



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

**Agenda
Regular City Council Meeting
Wilmington City Hall
Council Chambers
April 5, 2022
7:00 p.m.**

In Person & Via Zoom

join by video at:

<https://us02web.zoom.us/j/89826977307?pwd=dEZlSkpvTW02ajVqV2g4dlBEVG10dz09>

join by phone at:

1-312-626-6799

Meeting ID: 898 2697 7307 / Passcode: 530890

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

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. Mayor's Report

- a. Oath of Office – Swearing in Police Officers, Michael Pitsenberger and Brandon Warrick

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

7. Planning & Zoning Commission

- a. Consider Approval-Ordinance #22-04-05-01, An Ordinance Granting a Conditional Use to 601 E. Kankakee River Drive and Approving and Authorizing the City to Enter into an Option and Land Lease Agreement with New Cingular Wireless PCS, LLC
- b. Consider Approval-Site plan proposed by ELP VII, LLC for the 1,002,000 SF Office/ Warehouse building pending final engineering review as recommended by the Planning & Zoning Commission
- c. Consider Approval-Site plan proposed by ELP VIII, LLC for the 1,002,000 SF Office/ Warehouse building pending final engineering review as recommended by the Planning & Zoning Commission
- d. Consider Approval-Height Variance for maximum building height totaling 125 feet requested by petitioner, Walrus CC, LLC

The next meeting is scheduled for April 7, 2022 at 5:00 pm.

8. 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

1. Accept H.L. & Associates, Inc. Proposal for Lawncare Services in an amount not to exceed \$103,150 as presented
2. Approve and Authorize the City Administrator to execute a contract with H.L. & Associates, Inc. for Lawncare Services beginning with the mowing season in 2022 and ending with the conclusion of the mowing season in 2023

D. Water, Sewer, Streets & Alleys

Co-Chairs – Todd Holmes and Dennis Vice

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 as Presented by the Finance Director

*Posting Date:
4/1/2022 10:50 AM jz*

2. Approve the Mad Bomber Fireworks Production Agreement in the amount not to exceed \$11,500 for the July 1, 2022 Independence Day Celebration
3. Approve the Mad Bomber Fireworks Production Agreement in the amount not to exceed \$5,500 for the July 22, 2022 Catfish Days Festival

9. Attorney & Staff Reports

10. 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)]

11. Action Following Executive Session

- a. Approve and ratify the employment agreement of the Public Works Director

12. Adjournment

**Minutes of the Regular Meeting of the
Wilmington City Council
Wilmington City Hall
1165 South Water Street
March 15, 2022**

Call to Order

The Regular Meeting of the Wilmington City Council on March 15, 2022 was called to order at 7:00 p.m. by Mayor 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

Vice, Knight, Allred, Mietzner, Smith Holmes

Aldermen Present via Zoom

Kirwin, Jeffries

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, Deputy Chief Adam Zink, City Attorney Bryan Wellner, and Deputy City Clerk Joie Ziller

Approval of the Previous Regular City Council Meeting

Alderman Allred made a motion and Alderman Holmes seconded to approve the March 1, 2022 meeting minutes and have them placed on file

Upon roll call, the vote was:

AYES: 8 Allred, Holmes, Jeffries, Kirwin, Knight, Vice, Mietzner, Smith

NAYS: 0

The motion carried.

Mayor’s Report

Mayor Dietz swore in Joseph Mitchell as Chief of Police

Public Comment

No public comment was made

Planning & Zoning Commission

The next meeting is scheduled for April 7, 2022 at 5:00 pm

Committee of the Whole Reports

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

Alderman Vice made a motion and Alderman Knight seconded to approve the Purchase of Meters and Material from Utility Pipe Sales, Inc in the amount not exceed \$64,721.50

Upon roll call, the vote was:

AYES: 8 Vice, Knight, Jeffries, Kirwin, Mietzner, Allred, Smith, Holmes

NAYS: 0

The motion carried.

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

Alderman Knight made a motion and Alderman Mietzner seconded to approve the Financial Reports and Accounts Payable Report in the amount of \$295,450.77 as presented by the Finance Director

Upon roll call, the vote was:

AYES: 8 Vice, Knight, Jeffries, Kirwin, Mietzner, Allred, Smith, Holmes

NAYS: 0

The motion carried.

Alderman Knight made a motion and Alderman Holmes seconded to approve Resolution No. 2022-03, A Resolution Approving an Incentive Program for the City of Wilmington's Electronic Utility Billing Effective Immediately Through May 31, 2022

Upon roll call, the vote was:

AYES: 8 Vice, Knight, Jeffries, Kirwin, Mietzner, Allred, Smith, Holmes

NAYS: 0

The motion carried.

The Law Firm of
MAHONEY, SILVERMAN & CROSS, LLC

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LAURA L. MALINOWSKI

JAMES A. MURPHY
DAVID J. SILVERMAN
BRYAN M. WELLNER

Counsel to the Firm
ROBERT J. BARON
R. PETER GROMETER
TIFFANY G THOMPSON
GRANT S. WEGNER

MEMORANDUM

TO: Wilmington City Council

FROM: Bryan M. Wellner

RE: AT&T Telecommunications Tower
Proposed location: 601 E. Kankakee River Drive

DATE: March 22, 2022

This memorandum is to provide City Council with a short summary of its proposed agreement with AT&T and AT&T's plans regarding the Ordinance Granting a Conditional Use and Approving and Authorizing the City to enter into an Option and Lease Agreement with AT&T.

On April 1, 2021, Mastec Network Solutions submitted a Land Use Petition on behalf of AT&T requesting a conditional use to construct a telecommunications tower not to exceed 190 feet to be constructed at 601 E. Kankakee River Drive, property currently occupied by the City of Wilmington. The proposed plan is for AT&T to lease a portion of 601 E. Kankakee River Drive from the City of Wilmington to construct and maintain the telecommunications tower. On May 6, 2021, the Planning & Zoning Commission conducted a public hearing and voted to recommend approval of the conditional use to allow for a telecommunications tower to be constructed not to exceed 190 feet contingent upon the land lease agreement being approved by the City.

Since May 2021, my office, in conjunction with Joie Ziller and Jeannine Smith, has been negotiating the Option and Lease agreement that corresponds with the conditional use and telecommunications tower project. Upon execution and approval of the agreement, AT&T will pay to the City an annual amount of \$2,000 for an Option to Lease property from the City. The option may be extended an additional year for an additional \$2,000. If AT&T, or its designee, constructs a telecommunications tower, AT&T will begin paying the City monthly rent of \$1,575, plus a portion of AT&T's revenue brought in by any collocators on the tower. Rent will increase 2% per year. The initial lease term will be five years and can automatically renew for no more than seventeen additional five-year terms. If AT&T, or its designee, constructs a telecommunications tower, it will install a line designated for the City's future use to collocate on the tower between 140 and 150 feet.

Alderman Knight made a motion and Alderman Allred seconded to approve the Authorization to Execute the Blue Cross Blue Shield Benefit Program

Upon roll call, the vote was:

AYES: 8 Vice, Knight, Jeffries, Kirwin, Mietzner, Allred, Smith, Holmes

NAYS: 0

The motion carried.

Attorney & Staff Reports

Nothing to report at this time.

Executive Session

Alderman Allred made a motion and Alderman Holmes seconded to go into Executive Session at 7:08 PM to discuss the 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)]

Upon roll call, the vote was:

AYES: 8 Allred, Holmes, Smith, Mietzner, Vice, Knight, Kirwin, Jeffries

NAYS: 0

The motion carried.

Alderman Allred made a motion and Alderman Mietzner seconded to close Executive Session at 8:08 PM

Upon roll call, the vote was:

AYES: 8 Allred, Holmes, Smith, Mietzner, Vice, Knight, Kirwin, Jeffries

NAYS: 0

The motion carried.

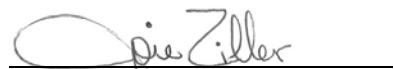
Action Taken Following Executive Session

No action was taken

Adjournment

Motion to adjourn the meeting made by Alderman Mietzner and seconded by Alderman Allred. Upon the voice vote, the motion carried. The Regular Meeting of the City of Wilmington City Council held on March 15, 2022 adjourned at 8:09 p.m.

Respectfully submitted,


Joie Ziller, Deputy City Clerk

ORDINANCE NO. 22-04-05-01

**AN ORDINANCE GRANTING A CONDITIONAL USE TO
601 E. KANKAKEE RIVER DRIVE, WILMINGTON, ILLINOIS 60481 AND
APPROVING AND AUTHORIZING THE CITY OF WILMINGTON TO ENTER
INTO AN OPTION AND LAND LEASE AGREEMENT WITH
NEW CINGULAR WIRELESS PCS, LLC
(Affected PIN No. 03-17-25-200-014-0000)**

WHEREAS, Mastec Network Solutions, on behalf of New Cingular Wireless PCS, LLC, D/B/A AT&T, the Applicant, in conjunction with the City of Wilmington, the owner of property commonly described as 601 E. Kankakee River Drive, Wilmington, Illinois 60481, Affected PIN No. 03-17-25-200-014-0000, and further described in the Exhibit A which by reference is incorporated in this Ordinance (hereinafter referred to as “Subject Property”), submitted a request to the City of Wilmington requesting a conditional use for the Subject Property to construct a telecommunications tower with a proposed height of 190 feet;

WHEREAS, a public hearing was conducted before the Wilmington Planning & Zoning Commission (the “PZC”) on May 6, 2021; and

WHEREAS, the Planning & Zoning Commission recommended approval of the requested conditional use for Subject Property to allow for a telecommunications tower to be constructed with a height not to exceed 190 feet contingent upon the land lease agreement between the City of Wilmington and Applicant being fully executed and approved; and

WHEREAS, the Corporate Authorities for the City of Wilmington find it is in the best interest of the City of Wilmington to grant the requested conditional use and to enter into the Option and Land Lease Agreement attached hereto as Exhibit B (hereinafter referred to as the “Agreement”).

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

SECTION 1: CONDITIONAL USE APPROVED

That the Subject Property is hereby granted a conditional use to allow for a telecommunications tower to be constructed with a height not to exceed 190 feet, subject to the following conditions:

1. Mastec Network Solutions, New Cingular Wireless PCS, LLC D/B/A AT&T, and any future Tenants that are subject to the Option and Lease Agreement attached hereto as Exhibit B shall not violate any provisions of the Agreement; and
2. Mastec Network Solutions, New Cingular Wireless PCS, LLC D/B/A AT&T, and any future Tenants that are subject to the Option and Lease Agreement attached hereto as Exhibit B shall otherwise comply with all other City of Wilmington Ordinances and any applicable state and Federal laws.

SECTION 2: AGREEMENT APPROVED

That the Option and Land Lease Agreement attached hereto as Exhibit B is hereby approved, the Mayor is authorized to execute the Agreement, and the Clerk is authorized to attest to the Mayor's execution of the Agreement.

SECTION 3: SEVERABILITY

If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect

SECTION 4: REPEALER

All ordinances or parts of ordinances conflicting with any provisions of this ordinance are hereby repealed.

SECTION 5: EFFECTIVE DATE

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

PASSED this ____ day of _____, 2022 with ____ members voting aye, ____ members voting nay, the Mayor voting _____, with ____ members abstaining or passing and said vote being:

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

Approved this ____ day of _____, 2022

Ben Dietz, Mayor

Attest:

Joie Ziller, Deputy City Clerk

EXHIBIT A
SUBJECT PROPERTY

Common Description:

601 E. Kankakee River Drive, Wilmington, Illinois 60481

PIN No.:

Partially Affected PIN No. 03-17-25-200-014-0000

Legal Description

The South 492 feet of the West 590 feet of the Northeast 1/4 of Section 25, Township 33 North, Range 9 East of the Third Principal Meridian, and also the West 590 feet of the Southeast 1/4 of said Section 25 lying North of the center thread of Forked Creek; and also

That part of the following described parcel lying south of the North Line of South 777.97 feet of the Northwest 1/4 of Section 25, Township 33 North, Range 9 East of the Third Principal Meridian: That part of the Northwest 1/4 of Section 25, Township 33 North, Range 9, East of the Third Principal Meridian, lying Southeasterly of the Southeasterly right-of-way line of the Illinois Gulf Central Railroad (except therefrom that part thereof which lies west and south of the following described line: Commencing at the point of intersection of the South line of said Northwest 1/4 and the West line of Block 1 in Stewart's Addition to Wilmington, according to the Plat thereof recorded February 18, 1837 and re-recorded August 31, 1858 in Book 56, Page 409, thence running North along the West line of said Block 1 aforesaid, and said West line extended North to the Southwest corner of Lot 10 in Block 2 of said Stewart's Addition, thence running West along the South line of said Lot 10 extended West to the Southeast corner of Lot 9 in Block 7 of said Stewart's Addition to Wilmington, thence continuing West along the South line of Lots 9 and 10 in said Block 7 to the Southwest corner of Lot 10 in said Block 7, thence running north along the West line of said Lot 10 in Block 7 to the Southeasterly right-of-way line of said railway), all in Will County, Illinois.

Market: MIDWEST – ILLINOIS / WISCONSIN
Cell Site Number: IL1635
Cell Site Name: Wilmington Downtown
Search Ring Name: Wilmington Downtown
Fixed Asset Number: 12876025

OPTION AND LAND LEASE AGREEMENT

THIS OPTION AND LAND LEASE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into entered into by City of Wilmington, an Illinois municipality, having a mailing address of 1165 S. Water Street Wilmington, IL 60481 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at 601 E. Kankakee River Drive, Wilmington, IL 60481, in the County of Will, State of Illinois (collectively, the “**Property**”). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant an exclusive option (the “**Option**”) to lease a certain portion of the Property containing approximately 4,800 square feet (60’ x 80’) including the air space above such ground space, as described on attached **Exhibit 1**, (the “**Premises**”), for the placement of a Communication Facility in accordance with the terms of this Agreement.

(b) During the Option Term, and during the Term, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the “**Tests**”), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant’s sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the “**Government Approvals**”), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant’s sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord’s title to the Property and the feasibility or suitability of the Property for Tenant’s Permitted Use, all at Tenant’s expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant’s inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant’s control excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of Two Thousand and No/100 Dollars (\$2,000.00) within thirty (30) business days after the Effective Date. The Option may be exercised during an initial term of one (1) year commencing on the Effective Date (the “**Initial Option Term**”) which term may be renewed by Tenant for no more than one additional one (1) year (the “**Renewal Option Term**”) upon written notification to Landlord and the payment of an additional Two Thousand and No/100 Dollars (\$2,000.00) no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the “**Option Term.**”

(d) The Option may be sold, assigned or transferred at any time by Tenant with prior written notice to Landlord. Upon notification to Landlord of such sale, assignment or transfer, Tenant shall not be responsible for any obligations and liability under this Agreement, including the payment of any rental or other sums due.

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, then this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Option Term, or during the Term if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises or the Property, or in the event of a threatened foreclosure on any of the foregoing, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises or the Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure (“**Structure**”), associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the “**Communication Facility**”), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the “**Permitted Use**”). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant’s Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord’s execution of this Agreement will signify Landlord’s approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Property as may reasonably be required during construction and installation of the Communication Facility, but such right is secondary to the Landlord’s right to use all areas of the Property except the areas within the Premises. Tenant shall remove, move, and otherwise accommodate any reasonable requests of the Landlord to make available any areas of the Property and free of equipment, materials, and any other property of Tenant, its subtenants, licensees and sublicensees as soon as practicable. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property’s main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant’s Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant’s safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant’s expense. Tenant has the right to modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property for such modification or upgrade, Tenant shall propose to Landlord an amendment to this Agreement and the Landlord agrees to make a good faith effort to propose terms for such modification, including but not limited to increased amount of rent, but Landlord is under no obligation provide additional property. If the Parties agree to an Amendment, Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. TERM.

(a) The initial lease term will be Five (5) years (the “**Initial Term**”), commencing on the effective date of written notification by Tenant to Landlord of Tenant’s exercise of the Option (the “**Term Commencement Date**”). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for no more than seventeen (17) additional five (5) year term(s) (each additional five (5) year term shall be defined as an “**Extension Term**”), upon the same terms and conditions set forth herein, unless Tenant notifies Landlord in writing of Tenant’s intention not to renew this Agreement at least ninety (90) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (“**Annual Term**”) until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the “**Holdover Term**”), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the “**Term.**”

4. RENT.

(a) Commencing on the first day of the month following the date that Tenant commences construction (the “**Rent Commencement Date**”), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, One Thousand Five Hundred Seventy Five and No/100 Dollars (\$1,575.00) (the “**Rent**”), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) Upon each anniversary of the Rent Commencement Date, the monthly Rent will increase by two percent (2.00%) over the Rent paid during the previous year.

(c) **REVENUE SHARE.** – In the event Tenant sublets or licenses space on the Communication Facility to any non-government third party collocator (“**Collocator**”), Tenant shall notify Landlord of the Collocator and remit fifty percent (50%) of the rent or license fees collected by Tenant from such Collocator (the “**Collocator Rent**”) to Landlord (the “**Landlord’s Revenue Share**”). The Collocator Rent shall be negotiated by and between Tenant and Collocator, on terms acceptable to Tenant, in Tenant’s sole discretion. In calculating the amount of Landlord’s Revenue Share, Collocator Rent shall not include (i) any payment received by Tenant under the applicable sublease or license for reimbursement of operating expenses or construction costs relating to the Communication Facility paid by Tenant or (ii) any other payment other than regular recurring rent or license fees. Landlord acknowledges and agrees that Landlord’s Revenue Share may or may not be passed through as a cost to Collocator and in the event that Landlord’s Revenue Share is passed through as a cost to Collocator, the same shall not be subject to further revenue sharing or markup payable to Landlord. In the event Tenant sublets or licenses space to more than one Collocator, Tenant shall be obligated to pay 50% of each Collocator’s Rent to the Landlord as Landlord’s Revenue Share. Tenant’s obligation to pay Landlord’s Revenue Share to Landlord shall expire, or abate, as applicable, at such time as the Collocator does not pay Collocator Rent to Tenant, and shall resume, as applicable, if and when the Collocator resumes paying such recurring Collocator Rent and the Landlord’s Revenue Share shall be prorated for partial periods. Such payment shall be made within thirty (30) days of Lessee’s receipt of Collocator Rent by their tenant and shall not pertain to the initial tenant on the Site or if at any time there is only one tenant at the Site. Tenant shall provide to Landlord copies of the lease between Tenant and each Collocator and any documentation incorporated with such lease. Should at any time in the future the Structure facility returns to one (1) tenant, Revenue Share shall cease.

(d) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; in the event that any charges are billed beyond such period, Landlord shall notify Tenant with sufficient records to establish Tenant’s

obligation. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant's ability to obtain and maintain all Government Approvals, including but limited to its conditional use approval. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to six (6) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

7. INSURANCE.

(a) During the Option Term and throughout the Term, at its sole cost and expense, Tenant will carry and maintain in effect the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage, (iii) Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Tenant and, its employees in the performance of work under this Agreement, with personal protection insurance and property protection insurance where required by state law, with limits of One Million Dollars (\$1,000,000.00) as the combined single limit for each accident. Tenant's CGL insurance shall contain a provision including the City of Wilmington and its elected and appointed officers, officials, agents, representatives, and employees as additional insureds by endorsement with respect to this Agreement.

The coverages required by this section may be in any combination of primary, excess and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-

form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

Copies Required. The Tenant shall provide to the Landlord a Certificate of Insurance showing proof of compliance with all policies required by this section (i) upon the commencement of the Option Term, (ii) prior to commencing any on site construction, (iii) within fifteen (15) days of any of the policies required by this Section changing in any way, and (iv) within fifteen (15) days following receipt of a written request therefore from the Landlord. In the event that the City has tendered a claim to Tenant, or its insurer, or its insurer has denied coverage to the City, Tenant (in a local office) will make available to the City within fifteen (15) days of the City's written request to Tenant, a copy of actual, authentic and applicable insurance policies for review (but not for copying, faxing or otherwise reproducing any part of any policy or other insurance correspondence), subject to the City first executing Tenant's standard non-disclosure agreement. The policy review is limited to no more than three days during a consecutive six-month period and must be conducted during Tenant's normal business hours while the City's representative is accompanied by a Tenant Risk Management professional. Upon completion of review no copies will be made and all policies will be returned to Tenant's Corporate Risk Management Department.

Maintenance and Renewal of Required Coverages. Tenant shall provide the City with at least thirty (30) days prior written notice of cancellation or nonrenewal of any required coverage that is not replaced.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property or any government or emergency related radio frequency, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Without limiting any other rights or remedies, if interference to Tenant or Landlord occurs and continues for a period in excess of twenty-four (24) hours following notice to the interfering party via telephone to Tenant's Network Operations Center at 630-221-8500 or to Landlord at 815-476-5663, the interfering party shall have a cure period of up to twenty-four (24) hours to either reduce its operating power in order to eliminate the interference, or cease operation of the interfering equipment altogether until the source of the interference is identified and the interference is eliminated. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant or Landlord will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's or Tenant's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Landlord or Tenant.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

(e) The installation, maintenance and operation of the Communication Facility will not interfere with the Landlord's lawfully installed and properly operated emergency equipment or operations within the Property. In the event Tenant's installations interfere with Landlord's equipment or operations, Tenant will promptly cease the operations suspected of causing such interference after notice thereof (except for intermittent testing to determine the cause of such interference) until Tenant is able to resolve the interference. If the interference cannot be resolved, either party will be entitled to terminate this Agreement.

9. INDEMNIFICATION.

(a) Tenant, on behalf of itself, its officers, employees, agents, representatives, and contractors, agrees to indemnify, defend and hold Landlord harmless, including but not limited to its Mayor, administrator, alderpersons, City Council, officers, officials, employees and agents, harmless from and against any and all claims, demands, suits, proceedings, judgments, injury, loss, damage or liability, costs or expenses (including but not limited to reasonable attorneys' fees, expert witnesses, consultants, and court costs) arising from, attributable to, due to, or caused directly or indirectly by any act of Tenant on the Property permitted by, reasonably expected under, or related to this Agreement, including but not limited to the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

(b) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest in the form attached hereto as **Exhibit 10(b)**.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants to the best of their knowledge, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that

party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have pedestrian and vehicular access (“Access”) to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises with at least seventy-two (72) hour prior notice to Landlord, or in emergencies with as much notice as practicable. Landlord agrees to allow Tenant access to the Premises during ordinary business hours (8:00 a.m. – 5:00 p.m. Monday through Friday) for regular maintenance and repairs, and twenty-four (24) hours a day, seven (7) days a week for unscheduled emergency repairs and other emergency purposes. In the event Tenant needs access after business hours, Tenant will endeavor to give either Landlord prior notice, if feasible, or to delay requesting access until normal business hours. If access for an emergency repair or other emergency purpose is needed, the Tenant shall contact police dispatch at 815-476-2811 for access. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. If Tenant elects to utilize an Unmanned Aircraft System (“UAS”) in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Tenant shall provide written notice not less than twenty-four (24) hours prior to utilization, and Landlord shall not unreasonably deny Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. At all times, Tenant must travel directly to and from the Property's entrance to Premises using the most direct route possible. Tenant shall not occupy, travel across, stage, construct on, or otherwise exist on any areas except as permitted by this Section without prior written approval from the Landlord.

13. REMOVAL/RESTORATION AND BOND.

(a) All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any

time during the Term. Within one hundred twenty (120) days after the termination of this Agreement, Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Footings, foundations, and concrete will be removed to a depth of three feet below grade for future use. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord, and Tenant shall be considered to have forfeited the bond, as specified below.

(b) Prior to commencing construction, Tenant shall deposit with Landlord a construction bond in a form reasonably acceptable to Landlord in the amount of \$25,000 to guarantee the safe and efficient removal of any equipment from the Premises. Tenant shall ensure the bond remains in effect for the entire duration of the Agreement. Tenant's failure to comply with this Section shall be a material breach of this Agreement. Tenant's obligations under this Section shall survive the termination or expiration of this Agreement.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Tenant shall be fully responsible for any damage caused to the Property, Surrounding Property, or any buildings, structures, or improvements of any kind on the Property or Surrounding Property by or attributable to the Permitted Use, the Tenant, or its employees, agents, representatives, or contractors. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within thirty (30) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

(c) As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(d) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, using the most direct route possible from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Prior to any assignment or sublease, Tenant shall send a written request seeking approval from Landlord. Landlord shall approve or deny the assignment or sublease not less than thirty (30) days after written notice. Landlord shall not unreasonably deny the assignment or sublease. After obtaining Landlord's consent, Tenant will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, to: (a) Tenant's Affiliate, (b) to any entity with a net worth of at least Fifty Million Dollars (\$50,000,000) or (c) any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant shall have the right to sublease the Premises, in whole or in part, with Landlord's consent. Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #: IL1635; Cell Site Name: Wilmington Downtown (IL)
 Fixed Asset #: 12876025
 1025 Lenox Park Blvd NE
 3rd Floor
 Atlanta, GA 30319

With a copy to: New Cingular Wireless PCS, LLC
 Attn.: Legal Dept – Network Operations
 Re: Cell Site #: IL1635; Cell Site Name: Wilmington Downtown (IL)
 Fixed Asset #: 12876025
 208 S. Akard Street
 Dallas, TX 75202-4206

If to Landlord: City Administrator
City of Wilmington
1165 S. Water Street
Wilmington, IL 60481

With a copies to: Mayor
City of Wilmington
1165 S. Water Street
Wilmington, IL 60481

Water Reclamation Superintendent
1165 S. Water Street
Wilmington, IL 60481

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within two (2) business days of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord has obtained an exemption from property taxes for the Property. Tenant shall have the responsibility to pay, at its sole cost and expense, any personal property taxes, real estate taxes, leasehold taxes, assessments, or charges owed and any tax imposed that arise or result from Tenant's use and improvements to the Property. Tenant shall be responsible, at its sole cost and expense, for the payment of any taxes, levies, assessments, and other charges imposed upon the business conducted by Tenant and its subleseees and licensees. In the event Landlord transfers the Property to a taxable entity, or the Property otherwise becomes taxable, the then existing property owner or Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay and Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written notice to Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that

Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17. Promptly after the Effective Date, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or the Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within forty-five (45) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

- i. Copy of the deed, bill of sale or other instrument of transfer
- ii. New IRS Form W-9
- iii. Completed and Signed Tenant Payment Direction Form
- iv. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, the sale shall be made only subject to a restriction against interference with Tenant's Communication Facility.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. ASSIGNMENT OF RENTAL STREAM. If at any time after the date of this Agreement, Landlord intends or desires to accept a bona fide written offer from a third party seeking (i) an assignment or transfer of Rent payments associated with this Agreement, or (ii) the purchase of an easement, license or any other lesser interest in the Property, the intent of which is to effect a transfer of Rent payments without transferring the full and complete obligation or ability to assume all of Landlord's obligations hereunder (either of the foregoing a "**Rental Stream Offer**"), prior to accepting such Rental Stream Offer, Landlord shall furnish Tenant with a copy of the Rental Stream Offer. In accordance with the Illinois Municipal Code, Tenant shall have the right within thirty (30) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer ("Tenant's Offer"). If Landlord opts to accept an assignment or transfer of Rent payments, Landlord shall be obligated to accept Tenant's Offer in lieu of the Rental Stream Offer from the third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the thirty (30) day period, Landlord may accept the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void.

Tenant reserves the right to hold Rent payments due under this Agreement until Landlord complies with the requirements of this Section.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 24(b)**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Severability.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law. Venue shall be in the appropriate state or federal court for Will County, Illinois.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant

to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

(o) Tenant agrees to pay any and all reasonable professional staff fees, costs and expenses consistent with the City Reimbursement Agreement dated April 1, 2021.

(p) **Landlord Use of Tenant's Tower.** Subject to availability of structural loading capacity on the communications tower in Tenant's sole discretion, Tenant agrees to grant Landlord the right to install approved facilities within an envelope of ten (10) contiguous vertical feet of space on Tenant's tower at the 145' centerline height level, in accordance with the terms of Tenant's customary sublease agreement for tower occupants, provided that the sublease agreement shall not require Landlord to pay any rent. Landlord shall be required to complete and submit a colocation application and structural analysis to Tenant upon the initial installation and any future upgrades to Landlord's equipment on the tower at Landlord's sole expense. Upon constructing the tower, Tenant agrees to install a line with mule tape and capped fiber designated for future Landlord colocation consistent with this subsection.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

“LANDLORD”

City of Wilmington
an Illinois municipality

By: _____
Print Name: _____
Its: _____
Date: _____

“TENANT”

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

EXHIBIT 1
DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 2

to the Option and Lease Agreement dated [Insert Date], 2021, by and between City of Wilmington, an Illinois municipality **Error! Reference source not found.**, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The South 492 feet of the West 590 feet of the Northeast 1/4 of Section 25, Township 33 North, Range 9 East of the Third Principal Meridian, and also the West 590 feet of the Southeast 1/4 of said Section 25 lying North of the center thread of Forked Creek; and also

That part of the following described parcel lying south of the North Line of South 777.97 feet of the Northwest 1/4 of Section 25, Township 33 North, Range 9 East of the Third Principal Meridian: That part of the Northwest 1/4 of Section 25, Township 33 North, Range 9, East of the Third Principal Meridian, lying Southeasterly of the Southeasterly right-of-way line of the Illinois Gulf Central Railroad (except therefrom that part thereof which lies west and south of the following described line: Commencing at the point of intersection of the South line of said Northwest 1/4 and the West line of Block 1 in Stewart's Addition to Wilmington, according to the Plat thereof recorded February 18, 1837 and re-recorded August 31, 1858 in Book 56, Page 409, thence running North along the West line of said Block 1 aforesaid, and said West line extended North to the Southwest corner of Lot 10 in Block 2 of said Stewart's Addition, thence running West along the South line of said Lot 10 extended West to the Southeast corner of Lot 9 in Block 7 of said Stewart's Addition to Wilmington, thence continuing West along the South line of Lots 9 and 10 in said Block 7 to the Southwest corner of Lot 10 in said Block 7, thence running north along the West line of said Lot 10 in Block 7 to the Southeasterly right-of-way line of said railway), all in Will County, Illinois.

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

[INSERT AS APPLICABLE]

EXHIBIT 12

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

{This Letter Goes On Landlord's Letterhead}

[Insert Date]

Building Staff / Security Staff
[Landlord, Lessee, Licensee]
[Street Address]
[City, State, Zip]

Re: Authorized Access granted to []

Dear Building and Security Staff,

Please be advised that we have signed a lease with [] permitting [] to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant [] and its representatives, employees, agents and subcontractors (“representatives”) access to the leased area.

To avoid impact on telephone service during the day, [] representatives may be seeking access to the property outside of normal business hours. [] representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature

EXHIBIT 24(b)

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

Prepared by and Return to:

Debra Neuman
AT&T Mobility
c/o Mastec Network Solutions
1351 E. Irving Park Rd.
Itasca, IL 60143

Re: Cell Site # IL1635
Cell Site Name: Wilmington Downtown
Fixed Asset # 12876025
State: **Error! Reference source not found.**
County: Will

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this _____ day of _____, 20____, by and between City of Wilmington, an Illinois Municipality, a having its principal office/residing at 1165 S. Water Street Wilmington, IL 60481 (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Option and Land Lease Agreement ("**Agreement**") on the _____ day of _____, 20____, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The initial lease term will be Five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, that automatically renews for no more than seventeen (17) successive automatic five (5) year options to renew.

3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.

