**, a copy of said Second Amendment to the Annexation Agreement is attached hereto as Exhibit 2 and is made a part hereof; and

**WHEREAS**, the owners of the territory which is the subject of said Second Amendment to the Annexation Agreement are willing and able to enter into said Second Amendment to the Annexation Agreement and fulfill the obligations thereunder; and

**WHEREAS**, the statutory provisions of 65 ILCS 5/11-15.1-1 *et seq.*, as amended, for execution of said Second Amendment to the Annexation Agreement have been fully complied with;

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

**SECTION 1:** That the Second Amendment to the Annexation Agreement, attached hereto as Exhibit 2, between the City of Wilmington, Robert Rink, Martha Rink, Robert F. Rink, Jacquelyn K. Rink and Rink Agricultural and Investment Partnership, LP is hereby approved.

**SECTION 2:** That the Mayor and City Clerk are hereby authorized and directed to sign the Second Amendment to the Annexation Agreement, a copy of which is attached hereto as Exhibit 2.

**SECTION 3:** That, upon the execution of said Second Amendment to the Annexation Agreement by all parties thereto, the City Clerk is hereby directed to record same with the Will County Recorder of Deeds.

**SECTION 4:** That the various provisions of this Ordinance are to be considered severable and if any part or portion of this Ordinance shall be held invalid by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

**SECTION 5:** That all Ordinances or parts of Ordinances in conflict with, or which are inconsistent with, this Ordinance are hereby repealed to the extent of any such conflict or inconsistency.

**SECTION 6:** That this Ordinance shall be in full force and effect from and after its adoption by a two-thirds (2/3rds) vote of the Corporate Authorities, approval and publication in pamphlet form as provided by law.

**ADOPTED** this 17<sup>th</sup> day of January, 2023, pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED** by me this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Ben Dietz, Mayor

**ATTEST:**

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

Published by me in pamphlet form this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

**Exhibit 1**

**PUBLISHER'S CERTIFICATE –  
NOTICE OF PUBLIC HEARING IN REGARD TO  
THE SECOND AMENDMENT TO THE ANNEXATION AGREEMENT**

(attached)



**Exhibit 2**

**SECOND AMENDMENT TO THE ANNEXATION AGREEMENT  
DATED FEBRUARY 16, 2010, AND AS AMENDED ON FEBRUARY 4, 2020, BY AND  
BETWEEN THE CITY OF WILMINGTON, ILLINOIS AND ROBERT RINK, MARTHA  
RINK, ROBERT F. RINK, JACQUELYN K. RINK AND RINK AGRICULTURAL AND  
INVESTMENT PARTNERSHIP, LP**

(attached)

Prepared by and, after recording, return to:

Klein, Thorpe & Jenkins, Ltd.  
15010 S. Ravinia, Suite 10  
Orland Park, Illinois 60462  
Attention: Scott E. Nemanich

Above Space for Recorder's Use Only

**Cross Reference: Document No. R2010018104**

**SECOND AMENDMENT TO THE ANNEXATION AGREEMENT  
DATED FEBRUARY 16, 2010 BY AND BETWEEN THE CITY OF WILMINGTON,  
ILLINOIS AND ROBERT RINK, MARTHA RINK, ROBERT F. RINK, JACQUELYN K.  
RINK AND RINK AGRICULTURAL AND INVESTMENT PARTNERSHIP, LP**

This **SECOND AMENDMENT TO THE ANNEXATION AGREEMENT DATED FEBRUARY 16, 2010 BY AND BETWEEN THE CITY OF WILMINGTON, ILLINOIS AND ROBERT RINK, MARTHA RINK, ROBERT F. RINK, JACQUELYN K. RINK AND RINK AGRICULTURAL AND INVESTMENTS, LP** ("Second Amendment") is made and entered into this 17<sup>th</sup> day of January, 2023, by and among the **CITY OF WILMINGTON**, an Illinois municipal corporation, Will County, Illinois ("City"), by and through the Mayor and City Council of the City, and **ROBERT RINK, MARTHA RINK, ROBERT F. RINK, JACQUELYN K. RINK** and **RINK AGRICULTURAL AND INVESTMENT PARTNERSHIP, LP**, a limited partnership (together the "Owners"). The parties to this Second Amendment are collectively referred to herein as the "Parties."