4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:
City of Wilmington,
an Illinois Municipality

TENANT:
New Cingular Wireless PCS, LLC
a Delaware limited liability company
By: AT&T Mobility Corporation, its Manager

By: _____
Print Name: _____
Its: _____
Date: _____

By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 2

to the Memorandum of Lease dated _____, 2021, by and between City of Wilmington, an Illinois municipality, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property owned by Landlord is legally described as follows:

The South 492 feet of the West 590 feet of the Northeast 1/4 of Section 25, Township 33 North, Range 9 East of the Third Principal Meridian, and also the West 590 feet of the Southeast 1/4 of said Section 25 lying North of the center thread of Forked Creek; and also

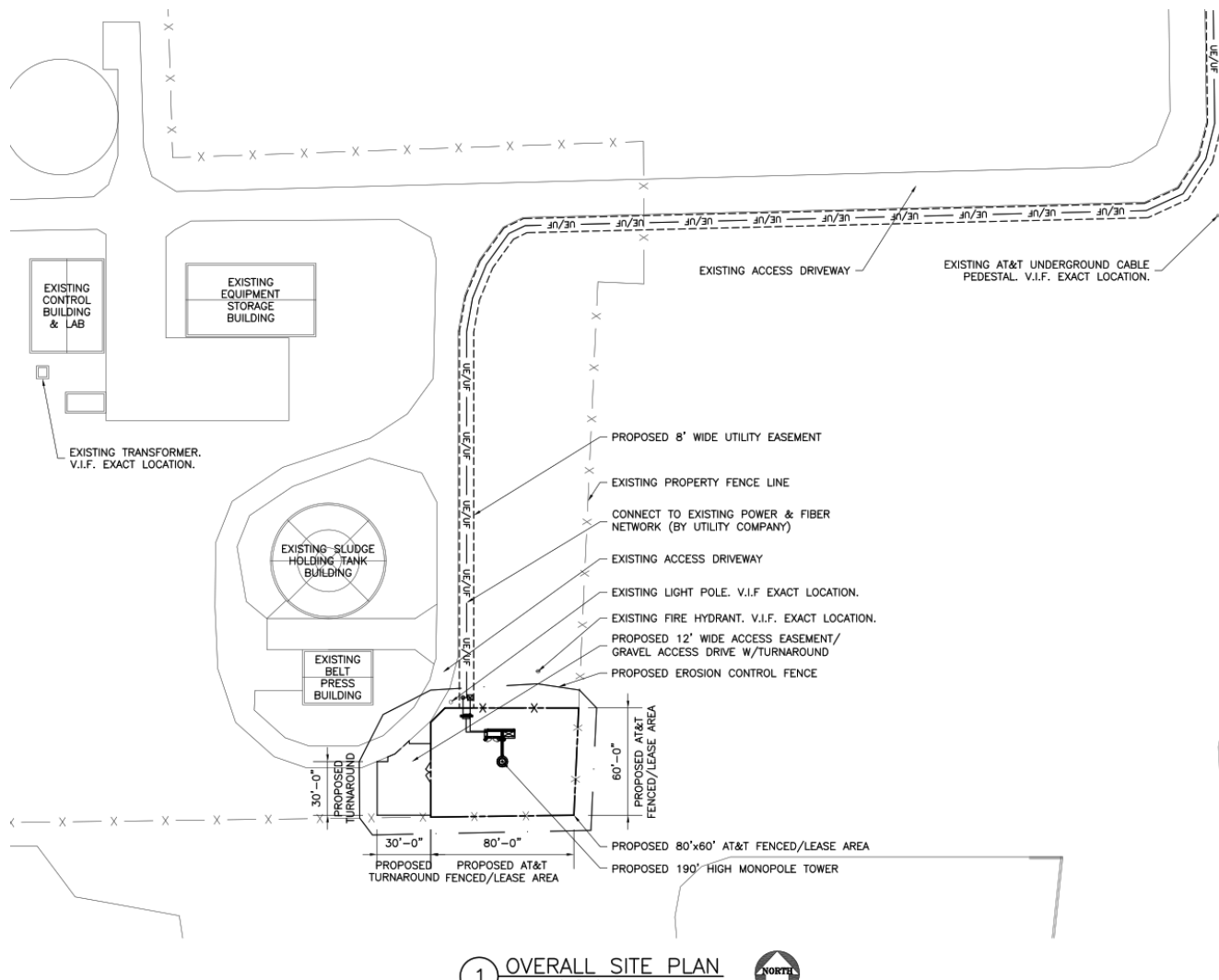
That part of the following described parcel lying south of the North Line of South 777.97 feet of the Northwest 1/4 of Section 25, Township 33 North, Range 9 East of the Third Principal Meridian: That part of the Northwest 1/4 of Section 25, Township 33 North, Range 9, East of the Third Principal Meridian, lying Southeasterly of the Southeasterly right-of-way line of the Illinois Gulf Central Railroad (except therefrom that part thereof which lies west and south of the following described line: Commencing at the point of intersection of the South line of said Northwest 1/4 and the West line of Block 1 in Stewart's Addition to Wilmington, according to the Plat thereof recorded February 18, 1837 and re-recorded August 31, 1858 in Book 56, Page 409, thence running North along the West line of said Block 1 aforesaid, and said West line extended North to the Southwest corner of Lot 10 in Block 2 of said Stewart's Addition, thence running West along the South line of said Lot 10 extended West to the Southeast corner of Lot 9 in Block 7 of said Stewart's Addition to Wilmington, thence continuing West along the South line of Lots 9 and 10 in said Block 7 to the Southwest corner of Lot 10 in said Block 7, thence running north along the West line of said Lot 10 in Block 7 to the Southeasterly right-of-way line of said railway), all in Will County, Illinois.

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 2 of 2

The Premises leased to Tenant are described and/or depicted as follows:



W-9 FORM


[FOLLOWS ON NEXT PAGE]



MEMO

Date: March 28, 2022

To: Honorable Mayor Dietz and City Council Members

From: Jeannine Smith, City Administrator 

Cc: Joie Ziller, Deputy Clerk

Re: Elion Logistics Park, Building VII Site Plan Approval

ACTION REQUESTED

ELP55 VII, LLC ("Petitioner") is before you requesting a site plan review and approval for Building VII, a 1,002,000 square foot Office/Warehouse building and associated parking, truck docks, and detention in the Elion Logistics Park 55.

BACKGROUND

Pursuant to their Annexation Agreement Section 27 Site Plans and Building Permits (A) Site Plans, the Elion Logistics Park is required to submit site plans for review and approval prior to the issuance of a building permit. The 66.7-acre site of the proposed building is located east of Graaskamp Boulevard and approximately ¼ mile north of Murphy Road.

DISCUSSION

On Thursday, March 10, 2022 a hearing before the City of Wilmington Planning and Zoning Commission was held at 5:06pm. Petitioner presented their site plan to the Commission as accounted for in the draft minutes (attached for your convenience).

The Planning and Zoning Commission deliberated over the Petitioner's presentation, commissioner feedback, and public comment and approved the motion by a roll call vote with 5 ayes, 0 nays, and 2 absent.

The Petitioner now comes before the City Council seeking the same site plan approval.

and owing from the Owners hereunder, the City shall apply such Additional Item Advance Payment against the Owners' obligations such that Owners shall receive a fifty percent (50%) credit against all such amounts otherwise due and owing until the Additional Item Advance Payment has been applied in full to amounts owing to the City from time to time for building permit fees hereunder. The credit to be applied hereunder shall be applied in conjunction with the Building Permit Fee Advance Payment. In connection with the foregoing, the City agrees to execute such further agreements as may be reasonably required in connection with the Additional Item and expressly agrees that it shall not take any actions (or inactions) with respect to the Additional Item that would delay, hinder or otherwise adversely affect the performance by the Owners of their obligations with respect to the Water Tower, including but not limited to allowing any liens to be recorded against the Subject Property arising out of the Additional Item.

Section 25. Wetlands Mitigation.

The Owners shall comply with all wetlands mitigation laws, regulations and ordinances, as promulgated by U.S. Army Corp of Engineers.

Section 26. Flood Plains.

The Owners shall comply with all flood plain laws, regulations and ordinances. No additional regulations shall be enacted by the City that will affect the Subject Property.

*** Section 27. Site Plans and Building Permits.**

(A) Site Plans. Prior to the issuance of any building permit for the construction of any Buildings at the Subject Property, the Owners must comply with and obtain approval pursuant to the City's Site Plan review process.

(B) Building Permits. Provided that a final site plan has been approved for a particular Building Site, the City shall issue building permits for building construction within thirty (30) days after application, subject to the other provisions of this Agreement, and provided every application shall be completed in accordance with all applicable City codes and ordinances except as otherwise herein provided. All applicable building permit (but not including applicable utility capacity user fees) fees including any and all fees now or hereafter charged by the City for submission, review and inspection of a Building on the Subject Property shall be waived by the City and the total fee for such permits or services for Buildings in excess of one hundred thousand (100,000) square feet shall be one percent (1%) of the total hard cost of construction of the Building excluding cost for site improvements outside of the building footprint. Such fees shall be paid at time of permit issuance and shall be calculated and certified to the City by Owners' architect. For Buildings of less than one hundred thousand (100,000) square feet, the permit fees shall be determined under applicable City ordinances. If the City does not agree with the costs of construction certified by Owners' architect, the City shall accept the proposed fee as issuance of the building permit but it may require and Owners shall submit the actual and true costs to construct the Building upon issuance of the final certificate of occupancy and the Parties shall adjust the building permit fee based upon the actual and true cost to construct the Building. Such cost shall include only the cost of labor and materials to construct and shall not include engineering or architecture fees. If the Owners have overpaid, City shall provide a credit back to

FROM: Casey McCollom, PE – Engineer
Chamlin & Associates

DATE: March 4, 2022

SUBJECT: Site Plan: ELP55 VII, LLC

FOR AGENDA: March 10, 2022

SUMMARY

ELP55 VII, LLC is proposed warehouse development located at the northeast corner of Graaskamp Boulevard and Murphy Road. The proposed project is located within the I-5 zoning district and is a permitted use for this district. Preliminary site plan approval has been requested.

GENERAL INFORMATION

APPLICANT: ELP55 VIII, LLC

LOCATION: Northeast Corner of Graaskamp Blvd. and Murphy Rd.

PIN: 03-17-21-100-034, 03-17-21-100-035, 03-17-21-100-036, 03-17-21-200-015

SIZE: 66.7 Acres

EXISTING ZONING: I-5 Large Scale Planned Industrial

ADJACENT ZONING & LAND USE:

Direction	Zoning	Jurisdiction	Use
North	I-5 Large Scale Planned Industrial	Wilmington	Industrial/Detention
South	I-5 Large Scale Planned Industrial	Wilmington	Vacant/Future Industrial
East	I-5 Large Scale Planned Industrial	Wilmington	Vacant/Future Industrial
West	I-5 Large Scale Planned Industrial	Wilmington	Industrial/Future Industrial

APPLICATION REQUEST(S)

- Site Plan

Peru Office

4152 Progress Boulevard • Peru, IL 61354
Phone 815.223.3344 • Fax 815.223.3348
peru@chamlin.com

Ottawa Office

218 West Lafayette Street • Ottawa, IL 61350
Phone 815.434.7225 • Fax 815.434.2831
ottawa@chamlin.com

Mendota Office

903 Main Street • Mendota, IL 61342
Phone 815.539.8137 • Fax 815.224.8575
mendota@chamlin.com

BACKGROUND INFORMATION

- Annexation Agreement – April 13, 2009 (R2010-52473)

PROJECT DETAILS

Description of Business:

- Per the applicant ELP55 VII, LLC intends to construct and operate a large scale distribution facility.
- The proposed use as shown are permitted within the I-5 Large Scale Planned Industrial district.

Preliminary Site Plan Overview:

- The site plan consists of the following improvements:
 - 1,002,000 +/- total square feet warehouse building
 - 238 Truck/Trailer Parking
 - 233 Auto Parking
 - 166 Dock Spaces
 - 66 Future Dock Spaces.
 - Future 210,000 Sq Ft. Expansion Area.
- Access to the site is proposed via the adjacent Graaskamp and Elion Boulevard.

Architecture:

- Building to be painted precast concrete structure – 1,002,000 SF

PUBLIC NOTICE SUMMARY

- Public notice to be published in the Free Press Advocate on Wednesday, February 23, 2022.

STANDARDS

Standards for review of Preliminary Site Plan:

- General Conformance with Zoning Code 150.68 – I-5 Large Scale Planned Industrial District.

STAFF COMMENTS AND CONDITIONS

- Zoning Code 150.68 has been generally adhered to for the detail shown in the Preliminary Site Plan.
- The Petitioner has not provided a final end user of the development nor the number of anticipated employees. The proposed development provides a similar number of truck and passenger car parking as other similar use developments
- Final Site Plans will be reviewed for compliance with the City's requirements for Article 150.19 of the zoning code once provided.

SUPPORTING DOCUMENTS

- Land Use Petition
- Building Site Plan
- Legal Description of the Property
- List of Adjacent Property Owners within 250' of the Property
- Preliminary Floor, Roof, and Elevation Plan.

ACTION REQUESTED OF THE COMMISSION


- Review and make a recommendation to the City Council regarding the Preliminary Site Plan Approval



MEMO

Date: March 28, 2022

To: Honorable Mayor Dietz and City Council Members

From: Jeannine Smith, City Administrator 

Cc: Joie Ziller, Deputy Clerk

Re: Elion Logistics Park, Building VIII Site Plan Approval

ACTION REQUESTED

ELP55 VIII, LLC ("Petitioner") is before you requesting a site plan review and approval for Building VIII, a 1,002,000 square foot Office/Warehouse with associated parking, truck docks, and detention in the Elion Logistics Park 55.

BACKGROUND

Pursuant to their Annexation Agreement Section 27 Site Plans and Building Permits (A) Site Plans, the Elion Logistics Park is required to submit site plans for review and approval prior to the issuance of a building permit. The 72.8-acre site of the proposed building is located east of Graaskamp Boulevard and north of Murphy Road.

DISCUSSION

On Thursday, March 10, 2022 a hearing before the City of Wilmington Planning and Zoning Commission was held at 5:19pm. Petitioner presented their site plan to the Commission as accounted for in the draft minutes (attached for your convenience).

The Planning and Zoning Commission deliberated over the Petitioner's presentation, commissioner feedback, and public comment and approved the motion by a roll call vote with 5 ayes, 0 nays, and 2 absent.

The Petitioner now comes before the City Council seeking the same site plan approval.

and owing from the Owners hereunder, the City shall apply such Additional Item Advance Payment against the Owners' obligations such that Owners shall receive a fifty percent (50%) credit against all such amounts otherwise due and owing until the Additional Item Advance Payment has been applied in full to amounts owing to the City from time to time for building permit fees hereunder. The credit to be applied hereunder shall be applied in conjunction with the Building Permit Fee Advance Payment. In connection with the foregoing, the City agrees to execute such further agreements as may be reasonably required in connection with the Additional Item and expressly agrees that it shall not take any actions (or inactions) with respect to the Additional Item that would delay, hinder or otherwise adversely affect the performance by the Owners of their obligations with respect to the Water Tower, including but not limited to allowing any liens to be recorded against the Subject Property arising out of the Additional Item.

Section 25. Wetlands Mitigation.

The Owners shall comply with all wetlands mitigation laws, regulations and ordinances, as promulgated by U.S. Army Corp of Engineers.

Section 26. Flood Plains.

The Owners shall comply with all flood plain laws, regulations and ordinances. No additional regulations shall be enacted by the City that will affect the Subject Property.



Section 27. Site Plans and Building Permits.

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(B) Building Permits. Provided that a final site plan has been approved for a particular Building Site, the City shall issue building permits for building construction within thirty (30) days after application, subject to the other provisions of this Agreement, and provided every application shall be completed in accordance with all applicable City codes and ordinances except as otherwise herein provided. All applicable building permit (but not including applicable utility capacity user fees) fees including any and all fees now or hereafter charged by the City for submission, review and inspection of a Building on the Subject Property shall be waived by the City and the total fee for such permits or services for Buildings in excess of one hundred thousand (100,000) square feet shall be one percent (1%) of the total hard cost of construction of the Building excluding cost for site improvements outside of the building footprint. Such fees shall be paid at time of permit issuance and shall be calculated and certified to the City by Owners' architect. For Buildings of less than one hundred thousand (100,000) square feet, the permit fees shall be determined under applicable City ordinances. If the City does not agree with the costs of construction certified by Owners' architect, the City shall accept the proposed fee as issuance of the building permit but it may require and Owners shall submit the actual and true costs to construct the Building upon issuance of the final certificate of occupancy and the Parties shall adjust the building permit fee based upon the actual and true cost to construct the Building. Such cost shall include only the cost of labor and materials to construct and shall not include engineering or architecture fees. If the Owners have overpaid, City shall provide a credit back to

FROM: Casey McCollom, PE – Engineer
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DATE: March 4, 2022

SUBJECT: Site Plan: ELP55 VIII, LLC

FOR AGENDA: March 10, 2022

SUMMARY

ELP55 VIII, LLC is proposed warehouse development located at the northeast corner of Graaskamp Boulevard and Murphy Road. The proposed project is located within the I-5 zoning district and is a permitted use for this district. Preliminary site plan approval has been requested.

GENERAL INFORMATION

APPLICANT: ELP55 VIII, LLC

LOCATION: Northeast Corner of Graaskamp Blvd. and Murphy Rd.

PIN: 03-17-21-100-006, 03-17-21-100-007, 03-17-21-100-011, 03-17-21-100-012, 03-17-21-100-018, 03-17-21-100-020, 03-17-21-100-023, 03-17-21-100-024, 03-17-21-100-029, 03-17-21-100-030, 03-17-21-100-035, 03-17-21-200-002, 03-17-21-200-005, 03-17-21-200-011, 03-17-21-200-015

SIZE: 72.8 Acres

EXISTING ZONING: I-5 Large Scale Planned Industrial

ADJACENT ZONING & LAND USE:

Direction	Zoning	Jurisdiction	Use
North	I-5 Large Scale Planned Industrial	Wilmington	Industrial/Detention
South	I-5 Large Scale Planned Industrial	Wilmington	Vacant/Future Industrial
East	I-5 Large Scale Planned Industrial	Wilmington	Vacant/Future Industrial
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903 Main Street • Mendota, IL 61342
Phone 815.539.8137 • Fax 815.224.8575
mendota@chamlin.com

APPLICATION REQUEST(S)

- Site Plan

BACKGROUND INFORMATION

- Annexation Agreement – April 13, 2009 (R2010-52473)

PROJECT DETAILS

Description of Business:

- Per the applicant ELP55 VIII, LLC intends to construct and operate a large scale distribution facility.
- The proposed use as shown are permitted within the I-5 Large Scale Planned Industrial district.

Preliminary Site Plan Overview:

- The site plan consists of the following improvements:
 - 1,002,000 +/- total square feet warehouse building
 - 252 Truck/Trailer Parking
 - 233 Auto Parking
 - 166 Dock Spaces
 - 66 Future Dock Spaces.
 - Future 120,000 Sq Ft. Expansion Area.
- Access to the site is proposed via the adjacent Graaskamp and Elion Boulevard.

Architecture:

- Building to be painted precast concrete structure – 1,002,000 SF

PUBLIC NOTICE SUMMARY

- Public notice to be published in the Free Press Advocate on Wednesday, February 23, 2022.

STANDARDS

Standards for review of Preliminary Site Plan:

- General Conformance with Zoning Code 150.68 – I-5 Large Scale Planned Industrial District.

STAFF COMMENTS AND CONDITIONS

- Zoning Code 150.68 has been generally adhered to for the detail shown in the Preliminary Site Plan.

- The Petitioner has not provided a final end user of the development nor the number of anticipated employees. The proposed development provides a similar number of truck and passenger car parking as other similar use developments
- Final Site Plans will be reviewed for compliance with the City's requirements for Article 150.19 of the zoning code once provided.

SUPPORTING DOCUMENTS

- Land Use Petition
- Building Site Plan
- Legal Description of the Property
- List of Adjacent Property Owners within 250' of the Property
- Preliminary Floor, Roof, and Elevation Plan.

ACTION REQUESTED OF THE COMMISSION

- Review and make a recommendation to the City Council regarding the Preliminary Site Plan Approval



MEMO

Date: March 28, 2022
To: Honorable Mayor Dietz and City Council Members
From: Jeannine Smith, City Administrator
Cc: Joie Ziller, Deputy Clerk
Re: Walrus CC LLC Height Variance Request

ACTION REQUESTED

Walrus CC, LLC ("Petitioner") is before you requesting a variance to Chapter 150.62(D)(5) to allow a building height of 125 feet above average grade, where 45 feet is the permitted height and 100 feet is the maximum height permitted with conditional use permit in the I-2 Light Industrial Zoning District.

BACKGROUND

The proposed site is approximately 30 acres south of the Dupont Plant. Their plan (enclosed) is to construct a cold storage warehouse facility similar to the US Cold Storage facility at the intersection of Kankakee River Drive and IL State Route 53.

Walrus CC, LLC represented to staff that they are presenting conceptual plans to the City, the final plans for which will be presented to the City depending on the approval of their height variance request. Consideration of the variance request is based on the following City of Wilmington Zoning Code limitations:

150.64 - I-2 Light Industrial District.

(D) Bulk and density requirements.

(5) Building height limitations. No building shall exceed four stories or 45 feet in height. This height may be increased to a maximum of 100 feet by a conditional use permit, as long as all yard setbacks are increased by a ratio of one foot for each two feet, or portion thereof, of increased building height over 45 feet, provided that no front yard setback exceed 150 feet and no side or rear yard exceed 75 feet.

150.82 - Height exceptions.

(A) Chimneys, cooling towers, elevator headhouses, monuments, stage towers, scenery lofts, tanks, water towers, ornamental towers and spires, church steeples, or necessary mechanical appurtenances usually required to be placed above the roof level may exceed the maximum height limitations outlined

in [Section 150.50](#) et seq. (Zoning District Regulations) of this chapter by not more than 20%, except as indicated below:

(1) Structural projections exceeding the above height limitations shall be considered as conditional uses and shall be processed according to [Section 150.18](#) (Procedures for Variances, Map Amendments and Conditional Uses) of this chapter; provided further that any such structural projections shall require an increased building setback of one foot on all sides for each additional two feet that such structure exceeds the specified height limit as established by the regulations of the district in which such building is situated.

(B) Buildings that are to be used for storage purposes only may exceed the maximum number of stories that are permitted in the zoning district in which they are located, but such buildings shall not exceed the number of feet of building height permitted in such zoning district.

DISCUSSION

On Thursday, March 10, 2022 a hearing before the City of Wilmington Planning and Zoning Commission was held at 5:25pm. Walrus CC, LLC presented their petition to the Commission as accounted for in the draft minutes (attached for your convenience).

The Planning and Zoning Commission is tasked with the following standards for review of a variation request and shall make recommendation and provide findings of fact to the City Council to the same that:

1. Adequate evidence was submitted to establish practical difficulties or particular hardship so that, in the judgement of the Planning and Zoning Commission, a variation is permitted because the evidence sustained the existence of each of the four following conditions:
 - a. Reasons that strict enforcement of the code would involve practical difficulties or impose exceptional hardship;
 - b. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the particular district or zone;
 - c. The plight of the owner is due to unique circumstances;

The Planning and Zoning Commission deliberated over the Petitioner's presentation, commissioner feedback, and public comment denying the motion by a vote with 2 ayes, 3 nays, and 2 absent.

The Petitioner now comes before the City Council seeking the same variance request.

Minutes to the City of Wilmington
Planning and Zoning Commission Meeting
Wilmington City Hall
1165 South Water Street
Thursday, March 10, 2022, at 5:00 PM

Call to Order

The March 10, 2022 meeting of the Wilmington Planning & Zoning Commission was called to order at 5:03 p.m. by Deputy City Clerk Joie Ziller

Roll Call

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

Commissioners Present In-Person Tryner, Longest, Walinski

Commissioners Present Via Zoom Clennon, Smith

Commissioners Absent Humphries, Duffy

Quorum

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

Other Officials in Attendance

Also, in attendance were the City Administrator Jeannine Smith, Mayor Ben Dietz, and Deputy City Clerk Joie Ziller

Nominate Planning & Zoning Chairman

Commissioner Smith made a motion and Commissioner Clennon seconded to nominate Commissioner Tryner as acting Chairman for this evening’s meeting, March 10, 2022

Upon roll call, the vote was:

AYES: 5 Smith, Clennon, Longest, Walinski, Tryner

NAYS: 0

ABSENT 2 Humphries, Duffy

Motion passed.

Approve the Previous Meeting Minutes

Commissioner Clennon made a motion and Commissioner Smith seconded to approve the January 6, 2022 meeting minutes and have them placed on file.

Upon roll call, the vote was:

AYES: 5 Clennon, Smith, Walinski, Longest, Tyner

NAYS: 0

ABSENT 2 Humphries, Duffy

Motion passed.

Public Hearing #1

Petitioner: ELP55 VII, LLC
Location: Consisting of 66 Acres – East of Graaskamp Blvd & North of Murphy Rd
Request: Site Plan Review – 1,002,000 SF Office/Warehouse

Commissioner Longest made a motion and Commissioner Smith seconded to open the public hearing at 5:06 p.m.

Upon roll call, the vote was:

AYES: 5 Longest, Smith, Clennon, Walinski, Tryner

NAYS: 0

ABSENT 2 Humphries, Duffy

Motion passed.

Attorney Benjamin Schuster representing the petitioner Elion Partners introduced himself along with Mr. Stellino. Attorney Schuster reviewed the site plan as presented in the agenda packet for a 1 million-plus square foot spec building.

City Administrator Smith confirmed with Deputy City Ziller that the City receives the certified letters that the adjacent property owners were mailed regarding tonight's public hearing.

City Administrator Smith explained that the building being proposed is similar to what is currently existing within the development.

Public Comment #1 – Davis Dover, questioned who the general contractor for the project is. Mr. Stellino replied, Alston.

Public Comment #2 – Davis Dover, questioned if permits have been applied for. Mr. Stellino replied, no.

Public Comment #3 – Davis Dover, questioned when do you anticipate breaking ground. Mr. Stellino replied as soon as the City approves the site plan and issues the permit for Building VII and Building VIII staged by six months.

Public Comment #4 – Bob Thomas, is concerned that the road (Lorenzo Road) is falling apart and wanted to know he is responsible for the repairs. Mr. Stellino clarified that the City is responsible for the maintenance at the developer's (Elion) expense.

Public Comment #5 – Davis Dover, questioned if there are any project labor agreements in place. Mr. Stellino stated that there is one, which is approximately 12 years old.

Public Comment #6 – Commissioner Longest, questioned if the water main extension is being discussed. City Administrator Smith confirmed that it is being discussed.

Public Comment #7 – Commissioner Walinski, questioned the agreement with the current homeowners and if the properties have been purchased. Mr. Stellino referenced the map that was included with the agenda packet and explained what properties have been triggered as part of this process.

Commissioner Clennon made a motion and Commissioner Smith seconded to close the public hearing at 5:17 p.m.

Upon roll call, the vote was:

AYES: 5 Clennon, Smith, Walinski, Longest, Tryner

NAYS: 0

ABSENT 2 Humphries, Duffy

Motion passed.

There being no further discussion, Commissioner Longest made a motion and Commissioner Clennon seconded to approve the site plan proposed by ELP VII, LLC for the 1,002,000 SF Office/Warehouse building pending final engineering review.

Upon roll call, the vote was:

AYES: 5 Longest, Clennon, Smith, Walinski, Tryner

NAYS: 0

ABSENT 2 Humphries, Duffy

Motion passed.

Public Hearing #2

Petitioner: ELP55 VIII, LLC

Location: Consisting of 66 Acres – East of Graaskamp Blvd & North of Murphy Rd

Request: Site Plan Review – 1,002,000 SF Office/Warehouse

Commissioner Longest made a motion and Commissioner Clennon seconded to open the public hearing at 5:19 p.m.

Upon roll call, the vote was:

AYES: 5 Longest, Clennon, Smith, Walinski, Tryner

NAYS: 0

ABSENT 2 Humphries, Duffy

Motion passed.

City Administrator Smith confirmed with Deputy City Ziller that the City receives the certified letters that the adjacent property owners were mailed regarding tonight's public hearing.

Commissioner Clennon made a motion and Commissioner Smith seconded to close the public hearing at 5:21 p.m.

Upon roll call, the vote was:

AYES: 5 Clennon, Smith, Walinski, Longest, Tryner

NAYS: 0

ABSENT 2 Humphries, Duffy

Motion passed.

Commissioner Longest questioned how long is the construction of the new building being proposed. Mr. Stellino responded, typically ten to twelve months.

There being no further discussion, Commissioner Longest made a motion and Commissioner Clennon seconded to approve the site plan proposed by ELP VIII, LLC for the 1,002,000 SF Office/ Warehouse building pending final engineering review.

Upon roll call, the vote was:

AYES: 5 Longest, Clennon, Smith, Walinski, Tryner

NAYS: 0

ABSENT 2 Humphries, Duffy

Motion passed.

Public Hearing #3

Petitioner: Walrus CC, LLC

Location: Consisting of 30 Acres – southeast corner of E Kankakee River Drive & HWY 53

Request: variance to Chapter 150.62(D)(5) to allow a building height of 125 feet above average grade, where 100 feet is the maximum permitted under conditional use permit and conceptual site plan review to construct a cold storage warehouse facility

Commissioner Walinski made a motion and Commissioner Smith seconded to open the public hearing at 5:25 p.m.

Upon roll call, the vote was:

AYES: 5 Walinski, Smith, Longest, Clennon, Tryner

NAYS: 0

ABSENT 2 Humphries, Duffy

Motion passed.

George Bene, representing the petitioner introduced himself to the Commission and explained the project to construct cold storage distribution facility with ASRS (Automated Storage and Retrieval System). Mr. Bene explained this project would bring in 150 full-time positions along with substantial property tax revenue. The land is well suited for the development, it is approximately a quarter-mile off Route 53, it is in an industrial use area, there is good traffic flow with access to the highways and railyards. The proposed building is 322,000 square feet multi-story warehouse and processing which includes 113,000 square feet with a proposed maximum height of 125 feet. The site would include parking for 49 trucks and 163 automobiles, along with 26 dock spaces.

City Administrator Smith stated that within the zoning code I-2 zoning district has a maximum building height of 45 feet and may be increased to 100 feet by conditional use permit as long as all yard setbacks by a certain ratio are met. Reference can be found in the staff report prepared by City Engineer Casey McCollom of Chamlin & Associates that was included with the meeting agenda packet.

Commissioner Longest stated her concerns with the number of trucks currently sitting waiting to get into facilities on Kankakee River Drive. Administrator Smith explained that this is addressed as one of the conditions in the staff report.

Public Comment #1 – Davis Dover, questioned where they stand with the labor agreement. The petitioner stated their goal is to build it completely union.

Public Comment #2 – Bob Thomas, questioned which way the docks will be facing as he is concerned with the beeping sound of the trucks backing up and the trees are not a good enough cover. Mr. Bene answered the docks will face west.

Public Comment #3 – Davis Dover, questioned if the type of material for the walls is rated for tornados. Mr. Bene stated that the building material is rated to withstand a tornado.

Public Comment #4 – Commissioner Longest, questioned if an environmental study would be performed considering the proximity of Forked Creek. Mr. Bene state that this type of study is not needed unless required by the City.

Public Comment #5 – Commissioner Longest, questioned if you didn't have this location where would the location be. Mr. Bene stated most likely to the east in Indiana or to the west near Morris.

Commissioner Smith made a motion and Commissioner Longest seconded to close the public hearing at 5:58 p.m.

Upon roll call, the vote was:

AYES: 5 Smith, Longest, Clennon, Walinski, Tryner

NAYS: 0

ABSENT 2 Humphries, Duffy

Motion passed.

Commissioner Tryner made note of the staff comment, the maximum height per the ordinance is 100 feet and believes that we (Planning & Zoning Commission) cannot entertain the petition at 125 feet if that is not allowed by our ordinance unless the City Council wants to proceed with an amendment to the zoning ordinance. At best we could give some indication of our feelings on the matter but we don't have any authority to approve this request and send it on to the City Council.

Attorney Nemanich stated that the Commission could make a recommendation subject to the City Council making a text amendment to the ordinance.

City Administrator Smith suggested that Commission could continue to a date certain requiring to re-notice with a conditional use of a maximum of 100 feet or can move forward and request that City Council do a text amendment.

George Bene stated that in the code there is a variance application and they have met the requirements of the variance application.

There being no further discussion, Commissioner Smith made a motion and Commissioner Clennon seconded to approve the petitioner's variance request for building height, 125 feet, subject to any necessary conditions

Upon roll call, the vote was:

AYES: 2 Smith, Clennon
NAYS: 3 Longest, Walinski, Tryner
ABSENT 2 Humphries, Duffy

Motion denied.

Public Comment

No public comment was made.

Review & Approve 2022 Zoning Map

This will be on the April 7, 2022 agenda for Commission review and approval.

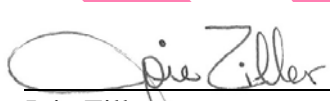
Other Pertinent Information

City Administrator.

Adjournment

Motion to adjourn the meeting made by Commissioner Longest and seconded by Commissioner Walinski. Upon voice vote, the motion was carried. The Wilmington Planning & Zoning meeting held on March 10, 2022, adjourned at 6:27 p.m.

Respectfully submitted,



Joie Ziller
Deputy City Clerk

FROM: Casey McCollom, PE – Engineer
Chamlin & Associates

DATE: February 22, 2022

SUBJECT: Height Variance: Walrus Cold Storage, LLC

FOR AGENDA: March 10, 2022

SUMMARY

Walrus Cold Storage is a proposed cold storage development located at the southeast corner of E. Kankakee Dr. and Highway 53. The proposed project is located within the I-2 zoning district and is a permitted use for this district. A variance for maximum building height, concept plan approval, and site plan approval has been requested, however the Applicant has not provided sufficient information at this time for site plan approval. A maximum building height of 125 feet has been proposed by the Applicant.

GENERAL INFORMATION

APPLICANT: Walrus CC, LLC

LOCATION: Southeast Corner of E. Kankakee Dr. and Illinois Route 53

PIN: Part of 03-17-25-200-011

SIZE: 30.56 Acres

EXISTING ZONING: I-2 Light Industrial

ADJACENT ZONING & LAND USE:

Direction	Zoning	Jurisdiction	Use
North	I-2 Light Industrial	Wilmington	Industrial
South	I-2 Light Industrial	Wilmington	Vacant/Agricultural
East	I-2 Light Industrial	Wilmington	Vacant/Agricultural
West	I-2 Light Industrial	Wilmington	Industrial/Vacant/WWTP

Peru Office

4152 Progress Boulevard • Peru, IL 61354
Phone 815.223.3344 • Fax 815.223.3348
peru@chamlin.com

Ottawa Office

218 West Lafayette Street • Ottawa, IL 61350
Phone 815.434.7225 • Fax 815.434.2831
ottawa@chamlin.com

Mendota Office

903 Main Street • Mendota, IL 61342
Phone 815.539.8137 • Fax 815.224.8575
mendota@chamlin.com

APPLICATION REQUEST(S)

- Height Variance
- Concept Plan Approval
- Preliminary Plat/Plan Approval

BACKGROUND INFORMATION

- Recapture Agreement - September 9, 2008 (R2008-112079), amended April 21, 2009 (R2009-051037), amended April 21, 2009 (R2009-067149)
- Annexation Agreement – May 29, 2009 (R2008-112074)

PROJECT DETAILS

Description of Business:

- Per the applicant Walrus CC, LLC intends to construct and operate a light industrial cold storage distribution facility. The ASRS (Automated Storage and Retrieval System) portion of the building is proposed at a height of 125 feet above the average grade of the site. The business will be in the food and agriculture storage and distribution sector. The building will operate with temperatures of -20F, -10F, and 38F.
- The proposed business activities described by the applicant are permitted uses within the I-2 Light Industrial district.
- The proposed maximum building height exceeds the maximum permitted building height of 45 feet, and the conditional use maximum building height of 100 feet.

Height Variance Plan Overview:

- The site plan consists of the following improvements:
 - 322,000 +/- total square feet multi-story warehouse and processing building
 - 113,000 sf +/- with proposed maximum height of 125' (Approximately 328'x 343')
 - 9,900 sf +/- with proposed maximum height of 79'
 - 72,000 sf +/- with proposed maximum height of 55'
 - 46,500 sf +/- with proposed maximum height of 40'
 - 80,500 sf +/- with proposed maximum height of 30'
 - 49 Truck/Trailer Parking
 - 163 Auto Parking
 - 26 Dock Spaces
 - 132,500 sf +/- of future building expansion south of currently proposed building
 - 2 detention ponds to the east and south of the proposed building
- Passenger vehicle access to the site will be via the existing entrance to Dow/Dupont per existing easement.
- Truck access to the site is proposed via the adjacent property west of the subject development.
- The site is currently incumbered by an existing sanitary sewer easement and private sanitary sewer easement.
- Water and Sanitary sewer are proposed to connect to existing facilities east of the proposed development.