**WITNESSES:**

**WHEREAS**, the Parties are parties to that certain "Annexation Agreement," which was approved by the City Council on February 16, 2010 pursuant to Ordinance No. 10-02-16-05, entitled "An Ordinance Authorizing The Execution Of An Annexation Agreement For The Property Bounded By Stripmine Road, Frontage Road, And I-55 And Other Vacant Lands, All Commonly Known As 24332 West Stripmine Road, Will County, Illinois," and which was recorded with the Office of the Recorder of Will County, Illinois on February 18, 2010, as Document Number R2010018104 ("Annexation Agreement"); and

**WHEREAS**, the parties entered into a First Amendment on February 4, 2020, which amended the Annexation Agreement to extend the time for the installation and connection of certain potable water and sanitary sewer lines to the "Property," and

**WHEREAS**, the Parties have determined that it is in the best interests of the Parties to further amend the Annexation Agreement as set forth herein, to further extend the time for the

installation and connection of certain potable water and sanitary sewer lines to the “Property,” as defined in the Annexation Agreement; and

**WHEREAS**, a proper application has been filed with the City by the Owner to amend the Annexation Agreement; and

**WHEREAS**, the Parties desire to enter into this Second Amendment pursuant to the provisions of Division 15.1 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-15.1; and

**WHEREAS**, a public hearing on this Second Amendment was held by the Mayor and City Council of the City (“Corporate Authorities”) on January 17, 2023; and

**WHEREAS**, all other required public hearings and notices in connection with the terms and conditions of this Second Amendment, have been held and given in accordance with the ordinances of the City and the statutes of the State of Illinois; and

**WHEREAS**, the Corporate Authorities of the City, after due and careful consideration, have concluded that the annexation and development of the Property, upon the terms and conditions hereinafter set forth, would further the growth of the City and service the best interests of the citizens of the City; and

**WHEREAS**, by a favorable vote of at least two-thirds (2/3) of the Corporate Authorities of the City then holding office, an ordinance has been adopted authorizing the execution of this Second Amendment.

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants and agreements herein contained, the Parties hereto agree as follows:

**Section 1. Incorporation of Recitals.**

The preceding “Whereas” clauses are hereby made a part of this Second Amendment and incorporated herein as if fully set forth in this Section 1.

**Section 2. Amendments to Annexation Agreement.**

The Annexation Agreement is hereby amended as follows, with additions underlined and deletions struck through:

**Amendment One**

Section 4.2.1, entitled “Tap-in Rights,” is hereby amended to read as follows:

Not later than ~~thirteen (13)~~ sixteen (16) years from the date of annexation of the Property to the City, the City will provide sanitary sewer and potable water lines to the south edge of the Stripmine Road right of way. At the time said pipelines are so installed, the then current Owner of the property shall be allowed to connect then existing uses, at current levels, to City sanitary sewer and potable water service facilities in accordance with City and Illinois Plumbing Code requirements without

payment of the usual and customary connection, provided that no more than two (2) water and sewer connections may be made without payment of connection fees. However, upon subsequent development of the Property or change in use of the Property, the Property shall be subject to the usual and customary connection fees charged by the City. The agreement of the City to extend sanitary sewer and potable water service facilities to the Property is contingent upon the City making a determination within two (2) years from the date of annexation of the Property that it can provide sanitary sewer and potable water services to the Property. The Corporate Authorities shall, within thirty (30) days of such determination, adopt a resolution documenting that determination and give notice thereof to Owners in accordance with Section 9.17 of this Agreement. If such notice is provided within the two (2) year period, the City shall not be obligated to provide sanitary sewer and potable water services to the Property. In that event, Owners shall have the right, in their sole discretion, subject to the exception hereinafter stated, to rescind this Agreement and, in such event, the ordinance annexing the Property to the City shall be deemed vacated and the City shall take any and all other actions reasonably necessary to disconnect the Property from the City. In order to make such election, the Owners shall provide notice to the City in accordance with Section 9.17 of this Agreement of rescission of this Agreement not later than sixty (60) days after receipt of the notice from the City that the City is unable to provide sewer and water service to the Property. Notwithstanding the foregoing, in the event that the ordinance annexing the Property described on Exhibit "D" and known generally as the Rink Property is vacated, within the same two (2) year period, and as a result thereof the Rink property is disconnected from the City, the Owners shall have no option hereunder to have the Property remain in the City, in which instance the ordinance annexing the Property will be automatically vacated and the City will take all other actions reasonably necessary to disconnect the Property from the City.

## **Amendment Two**

Section 4.2.2, entitled "Water and Sewer Services," is hereby amended to read as follows:

The City shall provide potable water service and sanitary sewer service to the Property (by bringing potable water and sanitary sewer lines to the point contemplated in Section 4.2.1 above, and otherwise subject to the provisions of Section 4.2.1 above) not later than ~~thirteen (13)~~ sixteen (16) years from the date of annexation of the Property to the City, for all purposes, including irrigation and fire protection, on the same terms and conditions as such potable water service and sanitary sewer services are provided to other similar uses and improvements within the City. Notwithstanding the foregoing, the Owners may at their sole discretion, continue to have their water and sewer service for the Property provided by on-site well and septic in which case the City's obligation to extend sewer and water service to the Property, as provided for in Section 4.2.1, would be nullified. Owners shall notify the City of any election hereunder to remain on well and septic service (in lieu of having sewer and water service extended to the Property as aforesaid).

Said election shall be made not later than the date on which construction begins to install sewer and water lines in the easements described in this Agreement. However, such an election shall not relieve the Owners of their obligation to provide temporary and permanent easements for utility installation and maintenance as provided for in this Agreement.

**Section 3. Notices.**

Notices under the Agreement to the City shall be sent to the following addresses using the methods set forth in Section 9.17 of the Agreement:

If to City: City of Wilmington  
1165 South Water Street  
Wilmington, Illinois 60481  
Attention: Mayor and City Administrator

If to Owner:

With a copy to:

Klein, Thorpe & Jenkins, Ltd.  
20 N. Wacker Drive, Suite 1660  
Chicago, Illinois 60606  
Attention: Scott E. Nemanich

**Section 4. General Provisions.**

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

B. This Second Amendment shall bind and insure to the benefit of the heirs, successor and assigns of the Parties.

C. This Second Amendment, when recorded, constitutes a covenant running with the land and is binding on and insures to the benefit of the Parties, all grantees, successors and assigns.

D. Within thirty (30) days after its execution, this Second Amendment shall be recorded, at the sole cost and expense of City, in the Office of the Recorder of Will County, Illinois.

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

F. The captions of Sections in this Second Amendment are intended only for the convenience of the Parties and are not to be construed as part of this Second Amendment or as a limitation of the scope of the particular Sections to which they refer.

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

**IT WITNESS WHEREOF**, the Parties to this Second Amendment have caused it to be executed as of the day and year above written.

**“CITY”:**

**CITY OF WILMINGTON**, an Illinois municipal Corporation

By: \_\_\_\_\_  
Name: Ben Dietz  
Title: Mayor  
Date: \_\_\_\_\_, 2023

**ATTEST:**

\_\_\_\_\_  
Name: Joie Ziller  
Title: Deputy City Clerk

**“OWNERS”:**

**MARTHA RINK**

By: \_\_\_\_\_  
Date: \_\_\_\_\_, 2023

**ROBERT RINK**

By: \_\_\_\_\_  
Date: \_\_\_\_\_, 2023

**ROBERT F. RINK**

By: \_\_\_\_\_  
Date: \_\_\_\_\_, 2023

**JACQUELYN K. RINK**

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

Date: \_\_\_\_\_, 2023

**RINK AGRICULTURAL AND INVESTMENT PARTNERSHIP, LP**

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

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

Its: Authorized Signatory

Date: \_\_\_\_\_, 2023

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF WILL        )

**ACKNOWLEDGMENT**

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

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
NOTARY PUBLIC



STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

**ACKNOWLEDGMENT**

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Martha Rink, personally known to me to be the same person whose name is subscribed to the foregoing instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

**ACKNOWLEDGMENT**

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Robert Rink, personally known to me to be the same person whose name is subscribed to the foregoing instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

**ACKNOWLEDGMENT**

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Robert F. Rink, personally known to me to be the same person whose name is subscribed to the foregoing instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

**ACKNOWLEDGMENT**

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Jacquelyn K. Rink, personally known to me to be the same person whose name is subscribed to the foregoing instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

**ACKNOWLEDGMENT**

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the Authorized Signatory of Rink Agricultural and Investment Partnership, LP, a limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that in such capacity he or she signed and delivered the said instrument pursuant to authority given to him or her for said limited partnership, as his or her free and voluntary act, and as the free and voluntary act of said limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE EXECUTION OF  
A SECOND AMENDMENT TO THE ANNEXATION AGREEMENT DATED  
FEBRUARY 16, 2010 BY AND BETWEEN THE CITY OF WILMINGTON, ILLINOIS  
AND TAMELING MANAGEMENT AND INVESTMENTS SERIES, LLC**