Architecture:

- Building to be primarily steel frame construction with insulated metal panel exterior.
- Administrative offices are shown with an alternate exterior finish not yet identified.

PUBLIC NOTICE SUMMARY

- The requested variance requires a public notice to all property owners within 250 feet of the property.
- Public notice to be published in the Free Press Advocate on Wednesday, February 23, 2022.

STANDARDS

Standards for review of Variation request:

The PZC shall make recommendation and provide findings of fact to the City Council to the same that:

1. Adequate evidence was submitted to establish practical difficulties or particular hardship so that, in the judgement of the PZC, a variation is permitted because the evidence sustained the existence of each of the four following conditions:
 - a. Reasons that strict enforcement of the code would involve practical difficulties or impose exceptional hardship;
 - b. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the particular district or zone;
 - c. The plight of the owner is due to unique circumstances;
 - d. The variation, if granted, will not alter the essential character of the locality.
2. The PZC may recommend,
3. and the City Council may impose conditions and restrictions upon the premises benefitted by a variance as may be necessary to comply with the standards set forth in this section.

STAFF COMMENTS AND CONDITIONS

- Zoning Code 150.64(D)(2) states that I-2 Zoning District has a maximum building height of 45 feet and may be increased to 100 feet by conditional use permit “*as long as all yard setbacks are increased by a ratio of one foot for each two feet, or portion thereof, of increased building height over 45 feet, provided that no front yard setback exceed 150 feet and no side or rear yard exceed 75 feet.*” Setbacks proposed by the developer have been provided in the spirit of the Article 150.64(D)(2) of the code – where the minimum setback has been increased an additional foot for every two feet of building height above 45 feet. At no location does the minimum required setback exceed 150 feet for front yard or 75 feet for side or rear yard. All proposed setbacks exceed the calculated revised minimum setback.
- At concept level the site plan appears to meet or is capable of meeting requirements for development.
- Plans will need to be submitted in accordance Ordinance 150.19 prior to Staff providing comments for Site Plan approval.
- Engineering review of storm water management reports, detailed utility plans, and detailed grading plans will be required once submitted for review.

- Developer will need to confirm the right of access along the property to the west where truck access to the site has been shown. It is staff recommendation that the condition of the existing pavement be evaluated for the suitability for increased truck traffic and widened to allow for a minimum 24' wide pavement.
- Developer will be required to obtain a vacation of the existing sanitary sewer easement that encumbers the property. This sanitary sewer is a private line believed to be to the benefit of Dow/Dupont and US Cold Storage.
- At this time, Staff recommends only consideration of the variance and concept plan due to lack of information to review the Site Plan.
- The applicant will need to proceed with the process as stipulated by Article 152.22 of the code prior to site plan approval since the applicant is proposing a subdivision of PIN 03-17-25-200-011.
- Staff recommends that the applicant consider include a artwork or signage on the face of the 125 ft structure that faces Rt. 53. The artwork should be approved by the City and generally include a welcoming message to the people entering the City.
- Staff recommends increased requirements for screening and landscaping.
- Staff will require a traffic impact analysis at the time of final engineering.

SUPPORTING DOCUMENTS

- ALTA Survey PIN 03-17-25-200-011
- Height Variance Plan Package including:
 - Site 3D views
 - Architectural Site Plan
 - Floor Plan
 - Elevations
 - Building Sections
 - Preliminary Geometric Plan
 - Preliminary Grading Plan
 - Preliminary Utility Plan
 - Preliminary Photometric Plan
- Real Estate Purchase and Sale Agreement
- Height Variance Justification Report

ACTION REQUESTED OF THE COMMISSION

- Review and make a recommendation to the City Council regarding the Variance request for building height subject to any conditions the PZC determines are necessary.
- Review and make a recommendation to the City Council regarding the Concept Plan.



Fisher Construction Group, Inc.
Main: 360.757.4094
Fax: 360.757.4005
625 Fisher Lane
Burlington, Washington 98233
www.fisher CGI.com

January 27, 2022

City of Wilmington Planning & Zoning Commission
11665 South Water Street
Wilmington, IL

RE: Land Use Petition for Property SE corner of E. Kankakee Dr and HWY 53
Part of PIN# 03-17-25-200-011-0000

Dear Members of the Planning & Zoning Commission:

My name is William A. Langley. I am the Principal Architect for Fisher Construction Group, Inc; the design build contractor for the proposed Walrus CC, LLC ("Petitioner") project on the above referenced property. The Property is approximately 30.558 acres and is located in a I-2 Industrial District and Walrus is the contract purchaser.

Petitioner seeks a Height variance approval pursuant to 150.64(D)5 to use the Property for a cold storage warehouse facility. The proposed building is a light industrial cold storage distribution facility. The ASRS (Automated Storage and Retrieval System) portion of the building is proposed a height of 125 feet above the average grade on the site. The business will be in the food and agriculture storage and distribution sector. The building will operate with temperatures of -20°F, -10°F, and 38°F.

Within the attached documents we present evidence that we have exceed the required setback additional distance requirements and indicate the heights of the proposed facility. Please refer to drawing A-110, Architectural Site Plan for setback distances and drawing A-200, Elevations for proposed building heights.

The property is presently a vacant parcel and is near RT53 and Kankakee Dr. The property is in an industrial area where large-scale warehouses are permitted and established. The property is particularly well suited for the proposed use. The property is oversized and there is sufficient space for the warehouse and the ability to provide adequate setbacks and minimize ground usage.

Enclosed please find the materials in support of the above-reference Petition.

Enclosed Supporting Documents:

1. Land Use Petition
2. Redacted Sales Contract
3. ALTA/NSPS Land Title Survey
4. Narrative
5. Map of property within 250 ft
6. List of Tax Parcels within 250 ft
7. SAMPLE LETTER: Notice to owners within 250 ft
8. 3D Renderings of building compared to surrounding area

Enclosed Drawings:

- 9. A-001 Cover Overall Drawing
- 10.A-100 Site 3D Views
- 11.A-101 Site 3D Views
- 12.A-110 Architectural Site Plan
- 13.A-111 Floor Plan
- 14.A-200 Elevations
- 15.A-300 Building Sections

A Check Payable to City of Wilmington for Application Fees and Deposit Fees is attached.

Please be advised that the signed and notarized copy will be submitted under a separate cover. Should you require anything further to process the Petition, please contact my office. Thank you for your assistance in this matter and do not hesitate to reach out to me with any questions.

Thank you,



William A Langley, AIA
Principal Architect
Fisher Construction Group, Inc.



Land Use Petition
City of Wilmington, Illinois

Petitioner: Walrus CC, LLC
Address: 5275 Mount Vernon Way
City: Dunwoody State: GA Zip: 30338
Phone No.: 336-327-2001 Fax No.: Email:

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

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

Subject Property

Location: Southeast corner of E. Kankakee Dr. and Hwy 53.
Size of Property: 1,331,233 sf. 30.56 Acres Tax Parcel No.: Part of Pin# 03-17-25-200-011-0000

The following documents have been attached:

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

Type of Action Requested

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

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

Statement of Petition

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

Chapter 150.64(D)5 - Building height limitations. No building shall exceed four stories or 45 feet in height. This height may be increased maximum of 100 feet by a conditional use permit, as long as all yard setbacks are increased by a ratio of one foot for each two feet, or pr thereof, of increased building height over 45 feet, provided that no front yard setback exceed 150 feet and no side or rear yard exceed 7 feet. See Drawing #A-110 for detail on set backs.

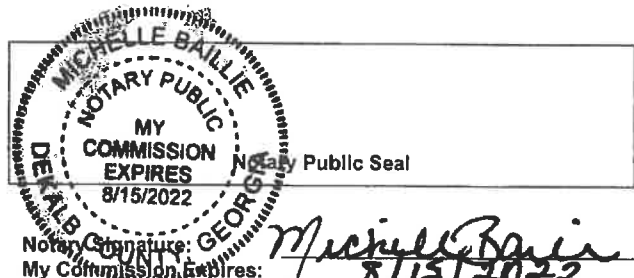
Number of Dwelling Units N/A Type of Units N/A Square Footage
Proposed Time Schedule for Development
Requested Variances 150.12 - Variations. Allow the height to be increased to 125 feet above average grade.

Authorization

I hereby affirm that I have full legal capacity to authorize the filing of this petition and that all the information and exhibits herewith submitted are true and correct to the best of my knowledge. The petitioner invites city representatives to make all reasonable inspections and investigation of the subject property during the period of processing this petition.

State of Georgia 1/21/22 Date Signature of Petitioner Don Schell

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



Given under my hand and notary seal this 21 day of January, A.D. 2022

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (the “**Agreement**”) is made by and between **85 Wilmington, LLC**, an Illinois limited liability company (“**Seller**”), and **Walrus CC, LLC**, a Delaware limited liability company, or nominee (“**Purchaser**”), entered into this ____ day of September, 2021 (“**Contract Date**”).

RECITALS

- A. Seller is the fee simple owner of the Property described herein.
- B. Seller desires to sell and Purchaser desires to purchase Seller’s interest in the Property subject to the terms and provisions contained herein.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the premises and mutual covenants contained herein, and of other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties hereto) Seller and Purchaser agree as follows:

1. **The Property.**

a. Subject to the terms and conditions contained in this Agreement, Seller agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller, the approximately 30 acres of real estate depicted and described on **Exhibit A-1** attached hereto and incorporated herein by reference (“**Land**”), which is located at the southwest corner of Route 53 and Kankakee River Drive, Wilmington, Illinois, together with any improvements on the Land (the “**Improvements**”); all fixtures, equipment and personal property owned by Seller and located on the Land (collectively, the “**Personal Property**”). All of the foregoing property is hereinafter collectively referred to as the “**Property**”). The Property shall include all right, title and interest, if any, of Seller in and to any land lying in the bed of any street, road, highway or avenue, open or proposed, in front of or adjoining all or any part of the Land, any and all strips, gores or right-of-way, riparian rights and easements, and all right, title and interest of Seller, if any, in and to any award or payment made or to be made (i) for damage to the Property or any part thereof by reason of any change of grade or closing of any street, road, highway or avenue adjoining the Land, and (ii) for any taking in condemnation or eminent domain of any part of the Property.

b. Purchaser shall have the option, at Purchaser’s election in Purchaser’s sole discretion, with such election to be made in writing to Seller no later than ninety (90) days after the Contract Date (the “**Option Deadline**”), to increase the size of the Land by adding approximately 10 additional acres of land, and in such event, the Land to be purchased by Purchaser hereunder shall be the approximately 40 acres of real estate depicted and described on **Exhibit A-2** attached hereto and incorporated herein by reference. In the event Purchaser does not elect to increase the size of the Land as stated in this Section 1b by the Option Deadline, then

the option set forth herein shall be of no further force or effect, and the Land shall consist of the approximately 30 acres depicted and described on Exhibit A-1.

2. **Purchase Price.** The purchase price for the Property shall be equal to the product of [REDACTED] multiplied by the total number of square feet of the Property, based upon the Survey. The Purchase Price for thirty (30) acres would equal [REDACTED]. The Purchase Price shall be payable as follows:

a. Within five (5) business days after the Contract Date, Purchaser shall deposit with Chicago Title Insurance Company, 10 S. LaSalle Street, Chicago, Illinois 60603 (the "Escrowee") as escrowee, the sum of [REDACTED] (such sum, and the interest, if any, earned thereon, being referred to herein as the "Earnest Money"). The Earnest Money shall be applied against the Purchase Price. The Earnest Money shall be held by Escrowee for the mutual benefit of the parties hereto pursuant to the provisions of Escrowee's standard joint order escrow instructions. The cost of the strict joint order escrow shall be shared equally between Seller and Purchaser. Purchaser and Seller agree to enter into a customary escrow agreement with Escrowee, which agreement will govern the holding and disbursement of the Earnest Money.

b. The balance of the Purchase Price (plus or minus prorations made pursuant to this Agreement) shall be paid to Seller by Purchaser in cash or other immediately available funds at the Closing (hereinafter defined).

3. **Feasibility Period.** Commencing on the Contract Date and continuing for ninety (90) days thereafter (the "Feasibility Period") Purchaser shall have the right to satisfy itself, in its sole discretion, as to certain conditions necessary for Purchaser's proposed ownership of the Property, including, without limitation; the environmental, soil, and engineering conditions of the Property; title documents, surveys, municipal requirements and entitlements for industrial development, financial feasibility, and any other physical, economic and/or suitability conditions necessary, required or desired for Purchaser's proposed ownership of the Property. In the event Purchaser is unable to satisfy itself, in its sole discretion, as to the conditions necessary for Purchaser's proposed ownership of the Property on or before the expiration of the Feasibility Period, Purchaser may terminate this Agreement by sending written notice to the Seller on or before the expiration of the Feasibility Period, and upon such notice this Agreement shall terminate and all Earnest Money shall be returned to the Purchaser. In the event Purchaser does not provide its notice of termination on or before the expiration of the Feasibility Period, Purchaser shall be deemed to have satisfied itself as to the condition of the Property. Notwithstanding anything set forth herein to the contrary, in the event Purchaser notifies Seller not later than the then-current expiration date of the Feasibility Period, then Purchaser shall have the right to extend the Feasibility Period for two (2) periods of forty-five (45) days each, upon written notice thereof to Seller, and Purchaser shall deposit for each such extension additional Earnest Money in the amount of [REDACTED] (each such deposit is an "Additional Deposit"), which Additional Deposits shall be treated as part of the Earnest Money for all purposes hereunder. In the event the Feasibility Period is extended pursuant to the foregoing sentence, the "Feasibility Period" shall mean the original 90-day Feasibility Period, as so extended by Purchaser.

Within five (5) days of the Contract Date, Seller shall deliver to Purchaser true and correct copies of the following documents to the extent in Seller's possession: copies of service contracts, leases and licenses, real estate tax bills for the prior two years, notices of revisions to assessed valuation or changes thereto, correspondence with any governmental officials within the last five (5) years regarding code violations, proposed repairs, improvements, redevelopment, or condemnation, any environmental and physical inspections with respect to the Property and neighboring properties and any remediation manifests with respect thereto, soil reports of the Property; copies of any surveys and/or title commitments and/or policies, and copies of any documents concerning the zoning or encumbering of the Property.

4. **Inspection.** Purchaser, its agents, representatives and employees may inspect the Property for such purposes as Purchaser may reasonably require. Purchaser may also enter upon the Property for the purpose of taking soil and environmental tests as may be reasonably required by Purchaser. If and to the extent that Purchaser or its representatives enter upon the Property, during the course of its inspections Purchaser shall maintain and cause its representatives and agents entering the Property to maintain and have in effect commercial general liability insurance with (i) limits of not less than \$1,000,000 per occurrence for personal injury, including bodily injury and death, and property damage, and (ii) Seller included as an additional insured party. Purchaser shall deliver to Seller a copy of the certificates of insurance effectuating the required insurance before Purchaser or its representatives enter upon the Property. Purchaser agrees to indemnify, defend and hold Seller harmless from and against all loss, liability, damage and costs which may be incurred by Seller caused by Purchaser and its agents as a result of its entry on the Property (provided, however, the foregoing indemnity shall not extend to protect Seller from any pre-existing liabilities for matters merely discovered by Purchaser (i.e., latent environmental contamination) so long as Purchaser's actions do not aggravate any pre-existing liability of Seller), and agrees in the event any drilling is done on the Property to repair the Property in such condition as it was prior to the drilling.

5. **Title Insurance; Survey.**

a. Within twenty (20) days after the Contract Date, Seller shall obtain and deliver to Purchaser a commitment to issue a 2006 ALTA owner's policy of title insurance (the "**Commitment**") issued by Escrowee, as issuing agent for Chicago Title Insurance Company (in this capacity, the "**Title Company**") showing that Seller owns fee simple title to the Property and certified to Purchaser in the amount of the Purchase Price, together with legible copies of all matters referred to therein as exceptions to title.

b. Purchaser shall notify Seller within ten (10) business days after Purchaser's receipt of the last of (i) the Commitment, (ii) legible copies of all of the recorded title documents shown on the Commitment and (iii) the Survey, of any objections to title or Survey. If Seller does not, within ten (10) business days after receipt of such objection to title, agree to clear title and/or Survey and have such exceptions removed from the Commitment, then Purchaser shall have the right to terminate this Agreement by no later than the last day of the Feasibility Period, as may be extended, and, this Agreement shall terminate and become null and void, and Purchaser shall receive a full and prompt refund of the Earnest Money and neither party shall have any further

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obligation to the other hereunder; provided that under all circumstances, Seller shall cause all liens and encumbrances of a definite and ascertainable amount to be paid off and released at Closing (the “**Mandatory Cure Items**”). If Purchaser does not terminate this Agreement as provided for in this paragraph, at Closing, Seller shall, at its cost, obtain a title insurance policy in conformance with the Commitment (the “**Title Policy**”), which Title Policy shall contain an extended coverage endorsement, and shall be subject only to those exceptions to title to which Purchaser has not objected. Notwithstanding anything to the contrary contained herein, the Purchaser shall take title to the Property subject to real estate taxes not yet due and payable.

c. Purchaser shall have the right to have its title examination and the Survey updated through the Closing Date, and if any such update discloses any new title exceptions or survey matters as to which Purchaser has an objection and which were not listed in the Commitment, as to title matters, or which were not shown on the Survey, as to survey matters (any such new matter being referred to as a “**New Objection**”), Purchaser shall deliver to Seller a statement of any such New Objections and Seller shall have until the Closing Date to cure all such New Objections. If Seller does not cure such New Objections, or if Seller fails to cure any objections Seller agrees to cure pursuant to Section 5b herein or the Mandatory Cure Items on or before the Closing Date, (i) Purchaser may terminate this Agreement, whereupon Purchaser shall receive from Escrowee a full refund of the Earnest Money, and thereafter this Agreement shall be null and void and of no further force or effect, and neither Purchaser nor Seller shall have any further rights, duties, liabilities or obligations to the other by reason hereof except for such matters that expressly survive termination of this Agreement, or (ii) Purchaser may cure such New Objections created or suffered by Seller, any objections Seller agreed to cure and failed to do so and any Mandatory Cure Items and deduct the reasonable cost thereof from the Purchase Price otherwise payable by Purchaser at Closing, or (iii) Purchaser may waive such objections and consummate the transaction contemplated herein without reduction of the Purchase Price.

d. Within thirty (30) days after the Contract Date, Seller shall also obtain a current survey of the Property (the “**Survey**”) prepared by an Illinois licensed surveyor in accordance with 2016 ALTA surveying standards and setting forth the area of the Property in acres (rounded to the nearest 1/100th of an acre) and square feet. The surveyor’s certificate shall be certified to Purchaser, the Title Company and any other party Purchaser reasonably desires.

6. Closing and Possession.

a. The closing of the transaction contemplated hereby (the “**Closing**”) shall be conducted by Escrowee as an escrow closing. The date of Closing (the “**Closing Date**”) shall be forty-five (45) days after expiration or waiver of the Feasibility Period, as may be extended.

b. At the Closing, Seller shall deliver (i) possession of the Property free and clear of any tenants, occupants and/or rights of possession, (ii) to Purchaser (or the Title Company, as appropriate) the following documents:

1. a duly executed and acknowledged special warranty deed conveying to Purchaser (or its designee or nominee) insurable, fee simple title to the Property (the “**Deed**”);
2. the Title Policy;
3. a FIRPTA affidavit executed by Seller;
4. a Closing Statement;
5. an easement agreement (the “**Easement Agreement**”) in form and substance reasonably acceptable to Purchaser and Seller, which Easement Agreement shall include perpetual easements for ingress and egress to existing railway spur tracts and to and from Kankakee River Drive, as well as any other easements that the parties deem to be agreeable and necessary;
6. Such evidence as is reasonably requirement by the Title Company evidencing the authority of Seller and those individuals acting on behalf of Seller to enter into this Agreement and consummate the transaction contemplated herein;
7. An executed counterpart of the Tax Escrow Agreement (as hereinafter defined); and
8. such other documents as may be reasonably required to consummate the transaction contemplated herein in accordance with the provisions of this Agreement (including, without limitation, an ALTA owner’s statement, county, state and city transfer declarations, and a GAP personal undertaking).

c. At the Closing, Purchaser shall deliver to Seller (or to the Title Company, as appropriate) the following:

1. the balance of the Purchase Price after application of the Earnest Money (plus or minus prorations);
2. An executed counterpart of the Easement Agreement;
3. An executed counterpart of the Tax Escrow Agreement; and
4. such other documents as may be reasonably required to consummate the transaction contemplated herein in accordance with the obligations with the provisions of this Agreement.

d. The Closing shall be consummated through an escrow pursuant to written instructions consistent with the provisions of this Agreement.

7. **Prorations and Closing Costs.** The Seller shall pay the following costs in connection with the Closing: (i) state, and county documentary stamps, (ii) the cost of recording any corrective instrument or any satisfaction or release of lien or mortgage pertaining to the Seller, (iii) the cost of the Commitment and the Title Policy including extended coverage, (iv) Survey, and (v) [REDACTED] of the escrow cost.

The Purchaser shall pay (i) the cost of recording any mortgage and any other security instrument relating to such loan or financing, (ii) the cost of recording the Deed, (iii) [REDACTED] of the escrow cost, and (iv) the cost of any title endorsements, other than extended coverage.

At Closing, Seller agrees to pay any unpaid real estate taxes applicable to the Property and shall further cause to be deposited with Escrowee, pursuant to an escrow agreement between Purchaser, Seller and Escrowee (the "**Tax Escrow Agreement**"), a reasonable estimate of real estate taxes applicable to the Property accruing prior to the Closing Date and remaining unpaid based upon the most recent ascertainable real estate taxes. Upon issuance of the tax bill for the applicable tax year, real estate taxes for such year shall be prorated based upon such tax bill and paid by the Escrowee. To the extent that the amount escrowed applicable to the Property for a tax year is insufficient, Seller shall pay the difference prior to delinquency. To the extent to the amount so escrowed is in excess of that required for the payment of such taxes, Seller shall be entitled to a refund of the difference. If any bill for real estate taxes relating to the Property also relates to other property, the portion thereof applicable to the Property shall be determined by comparing the acreage of the portion of the Property covered by such bill with the total acreage covered by such bill. The provisions of this Section 7 shall survive the Closing.

8. **Brokerage.** Seller and Purchaser represent and warrant, each to the other than other than CBRE, Inc., as agent for Purchaser, and John Greene Commercial, as agent for Seller, to both of which Seller shall pay a commission at closing per separate agreement, neither has contacted, consulted, or become in any way connected with any broker, finder, or other such party in connection with this Agreement or the sale contemplated herein. Seller and Purchaser shall each respectively, defend, indemnify, and hold harmless the other, against any and all claims of brokers, finders, or the like, and against the claims of all parties asserting the right to a commission or similar fee through the acts of the other, in connection with this Agreement. Each party's indemnity obligation shall include all damages, losses, costs, liabilities, and expenses, including reasonable attorney's fees, which may be incurred by the other in connection with all the matters against which the other is indemnified hereunder. The provisions of this paragraph shall survive the Closing or termination of this Agreement.

9. **Representations and Warranties; Covenants.**

Seller represents and warrants, and covenants with Purchaser, with the understanding that each such representation, warranty and covenant (i) is material and being relied upon by the

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Purchaser, (ii) is made as an inducement to Purchaser to enter into this Agreement and consummate the transaction contemplated hereby, (iii) is true in all respects as of the date of this Agreement, and (iv) shall be true in all respects on the Closing Date, that::

a. There is no action, suit or proceeding pending or threatened against Seller or the Property, nor are any outstanding judgments, arbitration awards, decrees, or orders of any kind pending against Seller or the Property.

b. Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said Section.

c. All information delivered or to be delivered to Purchaser by Seller as required by this Agreement shall to the best of Seller's knowledge be true, accurate and correct, and no such information contains or will contain any untrue statement of material fact or omit or will omit a material fact necessary to make the statement of fact recited therein not misleading.

d. Seller has not received any notices of violation from any state, municipal or county governmental or agency relating to the Property.

e. To the best of Seller's knowledge, there are no violations of Environmental Laws related to the Property with respect to the presence or release of Hazardous Materials on or from the Property. The term "**Environmental Laws**" includes without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act ("**CERCLA**") and other federal laws governing Hazardous Materials as in effect on the Contract Date, together with their implementing regulations and guidelines as of the Contract Date, and all state and local laws, regulations and ordinances that regulate Hazardous Materials in effect as of the Contract Date. "**Hazardous Materials**" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any applicable law, as currently in effect as of the Contact Date (ii) petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) friable asbestos, (vi) flammable explosives, (vii) infectious materials or (viii) radioactive materials.

f. Seller owns fee simple title to the Property and has full capacity, right, power and authority to execute and deliver this Agreement and at Closing, Seller will have full capacity, right, power, and authority to perform this Agreement and all documents to be executed by Seller pursuant hereto. The individual signing this Agreement on behalf of Seller has full authority to sign this Agreement as a binding transaction on the Seller and the Property. This Agreement and all documents to be executed pursuant hereto by Seller are and shall be binding upon and enforceable against Seller in accordance with their respective terms.

g. While this Agreement is in effect and prior to the Closing, Seller will not convey, transfer or encumber the Property or any part thereof or any interest therein. Seller shall not initiate, entertain or conduct any further or new, and shall immediately cease any existing, negotiations or discussions as to the sale of the Property with any other person or entity other than

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Purchaser.

h. There exist no leases, occupancy or use agreements or license agreements or management, maintenance, operating, service, commission or similar contracts affecting the Property that will survive Closing, and Seller shall deliver to Purchaser the Property at Closing free and clear of all tenants, licensees, occupants, possessors or users of the Property.

The representations and warranties contained in this Agreement shall survive the Closing for a period of twelve (12) months.

10. **Default.**

a. If the Closing does not occur solely due to a default on the part of Purchaser, then Seller shall be entitled, as its sole and exclusive remedy, to receipt of the Earnest Money as liquidated damages, it being otherwise difficult or impossible to estimate Seller's actual damages, and this Agreement shall terminate and be of no further force or effect except for those obligations contained in this Agreement which expressly survive a termination hereof. Seller hereby waives any right to specific performance, injunctive relief or other relief to cause Purchaser to perform its obligations under this Agreement, and Seller hereby waives any right to damages in excess of said liquidated damages occasioned by Purchaser's breach of this Agreement. Seller and Purchaser acknowledge that it is impossible to estimate or determine the actual damages Seller would suffer because of Purchaser's breach hereof, but that the liquidated damages provided herein represent a reasonable estimate of such actual damages and Seller and Purchaser therefore intend to provide for liquidated damages as herein provided, and that the agreed upon liquidated damages are not punitive or penalties and are just, fair and reasonable. Seller's right to receive the specified liquidated damages is in lieu of any other right or remedy, all other rights and remedies being waived by Seller.

b. If Seller shall fail to fulfill any agreement or obligation contained herein, if any representation or warranty made by Seller herein shall be untrue, or if the Closing does not occur solely due to a default on the part of Seller, then Purchaser shall be entitled, as its only remedies hereunder, to either: (i) close the transaction contemplated by this Agreement, thereby waiving such default, or (ii) terminate this Agreement and (y) receive a return of the full amount of the Earnest Money, and (z) receive reimbursement from Seller of the amount of Purchaser's reasonable out-of-pocket due diligence and pursuit costs in connection with the transaction contemplated in this Agreement ("**Purchaser's Pursuit Costs**") incurred through the date of such termination based upon third party invoices or payments made by Purchaser not to exceed [REDACTED] such reimbursement to be made to Purchaser by Seller within five (5) Business Days after Purchaser submits to Seller invoices, receipts, or other proof of payment evidencing Purchaser's Pursuit Costs, and upon such return and reimbursement, this Agreement shall terminate and be null and void and of no further force or effect, and neither Purchaser nor Seller shall have any further rights, duties, liabilities or obligations to the other by reason hereof except for the matters that expressly survive termination of this Agreement, or (iii) seek specific performance of this Agreement and of Seller's obligations, duties and covenants hereunder; provided, however, if the remedy of specific performance is not available because Seller has sold

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or encumbered the Property after the Contract Date, then Purchaser shall have the right to sue Seller for the damages suffered because of Seller's default.

c. No party shall be in default of this Agreement, nor shall any party have the right to exercise any remedy available to it under this Agreement or under law, until after the service on the non-performing party of written notice of said default and the expiration of ten (10) days from said written notice.

11. **Notices.** All notices permitted or required pursuant to this Agreement shall be in writing and shall be deemed to have been served when sent by Federal Express or other nationally recognized overnight express courier, or via email, and addressed to the parties to whom such notices are intended as set forth below:

If to the Purchaser: Walrus CC, LLC
1750 Corporate Drive
Suite 740
Norcross, Georgia 30093
Attention: Don Schoenl and George Bene
Email: don@agilecoldstorage.com and
george.bene@agilecoldstorage.com

with copies to: David Apseloff
5275 Mount Vernon Way
Dunwoody, Georgia 30338
Email: david.apseloff@agilecoldstorage.com

Holt Ney Zatcoff & Wasserman, LLP
100 Galleria Parkway
Suite 1800
Atlanta, Georgia 30339
Attention: Derek J. Krebs, Esq.
Email: dkrebs@hznw.com

If to the Seller: c/o Avgeris and Associates, Inc.
2500 South Highland Avenue
Suite 103
Lombard, Illinois 60148
Attn: Stewart W. Mills
Email: stewart@avgerisinc.com

with copies to: Ash, Anos, Freedman & Logan, L.L.C.
95 Revere Drive
Unit G
Northbrook, Illinois 60062
Attn: Lawrence M. Freedman

Email: lmfreedman@aflaw.com

Any notice, demand, or request which shall be served upon any of the parties in the manner aforesaid shall be deemed sufficiently given for all purposes hereunder (i) on the day such notices, demands or requests are deposited with FedEx or similar national overnight delivery service in accordance with the preceding portion of this Section 11; or (ii) on the day such notices demands or request are emailed to the addresses set forth herein, provided a follow up copy is sent the same day by FedEx or similar national overnight delivery service. Any party hereto shall have the right from time to time to designate by written notice to the others such other person or persons and at such other places in the United States as such party desires written notices, demands, or requests to be delivered or sent in accordance herewith; provided, however, at no time shall either party be required to send more than an original and two (2) copies of any such notice, demand or request required or permitted hereunder. Anything contained in this Section 11 to the contrary notwithstanding, all notices from Seller and Purchaser may be executed and sent by their respective counsel.

12. **Miscellaneous.**

a. The paragraph headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language thereof.

b. All previous negotiations and agreements between the parties hereto, with respect to the transaction set forth herein, are merged in this instrument which alone fully and completely expresses the parties' rights and obligations. This Agreement is the entire agreement between the parties hereto with respect to the Property and supersedes any and all other prior agreements and understandings, whether written or oral, formal or informal.

c. In the event that any term or provision of this Agreement shall be held illegal, invalid or unenforceable as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

d. In the event of a dispute between the parties hereto with respect to the enforcement of either party's obligations contained herein, the prevailing party shall be entitled to reimbursement of reasonable attorney's fees, costs, and expenses incurred in connection therewith.

e. The provisions hereof shall inure to the benefit of, and shall be binding upon, the heirs, executors, administrators, successors and assigns of the respective parties. Purchaser may at Closing, assign all of its rights hereunder to an affiliate of Purchaser provided no such assignment shall relieve Purchaser of its obligations.

f. In the event that either party desires to effectuate the transaction contemplated by this Agreement as a tax-free exchange, then upon request made by the exchanger party, the other party shall cooperate fully with the exchanger party in effectuating such tax-free exchange, such cooperation to include, without limitation, executing and delivering all documents and instruments

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necessary, for such purpose, provided that the exchanger party shall reimburse the non-exchangor party for any costs or expenses incurred by the non-exchangor party in connection with such cooperation and provided, further, that any such documents and instruments shall be non-recourse to the non-exchangor party. The foregoing notwithstanding, the following shall govern any such exchange contemplated herein: (i) the ability of a party to effect an exchange shall not be a condition precedent to that party's obligations under this Agreement, (ii) an exchange being effected by a party shall not result in any additional cost (other than a nominal cost) to the other party; (iii) neither party shall be obligated to take title to any other real property in order to effect such an exchange for the other party; (iv) no exchange shall delay the Closing Date; and (v) any exchange being effected by a party shall be effected by means of that party's use of a qualified intermediary.

g. In the event a date of performance of either party under this Agreement falls on a holiday or a weekend, the date of such performance shall be automatically expended until the next business day. A "**business day**" shall mean any day when national banks located in Chicago, Illinois, are open for business.

h. This Agreement shall be governed by the laws of the State of Illinois.

13. **Counterparts; Faxed and E-Mail Signatures.** This Agreement may be executed in multiple counterparts all of which taken together shall constitute one executed original. For purposes of executing this Agreement, any signed document transmitted by facsimile machine or a PDF document transmitted by email transmission shall be considered as an original signature and shall be considered to have the same binding legal effect as an original document. At the request of any party, any document transmitted by facsimile or email shall be re-executed by the applicable parties in an original form, it being agreed that the failure by any part to so re-execute such document shall not affect the binding legal effect of such document.

14. **As-Is.** Except as expressly set forth in this Agreement or in any Seller closing documents (collectively, the "**Seller Representations**"), it is understood and agreed that Seller is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Property. Purchaser acknowledges and agree that upon the Closing, Seller shall sell and convey to Purchaser, and Purchaser shall accept the Property "as-is, where-is, with all faults and defects," except for the Seller Representations.

15. **Eminent Domain.** If, prior to the Closing Date, there shall be any condemnation or eminent domain proceedings instituted, pending or threatened against any part of the Property, then Purchaser may elect to terminate this Agreement by written notice given to Seller and Escrowee within ten (10) days after Purchaser has received notice from Seller of such proceedings, which notice Seller agrees to give to Purchaser promptly upon receiving such information. Upon such notice to Seller and Escrowee, Escrowee shall return the Earnest Money to Purchaser, and upon such return, this Agreement shall terminate and be null and void and of no further force or effect, and neither Purchaser nor Seller shall have any further rights, duties, liabilities or obligations to the other by reason hereof except for those matters that specifically survive the termination. Failure of Purchaser to so notify Seller and Escrowee within said ten (10) days that

Purchaser has elected to terminate this Agreement, shall be deemed to mean that Purchaser has elected not to terminate this Agreement. If Purchaser does not so elect to terminate this Agreement, then the Closing shall take place as provided herein without abatement of the Purchase Price, and there shall be paid or assigned to Purchaser at Closing all interest of Seller in and to any condemnation awards with respect to the Property which have been or may be payable to Seller on account of such occurrence.

16. **Conditions Precedent to Closing.**

a. It shall be a condition precedent to Purchaser's obligation to close and consummate the transaction contemplated herein that, no later than the Closing, Purchaser shall have obtained all required permits and approvals necessary for Purchaser to develop the Property for Purchaser's intended use, including without limitation any necessary site plan and/or zoning approval or rezoning of the Property and a height variance of no less than 120 feet from the ground level for the development by the City of Wilmington, Will County and any other applicable governmental entities (collectively, "***All Required Approvals***"). Purchaser shall have obtained All Required Approvals, as the term is used herein, on the date that such approvals, rezoning and permits have been granted or issued (subject to the payments of all applicable fees with respect to the land disturbance permit and the building permit) by the applicable governmental entities, and any and all appeal periods as provided by law have expired without an appeal or suit with respect to such approvals and permits having been filed, or, if filed, with such suit or appeal dismissed or resolved finally and conclusively in favor of such approvals, and, at the expiration of such appeal periods, or at the conclusion of such appeal or suit, the approvals and permits shall not have been further changed or withdrawn by the appropriate officials of the City of Wilmington, Will County and any other applicable governmental entities. Purchaser agrees to apply for the All Required Approvals in a timely manner and to use commercially reasonable, good faith efforts to obtain All Required Approvals. Seller shall, at no cost or obligation to Seller, cooperate with Purchaser's attempts to obtain All Required Approvals, and Seller shall execute such documents as are reasonably necessary to obtain All Required Approvals, and Seller shall not publicly or privately oppose Purchaser's pursuit of All Required Approvals.

b. It shall be a condition precedent to Purchaser's obligation to close and consummate the transaction contemplated herein that no later than the Closing, the Title Company has irrevocably committed to issue and deliver the Title Policy dated as of the date and time of recordation of the Deed pursuant to a marked Commitment approved by Purchaser.

c. It shall be a condition precedent to Purchaser's obligation to close and consummate the transaction contemplated herein that at Closing, all of Seller's Representations set forth in this Agreement shall be true and correct, and Seller shall have performed all covenants which Seller is required to perform under this Agreement.

d. It shall be a condition precedent to Purchaser's obligation to close and consummate the transaction contemplated herein that as of the Closing Date, there shall be no material adverse change in the environmental condition of any of the Property that occurs after the end of the Feasibility Period that would (i) adversely affect Purchaser's use of the Property, (ii) cause

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Purchaser to incur any liabilities, clean-up costs, fines or attorneys' fees, (iii) create any environmental liens on the Property, (iv) cause the imposition of one or more adverse activity and use limitations pursuant to applicable environmental laws, or (v) give rise to any adverse third party claims or cause a delay in the start of construction of Purchaser's intended development on the Property.

e. It shall be a condition precedent to Closing that Purchaser shall have direct access to Kankakee River Drive via the access road running north of the Property through the Dupont Property, and that heavy road usage for industrial purposes shall be permitted on such access road.

f. If any of the foregoing conditions precedent set forth in the above Sections 16a, b, c, d or e have not been satisfied by Closing, then Purchaser shall have the right (i) to notify Seller and Escrowee that the applicable condition precedent has failed, whereupon Escrowee shall return to Purchaser the Earnest Money and thereafter this Agreement shall terminate and be null and void and of no further force and effect, and neither Purchaser nor Seller shall have any further rights, duties, liabilities or obligations to the other by reason hereof except for the matters that expressly survive termination of this Agreement; or (ii) to waive the applicable condition precedent and proceed to close the transaction in accordance with the terms and conditions of this Agreement. If Purchaser does not deliver notice pursuant to items (i) or (ii) in the foregoing sentence, then Purchaser shall be deemed to have elected to terminate this Agreement pursuant to item (i) of the foregoing sentence or as otherwise provided herein.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Contract Date.

PURCHASER:

Walrus CC, LLC, Delaware limited liability company

By: _____
Don Schoenl, President and CEO

SELLER:

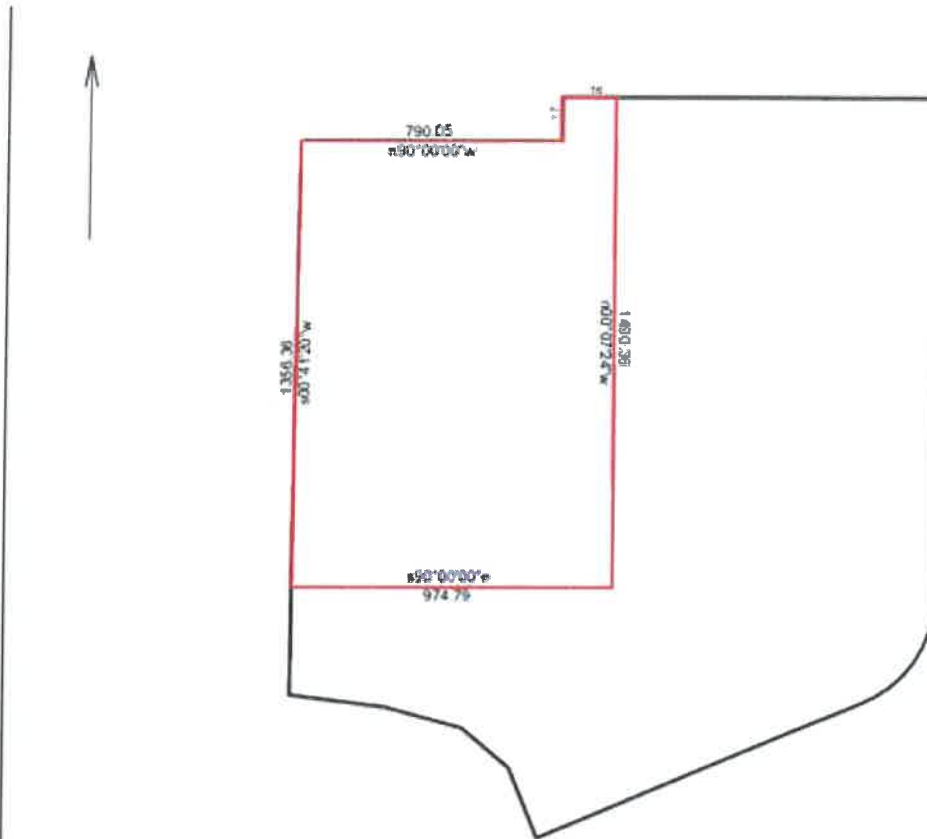
85 Wilmington, LLC, an Illinois limited liability company

By: 
Its: Manager

EXHIBIT A-1

Depiction and Description of Land (~30 acres)

PART OF NE ¼ AND PART OF SE ¼ OF SECTION 25 TOWNSHIP 33 N, RANGE 9 E OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS: COMMENCING AT NE CORNER OF W 590.00 FT OF NE ¼ OF SAID SECTION. THENCE S 00D 41M 20S ALONG E LINE OF W 590.00 FT OF SAID NE ¼ AND NE 1/4 , 1214.33 FT TO POB: THENCE S 00D 41M 20S W 1356.36 FT TO A POINT ON WESTERLY LINE OF PARCEL DESCRIBED AS 901 KANKAKEE RD, CALCULATED NOT DESCRIBED; THENCE S 90D 00M 00S E 974.79 FT TO A POINT ALONG THE CENTERLINE OF SAID PARCEL CALCULATED NOT DESCRIBED; THENCE N 00D 07M 24S W 1490.36 FT TO A POINT ALONG THE NORTHERLY LINE OF SAID PARCEL CALCULATED NOT DESCRIBED; THENCE S 90D 00M 00S W 165.20 FT ALONG SAID NORTHERLY LINE OF SAID PARCEL; THENCE S 00D 00M 00S W 134.20 ALONG NORTHERLY LINE OF SAID PARCEL; THENCE N 90D 00M 00S W TO POB. AREA 30.56 ACRES WITH A CLOSURE ERROR OF +/- 0.11 FT



EST. FOR PURCHASE (NOT OFFICIAL SURVEY)

Scale: 1 inch= 466 feet

File: 901 Kankakee River Rd 30 acre.ndp

Tract 1: 85.2610 Acres, Closure: n37.5901e 0.34 ft. (1/53751), Perimeter=7710 ft.

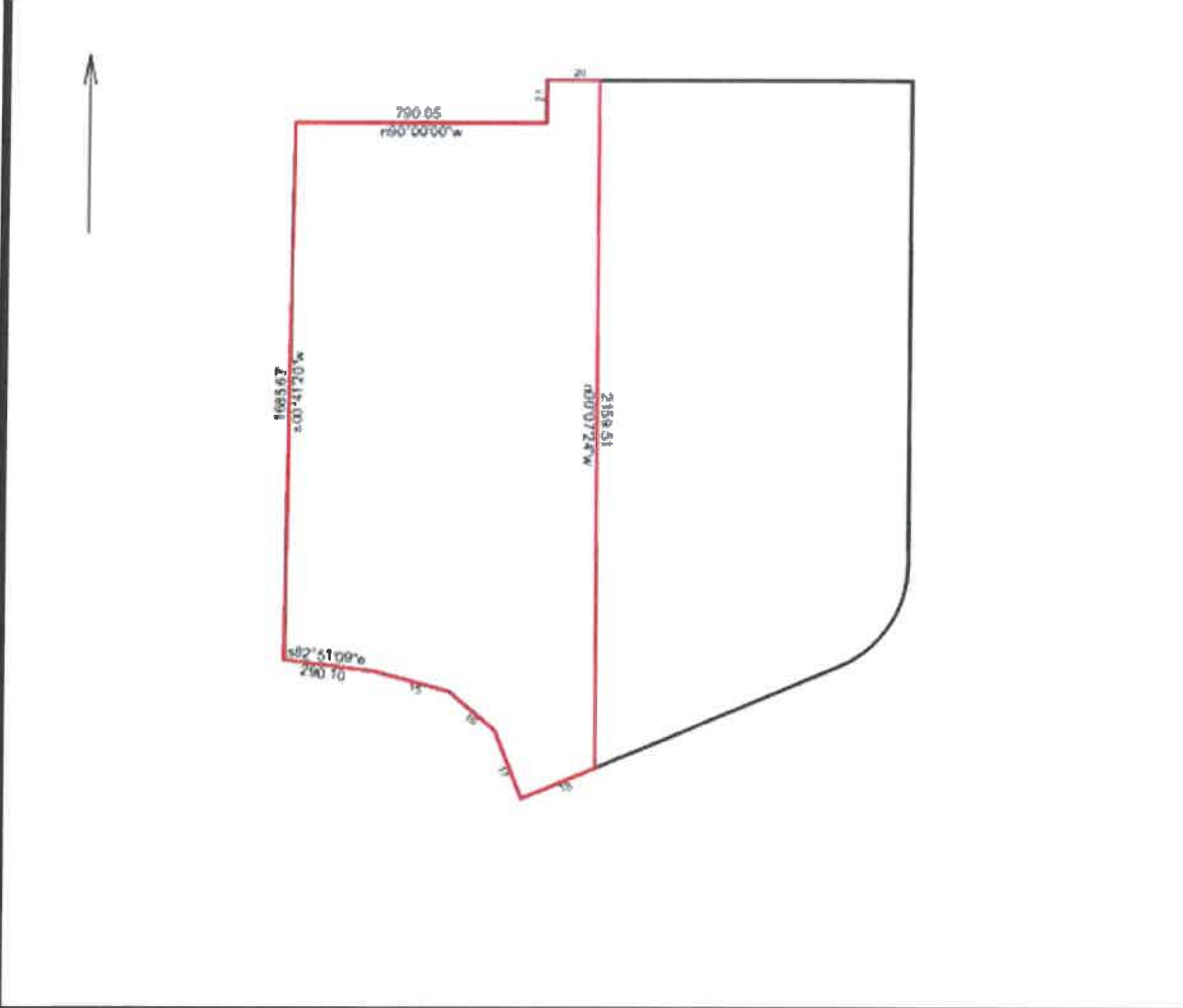
Tract 2: 30.5592 Acres, Closure: n12.5730w 0.11 ft. (1/45400), Perimeter=4911 ft.

01 s00.4120w 1685.67	14 s90.0000e 974.79
02 s82.5109e 290.10	15 n00.0724w 1490.36
03 s74.5044e 240.69	16 s90.0000w 165.20
04 s56.0443e 189.97	17 s00.0000w 134.20
05 s21.5644e 231.21	18 n90.0000w 790.05
06 n67.1400e 1060.00	
07 Lt, r=347.12, arc=425.00, chord=n34.5721e	
08 n00.0724w 1517.85	
09 n90.0000w 1144.76	
10 s00.0000w 134.20	
11 n90.0000w 790.05	
12 @0 Calculated Parcel for Purchase	
13 s00.4120w 1356.36	

EXHIBIT A-2

Depiction and Description of Land (~40 acres)

PART OF NE ¼ AND PART OF SE ¼ OF SECTION 25 TOWNSHIP 33 N, RANGE 9 E OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS: COMMENCING AT NE CORNER OF W 590.00 FT OF NE ¼ OF SAID SECTION. THENCE S 00D 41M 20S ALONG E LINE OF W 590.00 FT OF SAID NE ¼ AND NE 1/4 , 1214.33 FT TO POB: THENCE S 00D 41M 20S W 1685.67 FT TO POINT ON CENTERLINE OF "FORKED CREEK"; THENCE S 82D 51M 09S E 290.10 FT ALONG CENTERLINE OF SAID CREEK; THENCE S 74D 50M 44S E 240.69 FT ALONG CENTERLINE OF SAID CREEK; THENCE S 50D 04M 43S E 189.97 FT ALONG CENTERLINE OF SAID CREEK; THENCE S 21D 56M 44S E 231.21 FT ALONG CENTERLINE OF SAID CREEK TO NORTHLY R.O.W. LINE OF IL RTE 53 PER DOC# 905.67 & 341279; THENCE N 67D 14M 00S E 247.20 FT ALONG SAID NORTHLY R.O.W LINE TO A POINT CALCULATED NOT DESCRIBED; THENCE N 00D 07M 24S W 2159.51 FT ALONG CENTLINE OF PARCEL DESCRIBED AS 901 KANKAKEE RD TO A POINT ALONG THE NORTHERLY LINE OF SAID PARCEL CALCULATED NOT DESCRIBED; THENCE S 90D 00M 00S W 165.20 FT ALONG SAID NORTHERLY LINE OF SAID PARCEL; THENCE S 00D 00M 00S W 134.20 ALONG NORTHERLY LINE OF SAID PARCEL; THENCE N 90D 00M 00S W TO POB. AREA 41.64 ACRES WITH A CLOSURE ERROR OF +/- 0.05 FT



EST. FOR PURCHASE (NOT OFFICIAL SURVEY) 8/30/2021

Scale: 1 inch= 466 feet File: 901 Kankakee River Rd. Agile Purchase Split.ndp

Tract 1: 85.3610 Acres, Closure: n37.5901e 0.14 ft. (1/53751), Perimeter=7710 ft.
 Tract 2: 41.6379 Acres, Closure: s51.0852w 0.05 ft. (1/112913), Perimeter=6134 ft.

01 s00.4120w 1685.67	16 s50.0443e 189.97
02 s82.5109e 290.10	17 s21.5644e 231.21
03 s74.5044e 240.69	18 n67.1400e 247.20
04 s50.0443e 199.97	19 n00.0724w 2159.51
05 s21.5644e 231.21	20 s90.0000w 165.20
06 n67.1400e 1060.00	21 s00.0000w 134.20
07 LL, r=347.12, arc=425.00, chord=n34.5721e	22 n90.0000w 790.05
08 n00.0724w 1517.85	
09 n90.0000w 1144.76	
10 s00.0000w 134.20	
11 n90.0000w 790.05	
12 @0 Calculated Parcel for Purchase	
13 s00.4120w 1685.67	
14 s82.5109e 290.10	
15 s74.5044e 240.69	



**Walrus Cold Storage
Wilmington, Illinois
Height Variance Justification Report
January 13, 2022**

1. Professional Qualifications:
 - a. Lance B. Landgraf, Jr., P.P., AICP
 - b. Bachelor's Degree Urban/Regional Planning(1986), Bloomsburg University, PA
 - c. Licensed New Jersey Professional Planner since 1991 and American Institute of Certified Planners (AICP) since 1995
 - d. 34 years of Planning experience
 - e. Qualified as an expert in Land Use and Planning in communities within Atlantic, Cape May, Cumberland, Salem, Ocean, Camden, Gloucester, Burlington, Monmouth, Mercer and Somerset Counties in New Jersey, as well as several communities in Southeastern PA.
 - f. Also qualified as an expert in NJ State Superior Court on multiple occasions.
 - g. Served as city/planning board planner for Mullica Twp, (19 yrs.), Brigantine (25 yrs. and counting).
 - h. Currently the Director of Planning and Development at the NJ Casino Reinvestment Development Authority (NJCRDA)
 - i. Prepared Master Plans and Land Use regulations for City of Brigantine, Mullica Twp.
 - j. Prepared and coordinated the Master Plan update and Land Use regulations for the NJCRDA Tourism District in the City of Atlantic City.
2. Applicant requests permission to extend a portion of the proposed cold storage warehouse facility above the permitted building height limit of 100 feet. The ASRS portion of the warehouse is proposed at a height of 125 feet from the average grade elevation on the site.
3. It is my understanding that in order to obtain the relief required to exceed the 100 foot limit the applicant must show proofs as follows:
 - a. Reasons that strict enforcement of the code would involve practical difficulties or impose exceptional hardship;
 - b. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the particular district or zone;
 - c. The plight of the owner is due to unique circumstances;
 - d. The variation, if granted, will not alter the essential character of the locality.
4. Imposition of Practical Difficulties and yielding a reasonable return:
 - a. It is our opinion that the requested additional height will advance the purposes of the Light Industrial zone in which the site is located. The added height for the

Lance B. Landgraf, Jr., P.P., AICP

• 9 South Harvard Avenue, Ventnor City, New Jersey 08406 • Phone 609-432-9024 •

lblandgraf@gmail.com

ASRS portion of the structure will allow a significantly more efficient operation to occur in the structure. The proposed height is consistent with contemporary cold storage warehouse construction standards allowing newer technology that reduces the structures footprint and increases the energy efficiency of the operation. By allowing the added building height the new technology reduces electrical energy use used to cool the structure, allows for more efficient operation of the facility itself.

- b. We believe that the purposes of the zone would be advanced by the deviation from the height requirements and the benefits of the deviation would substantially outweigh any detriment should a variance to allow departure from regulations be granted.
- c. With respect to the specific building height requirement, these factors result in an industry standard for the interior roof height of New Class A Cold Storage Industrial Warehouse that can accommodate a 112 foot clearance inside the structure.
- d. With the interior ceiling height of 112 feet, an additional 10 feet of height is required for the roof slope, truss depth, roof material and parapets.
- e. All of these requirements yield a total building height from grade of 125 feet.
- f. Having to limit the height to 100 feet would not allow the owner to compete with other facilities using the latest crane and stacking operations. The proposed operation anticipates using cutting edge technology that allows for more efficient operations and reduced cooling costs.

5. The plight of the owner is due to unique circumstances;

- a. The overall facility will encompass over 313,000 square of area. Approximately one third of the structure is proposed for the extended height of 125 feet. 113,020 square feet will be designed as the freezer portion of the building. The remaining portion of the building, over 200,000 square feet will range in heights from 30 to 70 feet in height, well below the maximum permitted building height.
- b. The uniqueness of the new design of the racking and crane systems proposed to make this facility a state-of-the-art facility requires that the structure extend above the districts height limits. The state-of-the-art facility will operate more efficiently, reduce energy use including electricity and provide the ability to operation on the site within the building setback requirements outlined in zoning code.
- c. The following unique items can be achieved with the use of the taller freezer structure:
 - i. ~40% less energy to cool a tall cubic building vs a large sq ft
 - ii. Using Freon refrigeration equipment air cooled to reduce water consumption
 - iii. Protect the natural landscape (trees and open land area)
 - iv. Increasing the natural ability for the ground to absorb water and run off

- v. Sustainability approach to Freezer cold storage
- vi. Less energy usage
- vii. Minimal lighting (no human in ASRS)
- viii. Less energy loss through walls and roof
- ix. Smaller carbon footprint denser storage

6. The variation, if granted, will not alter the essential character of the locality.

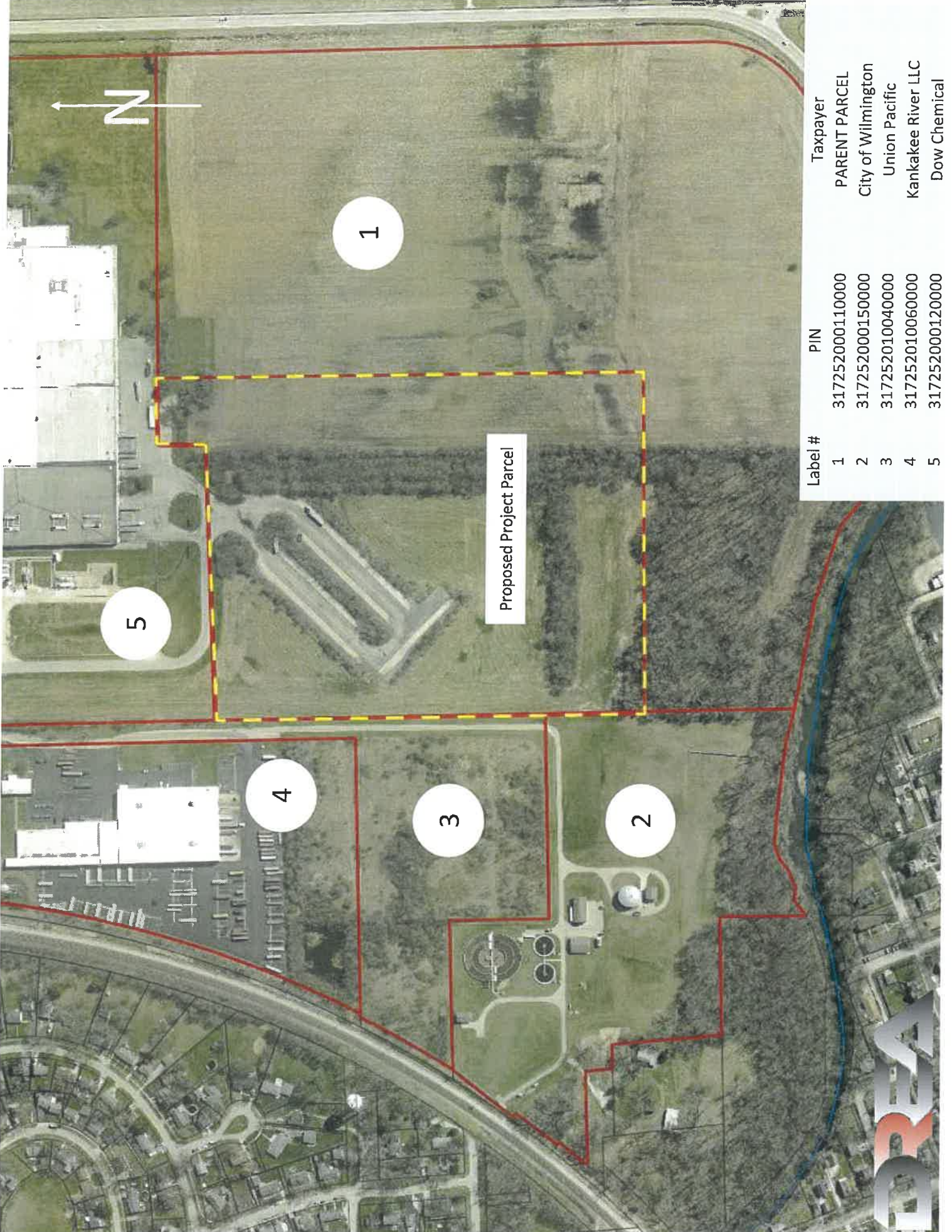
- a. The site is located in an industrial area with many similar uses as the cold storage warehouse and the use is permitted in the district.
- b. The character of the existing locality is therefore industrial in nature, not residential or retail commercial. There are limited users that are in this location for its aesthetics, this site was designated for intense industrial uses.
- c. While a portion of this structure will be the tallest warehouse facility in the area, there is a water tower that is approximately 158 feet in height near the site, approximately 33 feet taller than the proposed building height.
- d. Such relief can be granted without substantial detriment to the public good and will not substantially impair the intent and purpose of the zone plan and zoning ordinance.
 - i. The granting of these variances will not be a substantial detriment to the public good since the site is large enough to offset the building height with distance to the property lines
 - ii. The building setbacks will meet the "2-foot setback per foot of building elevation" requirements.
 - iii. Site is particularly suited to the proposed use in that:
 - a) Large existing vacant parcel;
 - b) Adjoining properties in the immediate surrounding area have been developed with similar large-scale warehouses.
 - c) Site is adequately sized to accommodate the proposed additional height.
- e. Site particularly suited for this use and the requested relief as an appropriate and efficient use of land due to the following factors:
 - i. The site is particularly suited for the added height of the structure due to its large size and the compatibility with adjacent and nearby uses.
 - ii. The site is located in a portion of the municipality near interstate highways and is an ideal location for a warehouse / distribution center.
 - iii. These factors make the site particularly suited for the proposed warehouse / distribution facility use.

7. The granting of the variance will not be a substantial detriment to the public good in that:
- a. The impact to surrounding properties will be limited;
 - b. Buffering and setbacks are met as required.
 - c. Building orientation so as to protect adjacent uses from any aesthetic or audible impacts
 - d. Site can be designed to comply with site design standards outlined by the site plan section of the municipal land use regulations with adequate buffering and layout.
 - e. Surrounding properties either exist or are developing with similar uses
 - f. The location allows the potential impact of the use to be contained within the site.

Respectfully submitted:

A handwritten signature in blue ink, appearing to read "Lance B. Landgraf, Jr.", written in a cursive style.

**Lance B. Landgraf, Jr., NJPP, AICP
President
L.B. Landgraf & Associates, LLC**



Label #	PIN	Taxpayer
1	317252000110000	PARENT PARCEL
2	317252000150000	City of Wilmington
3	317252010040000	Union Pacific
4	317252010060000	Kankakee River LLC
5	317252000120000	Dow Chemical

Boundary	PIN	Tax Payer	Contact	Title	Address	Contact #	Comments
Child	317252000120000	Dow Chemical	Martin "Marty" Howell	Paralegal	2211 HH Dow Way, Midland MI 48674	(989) 636-1000	Assigned agent; will connect with owner
Child	317252010060000	Kankakee River LLC	William J Strons	Attorney	3675 Darlene Ct. suite E Aurora , IL 60504	(630) 221-1755	Assigned Agent, will connect with owner
Child	317252010040000	Union Pacific	Colby Rinker	Property Management	436 W 25th Place Chicago, IL 60616	(402) 544-6041	Property Management for this region; direct contact
Child	317252000150000	City of Wilmington	Ryan Foster	Operations	1165 S Water St Wilmington, IL 60481	(815) 476-6732	City rep at facility, will connect with city legal.

NOTICE OF HEARING
SERVED ON PROPERTY OWNERS WITHIN
250 FEET OF SUBJECT PROPERTY

CITY OF WILMINGTON, IL PLANNING & ZONING COMMISSION

PLEASE TAKE NOTICE THAT a written application has been filed by Walrus CC, LLC (“Petitioner”) with the City of Wilmington, Illinois Zoning Administrator.

Petitioner is the contract purchaser of property located at Southwest corner of Route 53 and Kankakee River Drive, Wilmington, Illinois, designated as part of pin# 03-I7-25-0II-0000 (the “Property”).

The Property is located in the I-2 - Industrial Zoning District.

Petitioner is seeking to use the Property for a cold-storage warehouse facility. In connection therewith, the Petitioner requires the following “D” variances:

<u>Ordinance Section</u>	<u>Description of Requested Relief</u>
Chapter 150.64(D)5	To allow a building height of 125 feet above average grade, where 100 feet is the maximum permitted under conditional use permit.

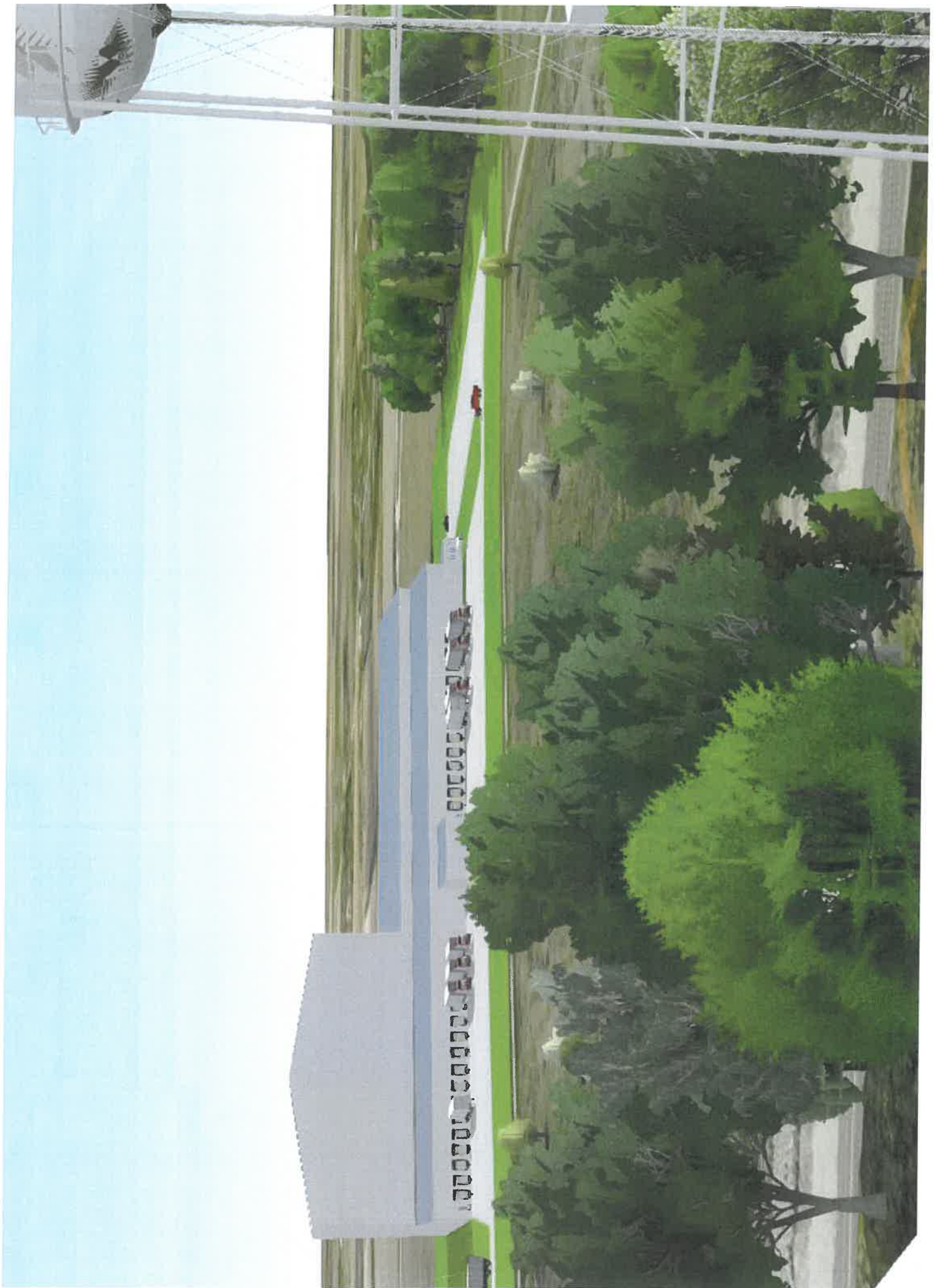
The Applicant will apply for any other variances, waivers, interpretations or development approvals as may be required for the above-referenced development.

A public hearing in this matter has been scheduled for Thursday, _____ at 7:00 p.m. at 1165 S. Water Street, Wilmington, Illinois. The public hearing will be held in-person.

All papers are on file with the City Administrator and are available for public inspection during regular business hours.

You are hereby receiving this notice of the proposed action as a property owner within 250 feet of the subject Property. You may appear in person, by agent or attorney and present any testimony that you may have relevant to the granting of this application.







A COMPOSITE PHOTO / RENDERING FROM HWY IL-53 CURVE - LOOKING NORTH WEST TO THE PROPOSED PROJECT



B COMPOSITE PHOTO / RENDERING FROM E. KANKAKEE RD - LOOKING SOUTH EAST TO THE PROPOSED PROJECT



ARCHITECTURAL RENDERING PLAN 1
1" = 300'-0" A-200(A)-100



C RENDERING FROM NORTH WEST CORNER OF PROPERTY BOUNDARY

REV	DATE
L	2021.12.20
M	2022.01.14

ASU	DATE

WILLIAM A. LANGLEY, AIA ARCHITECT
IN CONSULTATION WITH
FISHER CONSTRUCTION GROUP, INC.