**WHEREAS**, the provisions of 65 ILCS 5/11-15.1-1 *et seq.* grant municipalities the right to enter into annexation agreements with the owners of property in unincorporated territory, and to thereafter amend said annexation agreements during the term thereof; and

**WHEREAS**, it is in the best interests of the City of Wilmington, Will County, Illinois (the “City”), that a second amendment to the “Annexation Agreement,” dated February 16, 2010, and as amended on February 4, 2020, by and between the City and Tameling Management and Investments Series, LLC (the “Second Amendment to the Annexation Agreement”), be entered into by the City; and

**WHEREAS**, on \_\_\_\_\_, 2022, the City published a notice in regard to a public hearing relative to the aforementioned Second Amendment to the Annexation Agreement in the *Free Press Advocate* newspaper, a copy of said notice being attached hereto as Exhibit 1 and made a part hereof; and

**WHEREAS**, a public hearing was held by the City Council in regard to the aforementioned Second Amendment to the Annexation Agreement on January 17, 2023; and

**WHEREAS**, a copy of said Second Amendment to the Annexation Agreement is attached hereto as Exhibit 2 and is made a part hereof; and

**WHEREAS**, the owner of the territory which is the subject of said Second Amendment to the Annexation Agreement is willing and able to enter into said Second Amendment to the Annexation Agreement and fulfill the obligations thereunder; and

**WHEREAS**, the statutory provisions of 65 ILCS 5/11-15.1-1 *et seq.*, as amended, for execution of said Second Amendment to the Annexation Agreement have been fully complied with;

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

**SECTION 1:** That the Second Amendment to the Annexation Agreement, attached hereto as Exhibit 2, between the City of Wilmington and Tameling Management and Investments Series, LLC is hereby approved.

**SECTION 2:** That the Mayor and City Clerk are hereby authorized and directed to sign the Second Amendment to the Annexation Agreement, a copy of which is attached hereto as Exhibit 2.

**SECTION 3:** That, upon the execution of said Second Amendment to the Annexation Agreement by all parties thereto, the City Clerk is hereby directed to record same with the Will County Recorder of Deeds.

**SECTION 4:** That the various provisions of this Ordinance are to be considered severable and if any part or portion of this Ordinance shall be held invalid by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

**SECTION 5:** That all Ordinances or parts of Ordinances in conflict with, or which are inconsistent with, this Ordinance are hereby repealed to the extent of any such conflict or inconsistency.

**SECTION 6:** That this Ordinance shall be in full force and effect from and after its adoption by a two-thirds (2/3rds) vote of the Corporate Authorities, approval and publication in pamphlet form as provided by law.

**ADOPTED** this 17th day of January, 2023, pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED** by me this 17<sup>th</sup> day of January, 2023.

\_\_\_\_\_  
Ben Dietz, Mayor

**ATTEST:**

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

Published by me in pamphlet form this \_\_\_\_ day of \_\_\_\_\_, 2023.

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



**Exhibit 1**

**PUBLISHER'S CERTIFICATE –  
NOTICE OF PUBLIC HEARING IN REGARD TO  
THE SECOND AMENDMENT TO THE ANNEXATION AGREEMENT**

(attached)

**Exhibit 2**

**SECOND AMENDMENT TO THE ANNEXATION AGREEMENT  
DATED FEBRUARY 16, 2010, AND AS AMENDED ON FEBRUARY 4, 2020, BY AND  
BETWEEN THE CITY OF WILMINGTON, ILLINOIS AND TAMELING MANAGEMENT  
AND INVESTMENTS SERIES, LLC**

(attached)

Prepared by and, after recording, return to:

Klein, Thorpe & Jenkins, Ltd.  
15010 S. Ravinia, Suite 10  
Orland Park, Illinois 60462  
Attention: Scott E. Nemanich

Above Space for Recorder's Use Only

**Cross Reference: Document No. R2010018101**

**SECOND AMENDMENT TO THE ANNEXATION AGREEMENT  
DATED FEBRUARY 16, 2010 BY AND BETWEEN THE CITY OF WILMINGTON,  
ILLINOIS AND TAMELING MANGEMENT AND INVESTMENTS SERIES, LLC**

This **SECOND AMENDMENT TO THE ANNEXATION AGREEMENT DATED FEBRUARY 16, 2010 BY AND BETWEEN THE CITY OF WILMINGTON, ILLINOIS AND TAMELING MANGEMENT AND INVESTMENTS SERIES, LLC** ("Second Amendment") is made and entered into this 17<sup>TH</sup> day of January, 2023, by and among the **CITY OF WILMINGTON**, an Illinois municipal corporation, Will County, Illinois ("City"), by and through the Mayor and City Council of the City, and **TAMELING MANAGEMENT AND INVESTMENTS SERIES, LLC**, a Delaware limited liability company authorized to conduct business in the State of Illinois ("Owner"). The City and Owner are jointly referred to in this Second Amendment as the "Parties."