Designed By:	WAL
Checked By:	WAL
Project No:	21F151
Sheet Name:	E1
Sheet Title:	SITE 3D VIEWS

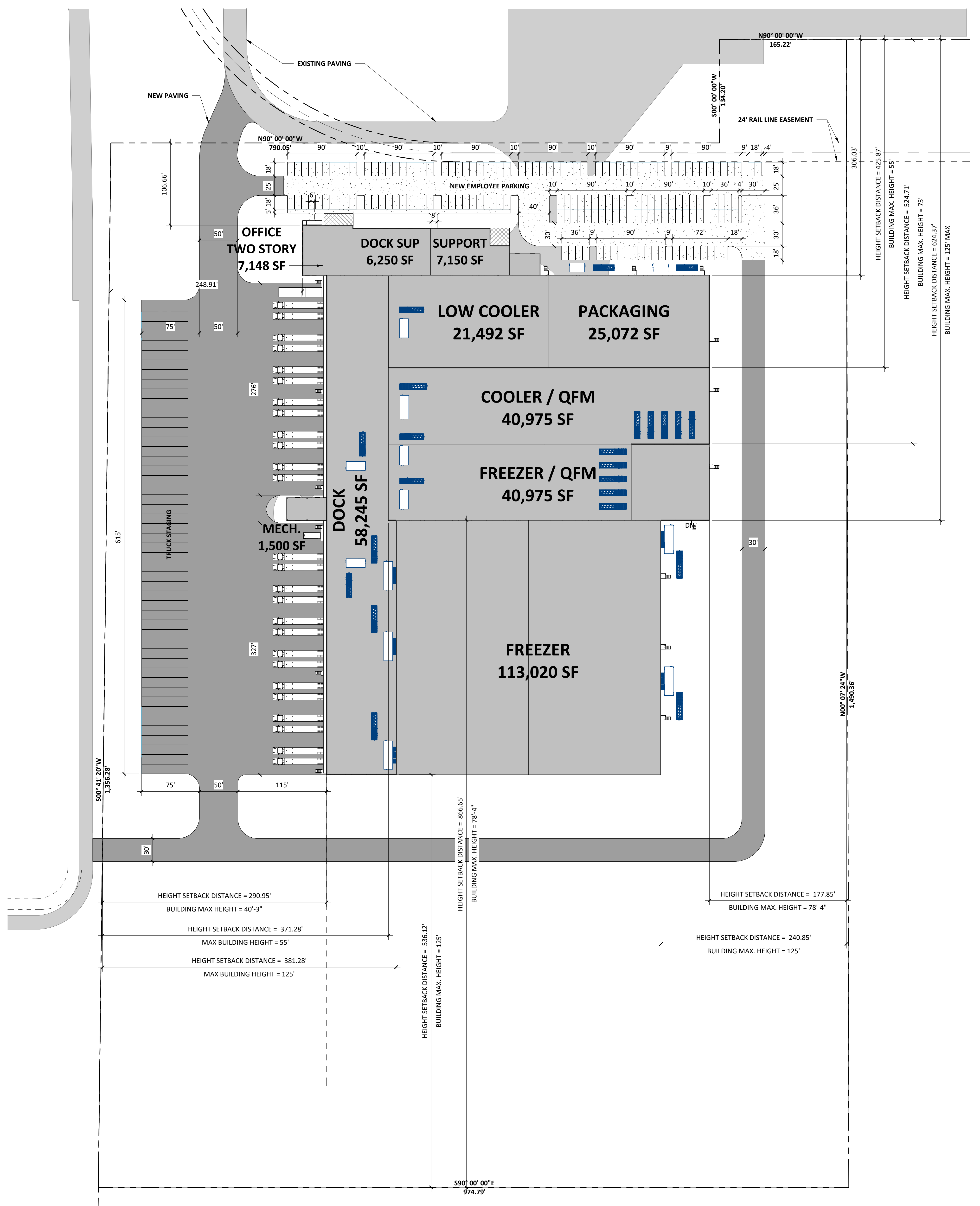
REV	DATE
L	2021.12.20
M	2022.01.14

ASI	DATE

WILLIAM A. LANGLEY, AIA ARCHITECT
IN CONSULTATION WITH
FISHER CONSTRUCTION GROUP, INC.

Designed By: WAL
Checked By: WAL
Project No: 21F151
Sheet Name: E1

Sheet Title:
ARCHITECTURAL SITE PLAN



BUILDING SETBACK DISTANCE REQUIREMENT						
No building shall exceed four stories or 45 feet in height. This height may be increased to a maximum of 100 feet as long as all yard setbacks are increased by a ratio of one foot for every two feet, or portion thereof, of increased building height over 45 feet, provided that no front yard setback exceed 150 feet and no side or rear yard exceed 75 feet.						
BUILDING HEIGHT	DISTANCE OVER 45'	ADDITIONAL SETBACK REQUIREMENT	FRONT YARD SETBACK	REAR YARD SETBACK	SIDE YARD SETBACK	
125.0'	80.0'	40.0' ADDITIONAL	40.0' + 40.0' = 80.0'	10.0' + 40.0' = 50.0'	10.0' + 40.0' = 50.0'	
78.3'	33.3'	17.0' ADDITIONAL	40.0' + 17.0' = 57.0'	10.0' + 17.0' = 27.0'	10.0' + 17.0' = 27.0'	
55.0'	10.0'	5.0' ADDITIONAL	40.0' + 5.0' = 45.0'	10.0' + 5.0' = 15.0'	10.0' + 5.0' = 15.0'	
BUILDING HEIGHT AND SETBACK DISTANCE						
ROOM NUMBER	BUILDING AREA	BUILDING HEIGHT	SETBACK DISTANCE NORTH	SETBACK DISTANCE EAST	SETBACK DISTANCE SOUTH	SETBACK DISTANCE WEST
100	ASRS FREEZER	125' MAX.	624.27'	240.82'	536.08'	381.25'
102	MECHANICAL PENTHOUSE	78.33' MAX.	524.71'	177.82'	866.65'	371.28'
101 & 103	FREEZER & COOLER	55' MAX.	425.71'	177.82'	< 900'	371.28'
105	LOW COOLER	40.25' MAX.	305.88'	177.82'	< 900'	290.92'
106 & 108	PROCESSING & DOCK	40.25' MAX.	305.88'	177.82'	< 900'	290.92'

REV	DATE
L	2021.12.20
M	2022.01.14

ASI	DATE

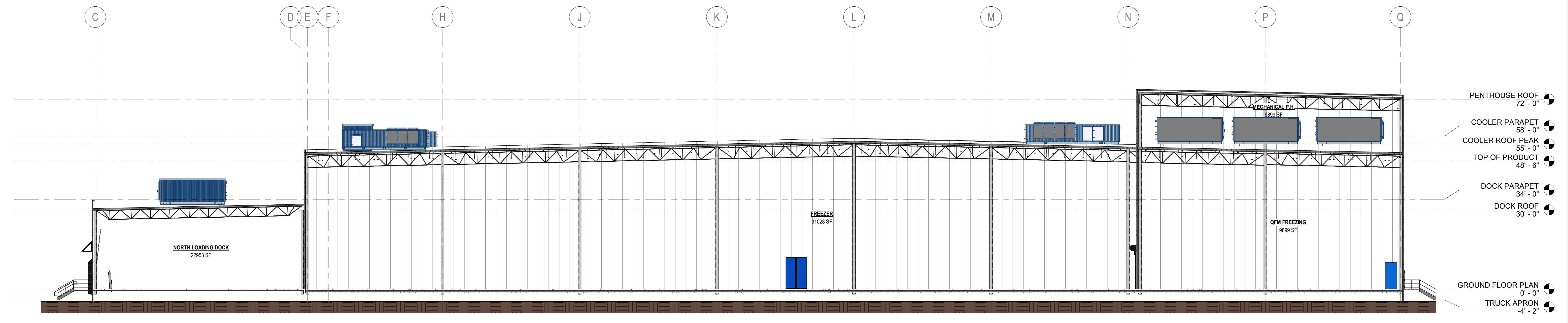
WILLIAM A. LANGLEY, AIA ARCHITECT
IN CONSULTATION WITH
FISHER CONSTRUCTION GROUP, INC.

Designed By:	WAL
Checked By:	WAL
Project No:	21F151
Sheet Size:	E1

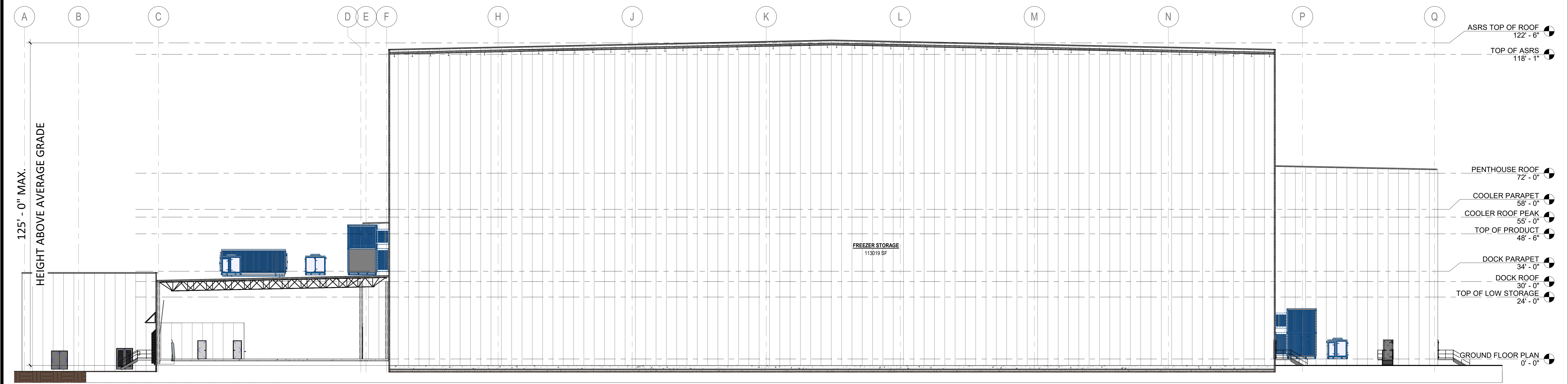
BUILDING SECTIONS

Sheet No:

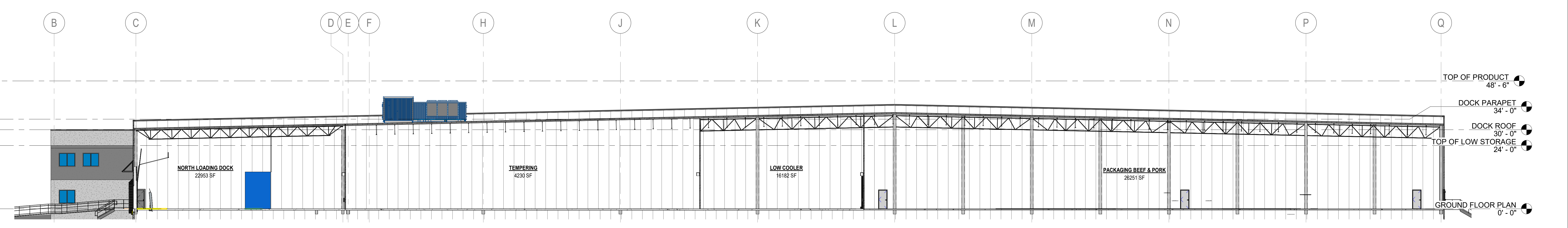
A-300



BUILDING SECTION - CONVENTIONAL STORAGE 1 1
1/16" = 1'-0" A-111(A-300)

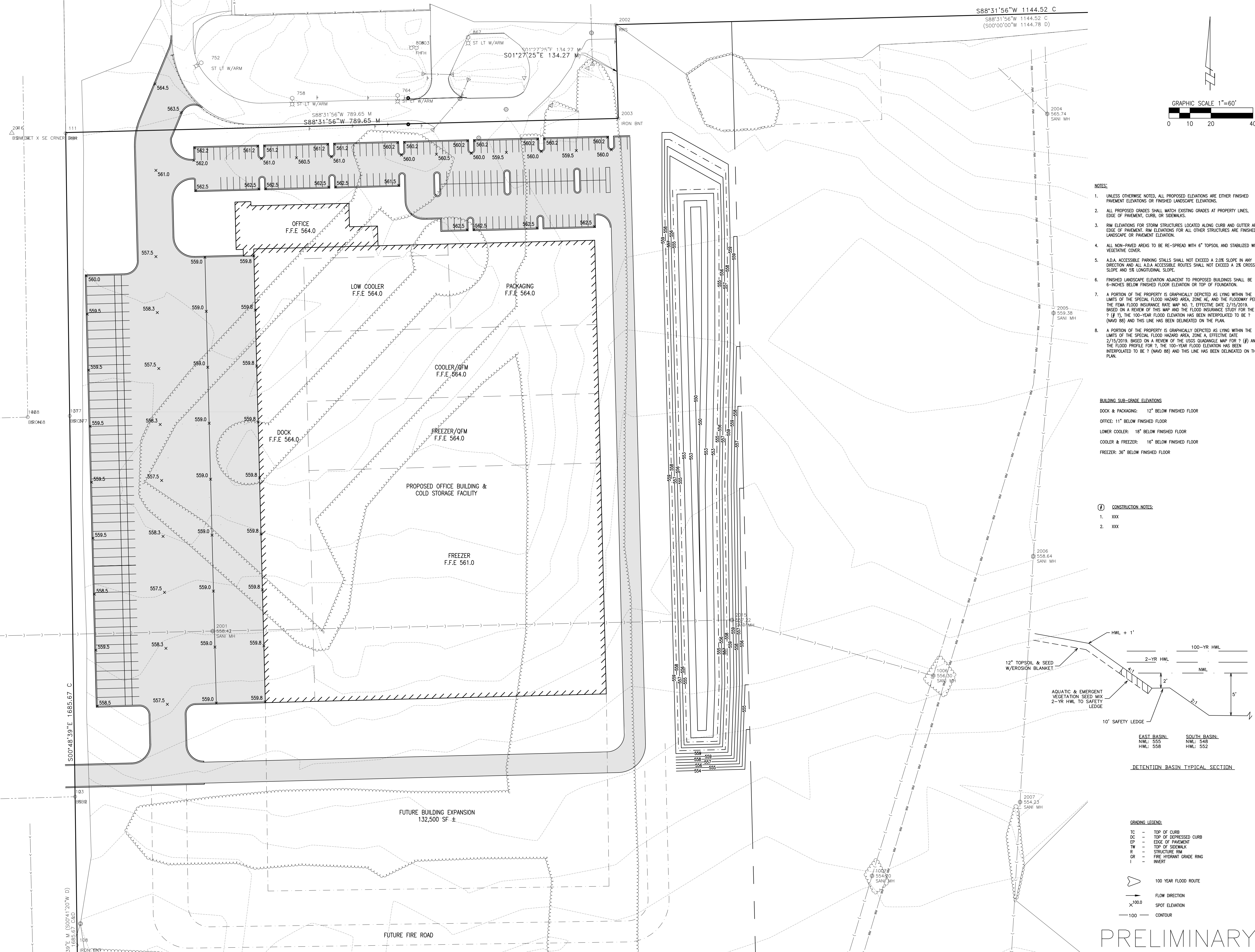


BUILDING SECTION - HIGH RISE STORAGE 1 2
1/16" = 1'-0" A-111(A-300)



BUILDING SECTION - PROCESSOR 1 3
1/16" = 1'-0" A-111(A-300)

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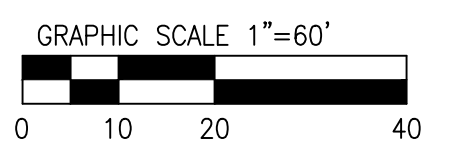
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 S88°31'56"W 1144.52 C
 (500'00'00"W 1144.78 D)

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S88°31'56"W 789.65 M

S00°48'39"E 1685.67 C

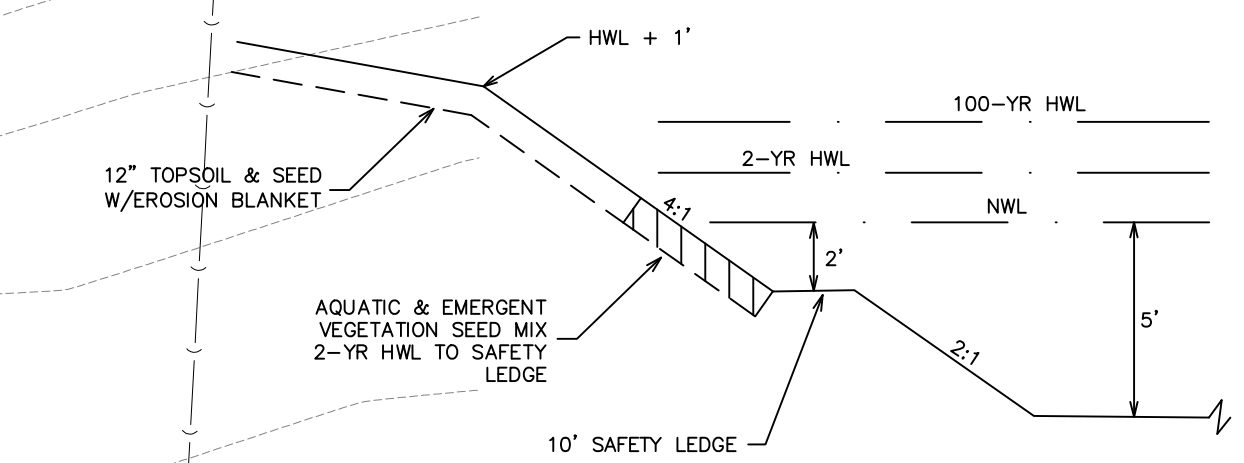
S00°41'20"W D
 1685.67 2.80



- NOTES:**
- UNLESS OTHERWISE NOTED, ALL PROPOSED ELEVATIONS ARE EITHER FINISHED PAVEMENT ELEVATIONS OR FINISHED LANDSCAPE ELEVATIONS.
 - ALL PROPOSED GRADES SHALL MATCH EXISTING GRADES AT PROPERTY LINES, EDGE OF PAVEMENT, CURB, OR SIDEWALKS.
 - RIM ELEVATIONS FOR STORM STRUCTURES LOCATED ALONG CURB AND GUTTER ARE EDGE OF PAVEMENT. RIM ELEVATIONS FOR ALL OTHER STRUCTURES ARE FINISHED LANDSCAPE OR PAVEMENT ELEVATION.
 - ALL NON-PAVED AREAS TO BE RE-SPREAD WITH 6" TOPSOIL AND STABILIZED WITH VEGETATIVE COVER.
 - A.D.A. ACCESSIBLE PARKING STALLS SHALL NOT EXCEED A 2.0% CROSS SLOPE IN ANY DIRECTION AND ALL A.D.A. ACCESSIBLE ROUTES SHALL NOT EXCEED A 2% CROSS SLOPE AND 5% LONGITUDINAL SLOPE.
 - FINISHED LANDSCAPE ELEVATION ADJACENT TO PROPOSED BUILDINGS SHALL BE 6-INCHES BELOW FINISHED FLOOR ELEVATION OR TOP OF FOUNDATION.
 - A PORTION OF THE PROPERTY IS GRAPHICALLY DEPICTED AS LYING WITHIN THE LIMITS OF THE SPECIAL FLOOD HAZARD AREA, ZONE AE, AND THE FLOODWAY PER THE FEMA FLOOD INSURANCE RATE MAP NO. 7, EFFECTIVE DATE 2/15/2019. BASED ON A REVIEW OF THIS MAP AND THE FLOOD INSURANCE STUDY FOR THE 7 (#) (%), THE 100-YEAR FLOOD ELEVATION HAS BEEN INTERPOLATED TO BE 7 (NAVD 88) AND THIS LINE HAS BEEN DELINEATED ON THE PLAN.
 - A PORTION OF THE PROPERTY IS GRAPHICALLY DEPICTED AS LYING WITHIN THE LIMITS OF THE SPECIAL FLOOD HAZARD AREA, ZONE A, EFFECTIVE DATE 2/15/2019. BASED ON A REVIEW OF THE USGS QUADRAKLE MAP FOR 7 (#) (%), THE 100-YEAR FLOOD ELEVATION HAS BEEN INTERPOLATED TO BE 7 (NAVD 88) AND THIS LINE HAS BEEN DELINEATED ON THE PLAN.

- BUILDING SUB-GRADE ELEVATIONS**
- DOCK & PACKAGING: 12" BELOW FINISHED FLOOR
 - OFFICE: 11" BELOW FINISHED FLOOR
 - LOWER COOLER: 18" BELOW FINISHED FLOOR
 - COOLER & FREEZER: 16" BELOW FINISHED FLOOR
 - FREEZER: 36" BELOW FINISHED FLOOR

- CONSTRUCTION NOTES:**
- XXX
 - XXX



EAST BASIN: NWL: 555, HWL: 558
 SOUTH BASIN: NWL: 548, HWL: 552

DETENTION BASIN TYPICAL SECTION

- GRADING LEGEND:**
- TC = TOP OF CURB
 - DC = TOP OF DEPRESSION CURB
 - EP = EDGE OF PAVEMENT
 - TW = TOP OF SIDEWALK
 - R = STRUCTURE RIM
 - FR = FIRE HYDRANT GRADE RING
 - I = INVERT

- 100 YEAR FLOOD ROUTE
- FLOW DIRECTION
- SPOT ELEVATION
- 100 CONTOUR

PRELIMINARY

DATE REV REVISION

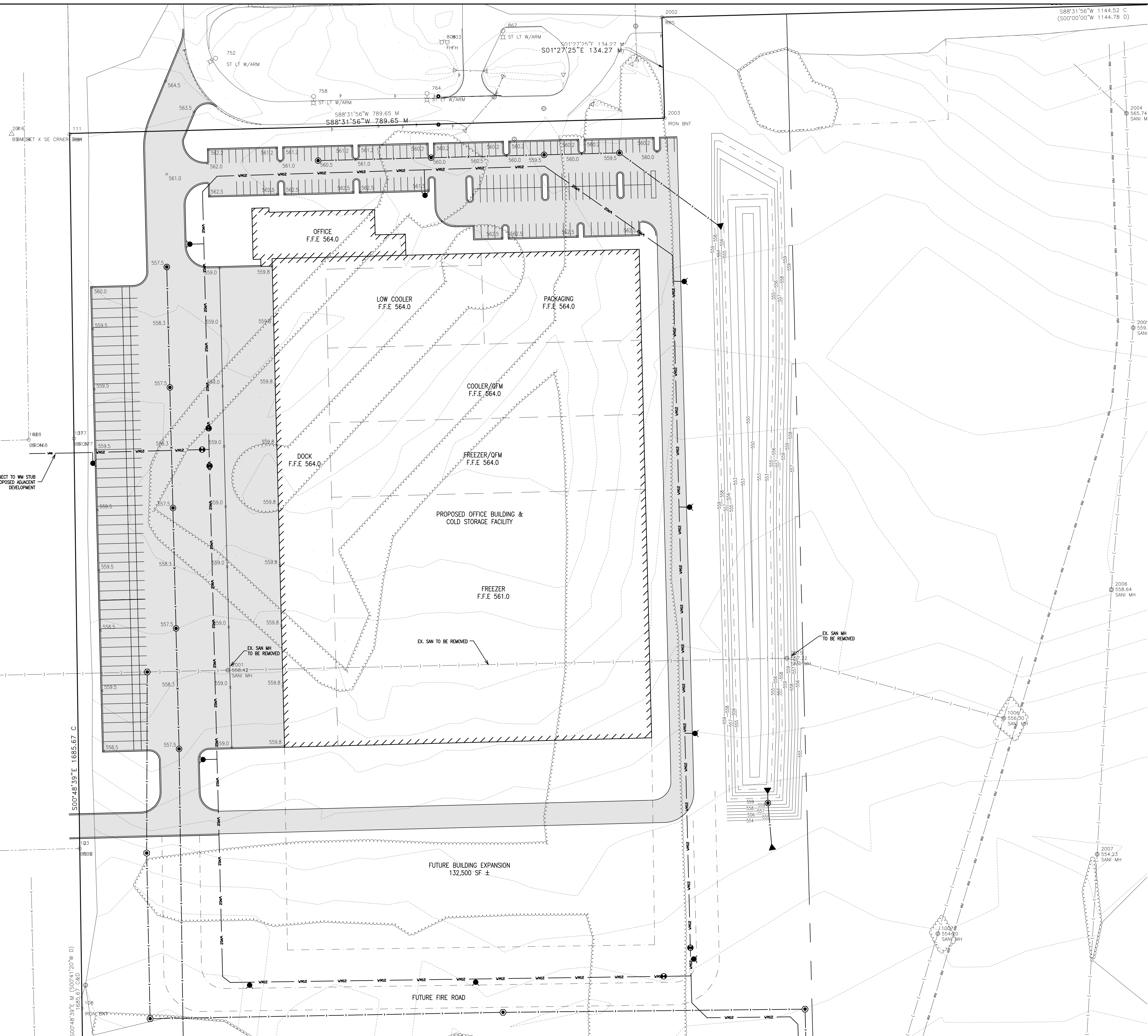
GRADING PLAN (NORTH)
 DRAWN BY: TC
 CHECKED BY: CP
 JOB#: 21128
 DATE: 11/15/2021

AGILE COLD STORAGE
 WILMINGTON, IL

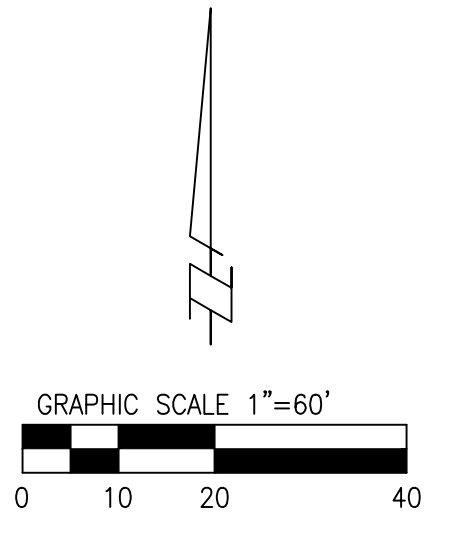
GEOTECH INC.
 CONSULTING ENGINEERS - LAND SURVEYORS
 1207 CEDARWOOD DRIVE CREST HILL, ILLINOIS 60403 815/730-1010

21128
 2

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S88°31'56"W 1144.52 C
 (500°00'00"W 1144.78 D)



NOTES:

- EXISTING UTILITIES HAVE BEEN SHOWN SCHEMATICALLY FOR REFERENCE BASED ON BEST AVAILABLE DATA. CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF ALL UTILITIES THAT MAY BE AFFECTED PRIOR TO BEGINNING CONSTRUCTION.
- ALL UTILITY LENGTHS ARE TO CENTER OF STRUCTURE.
- ALL EXISTING AND PROPOSED UTILITY RIMS, GRADE RIMS, PEDESTALS, ETC. SHALL BE ADJUSTED AS REQUIRED TO MEET PROPOSED GRADES.
- SELECT GRANULAR TRENCH BACKFILL (CA-7) MATERIAL SHALL BE PROVIDED FOR ALL TRENCHES LOCATED WITHIN TWO FEET OF PAVEMENT, CURB, DRIVEWAYS, AND SIDEWALKS.
- WHERE INDICATED ON PLANS, PROPOSED WATER MAIN SHALL BE LOWERED TO ELEVATION SHOWN TO PROVIDE MINIMUM 18" VERTICAL SEPARATION FROM SEWER LINES. SEE SPECIFICATIONS FOR ADDITIONAL DETAILS.
- RIM ELEVATIONS PROVIDED FOR STORM STRUCTURES LOCATED IN CURB AND GUTTER ARE EDGE OF PAVEMENT ELEVATIONS.
- LIGHT POLES LOCATIONS SHOWN FOR REFERENCE. DESIGN OF POWER SYSTEM TO SERVE PROPOSED POLES WILL BE BY OTHERS.
- UNLESS OTHERWISE NOTED, SANITARY SEWER PIPE SHALL BE PVC, STORM SEWER PIPE SHALL BE RCP, AND WATER MAIN SHALL BE DUCTILE IRON. SEE SPECIFICATIONS FOR ADDITIONAL DETAILS.

STRUCTURE/PIPE LEGEND:

- IN - INLET
- CB - CATCH BASIN
- MH - STORM MANHOLE (TYPE A)
- E - FLARED END SECTION WITH GRATE
- TD - TRENCH DRAIN
- W - VALVE VAULT
- V - VALVE BOX
- FH - FIRE HYDRANT ASSEMBLY
- PC - PRESSURE CONNECTION
- SN - SANITARY MANHOLE
- RCP - REINFORCED CONCRETE PIPE
- PVC - POLYVINYL CHLORIDE PIPE
- HDPE - HIGH DENSITY POLYETHYLENE PIPE

FRAME AND GRATE/LID LEGEND:

- UNPAVED AREAS/PARKING AREAS: EJM 1020, TY. W2 GRATE
- ROLLED CURB & GUTTER: EJM 7525
- B6.12 CURB & GUTTER: EJM 7210, TY. M1 GRATE & T1 BACK
- DEPRESSED CURB & GUTTER: EJM 7210, TY. M3 GRATE
- SANITARY: EJM 1020 TY. A SOLID COVER
- WATER: EJM 1020 TY. A SOLID COVER

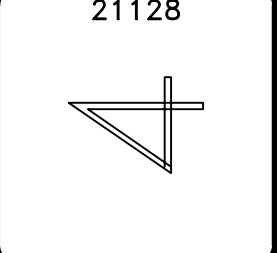
PRELIMINARY

UTILITY PLAN (NORTH)
 DRAWN BY: TC
 CHECKED BY: CP
 JOB#: 21128
 DATE: 11/15/2021
 DATE REV REVISION

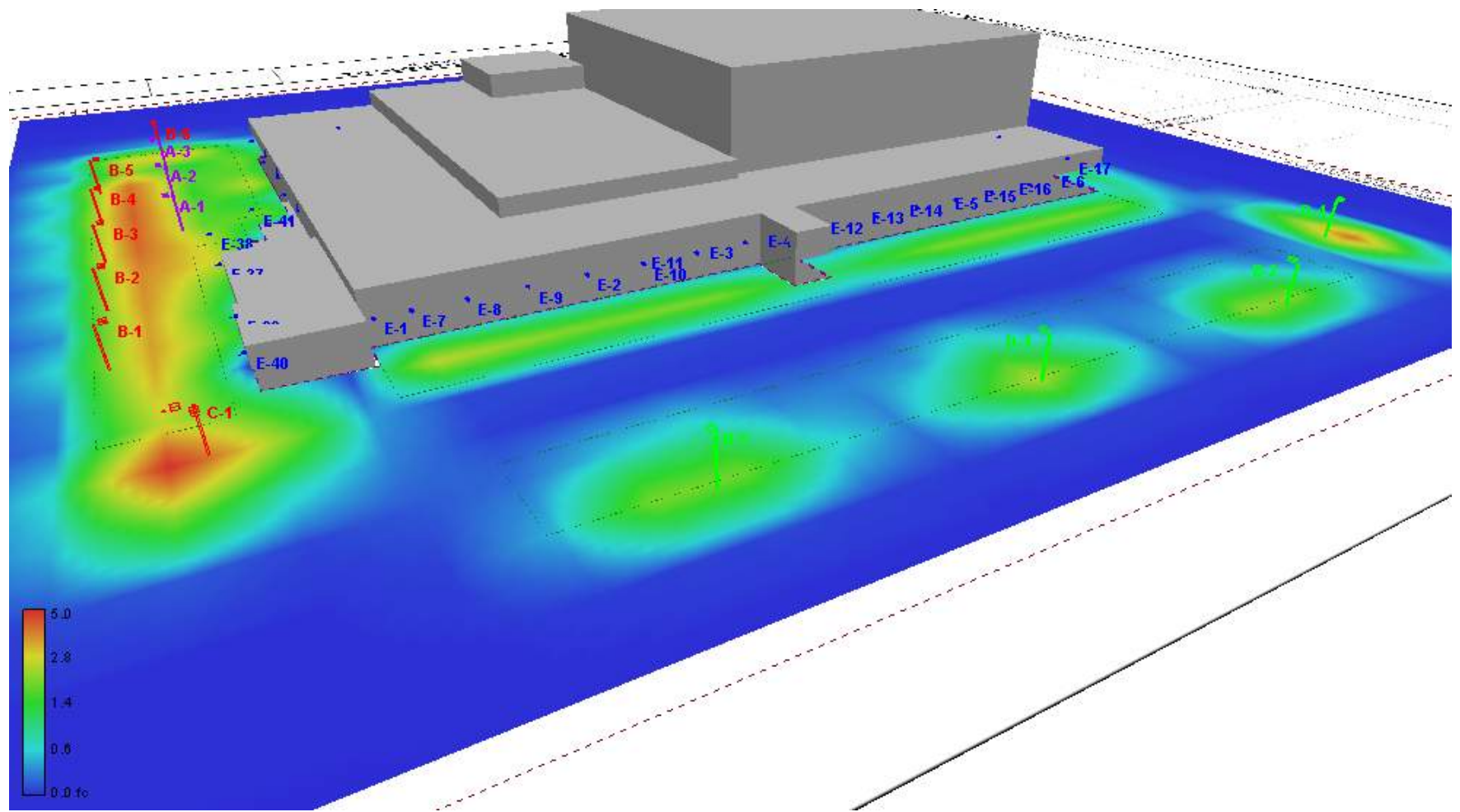
AGILE COLD STORAGE
 WILMINGTON, IL

GEOTECH INC.
 CONSULTING ENGINEERS - LAND SURVEYORS
 1207 CEDARWOOD DRIVE CREST HILL, ILLINOIS 60403 815/730-1010

21128



Schedule									
Symbol	Label	Image	Quantity	Description	Number Lamps	Lumens Per Lamp	Light Loss Factor	Wattage	Plot
	A		3	Autobahn Small P452 Package Roadway Type V 4000K/5000K	1	19759	0.91	125	 Max: 10013cd
	B		6	Autobahn Small P452 Package Roadway Type III 4000K/5000K	1	19469	0.91	125	 Max: 14061cd
	C		1	Autobahn Small P452 Package Roadway Type III 4000K/5000K	1	19469	0.91	250	 Max: 14061cd
	D		4	Autobahn Small P452 Package Roadway Type II 4000K/5000K	1	19369	0.91	125	 Max: 17284cd
	E		36	Wallpack Full Cutoff LED, LED Performance Package P10, 4000 series CCT, Voltage, Forward Throw Medium	1	8088	0.95	71	 Max: 5770cd

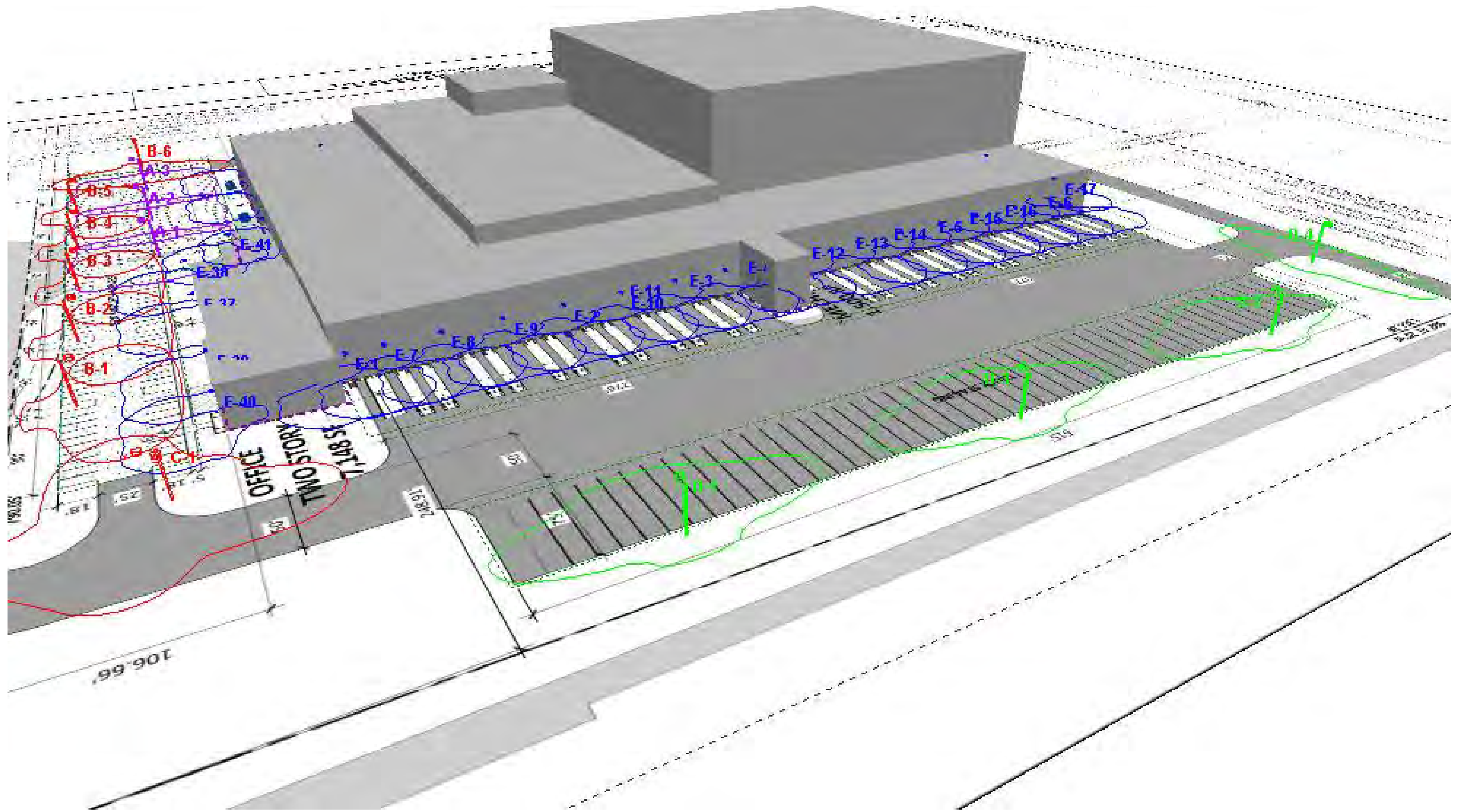


NW Heat Map

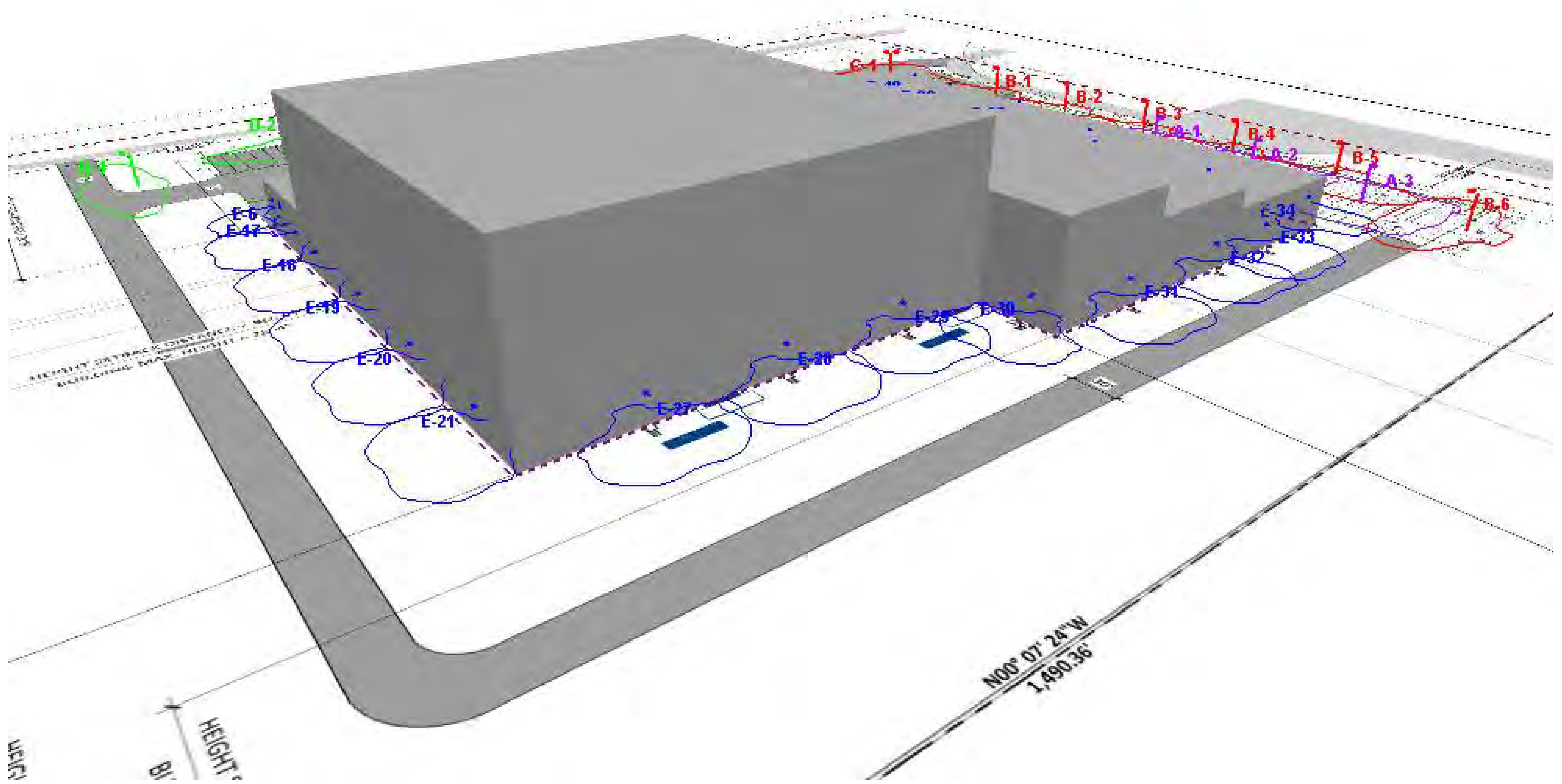
Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Employee Parking		3.0 fc	4.2 fc	1.3 fc	3.2:1	2.3:1
SITE		0.4 fc	5.0 fc	0.0 fc	N/A	N/A
Truck Dock		1.9 fc	2.6 fc	1.1 fc	2.4:1	1.7:1
Truck Staging		0.4 fc	0.8 fc	0.2 fc	4.0:1	2.0:1

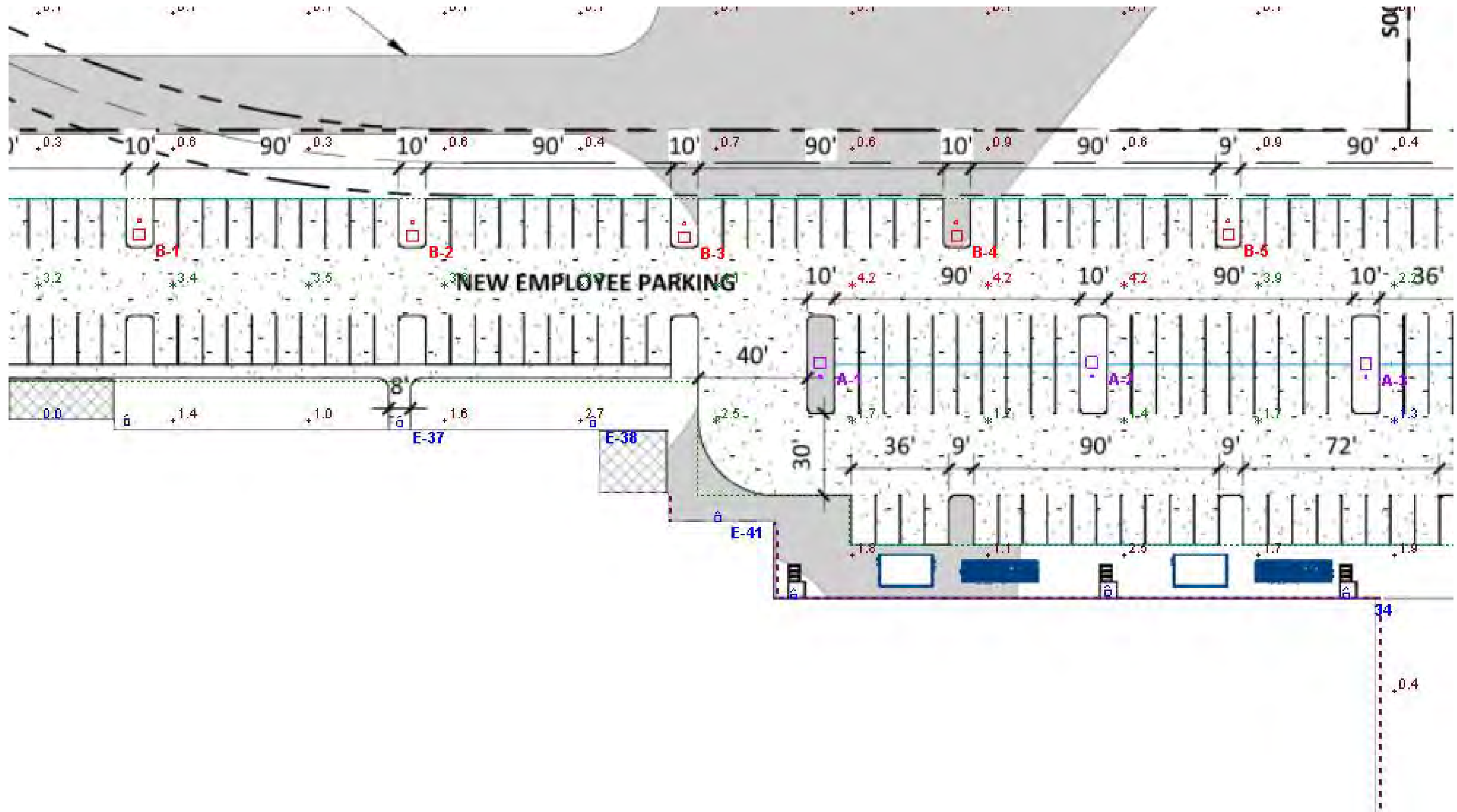
Light Pole Mounting Height: 30 feet
Wall Pack Mounting Height: 20 feet



NW View

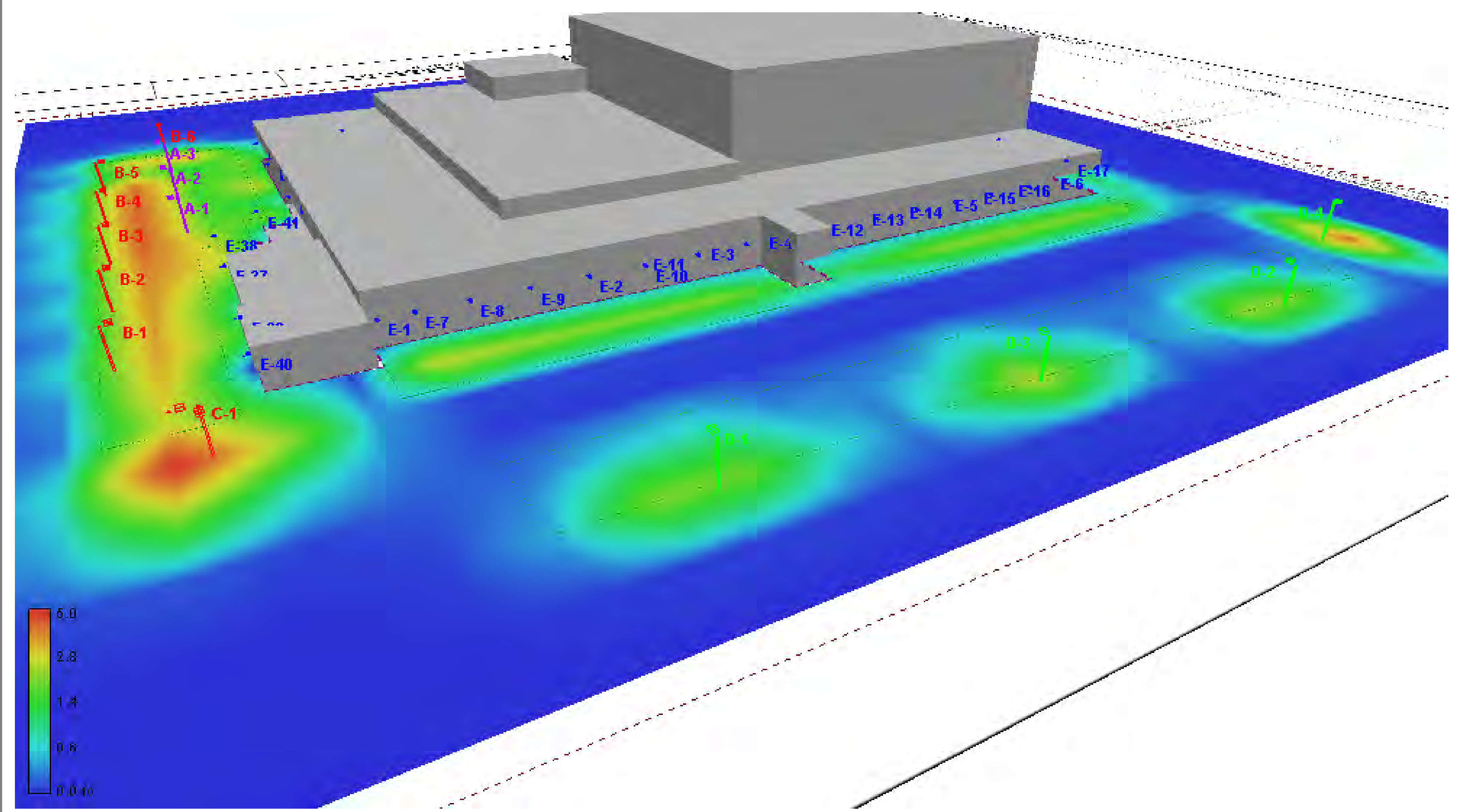


SE View



Employee Parking FC

Schedule									
Symbol	Label	Image	Quantity	Description	Number Lamps	Lumens Per Lamp	Light Loss Factor	Wattage	Plot
	A		3	Autobahn Small P452 Package Roadway Type V 4000K/5000K	1	19759	0.91	125	 Max: 10013cd
	B		6	Autobahn Small P452 Package Roadway Type III 4000K/5000K	1	19469	0.91	125	 Max: 14061cd
	C		1	Autobahn Small P452 Package Roadway Type III 4000K/5000K	1	19469	0.91	250	 Max: 14061cd
	D		4	Autobahn Small P452 Package Roadway Type II 4000K/5000K	1	19369	0.91	125	 Max: 17284cd
	E		36	Wallpack Full Cutoff LED, LED Performance Package P10, 4000 series CCT, Voltage, Forward Throw Medium	1	8088	0.95	71	 Max: 5770cd



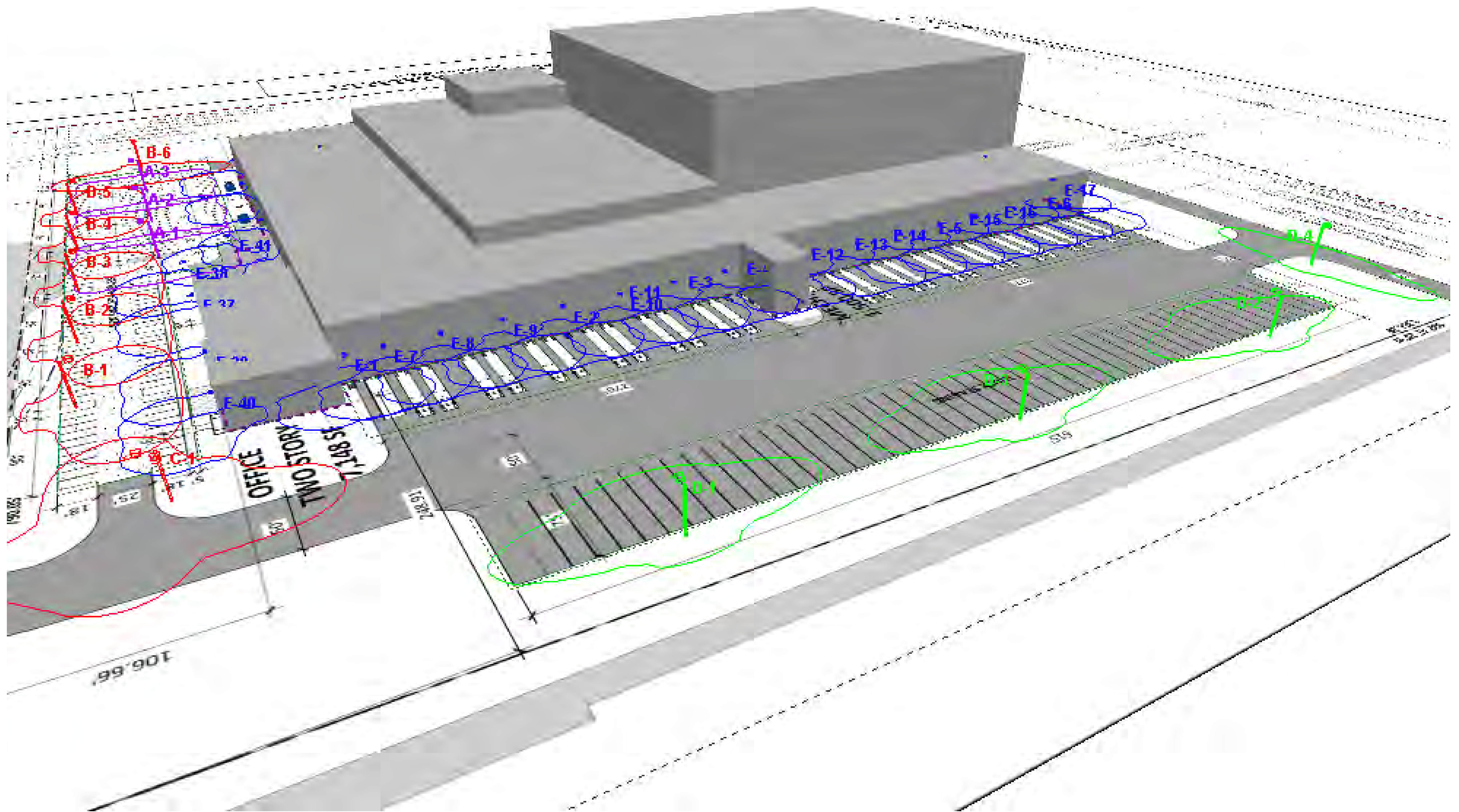
NW Heat Map

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Employee Parking	✘	3.0 fc	4.2 fc	1.3 fc	3.2:1	2.3:1
SITE	+	0.4 fc	5.0 fc	0.0 fc	N/A	N/A
Truck Dock	✘	1.9 fc	2.6 fc	1.1 fc	2.4:1	1.7:1
Truck Staging	✘	0.4 fc	0.8 fc	0.2 fc	4.0:1	2.0:1

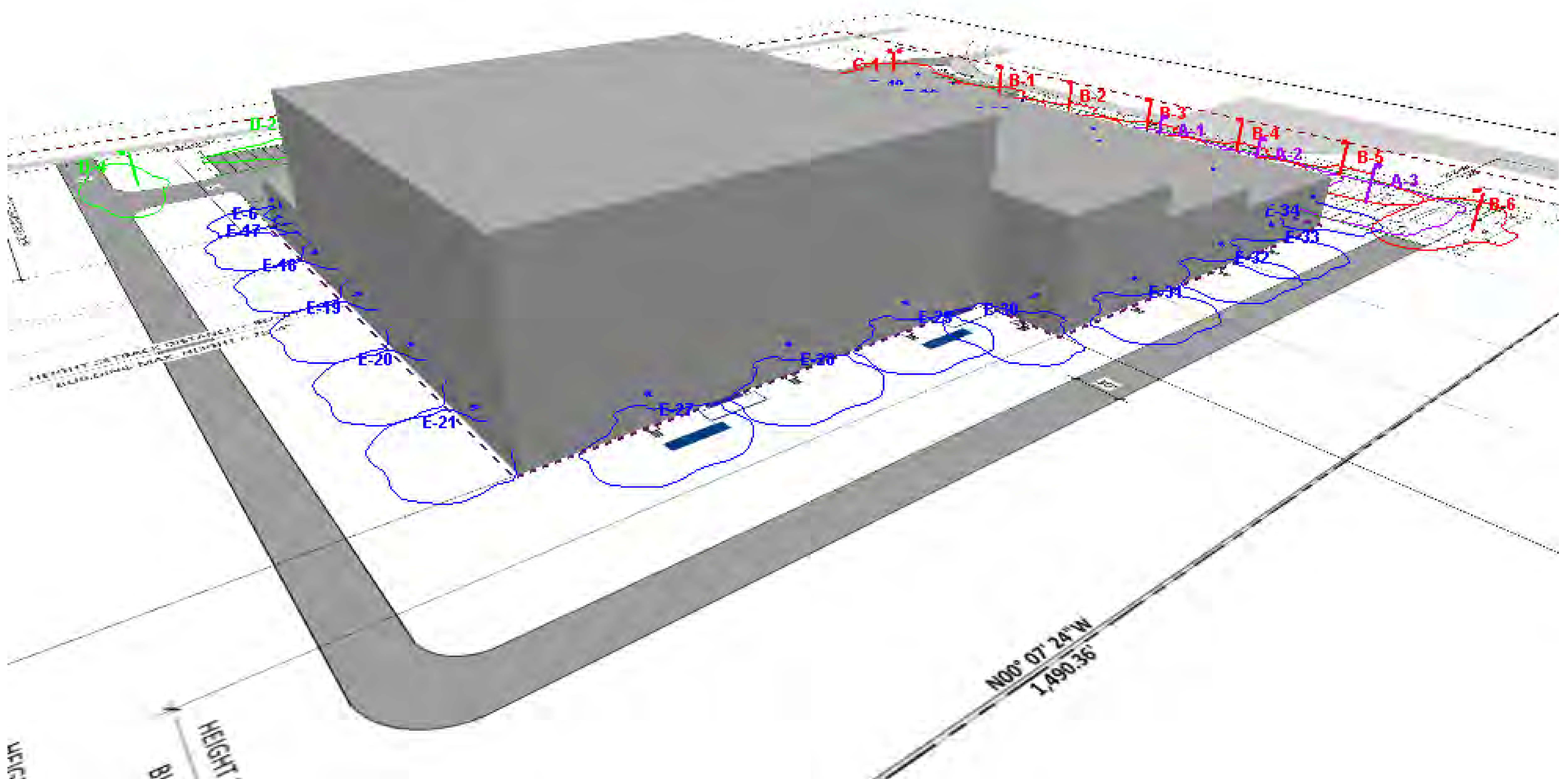
Light Pole Mounting Height: 30 feet
Wall Pack Mounting Height: 20 feet



FISHER CONSTRUCTION GROUP, INC.
FOR REFERENCE ONLY
 DATE: 01/14/2022



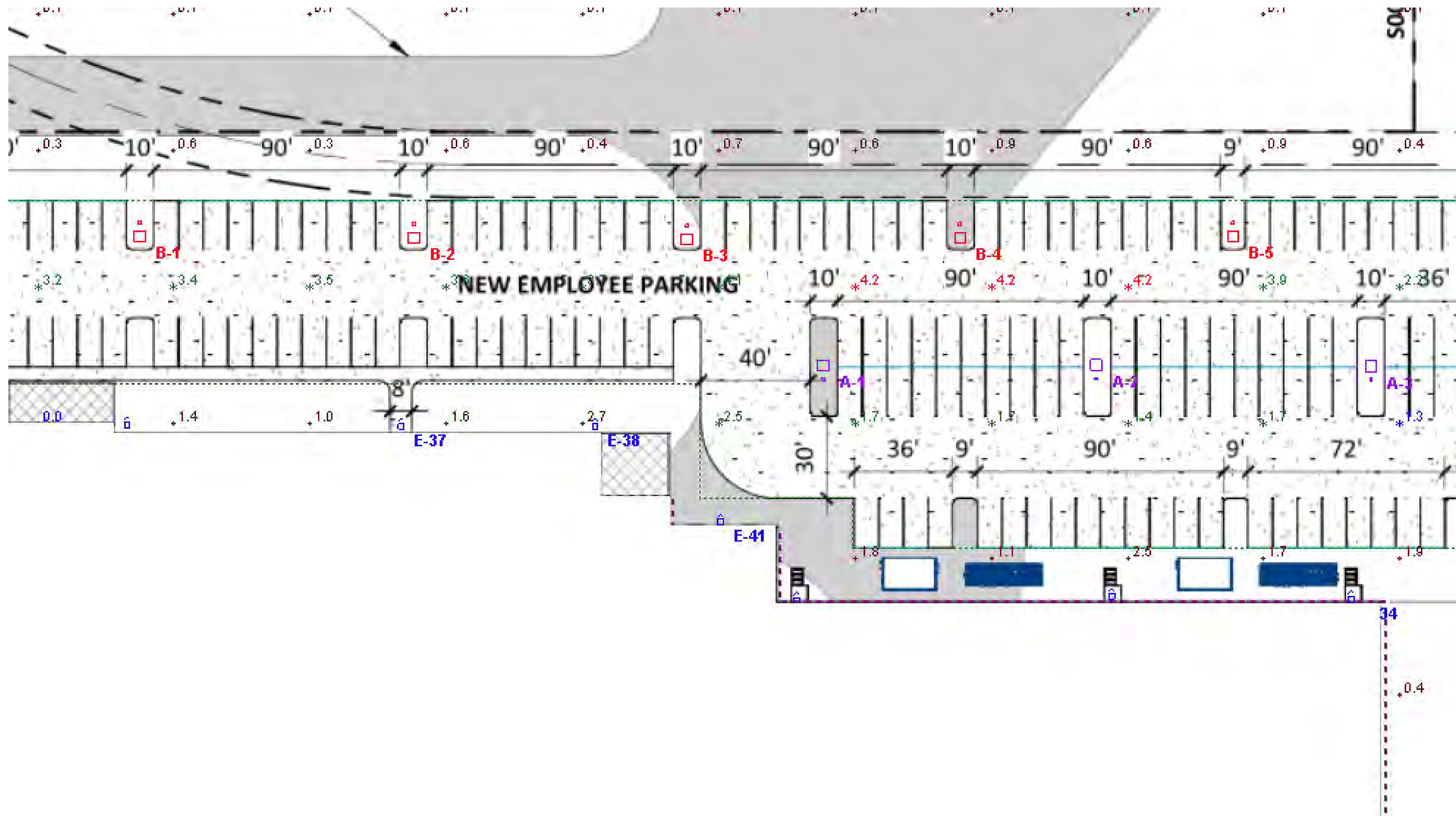
NW View



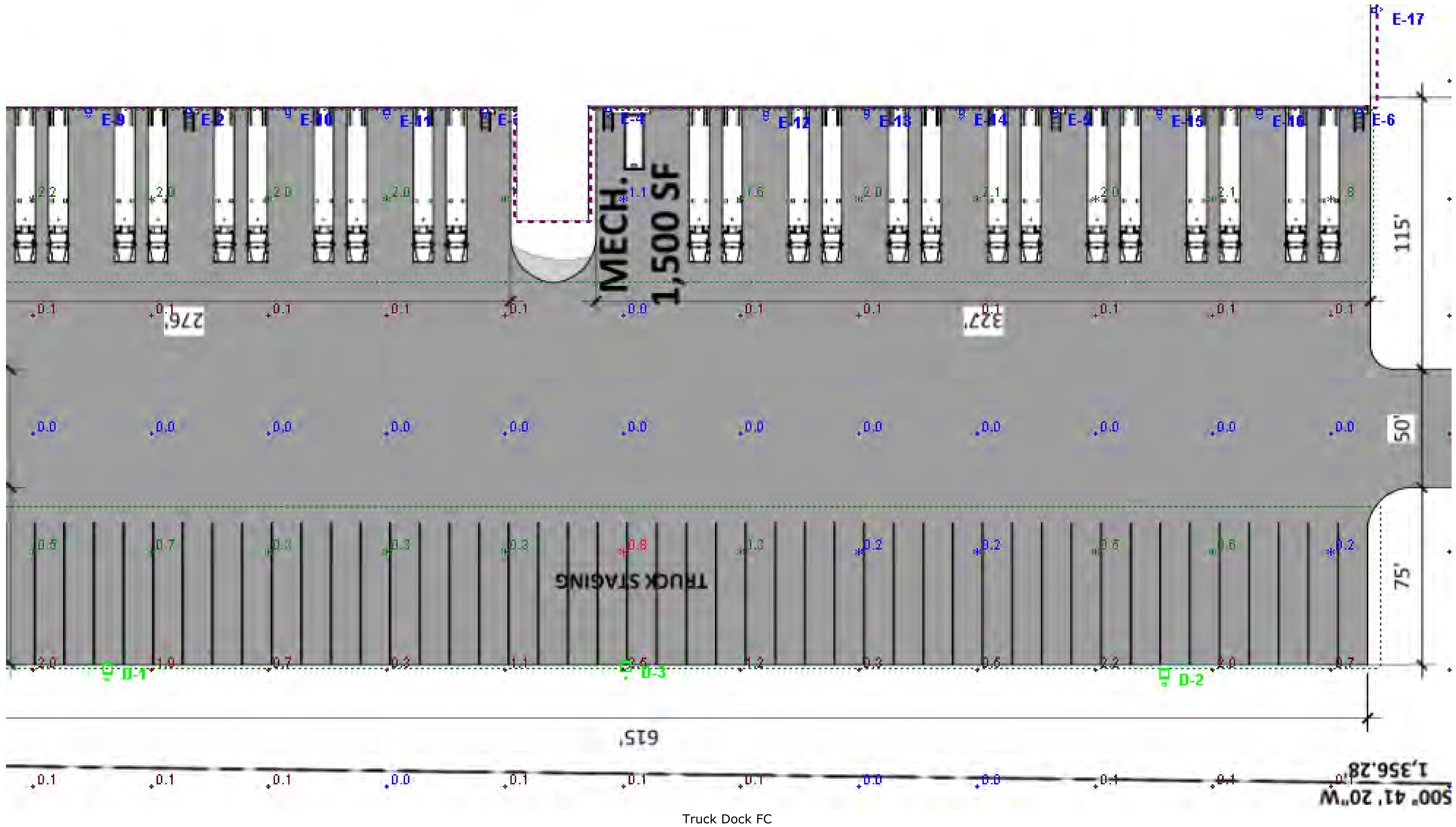
SE View



Site FC



Employee Parking FC




FISHER CONSTRUCTION GROUP, INC.
FOR REFERENCE ONLY
 DATE: 01/14/2022



MEMO

Date: March 30, 2022

To: Honorable Mayor Dietz and City Council Members

From: Jeannine Smith, City Administrator 

Cc: Joie Ziller, Deputy Clerk
Department Heads

Re: Request for Bids for Lawncare Services

The City of Wilmington issued a Request For Bids (“RFB”) for Lawncare Services on March 7, 2022 as its existing contract ended with the conclusion of the 2021 mowing season. The City properties included in the original RFB are: City Hall, Wilmington Police Department, Claire’s Corner, Veteran’s Memorial Park, North Island Park, and South Island Park.

Services provided include mowing, trimming, weeding, edging of all properties. Services also include pruning of trees, fertilizing of lawns at City Hall, Police Department and Claire’s Corner, seasonal cleanup, bed maintenance and herbicide/pesticide applications (see pages 9 and 10 for a complete list of services on attachment)

An amendment to the RFB was issued on March 14, 2021 to include the following properties: Water Reclamation Plant, Water Treatment Plant and Public Works, Welcome to Wilmington Sign area on Route 53.

The public was notified by email to lawncare services on the City’s business list, by publication in the Free Press, and on the City’s website.

On March 21st the City held a mandatory Pre-Bid Meeting at which there were three people in attendance. On March 28th the City conducted the Bid Opening with the following results:

	<u>MEI Landscaping</u>	<u>H.L. & Associates Inc.</u>
Year 1 Original Total	\$37,600	\$34,255
Year 1 Amended Total	\$19,200	\$17,220
Year 2 Original Total	\$37,600	\$34,455
Year 2 Amended Total	\$19,200	\$17,220
Total Contract for 2 Yrs.	\$113, 600	\$103,150

Staff has reviewed the apparent winning bidder RFB response and finds it to be in good order and fully executed. At this time, staff respectfully requests and recommends a motion:

- Accepting the H.L. & Associates, Inc. Proposal for Lawncare Services in an amount not to exceed \$103,150 as presented

And

- Authorizing the City Administrator to execute a contract with H.L. & Associates, Inc. for Lawncare Services beginning with the mowing season in 2022 and ending with the conclusion of the mowing season in 2023

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

Attachment: H.L. & Associates Inc. response to Request for Bids for Lawncare Services



City of Wilmington

1165 S. Water Street
Wilmington, IL 60481
Tel: (815) 476-2175
Email: jsmith@wilmington-il.com

REQUEST FOR BIDS

FOR

LAWN CARE SERVICES

Issued on: March 7, 2022

Amendment No. 1 Issued on March 14, 2022

Mandatory Pre-Bid Meeting: March 21, 2022

Bid Opening: March 28, 2022

Administered by: Jeannine Smith, City Administrator

GENERAL INFORMATION FOR THE BIDDER

QUALIFICATIONS REQUIREMENT: Bids are solicited only from responsible bidders known to be experienced and regularly engaged in work of similar character and scope to that covered in the Request for Bids (RFB). Satisfactory evidence that the bidder has the necessary capital, equipment and personnel to do the work shall be required.

BID FORM: Sealed bids must be submitted on the bid forms furnished by the City. All bids must be filled out in ink or typewritten and shall be legally signed with the complete address of the bidder given thereon. Contractors not responding to all information requested in the RFB may have their bids rejected. For the RFB, the bid must remain valid for ninety (90) days past the due date for receipt of RFB's.

RESPONSE DATE: To be considered, sealed bids must be received at the City Clerk's Office, 1165 South Water Street, Wilmington, IL 60481, on or before the time specified in the invitation to bid. The City Clerk's Office is open Monday thru Friday, excluding holidays, between 8:30 a.m. and 4:30 p.m. Contractors mailing bids should allow adequate delivery time to assure timely receipt of their bids.

All information submitted in the bid, including but not limited to bid prices, equipment, etc. must remain valid and in effect for at least ninety (90) days past the submission deadline.

OPENING OF BIDS: All bids will be publicly opened and read at the time and place specified in the cover letter. All bidders are invited to present.

REJECTION OF BIDS: The City reserves the right to reject any or all bids, in part or in their entirety, or in their entirety, or to waive any informality or defect in any bid, or to accept any bid which, in its opinion is deemed most advantageous to the City.

ALTERNATES OR ADDENDUMS: Explanations desired by a prospective bidder shall be requested of the City in writing, and if explanations are necessary, a reply may be made in the form of an Addendum, a copy of which will be forwarded to each bidder. Every request for such explanation shall be in writing and addressed to: City Administrator, City of Wilmington, 1165 South Water Street, Wilmington, IL 60481.

Bidders may provide alternate means of providing the services called for in this RFB at their discretion. This in no way relieves the bidder from providing the responses called for in this RFB. The City is under no obligation to consider any such alternates that may be provided.

No inquiry or request received within three (3) working days of the submission deadline for bidders will be given consideration.

Amendment No. 1 – March 14, 2022/jz

CONTRACT EXECUTION: The bidder to whom the Contract is awarded shall, within 10 calendar days after the Notice of Award, enter into a written contract with the City.

INCURRING COSTS: The City is not liable for any costs incurred by contractors prior to the issuance of a contract.

MATERIAL SUBMITTED: All materials submitted as part of a bid will become the property of the City. The City reserves the right to use any or all ideas presented.

LENGTH OF CONTRACT: Bids shall address, to the greatest extent possible, all possible service delivery impacts, including, but not limited to, bid prices, equipment, etc., throughout the term of the contract. The City seeks to have the lawn care to begin with the start of the mowing season in 2022 and end with the conclusion of the mowing season in 2023. This two-year (2) contract shall also be subject to annual budget appropriation. In the absence of an appropriation, a contract issued pursuant to this RFB shall be void and of no effect.

Amendment No. 1 – March 14, 2022/jz

BID SPECIFICATIONS

PROJECT NARRATIVE: The City of Wilmington owns several properties around the City that are in need of lawn care services.

The City of Wilmington expects a high standard of professionalism and it is imperative that each property be kept at its best. Mowing and mowing related items shall be completed with extreme professionalism at all times. Public courtesy is a must whether it involve interactions with City personnel or the general public. The City expects that the lawn mowing contracting service to hold itself to a higher standard when completing its functions for the City.

The City of Wilmington will be evaluating each bid in regards to quality of service offered, experience, cost and other intangibles. With these aspects in mind, we will hold the successful bidder to the highest necessary standards to complete this task.

BIDDER RESPONSIBILITY: By submission of a bid to do the work, the bidder represents that the bidder is fully informed concerning the requirements of the contract, the physical conditions to be encountered in the work, and the character, quality, and quantity of service to be performed, and of materials and equipment to be furnished. The bidder will not be entitled to additional compensation if he subsequently finds that conditions require methods or equipment other than that anticipated in making the bid. Negligence or inattention of the bidder in determining the site conditions prior to filing a bid, or in any phase of the performance of the works, shall be grounds for refusal of the City to agree to additional compensation. Bidders having questions regarding this RFB should contact for clarifications.

ASSIGNMENTS OR SUBCONTRACTING: The successful bidder shall not assign, subcontract or otherwise transfer its duties and/or obligations under this proposal, without prior written consent of the City.

FAIR EMPLOYMENT PRACTICES: The successful bidder agrees to not discriminate against any employee or applicant for employment, to be hired in the performance of the contract with respect to hire, tenure, term, conditions or privileges of employment, or any other matter directly or indirectly related to employment, because of sex, race, color, religion, nation origin, ancestry, handicap or any other basis prohibited by State or Federal law or regulations.

CONTRACTOR'S PAYMENT OF TAXES, ETC: Without limitation on the foregoing, the successful bidder shall be solely responsible for:

- a. Payment of wages to its work force in compliance with all Federal and State laws, including the Federal Wage and Hour Act.
- b. Payment of any and all FICA, unemployment contributions and other payroll-related taxes or contributions required to be paid by contractor under State and Federal law.

Amendment No. 1 – March 14, 2022/jz

c. Payment of all applicable Federal, State, or Municipal taxes, charges or permit fees, whether now in force or subsequently enacted.

d. Payment of any and all suppliers, merchants, or vendors from whom the contractor obtains items and materials related to the contract.

The successful bidder shall indemnify and hold the City harmless from all claims arising from the foregoing payment obligations of contractor.

DAMAGE TO PROPERTY: The successful bidder also accepts sole responsibility for any damage to any public or private property resulting from their performance of the work.

The successful bidder will protect, defend, and hold harmless the City from any and all damage, claim, liability, or expenses whatsoever, or any amounts paid in compromise there of arising out of or connected with the performance of this contract.

INSURANCE COVERAGE: During the term of the contract, the Contractor at their sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:

- **Worker's Compensation** - The Contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of Illinois, as well as employer's liability coverage with minimum limits of \$500,000 for bodily injury per accident. This insurance must include and cover all of the Contractor's employees who are engaged in any work under this contract.
- **General Liability** - The Contractor shall provide and maintain General Liability Coverage at a rate no less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage.
- **Certificates of Insurance** - Included in bid package, successful bidder shall provide to the City complete certificates of insurance and bonding to meet the above requirements. Policies shall be endorsed to provide the City at least 30 days written notice of cancellation or intent not to renew coverages as called for above.

GENERAL INDEMNITY: The Contractor shall save, hold harmless, and indemnify the City of Wilmington, its City Administrator, City Council, and its officers, agents, and employees (herein after collectively referred to as "Wilmington"), and shall pay on behalf of, protect, defend, and assume entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any injury, alleged injury, or death to any person, damage or alleged damage to property of the City of Wilmington or others sustained or alleged to have been sustained in connection with, arising out of, resulting from, proximately caused by, directly or indirectly attributable to, or due to some act, error, omission, or activity of Contractor, the

Amendment No. 1 – March 14, 2022/jz

Contractor's performance, or the intended performance of any work, service, or obligations stated in or resulting from this request for proposal or agreement subsequent to this request for proposal, performed by the Contractor, their employees, agents, and representatives. The Contractor further agrees to defend any suit or action brought against Wilmington based on any such alleged injury, death, or damage indemnified above and to pay all damages, cost and expenses in connection therewith or resulting there from. This indemnity shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the Contractor. As an integral part of this agreement, the Contractor agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amounts required in the general liability insurance requirements. The obligations of the Contractor pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Contractor.

CONFLICT OF INTEREST: All Contractors must disclose in writing with their proposal the name of any owner, officer, director, or agent who is also an employee of the City of Wilmington Government. All Contractors must also disclose in writing with their proposal the name of any employee of City of Wilmington Government who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor's firm or any of its branches or subsidiaries. By submitting a proposal, the Contractor certifies that there is no relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this RFP.

ERRORS AND OMISSIONS: The Contractor shall not take advantage of any errors or omissions in this RFP. The Contractor shall promptly notify City of Wilmington Government of any omissions or errors found in this document.

EMPLOYEE GUIDELINES: The Contractor shall use only qualified personnel to provide the required services. The Contractor shall be responsible for insuring that employees abide by all rules and regulations set forth for the buildings and grounds.

- **DRUG POLICY:** The Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. The Contractor further agrees their employees shall comply with the City of Wilmington's Drug-Free Workplace Policy.
- **AUTHORIZED PERSONNEL:** While engaged in the performance of these LAWN CARE SERVICES, only authorized employees of the Contractor are allowed at the City of Wilmington location where the work is being performed. During the performance of these services, the Contractor employees are not to be accompanied in the work area by acquaintances, family members, associates or any other person(s) who are not a current, authorized employee(s) of the Contractor. Contractor shall provide the Wilmington Police Department with all employee names and date of birth for background checks.

Amendment No. 1 – March 14, 2022/jz

- **SAFETY:** The Contractor and any persons employed by the Contractor shall be required to adhere to all OSHA requirements and regulations that apply while performing any part of the work listed under the title “Scope of Work”. The Contractor and any persons employed by the Contractor shall be required to wear items as required by OSHA regulations while performing any part of the work listed under the title “Scope of PROJECT”.

SCOPE OF PROJECT

The successful bidder shall be held to have examined the premises and site and specifications and to have satisfied themselves as to the condition of the premises, obstructions, the actual levels and other factors necessary for carrying out the work before the delivery of their proposal. The bidders shall also acquaint themselves with the character and extent of the City's operations in the area of the work, so that they may plan their services accordingly. No allowances or extra payment will be made to a Contractor for or on account of costs or expenses occasioned by failure to comply with the provisions of this paragraph or by reason of error or oversight on the part of the bidder or on account of interference by the City's or other Contractor's activities. It shall be expressly understood that the City's operations will take precedence over any other activity.

LAWN CARE SERVICES: The successful bidder shall complete or supervise the completion of the following work:

1. Mowing the lawn areas in a professional manner acceptable to the City. This shall be completed by using riding mowers where appropriate and handheld or push lawn mowers where also appropriate. Additionally, mowing patterns will need to be changed throughout the season for the general health of the lawn surface.
2. Trimming all grass and weeds around shrubbery, trees, bushes, walls, fences, etc. This shall be completed by using handheld trimmers where appropriate. Caution is to be exhibited when trimming around the base of trees as to not cause injury to the City's tree stock.
3. Edging all sidewalks on a monthly basis. This shall be completed by using actual edging devices as appropriate.
4. Weeding shall be done weekly. Pruning of shrubbery shall be performed to maintain a well-manicured appearance.
5. Pruning of trees shall be performed on an annual basis primarily in the fall season, but on an "as needed" basis when considered necessary by the Contractor.
6. Fertilizing the lawns of City Hall, Police Department and Claire's Corner shall consist of:
 - Pre-emergent & fertilizer
 - Summer weed & feed
 - Early fall weed & feed
7. Spring Cleanup shall consist of:
 - Removal of all leaves and debris from plant beds and lawn in common areas
 - Re-mulching and re-establishing of bed edging of landscape beds and around trees noted in the common area. Mulch will be approximately 1"-2" in-depth and spread evenly from the base of the tree trunk approximately 2'6".

Amendment No. 1 – March 14, 2022/jz

8. Bed maintenance shall consist of:
 - Installation of mutually agreed upon plants, shrubs, flowering perennials around city welcome signs (2 located at City Hall and RT 53)
 - Removal of weeds, grass, and debris from all plant beds on bi-weekly basis
 - Any chemicals used are included as part of this service. Any plants determined to be damaged by use of chemicals will be replaced by the supplier at the supplier's expense.

9. Fall Cleanup shall consist of:
 - The cleanup will begin no later than October 31st
 - This service consists of a one-time cleanup of all leaves from beds, under shrubs and lawn areas.
 - Removal of annuals and trimming down all flowering perennials

10. Apply herbicides and/or pesticides on an "as needed" basis based upon the condition of lawns and shrubs to prevent loss/dying of plants trees and lawn areas. If required by law to have a licensed pesticide company to apply these items, successful bidder shall arrange for a subcontractor for these services at the City's pre-approved expense.

11. Successful bidder shall monitor all public lawns and landscaping areas, and notify the City's representative of needed property repairs and replacements.

12. Successful bidder shall be responsible for providing and maintaining all necessary equipment and tools such as blowers, trimmers, mowers, edgers, etc. to perform the lawn care and landscaping duties.

13. The successful bidder shall be responsible for the cost of pesticides, herbicides, fertilizer, mulch, shrubs, plants, trees and parts required for general maintenance.

(The ball playing fields located in the South Island and North Island parks are not included in this RFB process and are handled separately under agreement with the Wilmington Baseball Softball Association)

The successful bidders shall furnish all labor materials, supplies, devices, or tools needed to perform the required services. In addition, the successful bidder is responsible to provide all state-approved vehicles and other equipment, material land use fees and equipment necessary for the provision of lawn care services at locations in Wilmington, IL. The successful bidder shall be responsible for leaving all work sites in a clean condition and for the removal of any resulting debris.

Amendment No. 1 – March 14, 2022/jz

The City Council reserves the right to reject any and all bids and to accept any bid which, in their opinion, is most advantageous to the City.

QUALITY OF SERVICE: As is the intent of any contract, the City expects the successful bidder to maintain all equipment in a clean and well-operating fashion, with special consideration for proper maintenance and care of all elements, items, and equipment mentioned in this document. The successful bidder will operate in a professional manner and keep all noise and other nuisances to a minimum at all times while under contract with the City. The City is looking to keep from inconveniencing the public as much as possible. The successful bidder shall file all documents outlined in this RFB in a timely and well-organized manner.

OPERATION OF VEHICLES: The successful bidder shall operate all company vehicles in a manner so as to not impede traffic flow on city streets. Company vehicles are not to be left unattended for any reason except for emergencies or in the actual performance of the job. When a vehicle is left unattended for the actual performance of the job, it shall be parked according to all City Codes and ordinances in place at that time.

SUPPORT FACILITIES:

The successful bidder shall have available:

- Facilities and equipment adequate for evaluation of problems and control activities; and
- An office with sufficient staff and communications facilities to assure ready accessibility and prompt response to the needs of the City.

BREACH OF CONTRACT: In the event that any of the provisions of this bid and/or resulting contract are breached by the successful bidder, the City shall give written notice to the successful bidder of the breach or pattern of behavior that constitutes the breach and allow the successful bidder to resolve the breach or pattern of behavior that constitutes the breach within ten (10) days of successful bidder's receipt of the notice. If the breach or pattern of behavior is not resolved, then the City Administrator of the City of Wilmington shall have the right to rescind this bid and/or resulting contract by sending written notice to the successful bidder of the cancellation and rescission.

TERMINATION OF CONTRACT: If the successful bidder should be judged bankrupt, if they should make a general assignment for the benefit of their creditors, if a receiver should be appointed on account of their insolvency, if they should persistently or repeatedly refuse to supply enough labor, materials and/or equipment to meet the scope of work of the contract, if they should persistently disregard laws of the State of Illinois and/or ordinances of the City of Wilmington or be guilty of substantial violations of any provision of the contract, the City may without prejudice to any other right or remedy, terminate the contract immediately and re-let for same. The City, at its sole discretion, may terminate the contract immediately, based on warrants and if said immediate termination is in the best public health, safety and welfare interests of the City and its citizens.

Amendment No. 1 – March 14, 2022/jz

In cases not involving the public's health, safety and welfare a minimum of ten (10) days notification will be given to the successful bidder prior to the termination of the contract.

CITY'S RIGHT TO MODIFY CONTRACT: The City reserves the right to negotiate with the bidder and/or successful bidder for a change in terms of the contract, during the term of the contract and to make adjustments relative to the implementation of a change that reduces or modifies the need for the lawn care services. If the City and the bidder and/or successful bidder are unable to agree on a revised contract, the City may seek new proposals and, upon a minimum of ten (10) days written notice from the City, may terminate the unexpired portion of the contract. The City shall not be liable for any cost under this section beyond the contract price for the period where service is actually provided.

REFERENCES: All Bidders shall include a list of current and prior projects similar to that proposed in this RFB as references for qualifying experience. The name, address, and telephone numbers of the responsible individual(s) at the reference project site who may be contacted shall be included. Experience in providing this service to local and/or state governmental entities is preferred.

PAYMENT: The successful bidder shall submit invoices on a monthly basis for all work completed. The City shall pay invoices for acceptable work within 30 days of receipt.

NO CONTACT POLICY: The bidder may ask any questions to the point of contact on this project prior to submission of a bid up to three (3) business days prior to the bid deadline. From the period between the time a bid is received by the City of Wilmington and a successful bidder is awarded, the contacting of and/or lobbying of any city official, which shall include the Mayor, City Council, Board or Commission, City Administrator, a Department Head and other staff is prohibited. These actions may eliminate your firm from the bid selection process.

Amendment No. 1 – March 14, 2022/jz

CONTRACTOR CHECKLIST

The following items must be completed and submitted with the bid packet:

X **PRIME CONTRACTOR'S CERTIFICATE (Signed & Dated)**

X **COST PROPOSAL/EXECUTION OF PROPOSAL (Signed & Dated)**

X **BID PROPOSAL COST WORKSHEET (Signed & Dated)**

Amendment No. 1 – March 14, 2022/jz

PRIME CONTRACTOR'S CERTIFICATION

I, Jim Lutzbetak, an Authorized Officer or Agent for
(Print Name of Authorized Officer or Agent)
H.L. + associates inc., which is the Prime Contractor for
(Print Name of Prime Contractor)
Landscape maintenance,
(Name of Description of Contracted)

do hereby certify under oath that said Prime Contractor is not barred from contracting with any unit of State or local government as a result of a violation of either §33E-3 (Bid Rigging) or 33E-4 (Bid Rotating) of 720 ILCS 5/ Criminal Code of 2012. **NOTE: A person who makes a false statement, material to this certification, commits a Class 3 Felony.**

33E-3. Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

33E-4 Bid rotating. A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

Possible violations of Section 33E can be reported to the Office of the Will County State's Attorney at (815) 727-8453 or the Wilmington Police Department at (815) 476-2811.

[Signature]
Signature of Authorized Officer or Agent

3-27-22
Dated

president
Title of Authorized Officer or Agent

Amendment No. 1 – March 14, 2022/jz

COST PROPOSAL/EXECUTION OF PROPOSAL:

By submitting this proposal, the potential Contractor certifies the following:

This proposal is signed by an authorized representative of the firm.

The Contractor can obtain insurance certificates as required within 10 calendar days after notice of award.

The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.

All labor costs, direct and indirect, have been determined and included in the proposed cost.

The Contractor is aware of prevailing conditions associated with performing these services.

The potential Contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions. If exceptions exist, they must be listed on a separate numbered sheet.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees to perform the services in accordance with the specifications and conditions in this RFP at the prices quoted, if this proposal is accepted within 90 days from the date of the opening.

Company: H.L. Associates Inc
Address: 601 misty creek Dr
City, State, Zip: New Hanover NC 27041
Telephone: 8154120500 Fax: NA
Email: Jim @ Hlandassociates.com
By: [Signature] Jim Luzbetak
Signature Printed Name
president 3-27-22
Title Date

Amendment No. 1 – March 14, 2022/jz

I will meet all of the requirements and provide all of the services for amounts listed as outline in this bid proposal

Properties (see accompanying property maps):

- City Hall, 1165 S. Water Street
- Wilmington Police Department, 129 Robert P. Weidling Drive
- Claire's Corner, 101 N. Water Street
- Veteran's Memorial Park, 125 Vine Street
- North Island Park, 250 Bridge Street
- South Island Park, 201 Bridge Street
- Water Reclamation Plant, 601 E. Kankakee River Drive
- Water Treatment Plant & Public Works, 745 & 747 Widows Road
- Welcome to Wilmington sign area, RT 53

Annual Lump Sum:

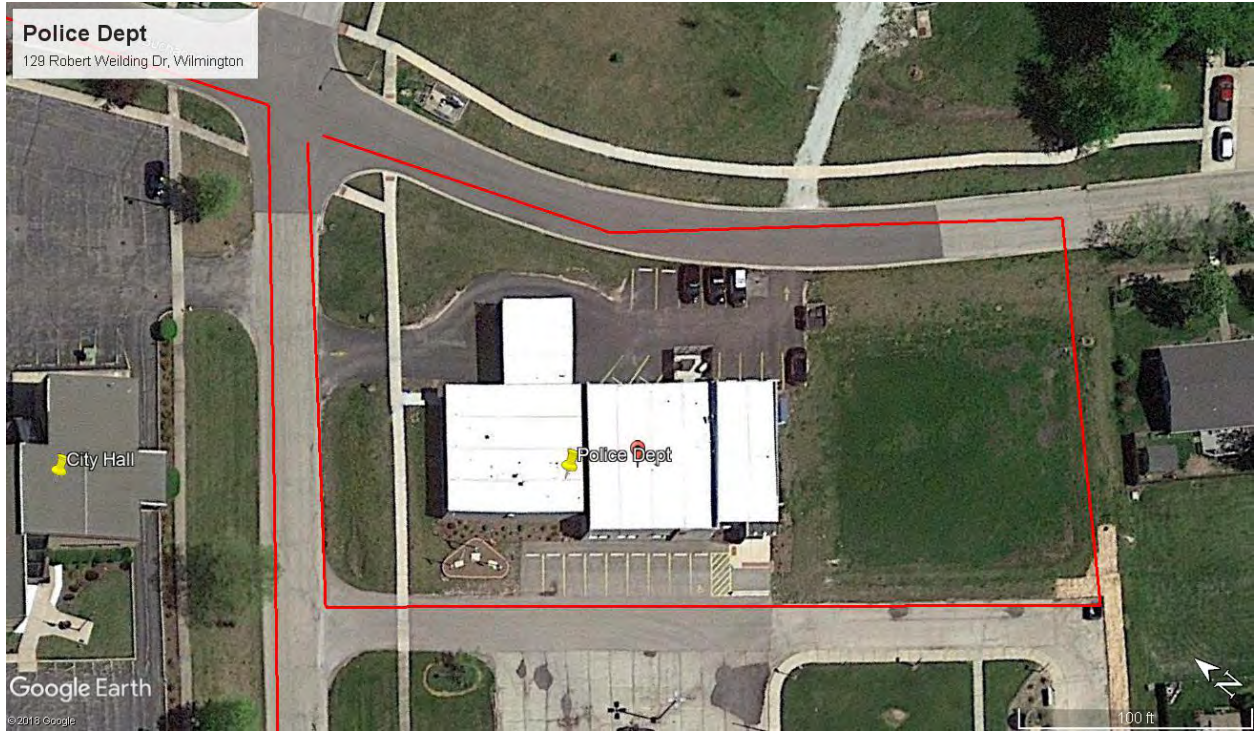
Year One (2022) \$ 51,475⁰⁰
Year Two (2023) \$ 51,675⁰⁰

Company: H.L. & Associates inc.
Address: 601 misty creek Dr
City, State, Zip: Newport IL 60451
Telephone: 815 412 0500 Email: Jim@HLandassociates.com
By: [Signature] Jim Luzzetale
Signature Printed Name
president 3-27-22
Title Date

Amendment No. 1 – March 14, 2022/jz



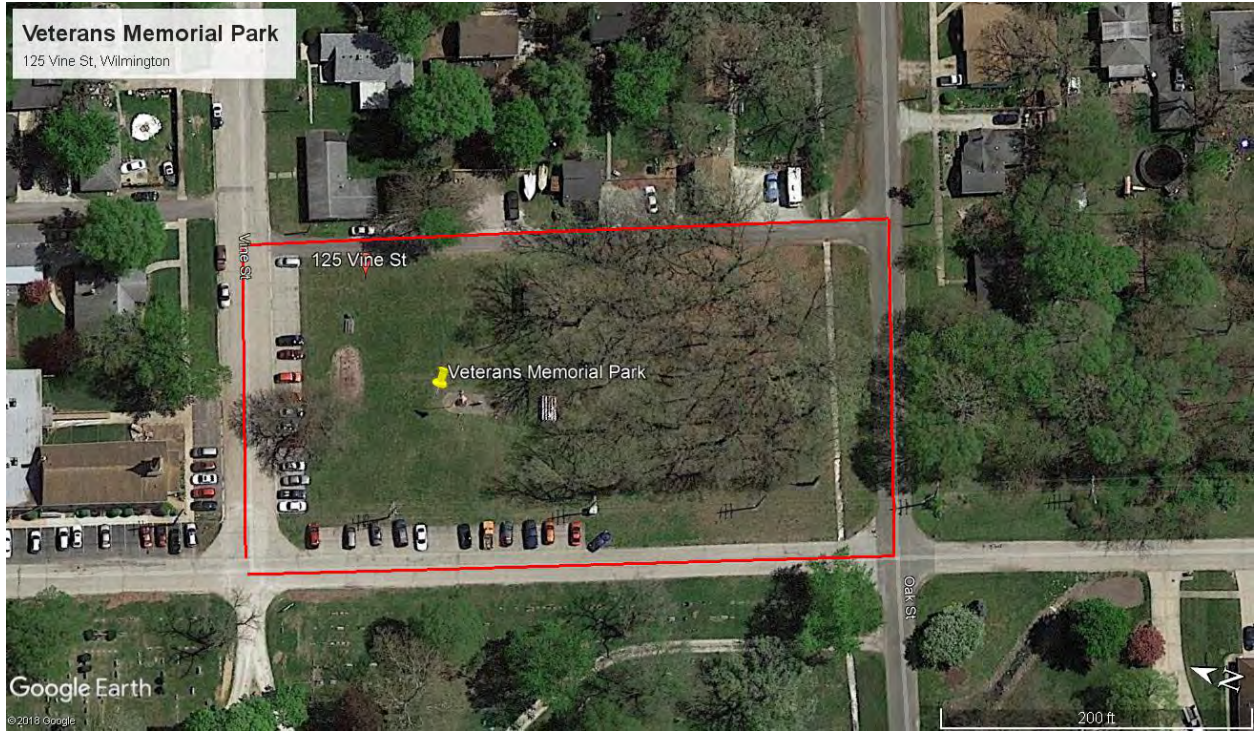
Amendment No. 1 – March 14, 2022/jz



Amendment No. 1 – March 14, 2022/jz



Amendment No. 1 – March 14, 2022/jz



Amendment No. 1 – March 14, 2022/jz



Amendment No. 1 – March 14, 2022/jz



Amendment No. 1 – March 14, 2022/jz

601 E. Kankakee River Drive
Water Reclamation Plant



Amendment No. 1 – March 14, 2022/jz

745 & 747 Widows Road
Water Treatment Plant & Public Works



Amendment No. 1 – March 14, 2022/jz

RT 53 - Entrance in to town
"Welcome to Wilmington"



Amendment No. 1 – March 14, 2022/jz

City of Wilmington

Check Register Meeting Date: April 5, 2022



Check#	Date	Vendor/Employee	Amount
Fund 1		General Corporate Fund	
See attached	4/5/2022 VARIOUS		114,404.82
		Total:	<u>114,404.82</u>
Fund 2		Water Operating M & R Fund	
See attached	4/5/2022 VARIOUS		78,369.41
		Total:	<u>78,826.32</u>
Fund 4		Sewer Operating M & R Fund	
See attached	4/5/2022 VARIOUS		69,892.30
		Total:	<u>69,892.30</u>
Fund 6		MFT Fund	
See attached	4/5/2022 VARIOUS		87,172.23
		Total:	<u>87,172.23</u>
Fund 7		ESDA Fund	
See attached	4/5/2022 VARIOUS		2,861.63
		Total:	<u>2,861.63</u>
Fund 24		Capital Projects	
See attached			
See attached	4/5/2022 VARIOUS		21,644.70
		Total:	<u>21,644.70</u>
Fund 25		Ridgeport TIF#2 Fund	
See attached	4/5/2022 VARIOUS		294.10
		Total:	<u>294.10</u>
GRAND TOTAL:			<u><u>375,096.10</u></u>

Dennis Vice

Ryan Jeffries

Jonathan Mietzner

Ryan Knight

Kevin Kirwin

Leslie Allred

Thomas Smith

Todd Holmes

Approved: April 5, 2022

Accounts Payable

To Be Paid Proof List

User: Msurman
 Printed: 03/30/2022 - 1:31PM
 Batch: 00008.04.2022

City of Wilmington
 1165 S. Water St
 Wilmington, IL 60481
 815-476-2175



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Austin Tyler Construction 9046									
2061-02	3/25/2022	87,172.23	0.00	04/05/2022				No	0
06-00-6595 MFT Projects Current Year				2020 MFT Paving 10/31/2020 - 07/30/2021					
2061-02 Total:		87,172.23							
Austin Tyler Construction		87,172.23							
Report Total:		87,172.23							

Accounts Payable

Computer Check Proof List by Vendor

User: Msurman
 Printed: 03/30/2022 - 3:52PM
 Batch: 00066.03.2022

City of Wilmington
 1165 S. Water St
 Wilmington, IL 60481
 815-476-2175



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1292 50357847	Foley & Lardner, LLP 2008 TIF Bonds	294.10	03/01/2022	Check Sequence: 1 25-00-7171	ACH Enabled: False
	Check Total:	294.10			
	Total for Check Run:	294.10			
	Total of Number of Checks:	1			

Accounts Payable

To Be Paid Proof List

User: Msurman
 Printed: 03/30/2022 - 10:30AM
 Batch: 00004.04.2022

City of Wilmington
 1165 S. Water St
 Wilmington, IL 60481
 815-476-2175



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
ESI Consultants Ltd									
0128									
210469(#39)	3/25/2022	20,914.23	0.00	04/05/2022					
24-00-7449 S.Arsenal/Rte 53 EDP/IDOT				S. Arsenal Rd. @ IL 53 Intersection Improvements				No	0
	210469(#39) Total:	20,914.23							
220006(#33)	3/25/2022	730.34	0.00	04/05/2022					
24-00-7449 S.Arsenal/Rte 53 EDP/IDOT				S. Arsenal Rd. @ IL 53 Construction Phase				No	0
	220006(#33) Total:	730.34							
	ESI Consultants Ltd Total:	21,644.57							
	Report Total:	21,644.57							

Accounts Payable

To Be Paid Proof List

User: Msurman
 Printed: 03/30/2022 - 1:14PM
 Batch: 00001.04.2022

City of Wilmington
 1165 S. Water St
 Wilmington, IL 60481
 815-476-2175



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Air Gas USA, LLC									
9050									
9986453415	3/24/2022	124.88	0.00	04/05/2022				No	0
01-05-6970 Oper Supplies and Tools				Cyl rental					
9986453415 Total:		124.88							
Air Gas USA, LLC Total:		124.88							
Alarm Detection Systems, Inc.									
9048									
208342-1051	3/24/2022	90.24	0.00	04/05/2022				No	0
01-02-6530 Maintenance - Grounds/Building				Quarterly April - June 2022					
208342-1051 Total:		90.24							
208343-1051	3/24/2022	90.24	0.00	04/05/2022				No	0
01-02-6530 Maintenance - Grounds/Building				Quarterly April - June 2022					
208343-1051 Total:		90.24							
208363-1051	3/24/2022	325.20	0.00	04/05/2022				No	0
01-02-6530 Maintenance - Grounds/Building				Quarterly April - June 2022					
208363-1051 Total:		325.20							
Alarm Detection Systems,		505.68							

Antarctic Mechanical Systems, Inc.

AP-To Be Paid Proof List (03/30/2022 - 1:14 PM)

*** means this invoice number is a duplicate.

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
1883 155226	3/24/2022	181.22	0.00	04/05/2022	Electric Audits #21 of 36			No	0
01-01-6670 Prof Fees - Other									
I55226 Total:		181.22							
155354	3/24/2022	181.22	0.00	04/05/2022	Electric Audits #22 of 36			No	0
01-01-6670 Prof Fees - Other									
I55354 Total:		181.22							
155466	3/24/2022	181.22	0.00	04/05/2022	Electric Audits #23 of 36			No	0
01-01-6670 Prof Fees - Other									
I55466 Total:		181.22							
Azavar Audit Solutions To		543.66							
Blue Cross & Blue Shield of IL 0174									
April 2022a	3/29/2022	1,316.26	0.00	04/05/2022	Dental Premium			No	0
01-01-6385 Retired Empl Health Ins/Dental									
April 2022a Total:		1,316.26							
April 2022b	3/29/2022	2,356.86	0.00	04/05/2022	P&Z Health Ins			No	0
01-13-6380 Employee Health & Life Insurnc									
April 2022b Total:		2,356.86							
April 2022c	3/29/2022	16,886.47	0.00	04/05/2022	Police Health Ins			No	0
01-03-6380 Employee Health & Life Insurnc									
April 2022c Total:		16,886.47							
April 2022d	3/29/2022	4,233.77	0.00	04/05/2022	PubWrks Health Ins			No	0
01-05-6380 Employee Health & Life Insurnc									
April 2022d Total:		4,233.77							
April 2022e	3/29/2022	4,010.80	0.00	04/05/2022				No	0

AP-To Be Paid Proof List (03/30/2022 - 1:14 PM)

*** means this invoice number is a duplicate.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Blue Cross Medicare Rx (P)	85.20							
Blue Cross Medicare Rx (PDP) 1488									
*** Cheryl Roach	3/24/2022	85.20	0.00	04/05/2022				No	0
01-01-6385 Retired Empl Health Ins/Dental				May 2022 RX statement - Cheryl Roach					
	Cheryl Roach Total:	85.20							
	Blue Cross Medicare Rx (P)	85.20							
Blue Cross Medicare Rx (PDP) 1489									
000067051780	3/24/2022	85.20	0.00	04/05/2022				No	0
01-01-6385 Retired Empl Health Ins/Dental				May 2022 RX statement - Suzanne Johnston					
	000067051780 Total:	85.20							
	Blue Cross Medicare Rx (P)	85.20							
Blue Cross MedicareRx (PDP) 9116									
*** Ken Olson	3/24/2022	99.50	0.00	04/05/2022				No	0
01-01-6385 Retired Empl Health Ins/Dental				May 2022 RX statement - Kenneth Olson					
	Ken Olson Total:	99.50							
	Blue Cross MedicareRx (P)	99.50							
Blue Cross MedicareRX (PDP) 1773									
000067190364	3/24/2022	85.20	0.00	04/05/2022				No	0
01-01-6385 Retired Empl Health Ins/Dental				May 2022 RX statement - Kenneth Jeffries					

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
3022153 Total:		1,559.00							
3022154 01-14-6338 Consulting Fees - Developers	3/24/2022	1,104.00	0.00	04/05/2022 ELP 55 plan review thru 3/6/22				No	0
3022154 Total:		1,104.00							
3022155 01-14-6338 Consulting Fees - Developers	3/24/2022	1,311.00	0.00	04/05/2022 Agile Development plan review thru 3/6/22				No	0
3022155 Total:		1,311.00							
Chamlin & Associates, Inc.		3,974.00							
Cintas First Aid & Safety 1497 5095492173	3/29/2022	20.77	0.00	04/05/2022 Triple Antibiotic Ointment/eye solution				No	0
01-05-6970 Oper Supplies and Tools									
5095492173 Total:		20.77							
Cintas First Aid & Safety T		20.77							
Comcast 9059 *** 8771010010003:	3/24/2022	156.85	0.00	04/05/2022 03/05/2022 - 04/04/2022				No	0
01-01-6760 Telephone/Internet									
877101001000399 Total:		156.85							
87710100100039b 01-03-6760 Telephone/Internet	3/24/2022	628.12	0.00	04/05/2022 03/05/2022 - 04/04/2022				No	0
87710100100039b Total:		628.12							
*** 8771010010003: 07-00-6760 Telephone/Internet	3/24/2022	168.67	0.00	04/05/2022 03/05/2022 - 04/04/2022				No	0

AP-To Be Paid Proof List (03/30/2022 - 1:14 PM)

*** means this invoice number is a duplicate.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	8005a Total:	283.50							
8024	3/24/2022	571.05	0.00	04/05/2022				No	0
01-03-6335	Prof Fees - Computer R&M				March 2022 Computer services				
	8024 Total:	571.05							
	DTW Inc Total:	854.55							
Dude Solutions Inc.									
1817									
INV-106337	3/23/2022	3,728.65	0.00	04/05/2022				No	0
01-05-6360	Dues Subscrp. & Memberships				Asset Essentials 5/1/2022 - 04/30/2023				
	INV-106337 Total:	3,728.65							
	Dude Solutions Inc. Total:	3,728.65							
Ecker, Leo									
1816									
03/14/2022	3/23/2022	1,230.00	0.00	04/05/2022				No	0
07-00-6640	Maint-Vehicles				Replace/service & repair White Yukon				
	03/14/2022 Total:	1,230.00							
	Ecker, Leo Total:	1,230.00							
Fisher Auto Parts Inc									
0139									
Feb. 2022 a	3/24/2022	102.47	0.00	04/05/2022				No	0
01-05-6970	Oper Supplies and Tools				Feb. 2022 statement				
	Feb. 2022 a Total:	102.47							
Feb. 2022 b	3/24/2022	37.01	0.00	04/05/2022				No	0
01-05-6640	Maint-Vehicles				Feb. 2022 statement				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	19810 Total:	43.20							
19879	3/23/2022	91.20	0.00	04/05/2022				No	0
01-01-6650	Notices/Legal Publications				Legal Notice - Plan for self storage units KAV Development				
	19879 Total:	91.20							
	G W Communications Tota	134.40							
Great Lakes Water & Safety Products									
108586									
USI-010622	3/23/2022	673.00	0.00	04/05/2022				No	0
01-03-6970	Oper Supplies and Tools				USI Level II concealable srmor carrier Araura-II-US12				
	USI-010622 Total:	673.00							
	Great Lakes Water & Safety	673.00							
Grundy Redi-Mix Company									
1755									
69668	3/25/2022	1,947.00	0.00	04/05/2022				No	0
01-05-6590	Maint-Streets				83PCCLS11				
	69668 Total:	1,947.00							
	Grundy Redi-Mix Compan	1,947.00							
Grundy Supply									
9082									
298088	3/29/2022	412.23	0.00	04/05/2022				No	0
01-02-6970	Oper Supplies and Tools				Urinal mats/toilet tissue/spoons/forks/cups				
	298088 Total:	412.23							
	Grundy Supply Total:	412.23							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Heritage FS, Inc. Total:		14,396.28							
Hiskes, Dillner, O'Donnell, Marovich & Lapp, LTD									
108570									
15186	3/23/2022	525.00	0.00	04/05/2022				No	0
01-03-6460 Legal Services				Adjucation 2/24/2022					
15186 Total:		525.00							
Hiskes, Dillner, O'Donnell,		525.00							
Hydra-Stop LLC									
9045									
278435	3/29/2022	204.37	0.00	04/05/2022				No	0
01-05-6970 Oper Supplies and Tools				oil/bushing/lever					
278435 Total:		204.37							
Hydra-Stop LLC Total:		204.37							
Illinois Public Risk Fund									
9125									
76413a	3/24/2022	7,561.17	0.00	04/05/2022				No	0
01-25-6690 W/Comp Ins				May 2022 WC					
76413a Total:		7,561.17							
Illinois Public Risk Fund T		7,561.17							
Illinois Truck Enforcement Assoc.,LTD									
1255									
C4371812-0001	3/23/2022	25.00	0.00	04/05/2022				No	0
01-03-6360 Dues Subscrp. & Memberships				ITEA Karl Jurgens					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Konica Minolta									
1233									
39569190a	3/24/2022	126.09	0.00	04/05/2022				No	0
01-01-7321				Leased Equipment Expense	General Corp Portion Lease	CH Copier Lease			
		<u>126.09</u>							
		39569190a Total:							
		126.09							
39569190b	3/24/2022	159.77	0.00	04/05/2022				No	0
01-03-7321				Leased Equipment Expense	WPD Portion Lease	WPD Copiers 2			
		<u>159.77</u>							
		39569190b Total:							
		159.77							
		<u>Konica Minolta Total:</u>							
		285.86							
Liberty Fire Equipment Inc									
0257									
94492	3/23/2022	140.00	0.00	04/05/2022				No	0
07-00-6510				Maintenance - Equipment	Service				
		<u>140.00</u>							
		94492 Total:							
		140.00							
		<u>Liberty Fire Equipment Inc</u>							
		140.00							
Midwest Paving Equipment, Inc.									
1570									
2221	3/23/2022	345.00	0.00	04/05/2022				No	0
01-05-6590				Maint-Streets	Soy Solv Biodegradable Asphalt Release Agent - 15 gal				
		<u>345.00</u>							
		2221 Total:							
		345.00							
		<u>Midwest Paving Equipmen</u>							
		345.00							
Montvidas, Michael									
108508									
1321	3/24/2022	240.00	0.00	04/05/2022				No	0
01-14-6337				Consulting Fee	VFW-557 W. Baltimore St. Inspections				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Police Chief's Assoc. of Will County									
1390									
2022 Membership	3/23/2022	150.00	0.00	04/05/2022				No	0
01-03-6360 Dues Subscrp. & Memberships				2022 Annual Membership Renewal Mitchell/Zink/Dole					
	2022 Membership Total:	150.00							
	Police Chief's Assoc. of Wi	150.00							
Pomp's Tire Service, Inc.									
1681									
0000000003	3/25/2022	-562.96	0.00	04/05/2022				No	0
01-03-6640 Maint-Vehicles				PM23339 / Credit					
	0000000003 Total:	-562.96							
0410929587	3/25/2022	856.94	0.00	04/05/2022				No	0
01-05-6640 Maint-Vehicles				6 Transforce AT2 tires					
	0410929587 Total:	856.94							
	Pomp's Tire Service, Inc. T	293.98							
Prairie Material Sales Inc									
0342									
890359418	3/24/2022	203.98	0.00	04/05/2022				No	0
01-05-6590 Maint-Streets				Stone					
	890359418 Total:	203.98							
	Prairie Material Sales Inc T	203.98							
Primary Care Physicians of Joliet, SC									
0344									
Joseph Mitchell	3/23/2022	205.00	0.00	04/05/2022				No	0
01-03-6380 Employee Health & Life Insurnc				Joseph Mitchell Empl Physical & Drug Screen per Contract					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Ruettiger Tonelli & Assoc									
0371									
0000242	3/9/2022	135.00	0.00	04/05/2022				No	0
01-14-6337 Consulting Fee				Jan.30, 2022 to March 5, 2022 General Consulting					
		<u>135.00</u>							
0000242 Total:		135.00							
		<u>135.00</u>							
Ruettiger Tonelli & Assoc T		135.00							
Seaton, Daniel									
108587									
Reimb./boots	3/24/2022	175.00	0.00	04/05/2022				No	0
01-05-7010 Uniforms & Accessories				Reimb. work boots					
		<u>175.00</u>							
Reimb./boots Total:		175.00							
		<u>175.00</u>							
Seaton, Daniel Total:		175.00							
Staples Advantage									
0405									
7351158221-0001	2/25/2022	68.99	0.00	04/05/2022				No	0
01-01-6960 Office Supplies				Brother Black toner					
		<u>68.99</u>							
7351158221-0001 Total:		68.99							
		<u>68.99</u>							
7351671491-0001	3/4/2022	315.56	0.00	04/05/2022				No	0
01-01-6960 Office Supplies				HP Ink /spoons					
		<u>315.56</u>							
7351671491-0001 Total:		315.56							
		<u>315.56</u>							
Staples Advantage Total:		384.55							
TA Operating, LLC									
1513									
1054	3/29/2022	12.50	0.00	04/05/2022				No	0
01-03-6970 Oper Supplies and Tools				03/23/22 scales					

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
4041 Total:		1,850.00							
Uni Max Management Cor		5,550.00							
Verizon Wireless 0455 9901184968a	3/24/2022	42.33	0.00	04/05/2022	Bldg Dept Wireless Telephone Allocation	Wireless Teleph		No	0
01-13-6760 Telephone/Internet									
9901184968a Total:		42.33							
9901184968b	3/24/2022	332.00	0.00	04/05/2022	ESDA Dept. Wireless Tele Allocation	Wireless Teleph		No	0
07-00-6760 Telephone/Internet									
9901184968b Total:		332.00							
9901184968c	3/24/2022	1,205.35	0.00	04/05/2022	Finance & Adm. Dept. Wireless Alloca	Wireless Teleph		No	0
01-01-6760 Telephone/Internet									
9901184968c Total:		1,205.35							
9901184968d	3/24/2022	945.18	0.00	04/05/2022	Police Dept. Wireless Svc Allocation	Wireless Teleph		No	0
01-03-6760 Telephone/Internet									
9901184968d Total:		945.18							
9901184968e	3/24/2022	330.57	0.00	04/05/2022	Public Works Dept. Wireless Allocation	Wireless Teleph		No	0
01-05-6760 Telephone/Internet									
9901184968e Total:		330.57							
Verizon Wireless Total:		2,855.43							
VSP of Illinois, NFP 108583 814681002a	3/24/2022	114.28	0.00	04/05/2022 April 2022				No	0
01-01-6380 Employee Health & Life Insurnc									

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
	Feb.2022a Total:	460.47							
Feb.2022b 01-05-6590 Maint-Streets	3/24/2022	18.99	0.00	04/05/2022 Public Works Dept. Purchase Allocation		Operating Suppl		No	0
	Feb.2022b Total:	18.99							
Feb.2022c 01-05-6570 Maint-Sidewalks	3/24/2022	17.99	0.00	04/05/2022 Public Works Dept. Purchase Allocation		Operating Suppl		No	0
	Feb.2022c Total:	17.99							
Jan.2022a 07-00-6970 Oper Supplies and Tools	3/24/2022	19.58	0.00	04/05/2022 ESDA				No	0
	Jan.2022a Total:	19.58							
Jan.2022b 01-03-6970 Oper Supplies and Tools	3/24/2022	97.14	0.00	04/05/2022 Police				No	0
	Jan.2022b Total:	97.14							
Jan.2022c 01-05-6970 Oper Supplies and Tools	3/24/2022	641.25	0.00	04/05/2022 Public Works				No	0
	Jan.2022c Total:	641.25							
Jan.2022d 01-05-6640 Maint-Vehicles	3/24/2022	12.99	0.00	04/05/2022 Public Works Dept. Purchase Allocation		Operating Suppl		No	0
	Jan.2022d Total:	12.99							
	Whitmore Investments Inc	1,268.41							
	Report Total:	117,266.45							

Accounts Payable

To Be Paid Proof List

User: Msurman
 Printed: 03/30/2022 - 10:30AM
 Batch: 00002.04.2022

City of Wilmington
 1165 S. Water St
 Wilmington, IL 60481
 815-476-2175



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
AAA Comfort Heating & Air									
1940									
95102	3/25/2022	195.00	0.00	04/05/2022				No	0
04-00-6670 Prof Fees - Other				808 County Road (Madl) Service Call (Ins. Claim)					
95102 Total:		195.00							
AAA Comfort Heating & Air									
95120	3/25/2022	2,249.00	0.00	04/05/2022				No	0
04-00-6670 Prof Fees - Other				808 County Road (Madl) Water Heater & Blower Motor (In					
95120 Total:		2,249.00							
AAA Comfort Heating & A		2,444.00							
Airy's Inc.									
108588									
26090	3/25/2022	9,829.58	0.00	04/05/2022				No	0
04-00-6670 Prof Fees - Other				Jet Sanitary Sewer Line on County Rd/East St.					
26090 Total:		9,829.58							
Airy's Inc. Total:		9,829.58							
Alarm Detection Systems, Inc.									
9048									
208364-1052	3/25/2022	186.90	0.00	04/05/2022				No	0
02-21-6530 Maintenance - Site Grnds/Bldg				April-June 2022 Qtr. Charges					

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
	April 2022s Total:	4,010.80							
April 2022w 02-21-6380 Employee Health & Life Insurnc	3/29/2022	6,367.66	0.00	04/05/2022 Water Health Ins		Health Ins		No	0
	April 2022w Total:	6,367.66							
	Blue Cross & Blue Shield o	10,378.46							
Chamlin & Associates, Inc.									
108574 3022151	3/25/2022	2,183.50	0.00	04/05/2022 WWTP Influent Flume thru March 6, 2022				No	0
	04-03-6390 Prof Fees - Engineering								
	3022151 Total:	2,183.50							
3022152	3/25/2022	6,236.00	0.00	04/05/2022 N.Island Lift Station Replacement thru March 6, 2022				No	0
	04-03-6390 Prof Fees - Engineering								
	3022152 Total:	6,236.00							
	Chamlin & Associates, Inc.	8,419.50							
Cintas First Aid & Safety									
1497 5095492137w	3/24/2022	12.10	0.00	04/05/2022 Medical Supplies				No	0
	02-21-6970 Oper Supplies and Tools								
	5095492137w Total:	12.10							
5099548914	3/24/2022	263.20	0.00	04/05/2022 Zoll AED ADULT PADS/batteries				No	0
	04-00-6970 Oper Supplies & Tool								
	5099548914 Total:	263.20							
	Cintas First Aid & Safety T	275.30							

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
61972985501 Total:		2,567.28 *							
Constellation New Energy,		21,544.97							
Core & Main LP 1689									
Q434140 02-21-6540 Maint-Distribution	3/25/2022	684.86	0.00	04/05/2022 LWR STM63 & UPR VLV Plate				No	0
Q434140 Total:		684.86 *							
Q434166 02-21-6540 Maint-Distribution	3/25/2022	23.38	0.00	04/05/2022 A-85 Weather Seal				No	0
Q434166 Total:		23.38 *							
Q434176 02-21-6540 Maint-Distribution	3/25/2022	1,097.28	0.00	04/05/2022 Mueller hyd rep kit & main valve rep kit				No	0
Q434176 Total:		1,097.28 *							
Core & Main LP Total:		1,805.52							
Cummins N Power LLC 0102									
F2-25684 04-00-6510 Maintenance - Equipment	3/24/2022	495.00 *	0.00	04/05/2022 Caterpillar Genset Maint				No	0
F2-25684 Total:		495.00							
Cummins N Power LLC To		495.00							
DTW Inc 0117									
8005w 02-21-6335 Prof Fees - Computer R&M	3/24/2022	167.98 *	0.00	04/05/2022 March 2022 statement				No	0

AP-To Be Paid Proof List (03/30/2022 - 10:30 AM)

*** means this invoice number is a duplicate.

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
April 2022s Total:		58.37							
April 2022w 02-21-6380 Employee Health & Life Insuranc	3/29/2022	76.30	0.00	04/05/2022 Water Dept. Life Ins. Allocation		Employee Life		No	0
April 2022w Total:		76.30							
Fort Dearborn Life Insuran		134.67							
G W Communications									
0144 00019887	3/29/2022	74.40	0.00	04/05/2022 Water Reclamation plant work - bids				No	0
04-00-6650 Notices/Legal Publications									
00019887 Total:		74.40							
G W Communications Tota		74.40							
Hawkins, Inc.									
1784 6136795	3/24/2022	2,791.12	0.00	04/05/2022 Hydrofluosilicic Acid,LPC-31, Chlorine				No	0
02-21-7030 Water Treatment Chemicals									
6136795 Total:		2,791.12							
6139696	3/24/2022	2,961.21	0.00	04/05/2022 Magnafloc, Ammonia Anhydrous				No	0
02-21-7030 Water Treatment Chemicals									
6139696 Total:		2,961.21							
Hawkins, Inc. Total:		5,752.33							
Heritage FS, Inc.									
0177 *** 64007483/..768t	3/24/2022	369.15	0.00	04/05/2022 Diesel				No	0
04-00-6930 Gasoline & Oil									

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
#19 L17-3276 i 02-21-7934 Wtr IEPA Loan#1 Interest	3/25/2022	1,749.99 *	0.00	04/05/2022 Water Revolving-Drinking Water Project L17-3276				No	0
#19 L17-3276 i Total:		1,749.99							
Illinois Enviromental Prote		34,640.13							
Illinois Public Risk Fund 9125 76413s	3/24/2022	1,488.51	0.00	04/05/2022 May 2022 WC				No	0
04-00-6690 W/Comp Ins									
76413s Total:		1,488.51							
76413w 02-21-6690 W/Comp Ins	3/24/2022	1,644.32	0.00	04/05/2022 May 2022 WC				No	0
76413w Total:		1,644.32							
Illinois Public Risk Fund T		3,132.83 *							
Jack Henry & Associates, Inc. 9102 3915772s	3/24/2022	49.30	0.00	04/05/2022 Software Maintenance				No	0
04-00-6335 Prof Fees - Computer R&M									
3915772s Total:		49.30							
3915772w 02-21-6335 Prof Fees - Computer R&M	3/24/2022	49.30	0.00	04/05/2022 Software Maintenance				No	0
3915772w Total:		49.30							
Jack Henry & Associates, I		98.60 *							

Konica Minolta
1233

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
04-00-6810 Utilities - Electric & Gas				Sewer Acct.#31-43-07-6526 8					
Monthlysew Total:		239.73							
Monthlysewer	3/24/2022	398.43	0.00	04/05/2022				No	0
04-00-6810 Utilities - Electric & Gas				Sewer Acct.#99-37-72-17569					
Monthlysewer Total:		398.43							
Nicor Total:		992.84							
Nicor 0507 *** Monthly	3/24/2022	0.01	0.00	04/05/2022				No	0
02-21-6810 Utilities				Water Plant Gas Utility Allocation		Utility Gas			
Monthly Total:		0.01							
Nicor Total:		0.01							
Sebis Direct, Inc. 1920 37376s	3/24/2022	237.43	0.00	04/05/2022				No	0
04-00-6674 Prof Fees - Printing & Duplica				Feb. 2022 utility billing					
37376s Total:		237.43							
37376w	3/24/2022	237.43	0.00	04/05/2022				No	0
02-21-6674 Prof Fees - Printing & Duplica				Feb. 2022 utility billing					
37376w Total:		237.43							
Sebis Direct, Inc. Total:		474.86							
SERVPRO 1124 2223	3/25/2022	4,287.65	0.00	04/05/2022				No	0

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
		<u>891540 Total:</u>							
		534.95							
891752	3/24/2022	736.89	0.00	04/05/2022				No	0
02-21-6610				ASCO Solenoid Valves 120 VAC					
		<u>891752 Total:</u>							
		736.89							
899702	3/24/2022	135.64	0.00	04/05/2022				No	0
04-00-6970				LMI Multifunction Valve-Retrofit kit 150 psi					
		<u>899702 Total:</u>							
		135.64							
906359	3/24/2022	236.15	0.00	04/05/2022				No	0
02-21-6610				ASCO Solenoid Valve 120 VAC					
		<u>906359 Total:</u>							
		236.15							
907899	3/24/2022	51.39	0.00	04/05/2022				No	0
02-21-7030				Potassium Hydroxide					
		<u>907899 Total:</u>							
		51.39							
914996	3/24/2022	1,955.97	0.00	04/05/2022				No	0
04-00-6985				Phosphate/ammonia/TNT/					
		<u>914996 Total:</u>							
		1,955.97							
		<u>USA Blue Book Total:</u>							
		3,650.99							
Utility Pipe Sales Company, Inc. 1864 EV080960	3/24/2022	96.00	0.00	04/05/2022				No	0
02-17-6620				3/4" Poly meter washer (200)					
		<u>EV080960 Total:</u>							
		96.00							
Utility Pipe Sales Compan		<u>96.00</u>							

Verizon Wireless

AP-To Be Paid Proof List (03/30/2022 - 10:30 AM)

*** means this invoice number is a duplicate.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
0472									
Feb. 2022se	3/24/2022	90.95	0.00	04/05/2022				No	0
04-00-6970 Oper Supplies & Tool				sewer					
	Feb. 2022se Total:	90.95 •							
Feb. 2022w	3/24/2022	714.27	0.00	04/05/2022				No	0
02-21-6970 Oper Supplies and Tools				water					
	Feb. 2022w Total:	714.27 •							
Feb.2022s	3/24/2022	22.58 •	0.00	04/05/2022				No	0
04-00-6530 Maintenance - Grounds/Building				sewer					
	Feb.2022s Total:	22.58							
Jan.2022s	3/24/2022	81.14	0.00	04/05/2022				No	0
04-00-6970 Oper Supplies & Tool				sewer					
	Jan.2022s Total:	81.14 •							
Jan.2022se	3/24/2022	44.90 •	0.00	04/05/2022				No	0
04-00-6560 Maintenance Sewers Collection				Sewer Dept/					
	Jan.2022se Total:	44.90							
Jan.2022w	3/24/2022	381.65	0.00	04/05/2022				No	0
02-21-6970 Oper Supplies and Tools				Water Dept. Operating Supplies Purchases		Oper Supplies			
	Jan.2022w Total:	381.65 •							
Jan.2022wa	3/24/2022	830.78 •	0.00	04/05/2022				No	0
02-21-6930 Gasoline & Oil				Water					
	Jan.2022wa Total:	830.78							
	Whitmore Investments Inc	2,166.27							

**MAD BOMBER
FIREWORKS PRODUCTIONS
AGREEMENT**

This contract entered into this 14th day of MARCH, 2022 by and between Mad Bomber Fireworks Productions of Kingsbury, Indiana hereinafter to as Seller, and CITY OF WILMINGTON 1165 So. Water Street WILMINGTON, IL Herein after referred to as Buyer, of: CITY OF WILMINGTON State Illinois 60481

Witness: Seller agrees to provide and Buyer agrees to purchase certain Fireworks Display in accordance with the Program. Buyer will pay Seller a sum of \$11,500 for said Display. Upon acceptance of this agreement Buyer will not pay Seller a sum of (waived) as an Earnest Money Deposit with the Balance due and payable within 30 days after the display date agreed upon. A late charge of 1½% per month will be assessed on accounts not paid within thirty days of display date. Buyer agrees to pay any and all collection costs, including reasonable attorney's fees and court cost incurred by Seller in the collection or attempted collection of any amount due under this agreement and invoice.

Both Seller and Buyer mutually agree to the following terms, conditions, and stipulations:

1. Seller will present said Fireworks Display on the evening of the First day of JULY, 2022, it being understood that should there be inclement weather the day of the display the Seller has sole discretion to cancel display. An alternate display date will be given within six months of the original Display Date agreeable to both the Seller and Buyer.
2. The Fee for cancellation for any reason of the Fireworks Display is 40% of the agreement price if Buyer chooses to not select another Display Date within six months of the original Display Date.
3. Buyer will provide a sufficient area for the Display, including a minimum spectator set back of 210' feet at all points from the discharge area. Buyer will provide protection of the display by roping-off or other suitable means. Buyer will provide adequate police protection to prevent spectators from entering display area. Buyer agrees to search the fallout area at first light following a night display.
4. Seller reserves the right to terminate the Display in the event that persons enter the secured Danger Zone and Security is unable to secure the Danger Zone.
5. Seller agrees to provide Qualified Technicians to take charge of and present said Display.
6. Seller agrees to provide Liability Insurance in the amount of \$10,000,000.00 for the benefit of both the Buyer and Seller All individual entities listed on the Certificate of Insurance will be deemed and additional insured per this contract..
7. Mad Bomber Firework Productions retains the right to substitute product of equal or greater value in the event of shortage. or unavailability of any particular item on the proposal.
8. Seller and Buyer agree to include Attachments, if any. See Attachments Manually Fired Display _____ Display price does not include local fire protection permit fees. RAIN DATE: _____ 2022.

Both Seller and Buyer hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

MAD BOMBER FIREWORKS PRODUCTIONS

By 
Sr. Vice President

Date 03/14/2022

BUYER

By _____
(is duly authorized agent, who represents that he/she has full authority to bind the Buyer)

Date _____

MAD BOMBER

FIREWORKS PRODUCTIONS

3999 E. HUPP ROAD BLDG. R-3-1 LAPORTE, IN 46350
11N485 HUNTER TRAIL * ELGIN, IL 60124 * (847) 464-1442 Fax (847) 464-1388

THIS SPECIALLY PREPARED PROPOSAL
IS FOR THE

CITY OF WILMINGTON

Annual INDEPENDENCE DAY Celebration
WILMINGTON, ILLINOIS

FRIDAY JULY 1st, 2022

Only the finest selection of assorted types of display fireworks have been submitted in this proposal, with an EMPHASIS on Multiple Break, and Special Effect Display Barrages. Plus a complete line on oriental & imported pattern products from China, Japan, and Taiwan. Also included are the latest brilliant Colored Effects from the leading manufactures in the United States.

TOTAL PRICE \$11,500.00
INCLUDES THE FOLLOWING:

20 – Minutes of Intense Presentation

Ten Million Dollars Liability Insurance.

Same Local Crew of Experienced, Licensed Pyrotechnic Operators to Deliver, Set-up, and Execute the entire Display Production.

Clean-up of the firing area immediately following the display.

Crew of operators covered under Workman's Compensation.

D.O.T. Certified drivers with Five Million Dollars road liability.

Rain dated at NO extra charge during 2022 year.

Choreographed Display Production.

MAD BOMBER
FIREWORKS PRODUCTIONS

CITY OF WILMINGTON
PYRO DAZZLER!

FRIDAY JULY 1st, 2022

The Grand Opening of the Display!

150 shot – Floral Bouquet Break Barrage

200 shot – Spinning Silver Tourbillions

48 shot – Thundering Kingdom Burst Barrage

50 shot – Star Spangled Banner Barrage

36 – 2.5 inch Red/White & Blue Peonies

12 – 3 inch Strobing Ring Pattern Shells

12 – 3 inch Titanium Flash Bomb Salutes

12 – 3 inch Silver Coconut Palm Trees w/Tails

3 – 3 inch Purple to Emerald Peony shells

3 – 3 inch Brocade Crown Chrysanthemums

3 – 3 inch Gold Shimmering Chrysanthemums

3 – 3 inch Majestic Crown Chandelier Shells

MAD BOMBER

FIREWORKS PRODUCTIONS

CITY OF WILMINGTON BARRAGE SEGMENTS

SPECIAL EFFECTS - BARRAGE BOXES - CAKES

These Multiple Shot Breaks will be shot throughout the Main Body of Display.

150 shot – Red, White, and Blue Whistling (angle cakes)

200 shot – Floral Cyclic Cauldron Barrage (angled)(**new**)

180 shot – Red Stars to Reports to Whistles w/Blue Tails

300 shot – Whistling Tourbillions w/Red & Blue Mines to Reports

48 shot – 2.5" Crackling Golden Brocade Floral Arrangements

124 shot – Mixed "Z" Floral Bouquet & Reports Spread

360 shot – Crackling Rattlesnakes Barrage (**new**)

200 shot – Extra Large Brocade Waterfall Mine Fan (**new**)

144 shot – Screaming Eagles at Night Barrage

150 shot – Multiple Break Titanium Salute Reports

120 Shot – Three-Timed Screamer Delight w/Hvy. Rpts. (**new**)

Randomly shot through out the display

Spread patterns shot at the same time...

Featuring our **FULL SPREAD "V" and "Z" FORMATIONS**

AWESOME!

MAD BOMBER

FIREWORKS PRODUCTIONS

THE GRAND FINALE !

150 shot - Spinning Silver Tourbillions

120 shot - Red White & Blue Peonies

36 – 2 ½ inch Flash Salutes w/Tails

60 – 3 inch Multi-Colored Peonies

60 – 3 inch Mix Chrysanthemums

48 – 3 inch Special Effect Patterns
TOURBILLIONS,SERPENTS,WHISTLES,TIGER TAILS

48 – 3 inch Coconut Palms w/tails

36 – 3 inch Titanium Salutes w/tails

3 – 3 inch Gold Brocade Chrysanthemums

3 – 3 inch Red White & Blue Peony shells

3 - 3 inch Golden Coconut Palm Tree shells

3 – 3 inch Silver to Blue to Red Peony shells

3 – 3 inch Crackling Golden Kamuro shells

3 – 3 inch Brilliant Green to Gold Chrysanthemums

The Audience will know the show is over!

**MAD BOMBER
FIREWORKS PRODUCTIONS
AGREEMENT**

This contract entered into this 14th day of MARCH, 2022 by and between Mad Bomber Fireworks Productions of Kingsbury, Indiana hereinafter to as Seller, and CITY OF WILMINGTON CATFISH DAYS 1165 So. Water St. WILMINGTON, IL Herein after referred to as Buyer, of: WILMINGTON CATFISH DAYS c/o Marty Orr State Illinois 60481

Witness: Seller agrees to provide and Buyer agrees to purchase certain Fireworks Display in accordance with the Program. Buyer will pay Seller a sum of \$5,500 for said Display. Upon acceptance of this agreement Buyer will not pay Seller a sum of (waived) as an Earnest Money Deposit with the Balance due and payable within 30 days after the display date agreed upon. A late charge of 1½% per month will be assessed on accounts not paid within thirty days of display date. Buyer agrees to pay any and all collection costs, including reasonable attorney's fees and court cost incurred by Seller in the collection or attempted collection of any amount due under this agreement and invoice.

Both Seller and Buyer mutually agree to the following terms, conditions, and stipulations:

1. Seller will present said Fireworks Display on the evening of the 22nd day of JULY, 2022, it being understood that should there be inclement weather the day of the display the Seller has sole discretion to cancel display. An alternate display date will be given within six months of the original Display Date agreeable to both the Seller and Buyer.
2. The Fee for cancellation for any reason of the Fireworks Display is 40% of the agreement price if Buyer chooses to not select another Display Date within six months of the original Display Date.
3. Buyer will provide a sufficient area for the Display, including a minimum spectator set back of 210' feet at all points from the discharge area. Buyer will provide protection of the display by roping-off or other suitable means. Buyer will provide adequate police protection to prevent spectators from entering display area. Buyer agrees to search the fallout area at first light following a night display.
4. Seller reserves the right to terminate the Display in the event that persons enter the secured Danger Zone and Security is unable to secure the Danger Zone.
5. Seller agrees to provide Qualified Technicians to take charge of and present said Display.
6. Seller agrees to provide Liability Insurance in the amount of \$10,000,000.00 for the benefit of both the Buyer and Seller All individual entities listed on the Certificate of Insurance will be deemed and additional insured per this contract..
7. Mad Bomber Firework Productions retains the right to substitute product of equal or greater value in the event of shortage. or unavailability of any particular item on the proposal.
8. Seller and Buyer agree to include Attachments, if any. See Attachments Manually Fired Display _____ Display price does not include local fire protection permit fees. RAIN DATE: _____ 2022.

Both Seller and Buyer hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

MAD BOMBER FIREWORKS PRODUCTIONS

By 
Sr. Vice President

Date 03/14/2022

BUYER

By _____
(is duly authorized agent, who represents that he/she has full authority to bind the Buyer)

Date _____

MAD BOMBER

FIREWORKS PRODUCTIONS

3999 E. HUPP ROAD BLDG. R-3-1 LAPORTE, IN 46350
11N485 HUNTER TRAIL * ELGIN, IL 60124 * (847) 464-1442 Fax (847) 464-1388

THIS SPECIALLY PREPARED PROPOSAL
IS FOR THE

CITY OF WILMINGTON

Annual CATFISH DAYS Celebration

WILMINGTON, ILLINOIS

FRIDAY JULY 22nd, 2022

Only the finest selection of assorted types of display fireworks have been submitted in this proposal, with an EMPHASIS on Multiple Break, and Special Effect Display Barrages. Plus a complete line on oriental & imported pattern products from China, Japan, and Taiwan. Also included are the latest brilliant Colored Effects from the leading manufactures in the United States.

TOTAL PRICE \$5,500.00
INCLUDES THE FOLLOWING:

10 – Minutes of Intense Presentation

Ten Million Dollars Liability Insurance.

Same Local Crew of Experienced, Licensed Pyrotechnic Operators to Deliver, Set-up, and Execute the entire Display Production.

Clean-up of the firing area immediately following the display.

Crew of operators covered under Workman's Compensation.

D.O.T. Certified drivers with Five Million Dollars road liability.

Rain dated at NO extra charge during 2022 year.

Choreographed Display Production.