**WITNESSES:**

**WHEREAS**, the Parties entered into that certain "Annexation Agreement," which was approved by the City Council on February 16, 2010, pursuant to in Ordinance No. 10-02-16-02, entitled "An Ordinance Authorizing The Execution Of An Annexation Agreement For The Property Bounded By Stripmine Road And Illinois Route 129, Will County, Illinois," and which was recorded with the Office of the Recorder of Will County, Illinois on February 18, 2010, as Document Number R2010018101 ("Annexation Agreement"); and

**WHEREAS**, the parties entered into a First Amendment on February 4, 2020, which amended the Annexation Agreement to extend the time for the installation and connection of certain potable water and sanitary sewer lines to the "Property," and

**WHEREAS**, the Parties have determined that it is in their respective best interests to further amend the Annexation Agreement as set forth herein, to further extend the time for the installation and connection of certain potable water and sanitary sewer lines to the "Property," as defined in the Annexation Agreement; and

**WHEREAS**, a proper application has been filed with the City by the Owner to amend the Annexation Agreement; and

**WHEREAS**, the Parties desire to enter into this Second Amendment pursuant to the provisions of Division 15.1 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-15.1; and

**WHEREAS**, a public hearing on this Second Amendment was held by the Mayor and City Council of the City (“Corporate Authorities”) on January 17, 2023; and

**WHEREAS**, all other required public hearings and notices in connection with the terms and conditions of this Second Amendment, have been held and given in accordance with the ordinances of the City and the statutes of the State of Illinois; and

**WHEREAS**, the Corporate Authorities of the City, after due and careful consideration, have concluded that the annexation and development of the Property, upon the terms and conditions hereinafter set forth, would further the growth of the City and service the best interests of the citizens of the City; and

**WHEREAS**, by a favorable vote of at least two-thirds (2/3) of the Corporate Authorities of the City then holding office, an ordinance has been adopted authorizing the execution of this Second Amendment.

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants and agreements herein contained, the Parties hereto agree as follows:

**Section 1. Incorporation of Recitals.**

The preceding “Whereas” clauses are hereby made a part of this Second Amendment and incorporated herein as if fully set forth in this Section 1.

**Section 2. Amendments to Annexation Agreement.**

The Annexation Agreement is hereby amended as follows, with additions underlined and deletions struck through:

**Amendment One**

Section 4.2.1, entitled “Tap-in Rights,” is hereby amended to read as follows:

Not later than ~~thirteen (13)~~ sixteen (16) years from the date of annexation of the Property to the City, the City will provide sanitary sewer and potable water pipelines to the south edge of the Stripmine Road right-of-way adjacent to the Property. At the time said pipelines are so installed, the then current Owner of the Property shall be allowed to connect then existing uses, at current levels, to City sanitary sewer and potable water services facilities in accordance with City and Illinois Plumbing Code requirements without payment of the usual and customary connection fees, provided that no more than two (2) water and sewer connections may be made without payment of connection fees. However, upon any subsequent

development of the Property or change in the use of the Property, the Property shall then be subject to the usual and customary connection fees charged by the City. The agreement of the City to extend sanitary sewer and potable water service facilities to the Property as provided herein is contingent upon the City making a determination within two (2) years from the date of annexation of the Property that it can provide sanitary sewer and potable water services to the Property as specified above. In the event the City determines that it cannot provide sanitary sewer and potable water services to the Property. The Corporate Authorities shall, within thirty (30) days of such determination, adopt a resolution documenting that determination and give notice thereof to the Owner in accordance with Section 9.17 of this Agreement. If such notice is provided within the two (2) year period, the City shall not be obligated to provide sanitary sewer and potable water services to the Property. In that event the Owner shall have the right, in its sole discretion, to rescind this Agreement and, in such event, the ordinance annexing the Property to the City shall be deemed vacated and the City shall take any and all actions reasonably necessary to disconnect the Property from the City. In Order to make such election, Owner shall provide notice to the City in accordance with Section 9.17 of this Agreement of rescission of this Agreement not later than sixty (60) days after receipt of the notice from the City that the City is unable to provide sanitary sewer and potable water services to the Property.

#### **Amendment Two**

Section 4.2.2, entitled “Water and Sewer Services,” is hereby amended to read as follows:

The City shall provide potable water service and sanitary sewer service to the Property (by bringing potable water and sanitary sewer lines to the point contemplated in Section 4.2.1, above, and otherwise subject to the provisions of Section 4.2.1 above) not later than ~~thirteen (13)~~ sixteen (16) years after the date of annexation of the Property to the City for all purposes, including irrigation and fire protection, on the same terms and conditions as such potable water and sanitary sewer services are provided to other similar uses and improvements within the City. Notwithstanding the foregoing, the Owner may, at its sole discretion, continue to have its water and sewer services for the Property provided on-site well and septic systems, in which case the City’s obligation to extend sewer and water service to the Property, as provided for in Section 4.2.1, would be nullified. Not later than twenty-four (24) months after annexation of the Property to the City, the Owner shall so notify the City of any election hereunder to remain on well and septic service (in lieu of having sewer and water service extended to the Property as aforesaid).

#### **Amendment Three**

Section 6.1, entitled “Tax Abatement,” is hereby amended to read as follows:

For a period of sixteen (16) years following annexation of the Property, beginning the first year that Will County taxing authorities cause the City's annual property tax levy to be applied to the Property, the City shall cause the City's property tax levy against the Property to be fully abated in accordance with Section 18-184 of the Illinois Property Tax Code (35 ILCS 200/18-184). If for any reason the City receives property taxes revenue that is subject to abatement pursuant to this Section 6.1, the City shall pay such funds over to the Owner within thirty (30) days of receipt. The property tax abatement provided in this Section 6.1 shall inure to the benefit of Owner's successors and assigns in title to the Property.

**Section 3. Notices.**

Notices under the Agreement to the City and Owner shall be sent to the following addresses using the methods set forth in Section 9.17 of the Agreement:

If to City: City of Wilmington  
1165 South Water Street  
Wilmington, Illinois 60481  
Attention: Mayor and City Administrator

With a copy to:  
Klein, Thorpe & Jenkins, Ltd.  
15010 S. Ravinia Ste. 10  
Orland Park, Illinois 60462  
Attention: Scott E. Nemanich

If to Owner: Tameling Management & Investment Series, LLC  
62 Berkshire Court  
Burr Ridge, Illinois 60527  
Attn: Nancy Carol Tameling

With a copy to:  
Goldstine, Skrodzki, Russian, Nemecek and Hoff, Ltd.  
835 McClintock Dr., 2<sup>nd</sup> Flr.  
Burr Ridge, Illinois 60527  
Attn: Jim Healy

**Section 4. General Provisions.**

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

B. This Second Amendment shall bind and insure to the benefit of the heirs, successor and assigns of the Parties.

C. This Second Amendment, when recorded, constitutes a covenant running with the land and is binding on and insures to the benefit of the Parties, all grantees, successors and assigns.

D. Within thirty (30) days after its execution, this Second Amendment shall be recorded, at the sole cost and expense of City, in the Office of the Recorder of Will County, Illinois.

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

F. The captions of Sections in this Second Amendment are intended only for the convenience of the Parties and are not to be construed as part of this Second Amendment or as a limitation of the scope of the particular Sections to which they refer.

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

**IT WITNESS WHEREOF**, the Parties to this Second Amendment have caused it to be executed as of the day and year above written.

**“CITY”:**

**CITY OF WILMINGTON**, an Illinois municipal Corporation

By: \_\_\_\_\_  
Name: Ben Dietz  
Title: Mayor  
Date: \_\_\_\_\_, 2023

**ATTEST:**

\_\_\_\_\_  
Name: Joie Ziller  
Title: Deputy City Clerk

*[Signatures continue on next page]*

**“OWNER”:**

**TAMELING MANAGEMENT AND INVESTMENTS SERIES, LLC**

By: \_\_\_\_\_  
Name: Nancy Carol Tameling  
Its: Manager  
Date: \_\_\_\_\_, 2023



STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF WILL         )

**ACKNOWLEDGMENT**

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

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

**ACKNOWLEDGMENT**

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Nancy Carol Tameling, personally known to me to be the Manager of Tameling Management and Investments Series, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that in such capacity she signed and delivered the said instrument pursuant to authority given to her for said limited liability company, as her free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC