

CITY OF LINCOLN
REGULAR CITY COUNCIL MEETING
AGENDA
MARCH 18, 2019
CITY HALL COUNCIL CHAMBERS
7:00 pm

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Public Participation**

5. **Consent Agenda by Omnibus Vote**

All items under the Consent Agenda are considered to be routine in nature and/or non-controversial and will be approved by one motion. If any one wishes to have a separate vote on any item, it will be pulled from the Consent Agenda and voted on separately.

A. Payment of Bills

B. Approval of minutes March 4, 2019 Regular City Council Meeting

6. **Ordinance and Resolution**

7. A. Resolution recognizing March 21, 2019 as World Down Syndrome Day in the City of Lincoln

B. Ordinance amending Section 3-5-1,2,3,4, and 5 of the City Code pertaining to tobacco products

C. Resolution creating the Lincoln Route 66 Centennial Commission

D. Resolution for the approval of special use permit at 616 Woodlawn Road, Suite B

8. **Bids**

9. **Reports**

A. City Treasurer Report for February, 2019

B. City Clerks Report for February, 2019

C. Department Head Reports for February, 2019

10. **New Business/Communications**

A. Approval of development agreement between Abraham Lincoln Memorial Hospital and the City of Lincoln for the extension of Stahlhut Drive to Taylor Court at a cost not to exceed \$1,300,000.00

B. Approval of the termination of the ETSB Intergovernmental Agreement between Logan County and the City of Lincoln, Effective September 5, 2019

C. Approval of tentative Racing Schedule for 2019 at Lincoln Speedway

D. Approval of the Fifth Street Road Project Intergovernmental Agreement between Logan County and the City of Lincoln

E. Approval of request from Railsplitter Car Club to close various City Streets for Cruise-Ins from 5:00 p.m. until 8:00 p.m. on Saturday, May 25, 2019, June 22, 2019, July 27, 2019 and September 28, 2019

F. Approval of agreement for Construction Phase Services for the Union Street Pump Station between CMT and the City of Lincoln

G. Approval of agreement for Construction Services for the CSO Treatment Facility between CMT and the City of Lincoln

H. Approval of contract between Veolia Water Contract Services, USA, LLC, and the City of Lincoln for Operation, Maintenance and Management Services for the Sewer Plant and Collection System for the period beginning May 1, 2019 and ending April 30, 2022

I. Advise and consent to the appointment of City Administrator Elizabeth Kavelman to the City Liquor Commission

11. **Announcements**

12. **Possible Executive Session**

13. **Adjournment**

We welcome the participation of persons with disabilities at all City of Lincoln meetings. If auxiliary aid or service is required for most effective participation and communication, please notify the City Clerk's Office at 217-735-2815 or cityclerk@lincolnil.gov no later than 48 hours prior to the meeting time.

REGULAR CITY COUNCIL MEETING
Lincoln City Hall, Council Chambers
700 Broadway Street | Lincoln, Illinois

Monday, March 4, 2019

The Regular Meeting of the City Council of Lincoln was called to order by Mayor Seth Goodman at 7:01 p.m., with proper notice given. City Clerk Peggy Bateman called roll.

Present:

Alderman Steve Parrott
Alderman Tracy Welch
Alderman Ron Fleshman
Alderwoman Michelle Bauer
Alderman Ron Keller
Alderman Jeff Hoinacki
Alderman Dayne Dalpoas

Staff Present:

City Administrator Elizabeth Kavelman
City Clerk Peggy Bateman
Treasurer Chuck Conzo
Assistant Fire Chief Paul Dunovsky
Police Chief Paul Adams
Building and Safety Officer Wes Woodhall
Streets Superintendent Walt Landers
Shawn Wright, Veolia Project Manager

Absent:

Alderwoman Heidi Browne
City Attorney John Hoblit

Presiding:

Mayor Seth Goodman

Moment of Silence:

The meeting began with a moment of silence in recognition of the passing of local historian, author, and humble public servant, Mr. Paul Beaver. The Pledge of Allegiance followed.

Public Comment:

Mayor Goodman called upon citizens registered to speak, there being none, he moved to the Consent Agenda.

Consent Agenda by Omnibus Vote:

A. Payment of Bills

B. Approval of minutes February 19, 2019 Regular City Council Meeting, February 26, 2019 Committee Of The Whole Meeting

Alderman Keller made a motion to approve, seconded by Alderman Welch. Mayor Goodman called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (7) Alderman Steve Parrott, Alderman Tracy Welch, Alderman Ron Fleshman, Alderwoman Michelle Bauer, Alderman Ron Keller, Alderman Jeff Hoinacki, Alderman Dayne Dalpoas

Nays: None

Absent: (1) Alderwoman Heidi Browne

Mayor Goodman moved to other items on the agenda.

New Business/Communications:

A. Request from the Lincoln BBQ Committee to permit the closing of various streets from Thursday, May 30, 2019 at 4 p.m. through Sunday, June 2, 2019 at 6 p.m. for the Lincoln Pigs & Swigs Festival

Alderman Hoinacki made a motion to approve, seconded by Alderman Dalpoas. Alderwoman Bauer made comment about the 6 p.m. timeframe, however, over the past several years, during teardown, the group still occupied the space through noon on the Sunday after the event.

Mr. Chris Graue talked about leaving Broadway Street open Thursday evening, he did not have a problem with this, however, the corner across from the old Heartland Community College, plus the area that butts up to the courthouse—would need to be closed, in order to setup for DockDogs®. Streets Superintendent Walt Landers did not see any issue with this. Mr. Landers just said that the city would need to close down the eastbound street . . . Mr. Graue continued saying from the crosswalk to the corner, from Thursday, all night into the weekend would—that particular area would need to be closed. He said shop owners do not want to lose their traffic during the nighttime hours on Thursday night.

Alderman Keller thanked him for making accommodations to keep the street open. He said Sorrento's appreciated that the group was open to taking their business into consideration. Mayor Goodman called for further discussion, with the council in agreement, about the considerations for downtown business owners, City Clerk Bateman called roll.

Yeas: (6) Alderman Steve Parrott, Alderman Tracy Welch, Alderman Ron Fleshman, Alderman Ron Keller, Alderman Jeff Hoinacki, Alderman Dayne Dalpoas

Nays: None

Abstain: (1) Alderwoman Michelle Bauer

Absent: (1) Alderwoman Heidi Browne

Mayor Goodman moved to other items on the agenda.

B. Approval of payment to By Design Landscaping/Jason Mauhar for landscaping at the new Lincoln Police Station garage in an amount not to exceed \$17,650

Alderwoman Bauer made a motion to approve, seconded by Alderman Welch. Alderman Parrott asked who would be responsible for the upkeep. Maybe once a year, someone would need to clean up the

shrubs, according to Police Chief Paul Adams. He said it should be very low maintenance. He said there would be more problems with the shrubs in front, vs. the back, City Administrator Elizabeth Kavelman asked Chief Adams if this would be the last of the work needed on the property. Chief Adams said it should be the last. Mayor Goodman called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (7) Alderman Steve Parrott, Alderman Tracy Welch, Alderman Ron Fleshman, Alderwoman Michelle Bauer, Alderman Ron Keller, Alderwoman Heidi Browne, Alderman Jeff Hoinacki, Alderman Dayne Dalpoas

Nays: None

Absent: (1) Alderwoman Heidi Browne

Mayor Goodman moved to other items on the agenda.

Announcements:

Mayor Goodman asked if anyone had any announcements.

- None
-

Adjournment:

There being no further business to come before the City Council of Lincoln, Alderwoman Bauer motioned to adjourn, seconded by Alderman Welch. Mayor Goodman adjourned the meeting at 7:09 p.m.

Respectfully Submitted By:

Alex Williams, Recording Secretary

RESOLUTION NO. 2019 - ____

WHEREAS, it has come to the attention of the City Council of the City of Lincoln that World Down Syndrome Day is celebrated throughout the world on March 21, 2019; and

WHEREAS, the theme for 2019 is "Leave No One Behind."; and

WHEREAS, through the years, the Down Syndrome International organization throughout the world educates many millions of people; and

WHEREAS, the organization has provided valuable and enriching opportunities for people with Down syndrome and has prepared this population to live and learn in an ever-changing and diverse world.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Lincoln that we recognize the sacrifices of parents, grandparents and additional family members of people with Down syndrome and recognize the outstanding commitment of special education teachers, daycare workers, therapists, doctors and other care providers who provide outstanding care, developmental and educational opportunities in Lincoln and throughout Illinois, the United States and the world; and be it further

RESOLVED, that a suitable copy of this resolution be presented to Down Syndrome International in the United Kingdom, on behalf of the educators, care providers and parents who support Down syndrome in this city, with our best wishes.

Adopted this 18th day of March, 2019.

Peggy Bateman, City Clerk
Lincoln, Illinois USA

Seth A. Goodman, Mayor
Lincoln, Illinois USA

ORDINANCE NO. _____
AN ORDINANCE AMENDING TITLE 3 SECTION 15 OF
THE LINCOLN CITY CODE

THIS ORDINANCE is made and adopted by the CITY COUNCIL OF THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, at a regular meeting held in the City Council Chambers in said City on the ____ day of _____, 2019, WITNESSETH:

WHEREAS, the CITY OF LINCOLN is a municipal corporation located in Logan County, Illinois; and

WHEREAS, the CITY OF LINCOLN acknowledges that State Statute has been amended to govern the sale, distribution, and possession of alternative nicotine products; and

WHEREAS, the CITY OF LINCOLN has found it concerning the use of e-cigarettes and vape pens can be used smoke nicotine products or other elicit substances; and

WHEREAS, the CITY OF LINCOLN that it is the best interest of local health, safety, and morality that children under the age of 18 do not possess these products and thereby potentially circumnavigate state law; and

WHEREAS, additionally the CITY OF LINCOLN believes further regulations need to be enacted regarding how tobacco and alternative tobacco products are displayed, along with how businesses verify customers are of the appropriate age;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the CITY COUNCIL OF THE CITY OF LINCOLN, as follows:

1. The City of Lincoln will amend Title III Chapter 15 Part 1 of the Lincoln City Code including alternative nicotine products along with tobacco, establish systems for verifying proper age, state alternative tobacco products shall be in a minor's possession, and stipulations regarding display of these products (See below Exhibit).
2. The City of Lincoln will amend Title III Chapter 15 Part 2 of the Lincoln City Code to include the definition of alternative nicotine product along with amending what is determined to be 'uses' (See below Exhibit).

3. The City of Lincoln will amend Title III Chapter 15 Part 3 of the Lincoln City Code to include alternative nicotine product (See below Exhibit).

4. The City of Lincoln will amend Title III Chapter 15 Part 4 of the Lincoln City Code to refer to the appropriate subsection (Seed below Exhibit)

5. The City of Lincoln acknowledges there is a Title III, Chapter 15 Part 5 of the Lincoln City Code but desires to not change it at this time.

6. Effective Date. That this Ordinance is effective immediately upon passage of the same.

The vote on the adoption of his Resolution was as follows:

Alderman Parrott	_____	Alderman Keller	_____
Alderwoman Bauer	_____	Alderman Welch	_____
Alderman Hoinacki	_____	Alderwoman Browne	_____
Alderman Fleshman	_____	Alderman Dalpoas	_____

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

Passed and approved this ___ day of _____, 2019.

CITY OF LINCOLN,

BY: _____

Seth Goodman, Mayor
City of Lincoln, Logan County, Illinois

ATTEST: _____ (SEAL)

City Clerk, City of Lincoln,
Logan County, Illinois

EXHIBIT A

3-15-1: SALE, USE AND POSSESSION OF TOBACCO PRODUCTS AND ALTERNATIVE NICOTINE PRODUCTS:

- (A) Providing Tobacco Products and Alternative Nicotine Products To a Minor: It shall be unlawful for any person, whether acting individually, or as an owner, officer, employee or agent of, or on behalf of, any person to sell, buy for, distribute samples of, furnish, exchange or give away any tobacco or alternative nicotine products in any form to any individual under the age of eighteen (18) years.
- (B) Before selling, offering for sale, giving, or furnishing tobacco or alternative nicotine products, or any cartridge or component of tobacco or alternative nicotine products, to another person, the person selling, offering for sale, giving, or furnishing the products shall verify that the person is at least 18 years of age by:
- (1) examining from any person that appears to be under 27 years of age a government-issued photographic identification that establishes the person is at least 18 years of age or
 - (2) for sales made through the internet or other remote sales methods, performing an age verification through an independent, third-party age verification service that compares information available from public records to the personal information entered by the person during the ordering process that establishes the person is 18 years of age or older.
- (C) Possession of Tobacco Products and Alternative Nicotine Products By A Minor: No Individual under the age of eighteen (18) years of age shall have in his or her possession or use any tobacco product or alternative nicotine product in any of its forms. It shall not be a violation of this section for any such person to have in his or her possession or use of any tobacco products or alternative nicotine products while in the presence of his or her parents or legal guardian, or in the performance of a religious ceremony.
- (D) Tobacco product displays: All single packs of cigarettes and alternative nicotine products must be sold from behind the counter or in an age restricted area or in a sealed display case. Any other tobacco products must be sold in line of sight.

The restriction described in this Section do not apply to a retail tobacco store that (i) derives at least a majority of its revenue from tobacco and tobacco related products; (ii) does not permit persons under the age of 18 to enter the premises unless accompanied by a parent or legal guardian; and (iii) posts a sign on the main entrance way stating that persons under the age of 18 are prohibited from entering unless accompanied by a parent or legal guardian.

3-15-2: DEFINITIONS:

The following definitions shall apply to the interpretation and enforcement of this chapter:

POSSESSION: To knowingly have upon one's person or to have in close physical proximity.

TOBACCO PRODUCTS: Cigarettes, cigars, any smokeless tobacco, which means tobacco in any form which is suitable for dipping or chewing, or tobacco in any form.

ALTERNATIVE NICOTINE PRODUCTS: Product or device, such as a "e-cig", "vapes" or other device not consisting of or containing tobacco that provides for the ingestion into the body of nicotine, whether by chewing, smoking, absorbing, dissolving, inhaling, snorting, sniffing, or by any other means. "Alternative nicotine product" excludes cigarettes, smokeless tobacco or other tobacco products as these terms are defined in this section. Any product approved by the United States Food and Drug Administration as a non-tobacco product for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose.

USE: Chewing, smoking, absorbing, dissolving, inhaling, snorting, sniffing, or by any other means.

3-15-3: PENALTY:

- (A) **Providing Tobacco Products or Alternative Nicotine Products To A Minor:** A violation of subsection 3-15-1(A) of this chapter is a petty offense and shall be punishable by a fine not to exceed fifty dollars (\$50.00) for a first offense and a fine not to exceed four hundred dollars (\$400.00) for a second or any subsequent offense.
- (B) **Possession of Tobacco Products or Alternative Nicotine Products By A Minor:** A violation of subsection 3-15-1(C) of this chapter is a petty offense and may be punishable by a fine not to exceed twenty five dollars (\$25.00) for a first or second offense and a fine not to exceed one hundred dollars (\$100.00) for a third or subsequent offense. In addition to or in lieu of a fine or any other penalty assessed upon a finding of guilt, admission of guilt or admission of the commission of a first offense, the court, city attorney or city juvenile officer may require the minor, as a final disposition, to participate in a tobacco education awareness program established by the city and modified in such manner as the administrators of such program may decide. However, any non-fine disposition must be subsequently completed by the offender as deemed appropriate by the

city attorney or a court of competent jurisdiction, or a fine shall be assessed pursuant to this subsection.

- (C) **Special Fund:** One-half (1/2) of all fines and penalties received under subsections (A) and (B) of this section shall be placed in a special fund. The fund shall be used as directed by the city council from time to time for the prevention of tobacco and tobacco abuse by minors and others within the city. The remaining one-half (1/2) of said monies shall be deposited in the city's police fund.

3-15-4: ENFORCEMENT:

The observation of a violation of subsection 3-15-1(C) of this chapter shall not constitute the sole reason for law enforcement authorities to stop a motor vehicle in which an alleged offender is a driver or passenger.

RESOLUTION

THIS RESOLUTION is made and adopted by the CITY COUNCIL OF THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, at a regular meeting held in the City Council Chambers in said City on the ____ day of _____, 2019, WITNESSETH:

WHEREAS, the CITY COUNCIL OF THE CITY OF LINCOLN, ILLINOIS understands that Route 66 Centennial is approaching in 2026, and to help celebrate this the State of Illinois passed on July 31, 2018 a bill which creates the Illinois Route 66 Centennial Commission; and

WHEREAS, the CITY COUNCIL OF THE CITY OF LINCOLN, ILLINOIS desires to create a Lincoln Route 66 Centennial Commission in order to develop a plan to highlight and celebrate Route 66 with various events along with promoting local attractions as well as others along Route 66; and,

WHEREAS, by forming a Lincoln Route 66 Centennial Commission it will be easier to coordinate with State and federal versions of the commission, increase awareness of local Route 66 attractions, stimulate the local economy, and potentially acquire new attractions through grant funding; and

WHEREAS, the CITY COUNCIL OF THE CITY OF LINCOLN, ILLINOIS believes it is in the best interests of the City and its Citizens of the City that a local Route 66 Centennial Commission be formed;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the CITY COUNCIL OF THE CITY OF LINCOLN, as follows:

1. That the recitals outlined above are incorporated herein as if appearing herein verbatim.

2. The a Lincoln Route 66 Centennial Commission be created for the purposes of coordinating with state and federal versions of the commission, plan Route 66 events, and seek funding via grants or otherwise for the establishment of additional Route 66 attractions or the funding of their events. This Commission shall cease in existence on December 31, 2026.

3. The commission will consist of ten members, one such member shall always be from the Logan County Tourism Bureau and this member shall chair the Commission. The remaining members shall be pulled from the Lincoln City Council, Logan County Board, State of Illinois representative, Illinois Route 66 Scenic Byway, various educational institutions, local business owners, and local citizens.

4. If local funding is necessary outside of any and all grants the commission may receive, then said local funding shall come from the Hotel/Motel Tax.

5. That this Resolution is effective immediately upon passage of the same.

The vote on the adoption of his Resolution was as follows:

Alderman Parrott	_____	Alderman Keller	_____
Alderwoman Bauer	_____	Alderman Welch	_____
Alderman Hoinacki	_____	Alderwoman Browne	_____
Alderman Fleshman	_____	Alderman Dalpoas	_____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Passed and approved this ____ day of _____, 2019

CITY OF LINCOLN,

BY: _____

Seth Goodman, Mayor
City of Lincoln, Logan County, Illinois

ATTEST: _____ (SEAL)

City Clerk, City of Lincoln,
Logan County, Illinois

MEMORANDUM

TO: Mayor Seth Goodman and Members of the City Council

FROM: Wes Woodhall, Building and Safety Official

DATE: March 12, 2018

RE: PC 2019-01 Request for Special Use Permit at 616 Woodlawn Rd. Suite B

Background: The Building and Safety Department received a request from the new tenant at the above mentioned address to provide a Special Use Permit to allow a drive-thru window to be constructed at this property for use with the intended business, Lincoln Family Pharmacy.

Analysis/Discussion: Mr. Walter Sharshon recently leased the remaining suite of 616 Woodlawn Rd. to be used as "Lincoln Family Pharmacy". This property is adjacent to the space that houses IMO's Family restaurant.

Public plan commission meetings were held on January 24, 2019 and February 28, 2019 in the City Hall Council Chambers. All public notices and certified mailings were completed per state statute by Building and Safety staff. There was one neighboring property owner, currently residing in Florida, who reached out with concerns about the related traffic. The resident was informed that the drive-thru is to be constructed on the East side of the building and not the North as this person thought, this satisfied their concern. City staff verified that all parking requirements are met per City and International Code. The property owner and tenant are in agreement with staff recommendations of items with relation to the inclusion of the drive-thru addition itself. The Planning Commission unanimously approved the request for this tenant only and subsequent tenants would need to reapply.

COW Recommendation: Place on Council agenda for discussion of request.

Fiscal Impact: There will be no negative financial impact to the City of Lincoln.

Council Recommendation: Approve Special Use request per plan commission recommendation.

RESOLUTION NO.

A RESOLUTION APPROVING SPECIAL USE IN A C-2 DISTRICT

WHEREAS, the following-described real estate located in the CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, is currently zoned to C-2 pursuant to the Zoning Ordinance of the CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, to-wit:

12-2371 EX E 100 FT, LOT 6 RIGG'S SUB DIV PT LOT 24 B SIGG'S SURVEY TO LINCOLN now a part of the City of Lincoln, Logan County, Illinois

and,

WHEREAS, Walter Sharshon, did file a Petition requesting that a special use be allowed at his business, Lincoln Family Pharmacy, located at 616 Woodlawn Road Suite B, allowing him to install a drive-thru window; and

WHEREAS, pursuant to Illinois law and the City Code of the CITY OF LINCOLN, ILLINOIS, public notice was given by a publication in The Courier, a newspaper of general circulation in Lincoln, Logan County, Illinois, of a public hearing before the Planning Commission, which publication was at least fifteen (15) days prior to the hearing; and

WHEREAS, the Planning Commission of the City of the CITY OF LINCOLN, ILLINOIS considered said Petition of Walter Sharshon at a public hearing held on Thursday, January 24, 2019 at 7:00 p.m. and on Thursday, February 28, 2019 at 7:00 p.m., both meetings taking place in the City Council Chambers in the CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS; and

WHEREAS, the Planning Commission of the CITY OF LINCOLN, ILLINOIS, by vote of nine (9) in favor and zero (0) against, recommended approval of the request of Walter Sharshon to allow a special use at the above-described real estate in order Lincoln Family Pharmacy to operate as intended by constructing a drive-thru window; and

WHEREAS, the Petition of Walter Sharshon, as well as the recommendation of the Planning Commission to approve the Petition, were considered at a regular city council meeting of the City Council of the CITY OF LINCOLN, ILLINOIS, at a regularly scheduled meeting held on Monday, March 18, 2019; and

WHEREAS, the City Council of the CITY OF LINCOLN, ILLINOIS has determined that the requested special use is compatible with the comprehensive plan of

the CITY OF LINCOLN, ILLINOIS, and the special use requested should be allowed for the above-described real estate; and

WHEREAS, the City Council of the CITY OF LINCOLN, ILLINOIS has determined that it is in the best interest of the CITY OF LINCOLN, ILLINOIS, and the citizens of the CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, that said special use be allowed and the Petition of Walter Sharshon be approved; and

WHEREAS, the City Council of the CITY OF LINCOLN believes that any detriment to the surrounding property owners is outweighed by the benefit to the citizens of the community at large by allowing the special use.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the CITY COUNCIL OF THE CITY OF LINCOLN, as follows:

1. That all of the recitals, as herein above set forth, are incorporated herein as if appearing verbatim herein.

2. That the Special Use Permit approved under PC 2019-01 shall be issued to Walter Sharshon, the current lessee of the property. A new Special Use Permit to continue the use for a drive-thru window shall be required prior to change of lessee, otherwise the special use of the drive-thru will need to be removed.

3. That the construction and use of the drive-thru window shall comply with all the applicable City of Lincoln Building Codes and Zoning Ordinances.

4. That the Petition of Walter Sharshon requesting a special use in a C-2 district for the following described real estate be approved, to-wit:

12-2371 EX E 100 FT, LOT 6 RIGG'S SUB DIV PT LOT 24 B SIGG'S SURVEY TO LINCOLN now a part of the City of Lincoln, Logan County, Illinois

5. That the approval of this special use is made pursuant to the procedures set forth in the City Code of the CITY OF LINCOLN, ILLINOIS, including the requirements of public notice and a public hearing before the Planning Commission.

6. That should any clause, sentence, or paragraph of the above-noted Resolution be declared invalid by any Court of competent jurisdiction, such invalidity shall not effect any other portion of said Resolution.

7. That this Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

The vote on the adoption of his Ordinance was as follows:

Alderman Parrott _____	Alderman Keller _____
Alderwoman Bauer _____	Alderman Welch _____
Alderman Hoinacki _____	Alderwoman Browne _____
Alderman Fleshman _____	Alderman Dalpoas _____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Passed and approved this ____ day of _____, 2019.

CITY OF LINCOLN,

BY: _____

Seth Goodman, Mayor
City of Lincoln, Logan County, Illinois

ATTEST: _____ (SEAL)

City Clerk, City of Lincoln,
Logan County, Illinois

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (“Agreement”), is made as of this _____ day of _____, 2019 (the “Effective Date”), by and between the **CITY OF LINCOLN, ILLINOIS**, a municipal corporation, which together with any successor municipal corporation or public body hereinafter designated by or pursuant to law, exercising its governmental powers pursuant to the 1970 Constitution of the State of Illinois, and having its office at 700 Broadway Street, Lincoln, Illinois 62656 (hereinafter known as the “City”), and the **ABRAHAM LINCOLN MEMORIAL HOSPITAL**, an Illinois not-for-profit corporation, located at 200 Stahlhut Drive, Lincoln, Illinois 62656 (hereinafter known as the “Hospital”).

WITNESSETH:

WHEREAS, in March 2011, the Hospital opened a new \$52 Million replacement hospital in the City;

WHEREAS, Stahlhut Drive in Lincoln, Illinois is only accessibly by way of Lincoln Parkway (also known as Historic U.S. 66 / I-55 Business Loop);

WHEREAS, Taylor Court in Lincoln, Illinois is only accessibly by way of Woodlawn Road;

WHEREAS, Stahlhut Drive is the only access point for the Hospital, the Springfield Clinic Medical Office Building, Timber Creek Village Assisted Living of Lincoln, and Copper Creek Cottages Memory Care of Lincoln, creating a hazard to the public by limiting access points to medical care in the City;

WHEREAS, the City and the Hospital agree that the connection of Taylor Court, Stahlhut Drive, and Castle Manor Drive, as shown on Exhibit A hereto, will increase access to medical care in the City, and improve the health, safety, and welfare of City residents;

WHEREAS, the connection of Taylor Court, Stahlhut Drive, and Castle Manor Drive will increase access to the planned YMCA facility that will be located to the east of Taylor Court, which is currently only accessible by way of Taylor Court.

WHEREAS, the City and the Hospital desire to enter into this Agreement to provide for the construction of the connection of Taylor Court, Stahlhut Drive, and Castle Manor Drive, as shown on Exhibit A hereto, in accordance with the proposed project estimate of cost prepared by Martin Engineering Company, attached hereto as Exhibit B (the “Project” as further defined in Article I hereof);

WHEREAS, in order to facilitate the expeditious construction of the Project, the Hospital intends to engage professionals that possess the experience and qualifications requisite to undertake the Project pursuant to the terms set forth herein, and shall dedicate the roadways to the City upon completion of construction;

WHEREAS, should the Hospital provide for the completion of the Project in accordance with the terms hereof, the City will provide Development Assistance to the Hospital pursuant to this Agreement;

WHEREAS, the construction connecting Taylor Court, Stahlhut Drive, and Castle Manor Drive will provide new employment in the City with wages paid by the Hospital and its contractors, a portion of which is expected to be spent at local businesses in the City, and the increase in employment will bring other related economic benefits to the City that normally result from such employment;

WHEREAS, it is in the best interest of the City, and the citizens and taxpayers of the City, to use the various tax revenues of the City to enable the City to provide the Development Assistance as herein set forth;

WHEREAS, the City is authorized, pursuant to the laws of the State of Illinois, to provide the Development Assistance to the Hospital, due to the economic, health, safety, welfare, and other benefits that will be derived by the City, and the citizens and taxpayers of the City, as a result of the Project;

WHEREAS, there is no known private benefit being derived by the City or any of its respective elected officials, employees, or officers as a result of this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties hereto, each of them does hereby covenant and agree as follows:

ARTICLE I
DEFINITIONS

1. Definition of Terms. The following terms used in this Agreement shall have the meanings provided herein unless the content or use of such terms clearly indicates otherwise. Other terms may also be defined elsewhere in this Agreement.

a. "Agreement" means this Development Agreement and all addenda and exhibits hereto.

b. "Authorized Representative" means such person as from time to time designated to act on behalf of the Hospital. The Hospital may additionally designate alternate individual(s) to act as Authorized Representatives in various circumstances.

c. "Breach" shall have the meaning as set forth in Article VIII, Section 2 hereof.

d. "City" means the City of Lincoln, Illinois, a municipal corporation, which together with any successor municipal corporation or public body hereinafter designated by or pursuant to law, exercising its governmental powers pursuant to the 1970 Constitution of the State of Illinois, and having its office at 700 Broadway Street, Lincoln, Illinois 62656.

e. "Dedication Date" means the date the Hospital dedicates or otherwise conveys, as directed by the City, the new roadways resulting from the Project construction to the City.

f. "Development Assistance" shall have the meaning as set forth in Article II, Section 3 hereof.

g. "Effective Date" shall have the meaning as set forth in the introductory paragraph of this Agreement.

h. "Events of Default" shall have the meaning as set forth in Article VIII, Section 1 hereof.

i. "Hospital" means the Abraham Lincoln Memorial Hospital, an Illinois not-for-profit corporation, located at 200 Stahlhut Drive, Lincoln, Illinois 62656.

j. "Project" means the construction of the extension of Stahlhut Drive to connect with the southern portion of Taylor Court, and connect said extension to Castle Manor Drive, as shown on Exhibit A hereto, in accordance with the proposed improvements shown on Exhibit B hereto, as well as any and all land acquisition, site preparation, construction, utility relocation, infrastructure improvement, sitework, grading, paving, site utilities, architectural costs, engineering costs, demolition costs, construction period interest, legal fees, and any and all other fees, costs or expenses related in any way thereto.

k. "Total Project Cost" means the total of all costs, expenditures, or debts incurred by the Hospital for the construction of the Project, as reported by the Hospital to the City not later than sixty (60) days after the Dedication Date.

2. Construction of Agreement. The descriptive headings of this Agreement are inserted for convenience of reference only, do not constitute a substantive part of this Agreement, and shall not define or limit the provisions hereof. Terms of art shall have the meaning so ascribed herein. The use of the word "including" in this Agreement shall be by way of example rather than by limitation. The use of the words "or," "either," and "any" shall not be exclusive. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Wherever a conflict exists between this Agreement and any other agreement, this Agreement shall control but solely to the extent of such conflict. The words "hereof," "herein," "hereunder," and other words of similar import refer to this Agreement as a whole. Unless otherwise specified, references to articles, sections and other subdivisions of this Agreement are to the designated articles, sections and other subdivisions of this Agreement as originally executed.

ARTICLE II

PURPOSE OF AGREEMENT AND DEVELOPMENT ASSISTANCE

1. Purpose of Agreement. The purpose of this Agreement is to provide Development Assistance to the Hospital in order to develop the Project consistent with the terms and conditions of this Agreement.

2. Project Undertaking. The Hospital agrees to engage professionals that possess the requisite experience and qualifications to complete the Project consisting of the construction of the extension of Stahlhut Drive to connect with the southern portion of Taylor Court, and connect said extension to Castle Manor Drive, as shown on Exhibit A hereto, in accordance with the proposed improvements shown on Exhibit B hereto. The Hospital shall use its best efforts provide for the commencement of Project construction within eighteen (18) months of the Effective Date. Hospital shall use its best efforts to complete construction within thirty (30) months of the Effective Date. Upon completion of the Project, the Hospital shall dedicate or otherwise convey, as directed by the City, the new roadways resulting from the Project construction to the City. Notwithstanding any provision of this Agreement to the contrary, the Hospital may terminate this Agreement by providing notice of such termination to the City at any time prior to commencement of Project construction, and such termination shall render this Agreement null and void and of no further effect such that no party shall have the right to enforce any provision hereof.

3. Development Assistance to the Hospital. The City agrees, upon the terms and conditions in this Agreement, to provide Development Assistance in an amount not to exceed ONE MILLION THREE HUNDRED THOUSAND DOLLARS AND NO/100 (\$1,300,000.00) plus one percent (1.0%) annual interest, to assist Hospital in the development of the Project that will provide economic, health, safety, welfare, and other benefits to the City, and the citizens and taxpayers of the City. As shown on Exhibit B hereto, the Project cost is estimated to be ONE MILLION THREE HUNDRED TWENTY-FIVE THOUSAND TWO HUNDRED AND FORTY-EIGHT DOLLARS AND 48/100 (\$1,325,248.85). In no event shall Development Assistance paid by the City to Developer exceed ONE MILLION THREE HUNDRED THOUSAND DOLLARS AND NO/100 (\$1,300,000.00) plus one percent (1.0%) annual interest. Development Assistance shall be used to reimburse Project costs, as defined herein, and as provided for in Exhibit B hereto.

4. Development Assistance Schedule. The Development Assistance shall be paid by the City to the Hospital in sixteen (16) equal installments every six (6) months following the dedication of the new roadways resulting from the Project construction to the City. The first payment of Development Assistance shall be paid within six (6) months of the Dedication Date. Each Development Assistance payment shall consist of: (i) a fixed principal payment in the amount of one-sixteenth (1/16) of the Total Project Cost, excepting any amounts above ONE MILLION THREE HUNDRED THOUSAND DOLLARS AND NO/100 (\$1,300,000.00), plus (ii) interest at the at the rate of one percent (1%) per annum on the amount of the Development Assistance to be provided by the City.

5. Source of Development Assistance. The City shall pay the Development Assistance from the Sales Taxes collected for public infrastructure by the City pursuant to the City of Lincoln Ordinance No. 566-An Ordinance Amending Title 3, Chapter 5, of the City Code of the City of

Lincoln, Illinois, By Adding Non-Home Rule Municipal Retailers' Occupation Tax and Non-Home Rule Municipal Service Occupation Tax, adopted September 2, 2003, a copy of which is attached hereto as Exhibit C and by this reference incorporated herein. Notwithstanding the dedicated source of funding provided herein for Development Assistance, the obligation of the City to pay the Development Assistance is a general obligation of the City.

6. Financial Equivalent of Development Assistance. If the authority to collect any portion of the Development Assistance provided for herein is repealed, revoked, withdrawn, terminated or otherwise unavailable for any reason whatsoever, the City shall pay the Development Assistance to the Hospital from other revenue sources of the City, including but not limited to any sales tax, use tax, property tax, fees or other sources from which the City derives revenue.

7. Utilization and Transferability of Development Assistance. The Development Assistance payable by the City to Hospital may be assigned, hypothecated, pledged, or otherwise leveraged by Hospital as security or collateral for any mortgage, loan, or other type of financing agreement that Hospital may enter into with respect to the Project or any other endeavor. The Hospital's rights to Development Assistance hereunder shall be transferable by the Hospital to any person or entity that acquires an interest in the Hospital, or any corporate parent, affiliate, or subsidiary of the Hospital.

8. Term. The term of this Agreement shall commence on the Effective Date and conclude upon the City's final payment of Development Assistance to the Developer.

ARTICLE III
HOSPITAL OBLIGATIONS

1. Legal Compliance. Hospital shall use best efforts to require all contractors, subcontractors, and other service providers to comply with all applicable Federal, State and local laws, regulations, and ordinances including but not limited to building codes, prevailing wage laws, subdivision, zoning, and life safety codes.

2. Hospital Responsibility. It is expressly understood that the Hospital shall use best efforts ensure that the Project proceeds in an appropriate manner consistent with the Exhibits A and B hereto, and consistent with all other requirements of this Agreement. Hospital agrees that all Project construction must be completed in conformity with applicable road construction standards of the City.

3. Material Modification of Project Plans. If prior to or during the course of Project construction the Hospital makes material modifications to the Project which impact the appearance, function, or implementation of the Project, the Hospital shall notify the City of the material modification. For the purpose of this Section, the phrase "material modification" shall mean any modification to the Project after commencement of construction that increases or decreases the anticipated Project cost by more than FIFTY THOUSAND DOLLARS (\$50,000.00).

ARTICLE IV
CITY OBLIGATIONS

1. Development Assistance. The City agrees to make the Development Assistance payments as provided herein, and comply with all other provisions of this Agreement.
2. Post Dedication Date Duties. On and after the Dedication Date, the City agrees to maintain, improve, police, and otherwise care for the roadways resulting from the Project as a City street, and ensure continued viability of the improvement.
3. Conflict of Interest. Unless otherwise specifically authorized by the city council, no member, officer, or employee of the City or its designees or agents and no member of the governing body of the City during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, with the respect to which this Agreement shall apply.

ARTICLE V
PERMITTING AND ZONING

1. Permitting. The City shall be the sole permitting and inspection authority for the Project. The City agrees to work with Hospital's contractors and agents to provide permits so that Project will not be delayed. The City will not require any third-party inspections in addition to those ordinary third-party inspections that will be performed in the normal course of construction. The City will waive all permit fees relative to the Project.
2. Zoning. Upon Hospital's submission of any petition seeking zoning, conditional permitted use, variance, or other types of zoning, bulk use, frontage, or other relief pursuant to the City's zoning regulations in association with the Project, the City shall ensure that Hospital shall have full zoning approval for the Project, and shall waive any applicable filing fees for such petitions.

ARTICLE VI
INDEMNIFICATION

1. Hospital Indemnification Obligations. Hospital shall indemnify and hold the City harmless from and against any and all damages, suits, claims, liabilities (including without limitation liability for personal injury, death or property damage), losses, costs and expenses (including without limitation court costs and reasonable attorneys' fees and experts' fees) occurring prior to the Dedication Date and arising out of or from the performance by Hospital of the Project work pursuant to this Agreement.
2. City Indemnification Obligations. The City shall indemnify and hold the Hospital harmless from and against any and all damages, suits, claims, liabilities (including without limitation liability for personal injury, death or property damage), losses, costs and expenses (including without limitation court costs and reasonable attorneys' fees and experts' fees) arising out of or from the Project or the roadways dedicated to the City, occurring on or after the Dedication Date.

ARTICLE VII
DELAY IN PERFORMANCE

1. **Delay in Performance.** For the purposes of any of the provisions of this Agreement neither the City nor the Hospital, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the completion of the Project for development or progress in respect thereof, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state, or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, labor disturbances (including strikes or lockouts or concerted activities), embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times for performance of the obligations of the Hospital with respect to commencement or completion of work, shall be extended for the period of the delay.

ARTICLE VIII
DEFAULT AND REMEDIES

1. **Events of Default.** The following shall be events of default (“Events of Default”) with respect to this Agreement:

a. If any representation made by Hospital or the City in this Agreement, or in any certificate, notice, demand or request made by Hospital or City, in writing and delivered to the other party pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or

b. Breach (as defined in Section 2 of this Article below) by Hospital or the City of any covenant, warranty or obligation set forth in this Agreement.

2. **Breach.** Before any failure of any party of this Agreement to comply or perform its warranties, covenants or obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred (except with respect to the payment of money which shall be deemed a breach upon expiration of five (5) days following receipt of written notice of failure to pay) if performance is completed to the reasonable satisfaction of the complaining party within thirty (30) days after the receipt of such notice or, in the case of a failure which by its nature takes in excess of thirty (30) days to cure, such longer period of time as may be reasonably necessary to cure the same; provided that the curing party is pursuing said cure with diligence.

3. **Remedies.** Upon the occurrence of an Event of Default under this Agreement, each party shall be entitled to seek any and all remedies available at law or in equity, including but not limited to filing an action or proceeding at law or in equity, filing an action for injunctive relief (without having to post a bond), or for specific performance of the covenants and agreements herein contained, filing an action seeking an award of damages for failure of performance or both, or may file an action to obtain rescission for repudiation or failure of performance. In the event either party should find it necessary to retain an attorney for the enforcement of any of the

ARTICLE X
GENERAL AND MISCELLANEOUS

1. Recitals. The recitals are an integral part of this Agreement and by this reference are incorporated herein as if restated in full.

2. Future Cooperation. Upon reasonable request of one party, any other party will execute and deliver to the other party further instruments, and take such other actions, as may be reasonably requested in order to more effectively consummate this Agreement.

3. Drafts Not Offer. No draft of or negotiations regarding this Agreement shall be construed to constitute an offer to any party hereto, and no party shall be obligated in connection with the matters stated herein until this Agreement has been executed and delivered by all parties hereto.

4. Successors. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective personal and legal representatives, guardians, successors, heirs, and assigns of the parties hereto.

5. Governing Law. The terms and conditions of this Agreement shall be governed by and construed in accordance with the internal laws, but not the conflict laws, of the State of Illinois.

6. Exclusive Jurisdiction; Venue. Relative to any dispute arising out of this Agreement, or relative to any of the transactions contemplated by this Agreement, each of the parties hereto: (i) consents to the personal jurisdiction of any federal court located in the Central District of Illinois, or any Illinois state court located in Logan County, Illinois; (ii) agrees that such party will not attempt to deny or defeat such personal jurisdiction by motion or other request for relief from any court; (iii) agrees that such party will not bring any action relating to this Agreement, or relative to any of the transactions contemplated by this Agreement, in any court other than the aforescribed federal and state courts in the State of Illinois; and (iv) agrees that such courts shall have exclusive jurisdiction of all such disputes.

7. Attorney Fees. In the event of any litigation between the parties relative to this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and expenses in addition to all legal and equitable remedies and damages.

8. Entire Agreement; No Verbal Amendment. This Agreement, including the recitals, constitutes the entire agreement of the parties, and supersedes all prior negotiations, offers, and agreements, all of which are merged into this Agreement. No amendment, alteration, modification of, or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the party or parties to be bound by such modification.

9. No Third-Party Beneficiary. This Agreement is intended solely for the benefit of the parties hereto, and it is not the intention of the parties to confer third-party beneficiary rights upon employees, officers, directors or policyholders of any other person, firm, corporation, or unit of Federal, State, or local government.

10. No Waiver by Delay. Any delay by the City or Hospital in instituting or prosecuting any action or proceedings or otherwise asserting their rights under this Agreement shall not operate to act as a waiver of such rights or to deprive them of or limit such rights in anyway (it being the intent of this provision that the City or Hospital should not be constrained so as to avoid the risk of being deprived or limited in the exercise of the remedies provided in this Agreement because of concepts or waiver, laches or otherwise).

11. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same Event of Default by the other party. No waiver made by either such party with respect to the performance, nor the manner of time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

12. Severability. If any provision of this Agreement shall at any time be deemed to be invalid or illegal by any court of competent jurisdiction, this Agreement shall not be invalidated thereby; and in such event this Agreement shall be read and construed as if such invalid or illegal provision had not been contained herein.

13. Authority to Execute. The individuals executing this Agreement hereby warrant and represent that they are properly authorized to execute this Agreement and bind the parties on behalf of whom they execute this Agreement and to perform all of the terms, covenants and conditions of this Agreement as they relate to the respective parties hereto.

14. Non-Conflict or Breach. Each party hereby represents and warrants to the other party that, to the party's knowledge, neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any ordinance, code, restriction, agreement or instrument to which either party is now a party or by which the party is bound. Each party hereby represents and warrants to the other party that, to the party's knowledge, there are no lawsuits either pending or threatened that would affect the ability of the party to perform this Agreement.

15. Counterparts. This Agreement and any amendment hereto may be executed in any number of counterparts by each party, each of which when so executed and delivered shall be an original, and all of which together shall constitute one document. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. The parties may execute this Agreement by facsimile, scanned Portable Document Format ("PDF") or other electronically transmitted signature, and such facsimile, scanned PDF, or other electronically transmitted document, including the



Logan County Board

**P.O. Box 39
Lincoln, Illinois 62656
Phone: 217-732-6400
Fax: 217-735-5246**

March 5, 2019

To: ETSB, the Logan County Sheriff and the City of Lincoln

RE: Termination of Logan County Involvement in the ETSB Intergovernmental Agreement

The County of Logan wishes to tender their notice of termination of the ETSB Intergovernmental Agreement. The County's termination will be effective 180 days from the date of this notice.

On behalf of the County, the County Board wishes to acknowledge and to convey our appreciation for the work and services that are provided by all involved with the ETSB and the most important services they initiate throughout Logan County.

Sincerely,

A handwritten signature in cursive script, appearing to read "Emily".

**Emily Davenport
Logan County Board Chairman**

INTERGOVERNMENTAL AGREEMENT
PROVIDING FOR CENTRALIZED DISPATCH SERVICES

THIS AGREEMENT entered into this 17th day of December, 2003, by and between the Emergency Telephone System Board of Logan County, Illinois, hereinafter referred to as "ETSB" and the County of Logan and Sheriff of Logan County, Illinois, hereinafter referred to as "County" and the City of Lincoln, hereinafter referred to as "City", and collectively hereinafter referred to as "Parties".

WHEREAS, the Parties have heretofore entered into an intergovernmental agreement providing for centralized emergency dispatch and communication center services, and the parties have negotiated a new agreement; and

WHEREAS, the County and City no longer desire to have a managerial interest in the operation and administration of a communications system; and

WHEREAS, the ETSB desires to operate, manage, administer, supervise and control the county-wide communication system to dispatch and communicate regarding the usual and customary functions of local government involving police, fire, EMS and other emergency functions, including ESDA communications, and to provide, oversee, and manage all operations, accessibility, and day-to-day procedures and administration of the communication center; and

WHEREAS, the County is willing to continue to provide the physical location for a communication center, hereinafter referred to as Public Safety Answering Point ("PSAP") or communication center ("com-room"); and,

WHEREAS, the PSAP is currently located in the Logan County Safety Complex building located at 911 Pekin Street, Lincoln, Illinois, and generally described and highlighted on Exhibit A; and

WHEREAS, the ETSB will have access and control of said PSAP and related offices; and

WHEREAS, PSAP currently contains advanced computers, monitors, software, chairs, tables, and other miscellaneous property owned by the County, City or ETSB as provided on Exhibits B through D; and

WHEREAS, the parties are desirous of memorializing their agreements and understandings with respect to said property and its repairs, maintenance and replacement thereof; and

WHEREAS, the parties are desirous of memorializing their agreements and understandings with respect to the financial issues related to the administration of the PSAP and its services; and

WHEREAS, the ETSB plans to have a referendum on the March 16th, 2004, election ballot which will allow ETSB to collect additional funds from a 9-1-1 telephone surcharge tax; and

WHEREAS, ETSB will need additional funding to operate the communication center and its personnel, equipment, and services, and to pay the cost of operations necessary therefor which exceeds the anticipated funds provided by the monthly telephone surcharge tax collected from users within the County, including the cost of employees, developmental costs, capital equipment, capital assets and operating and maintenance expenses except as set forth below.

IT IS HEREBY AGREED as follows:

1. The ETSB shall provide centralized emergency dispatching services for the City and the County, for Police, Fire, EMS, ETSB and other emergency functions, including ESDA communications for command personnel, and access to a LEADS system (Law Enforcement Agency Data System), OOPS, and IWIN system; and ETSB will, in all regards, administer and operate the Public Safety Answering Point ("PSAP") or communication center ("com-room"), its employees, equipment, services, and procedures.

2. Specifically, ETSB will provide to all parties the following services:

- A. Manage all communication 911 phone lines and provide back-up services for administration lines.
- B. Receive and process information obtained from calls and to direct callers to proper office or dispatch.
- C. Dispatch, via radio, to appropriate police, fire, rescue, medical and emergency agencies for Logan County.
- D. Maintain telephone and radio logs by utilizing customary software programs, and continue to update said software in cooperation with local governmental agencies.
- E. Monitor and process individual's access to the building.
- F. Utilize paging system to notify emergency crews.
- G. Utilize LEADS and IWIN systems to access Secretary of State Records, and provide said services to the parties as permitted by law.
- H. Maintain computer logs of all activity including LEADS Hot File entries, warrants, OOPS, and other required software systems.
- I. Any other procedures and services reasonably related to the functions and duties of the communication center.

Except as provided in paragraphs ten and eleven herein, ETSB shall provide these services for no additional fee or cost.

3. The ETSB will provide, manage, operate, administer and supervise the necessary staff, including dispatchers, and secretarial and clerical services as required to fulfill its obligations herein, and solely determine the method, manner and means by which the work of the PSAP will be completed.

4. The ETSB shall have sole control, administration and management over the communication center, its employees and operations, and shall have the singular right to hire, supervise, discipline, discharge, and administer its employees. The parties agree that ETSB will interview, select, and hire its own employees to operate the communication center/PSAP, and the parties further agree that ETSB is a separate employer without any connection, interference or direction by any other signatory party.

5. The County shall provide the ETSB with sole access and control of certain areas of the Logan County Safety Complex building located at 911 Pekin Street, Lincoln, Illinois. Specifically, the County shall provide the ETSB with access and control of those highlighted portions of Exhibit A; more particularly, sole access and control of areas marked #24, #207, #209, and shared access of areas marked #6, #7, #8, #9, #13, #17, #18, #20 and #23 (herein referred to as "PSAP and related offices").

6. The County shall be responsible for providing and maintaining the utilities and janitorial services for the PSAP and related offices, and to provide and maintain property insurance for all property located in the PSAP and related offices.

7. The parties agree that all property listed on Exhibits B through D are currently located in the communication center/PSAP. The parties further agree to lease said property to ETSB during the term(s) of this Agreement and to allow ETSB to have sole access and control of all property (i.e., all equipment (hardware and software), inventory, and furniture) currently located in the communication center/PSAP. ETSB agrees to provide maintenance, repairs, upgrades and replacement of said property, as necessary. ETSB agrees to notify the County (through the Sheriff) and the City (through the Chief of Police) and to receive authorization from each of them, prior to expending any funds for the maintenance, repairs, upgrades and replacement of said property. The costs of said maintenance, repairs, upgrades or replacement of the property shall be paid as follows: County shall pay for such maintenance, repairs, upgrades or replacement of all items listed on Exhibit B; City shall pay for such maintenance, repairs, upgrades or replacement of all items listed on Exhibit C; and ETSB shall pay for such maintenance, repairs, upgrades or replacement of all items listed in Exhibit D. Any other maintenance or repair costs not associated with items listed on Exhibits B through D shall be divided equally between the parties and only after mutual agreement for such expenditures.

The parties further agree that any maintenance and repairs to the emergency telephone system operated by ETSB shall be divided equally between the parties. If it becomes necessary, per the recommendation of ETSB, to upgrade or replace the existing emergency telephone system then said upgrade or replacement costs shall be paid by the ETSB.

The parties further agree that all property listed on Exhibit B shall remain the sole property of the County upon the termination of this Agreement. The parties further agree

that all property listed on Exhibit C shall remain the sole property of the City upon the termination of this Agreement. The parties further agree that all property listed on Exhibit D shall remain the sole property of the ETSB upon the termination of this Agreement.

8. The County agrees to continue providing payroll services to ETSB and its employees. County shall have the right to continue charging ETSB a reasonable fee for rendering said payroll services. County further agrees to allow ETSB to enroll its employees in the Illinois Municipal Retirement Fund (hereinafter "IMRF"), and to allow ETSB to enroll its employees in the County insurance plan. However, the County acknowledges that it does not have any right, either directly or indirectly, to set, request, dictate or recommend wages or benefits for the employees of ETSB. ETSB shall reimburse the County the employer cost of said insurance coverage and for employer contributions to IMRF, which are attributable to ETSB employees. However, ETSB reserves the right to enroll its employees in such other insurance and retirement plans, as it deems appropriate.

9. The ETSB will prepare a proposed annual budget, a copy of which will be provided to all parties.

10. In return for the promises and services set forth above, the County agrees to pay the ETSB the sum of One Hundred Twenty-Two Thousand One Hundred and Eighteen Dollars and Fifty-Seven Cents (\$122,118.57) per year, with the first installment of Ten Thousand One Hundred Seventy-Six Dollars and Fifty-Five Cents (\$10,176.55) due on the 1st day of May, 2004, and the 1st day of each month thereafter for the length of this Agreement which shall continue until the 30th day of April, 2007, (thirty-six (36) months). During the term(s) of this Agreement, said annual fee shall be re-adjusted annually pursuant to paragraph 12 herein.

11. In return for the promises and services set forth above, the City agrees to pay the ETSB the sum of One Hundred Twenty-Two Thousand One Hundred and Eighteen Dollars and Fifty-Seven Cents (\$122,118.57) per year, with the first installment of Ten Thousand One Hundred Seventy-Six Dollars and Fifty-Five Cents (\$10,176.55) due on the 1st day of May, 2004, and the 1st day of each month thereafter for the length of this Agreement which shall continue until the 30th day of April, 2007, (thirty-six (36) months). During the term(s) of this Agreement, said annual fee shall be re-adjusted annually pursuant to paragraph 12 herein.

12. Except for the amount of the annual payment, this Agreement shall automatically be renewed for another three-year term unless either party gives one hundred eighty (180) days notice in writing of its intent to terminate this Agreement. The amount of the annual fee is based on the funding necessary to operate the centralized dispatch communication center which exceeds the sum of One-Hundred and Twenty Thousand Dollars (\$120,000.00) (hereinafter referred to as "deficiency"), and then dividing said deficiency by two, with the County and City each paying one-half. Said annual fee shall not exceed five percent (5%) of the prior year's annual fee.

Notwithstanding the above, after twelve (12) months but no later than eighteen (18) months of commencement of this agreement, any party may tender 180 days notice, in writing, of its intention to terminate this agreement.

13. So long as permitted by the insurance company, ETSB agrees to name the City of Lincoln as an additional insured on all liability insurance policies covering the communication center and its services.

14. In the event the 9-1-1 surcharge taxation referendum is not passed on the March 16th, 2004 election ballot, then this Agreement shall terminate without any liability.

15. All parties to this Agreement consent and acknowledge that their respective governing boards have considered and approved this Agreement and authorized the individuals set forth below to execute this Agreement on behalf of the governing body, and that all Federal and State laws have been complied with in regards to the approval and execution of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and date first above written.

COUNTY OF LOGAN AND SHERIFF OF LOGAN COUNTY, ILLINOIS




Chairman



Sheriff

Attest:



Clerk

Attest:

Clerk

CITY OF LINCOLN

Elizabeth A. Davis

Mayor

Attest:

Rise D. Riggs

Secretary

Attest:

Melanie J. Riggs

Clerk

EMERGENCY TELEPHONE SYSTEM BOARD
OF LOGAN COUNTY

Michael A. Patridge

Chairman

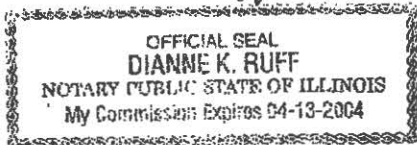
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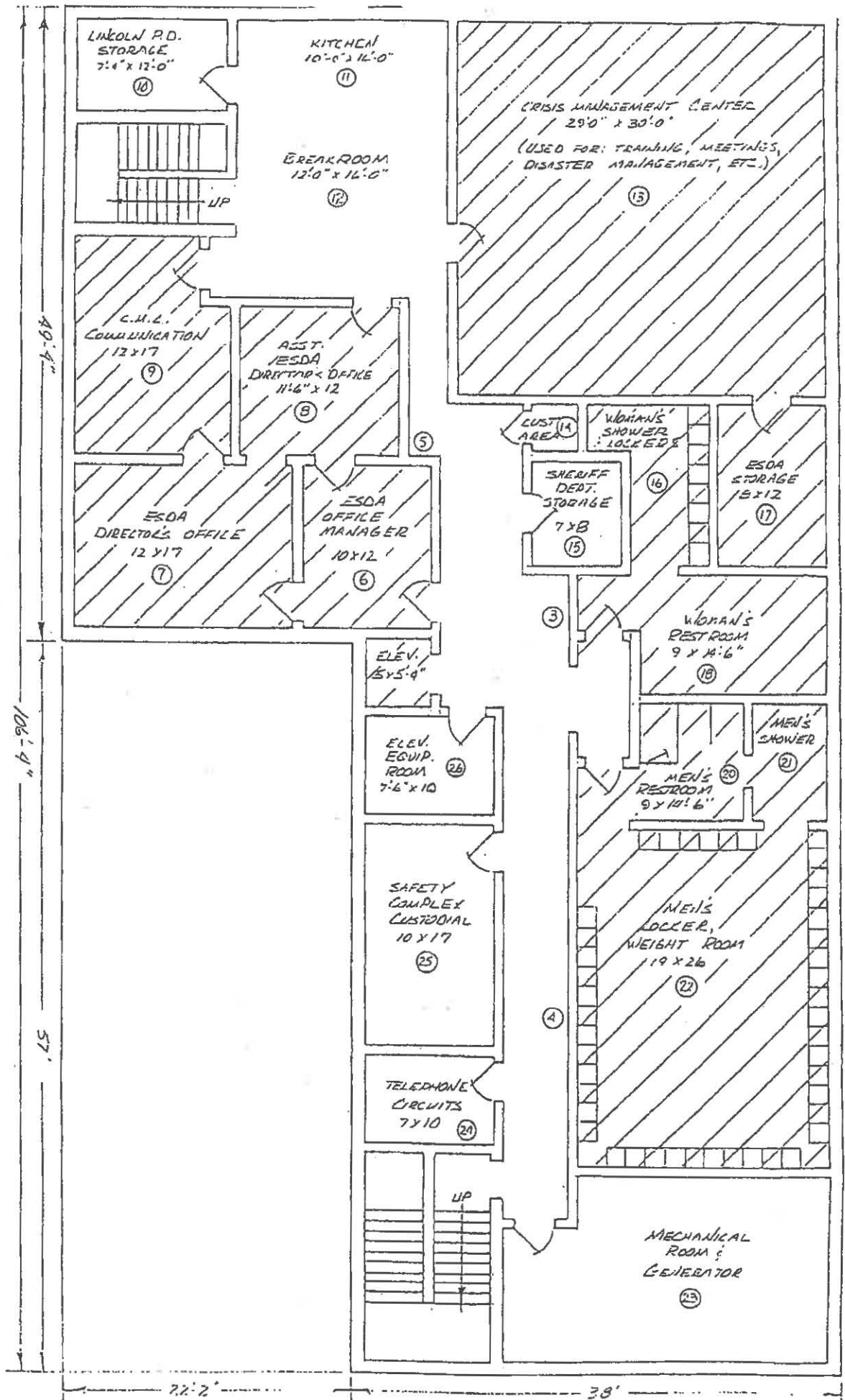
Dianne K. Ruff

Secretary

Attest:

Clerk





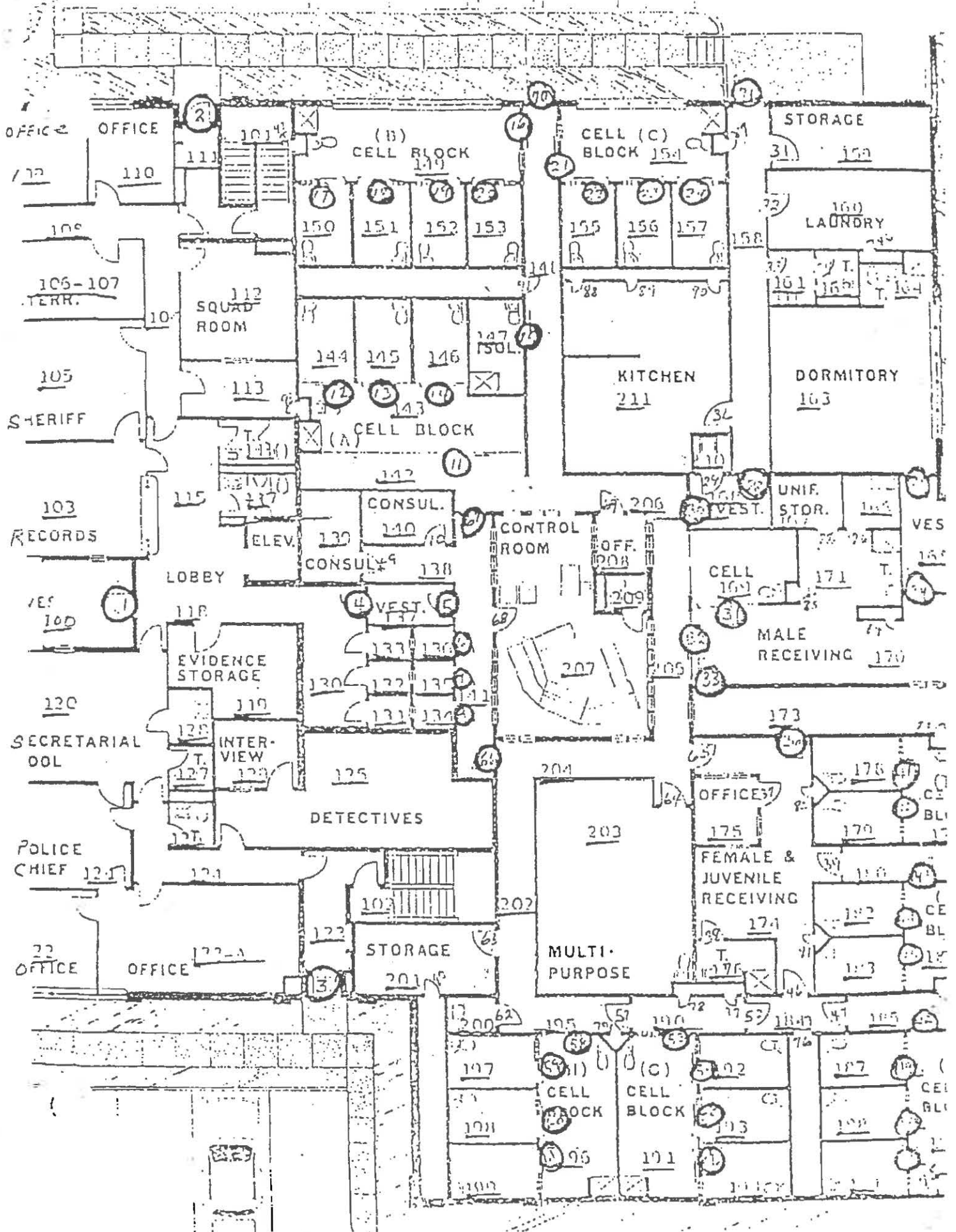


EXHIBIT B

Upon termination of this Agreement, the County shall retain sole ownership of the following items:

	Room #	Item
1.	23	One GTE amateur radio system
2.	23	One GTE radio system -- 158.760 frequency
3.	23	Two GTE High Band radio systems
4.	24	Opticom Outdoor light system
5.	24	Cam1000 Phone system for jail with APC UPS
6.	207	Coffee Pot
7.	207	Microwave
8.	207	Kitchen Cabinets
9.	207	Copy Machine
10.	207	7 file cabinets
11.	207	Complex call box system Dukane
12.	207	Amerex fire extinguisher
13.	207	Motorola radio system
14.	207	Motorola console for radios
15.	207	One GE- TV with speakers
16.	207	Sharp VCR
17.	207	Motorola monitors, screens and console
18.	207	Hulett Packard Printer
19.	207	Dell complete computer system and monitor
20.	207	MBD Airport monitor
21.	207	Outdoor warning siren control
22.	207	Lennox Roof unit control panel
23.	207	Dictaphone radio & phone play back system
24.	207	Assorted manuals and logbooks
25.	9	Copy machine Sharp SF 2025
26.	9	General Electric Radio System

EXHIBIT C

Upon termination of this Agreement, the City shall retain sole ownership of the following items:

	Room #	Item
1.	24	Del Private police computer C-27052
2.	207	Fax Machine
3.	207	Hulett Packard Printer
4.	207	Del Computer System
5.	207	Flat screen monitor - NEC
6.	207	Flat screen monitor - XTRAVIEW

EXHIBIT D

Upon termination of this Agreement, the ETSB shall retain sole ownership of the following items:

	Room #	Item	
1.	24	Complete Nortel Phone System	M14742767
2.	24	Dictaphone System	
3.	24	Proctor Ani-Link control system with APC UPS	
4.	207	Air Purifier	
5.	207	Caller ID system	
6.	207	Miscellaneous office supplies	
7.	207	Floor Fan	
8.	207	911 monitors	
9.	207	911 key boards	
10.	207	911 Alpha Micro database - SLR	
11.	207	911 TTY System	
12.	207	911 Alpha Land System-- 54 X-MAX	
13.	207	UPS LS-700	
14.	207	Okidata Printer 320 turbo	
15.	207	Complete E-mapping system with Del Computer and CTX TV Screen	
16.	207	Dispatcher Chairs	
17.	6	Complete 911 computer system for working updates	
18.	9	Eventide VR 320 Recording System	
19.	9	Century Safe	
20.	9	APC UPS	

MARTHA NEITZEL
MAYOR

CLAY T. JOHNSON
CITY ADMINISTRATOR

SUSAN K. GEHLBACH
CITY CLERK

CHARLES N. CONZO
CITY TREASURER

WILLIAM B. BATES, JR.
CITY ATTORNEY



CITY OF LINCOLN, ILLINOIS

700 Broadway St., P.O. Box 509, Lincoln, IL 62656

Named for and Christened by Abraham Lincoln, 1853—Incorporated February 16, 1865
CITY COUNCIL MEETS FIRST AND THIRD MONDAY NIGHTS EACH MONTH

January 4, 2017

Reverend Glenn Shelton
Chairman
Logan County Emergency Telephone System Board (ETSB)
911 Pekin Street
Lincoln, IL 62656

**RE: Request for Documents Regarding Logan County Dispatch,
and Logan County 911 Contracts**

Dear Reverend Shelton,

It has come to the attention of the City of Lincoln that we are approaching the end of the Intergovernmental Agreement regarding the cost sharing for the Logan County Safety Complex Communications Room. With this agreement ending in 2017, the City wishes to review in further detail the Intergovernmental Agreements for the cost sharing of the Centralized Dispatch Services and their associated components.

Make no mistake, while we believe that these contracts are critical to the timely responsiveness and high levels of service provided to protect the health and welfare of this community, it is also incumbent upon the City to review outstanding contracts to ensure the efficiency and quality in which those services are delivered. To that end, we request the following items related to each of the above mentioned agreements:

1. A copy of annual budgets of Logan County Dispatch/911 for the past three (3) years which shall include all revenues and expenses made by each respective agency;
2. A copy of the annual audits of Logan County Dispatch/911 if performed in conjunction or separately for the past three (3) years, including cash balances or reserves of all funds overseen by Logan County ETSB;
3. A check register of all expenses paid in the most recently completed full fiscal year;

CITY COUNCIL

FIRST WARD
STEVE PARROTT
TRACY WELCH

SECOND WARD
MICHELLE BAUER
KATHLEEN M. HORN

THIRD WARD
TODD MOURNING
JONETTE "JONIE" TIBBS

FOURTH WARD
JEFF HOINACKI
RICK HOEFLE

4. A three-year record of all calls for service for the most recently completed fiscal year broken down by all agencies served by Logan County Dispatch/911;
5. A detail of all shared revenues received for rental of the Logan County Safety Complex Communications Room;
6. A list of all Logan County EMA and Dispatch/911 employees and titles for 2014, 2015, 2016;
7. Training Records for all Logan County Dispatch/911 employees;

The City understands that preparing this information may take an extra effort of your staff and therefore, respectfully requests that these documents be provided to us by Friday, January 20, 2017. We look forward to reviewing the contents of this documentation and discussing these contracts in greater detail with you.

We look forward to working collaboratively to an ever stronger partnership. In addition, I greatly appreciate your efforts in this matter in advance.

Thank you,

Martha A. Neitzel
Mayor

cc: Kathy Horn, Alderman
Clay T. Johnson, City Administrator
Paul Adams, Lincoln Chief of Police
Mark Miller, Lincoln Fire Chief
Dan Fulscher, Director Logan County EMA



On-Line
Basic: November 9, 1993
Enhanced: June 12, 1995

LOGAN COUNTY ETSB

911 Pekin Street
Lincoln, Illinois 62656
Office: 217 732-3911
Fax: 217 735-2244
e-mail: loganetsb@lincoln.il.us

January 21, 2017

Mayor Martha Neitzel
City of Lincoln
700 Broadway St
Lincoln, IL 62656

RE: Request for Documents

Dear Mayor Neitzel:

In response to your request, enclosed are the related documents. I would first like to explain that the Logan County Emergency Telephone System Board (ETSB) oversees the expenses for all of 9-1-1. This includes Dispatch, equipment, and office personnel. All equipment, software, radios, and the like become property of Logan County. The Logan County Emergency Management Agency (EMA) is overseen by the Logan County Board. The two agencies are completely separate. ETSB and EMA are in the same fiscal year of the Logan County which begins December 1st of every year and ends the following November 30th. We are currently being audited for the 2016 fiscal year, so we are unable to provide that audit. We have included the audits for the fiscal years of 2013, 2014, and 2015. The County of Logan also writes all of the checks for ETSB and EMA, does deposits, payroll, and audits. So, for a checking account, we have provided the ledger reports which show all expenses and revenues. There is no check register.

Included in the documents, per your request, are the following:

- 1) 9-1-1 Budgets for FY 2014, FY 2015, FY 2016
- 2) 9-1-1 Audit pages for FY 2013, FY 2014, FY 2015 (Complete audits of the County can be found on the County website – logancountyil.gov)
- 3) 9-1-1 Ledger Reports for FY 2014, FY 2015, FY 2016

- 4) Total Record of calls for service by Department for FY 2014, FY 2015, FY 2016, plus 3 year Total
- 5) There is no revenue for rental of the Communications Room
- 6) A list, broken down by year, for 9-1-1 and EMA employees with their titles
- 7) Training records for Dispatchers

I am pleased to offer this information to you. Working together only makes a better environment for the City of Lincoln and Logan County.

If you need anything further, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel A. Fulscher". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Daniel A. Fulscher
Director, Logan County ETSB/9-1-1
Director, Logan County EMA

20.7

CFS Incident Activity Report

Print Date/Time: 01/18/2017 10:23
Login ID: mim7229
Layer: All
Areas: All

From Date: 12/01/2013 00:00(Continuous)
To Date: 11/30/2014 23:59

ORI	CALLS FOR SERVICE DISPATCHED TO	PERCENT OF TOTAL CALLS FOR SERVICE
113 - Atlanta Fire Department	228	0.88
124 - Beason Fire Department	51	0.20
144 - Chestnut Fire Department	62	0.24
154 - Elkhart Fire Department	53	0.20
163 - Emden Fire Department	64	0.25
174 - Hartsburg Fire Department	40	0.15
184 - Latham Fire Department	74	0.28
191 - Lincoln Fire Department	2320	8.92
201 - Lincoln Rural Fire Department	782	3.01
223 - Middletown Fire Department	104	0.40
234 - Cornland Fire Department	14	0.05
244 - New Holland Fire Department	71	0.27
254 - Mt Pulaski City-Rural Fire Department	203	0.78
3641 - Logan County Paramedics Association	2801	10.77
EMA - Logan County Emergency Management Agency	16	0.06
IL0540000 - Logan County Sheriff's Office	8954	34.42
IL0540100 - Atlanta Police Department	181	0.73
IL0540200 - Lincoln Police Department	14438	55.50
IL0540300 - Mt Pulaski Police Department	230	0.88
IL0540800 - Elkhart Police Department	11	0.04
IL0540900 - New Holland Police Department	59	0.23
IL0630400 - San Jose Police Department	27	0.10
LcCoroner - Logan County Coroner's Office	11	0.04
LoganDive - Logan County Dive Team	2	0.01
MF203 - San Jose Fire Department	10	0.04
TA113 - Arrington Fire Department	47	0.18

CFS Incident Activity Report

Print Date/Time: 01/18/2017 10:23
Login ID: mlm7229
Layer: All

From Date: 12/01/2013 00:00(Continuous)
To Date: 11/30/2014 23:59

Total Calls Dispatched To: ----- **30863**

CFS Incident Activity Report

Print Date/Time: 01/18/2017 10:27
Login ID: mim7229
Layer: All
Areas: All

From Date: 12/01/2014 00:00(Continuous)
To Date: 11/30/2015 23:59

ORI	CALLS FOR SERVICE DISPATCHED TO	PERCENT OF TOTAL CALLS FOR SERVICE
113 - Atlanta Fire Department	163	0.67
124 - Beason Fire Department	24	0.10
144 - Chestnut Fire Department	66	0.27
154 - Elkhart Fire Department	53	0.22
163 - Emden Fire Department	79	0.33
174 - Hartsburg Fire Department	41	0.17
184 - Latham Fire Department	76	0.31
191 - Lincoln Fire Department	2302	9.51
201 - Lincoln Rural Fire Department	691	2.85
223 - Middletown Fire Department	125	0.52
234 - Cornland Fire Department	20	0.08
244 - New Holland Fire Department	52	0.21
254 - Mt Pulaski City-Rural Fire Department	215	0.89
3641 - Logan County Paramedics Association	2800	11.56
EMA - Logan County Emergency Management Agency	6	0.02
IL0540000 - Logan County Sheriff's Office	8027	33.15
IL0540100 - Atlanta Police Department	326	1.35
IL054013N - Logan Dispatch	3	0.01
IL0540200 - Lincoln Police Department	13554	55.98
IL0540300 - Mt Pulaski Police Department	241	1.00
IL0540800 - Elkhart Police Department	29	0.12
IL0540900 - New Holland Police Department	36	0.15
IL0630400 - San Jose Police Department	1	0.00
LcCoroner - Logan County Coroner's Office	11	0.05
LoganDive - Logan County Dive Team	3	0.01
MF203 - San Jose Fire Department	17	0.07

CFS Incident Activity Report

Print Date/Time: 01/18/2017 10:27
Login ID: mim7229
Layer: All
Areas: All

From Date: 12/01/2014 00:00(Continuous)
To Date: 11/30/2015 23:59

ORI	CALLS FOR SERVICE DISPATCHED TO	PERCENT OF TOTAL CALLS FOR SERVICE
TA113 - Arrington Fire Department	47	0.19
	Total Calls Dispatched To: -----	29008

2016

CFS Incident Activity Report

Print Date/Time: 01/18/2017 10:30
 Login ID: mlm7229
 Layer: All
 Areas: All

From Date: 12/01/2015 00:00(Continuous)
 To Date: 11/30/2016 23:59

ORI	CALLS FOR SERVICE DISPATCHED TO	PERCENT OF TOTAL CALLS FOR SERVICE
113 - Atlanta Fire Department	223	0.89
124 - Beason Fire Department	28	0.11
144 - Chestnut Fire Department	49	0.20
154 - Elkhart Fire Department	51	0.20
163 - Emden Fire Department	55	0.22
174 - Hartsburg Fire Department	44	0.18
184 - Latham Fire Department	72	0.29
191 - Lincoln Fire Department	2395	9.54
201 - Lincoln Rural Fire Department	722	2.88
223 - Middletown Fire Department	105	0.42
234 - Cornland Fire Department	5	0.02
244 - New Holland Fire Department	51	0.20
254 - Mt Pulaski City-Rural Fire Department	215	0.86
3641 - Logan County Paramedics Association	2859	11.39
EMA - Logan County Emergency Management Agency	15	0.06
IL0540000 - Logan County Sheriff's Office	8682	34.59
IL0540100 - Atlanta Police Department	847	3.37
IL054013N - Logan Dispatch	1	0.00
IL0540200 - Lincoln Police Department	13598	54.17
IL0540300 - Mt Pulaski Police Department	153	0.61
IL0540800 - Elkhart Police Department	42	0.17
IL0540900 - New Holland Police Department	15	0.06
LcCoroner - Logan County Coroner's Office	6	0.02
LoganDive - Logan County Dive Team	1	0.00
MF203 - San Jose Fire Department	10	0.04
TA113 - Armington Fire Department	49	0.20

CFS Incident Activity Report

Print Date/Time: 01/18/2017 10:30
Login ID: m/m7229
Layer: All

From Date: 12/01/2015 00:00(Continuous)
To Date: 11/30/2016 23:59

Total Calls Dispatched To: -----
30294

120113 - 11/2016

CFS Incident Activity Report

Print Date/Time: 01/18/2017 10:35
Login ID: mfm7229
Layer: All
Areas: All

From Date: 12/01/2013 00:00(Continuous)
To Date: 11/30/2016 23:59

ORI	CALLS FOR SERVICE DISPATCHED TO	PERCENT OF TOTAL CALLS FOR SERVICE
113 - Atlanta Fire Department	614	0.82
124 - Beason Fire Department	103	0.14
144 - Chestnut Fire Department	177	0.23
154 - Elkhart Fire Department	157	0.21
163 - Emden Fire Department	198	0.26
174 - Hartsburg Fire Department	125	0.17
184 - Latham Fire Department	222	0.29
191 - Lincoln Fire Department	7017	9.32
201 - Lincoln Rural Fire Department	2195	2.91
223 - Middletown Fire Department	334	0.44
234 - Comland Fire Department	39	0.05
244 - New Holland Fire Department	174	0.23
254 - Mt Pulaski City-Rural Fire Department	633	0.84
3641 - Logan County Paramedics Association	8460	11.23
EMA - Logan County Emergency Management Agency	37	0.05
IL0540000 - Logan County Sheriff's Office	25663	34.07
IL0540100 - Atlanta Police Department	1364	1.81
IL054013N - Logan Dispatch	4	0.01
IL0540200 - Lincoln Police Department	41591	55.21
IL0540300 - Mt Pulaski Police Department	624	0.83
IL0540800 - Elkhart Police Department	82	0.11
IL0540900 - New Holland Police Department	110	0.15
IL0630400 - San Jose Police Department	28	0.04
LcCoroner - Logan County Coroner's Office	28	0.04
LoganDive - Logan County Dive Team	6	0.01
MF203 - San Jose Fire Department	37	0.05

CFS Incident Activity Report

Print Date/Time: 01/18/2017 10:35
Login ID: mhm7229
Layer: All
Areas: All

From Date: 12/01/2013 00:00(Continuous)
To Date: 11/30/2016 23:59

ORI	CALLS FOR SERVICE DISPATCHED TO	PERCENT OF TOTAL CALLS FOR SERVICE
TA113 - Arrington Fire Department	143	0.19
Total Calls Dispatched To:	90165	

**LOGAN COUNTY SAFETY COMPLEX
GOVERNMENTAL AGREEMENT
(COMMUNICATIONS ROOM)**

WHEREAS, Emergency Telephone System Board (hereinafter ETSB) operates a building commonly known as the Logan County Safety Complex (hereinafter Complex); and

WHEREAS, the City of Lincoln (hereafter City) previously has utilized a portion of the Complex to house its police officers and any offenders which those officers may have lawfully detained for a period of approximately twenty-seven years last past; and

WHEREAS, the ETSB and the City desire to set forth the respective obligations of each of the foregoing units of local government with regards to the Complex so that the Complex continues to operate in an efficient manner and both units of local government continue to provide the best possible service to its citizens.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION ONE: The foregoing "Whereas" clauses are incorporated herein by reference and made a part hereof.

SECTION TWO: This agreement is adopted by the City and ETSB (a County entity) pursuant to Article VII, Section 10, of the Illinois Constitution of 1970, and Chapter 5, Illinois Compiled Statutes, Section 220/1 et. Seq.

SECTION THREE: The obligations of the City are as follows:

a) **RADIO/COMMUNICATION EXPENSES:** During the first seven years of this Contract, the City pledges the sum of \$6,000.00 total per year plus a 5% increase each year hereafter as more specifically set forth as "Exhibit A" attached hereto for the repair or replacement of electronic equipment used by, ETSB, County of Logan and the City of Lincoln jointly in the radio control room.

b) MANNER OF PAYMENT: The City shall pay its annual payment on or before December 1, 2010 and on the 1st day of December of each year hereafter.

SECTION FOUR: The terms of this lease agreement shall be for an original term of seven years, commencing at 12:01 a.m., December 1, 2010 and ending 11:59 p.m., November 30, 2017 and a subsequent seven year term subject to the same terms and conditions as set forth herein unless either party gives sixty (60) days written notice of their intention to terminate this Agreement.

SECTION FIVE: The radio control room shall continue to be used by the ETSB. The ETSB shall have the exclusive use, possession, and occupancy of the radio control room including access to the same during the life of this Contract.

SECTION SIX: Any amendment to this Agreement shall be in writing and signed by the Chairman and Mayor of the ETSB and City respectively, after being favorably voted on by both sides.

Dated: 10-27-2010

Dated: 11-15-10

Michael A. Gatzert
Chairman
Logan County ETSB

Kath Smyth
Mayor
City of Lincoln

Attest: Randall R. Cochran
Secretary for ETSB

Attest: Denise K. Martin
City Clerk

EXHIBIT A
RADIO COMMUNICATION EXPENSES

2010-2011	\$6,000.00
2011-2012	\$6,300.00
2012-2013	\$6,615.00
2013-2014	\$6,945.75
2014-2015	\$7,293.04
2015-2016	\$7,657.69
2016-2017	\$8,040.57





2019 Tentative Racing Schedule

Fri-Sun, Mar 15-17 Hickory Point Mall Car Show

Sunday, March 24 Test & Tune For All Divisions (12:00-4:00)

Saturday, March 30 Test & Tune For All Divisions (12:00-4:00)

Friday, April 12  2019 Season Opening Door Buster College Students Night At The Races Midwest Street Stock Championship Opener (PLM, MOD, MSSC, DII, HOR)

Friday, April 26  Fan Appreciation Night/\$10 Admission \$1 Dogs/\$2 Beers (305 SPRINTS, B10 PLM, MOD, DII, HOR)

Friday, May 3 Ladies Night/\$5 Ladies Admission (PLM, MOD, B10 SS, DII, HOR)

Friday, May 17 Big Ten Super Late Model Shootout Abe Lincoln Quarter Midget Assoc. Night (B10 SLM, MOD, SS, DII, HOR)

Friday, June 7 4th Hornet Challenge \$1,000 To Win (PLM, MOD, KIDMODZ, DII, HOR)

Sunday, June 16  POWRI Illinois Midget Week Presented By US 92.7 FM (POWRI Midgets, Micros, B10 PLM, MOD, DII)

Sunday, June 30  DIRTcar Summer Nationals Hell Tour "Graue Chevrolet Showdown" +POWRI National Midgets (SLM, MIDGETS, MOD)

Friday, July 12  Built FORD Tough MOWA Sprint Cars Presented By The Courier (MOWA, B10 PLM, MOD, DII)

Sunday, July 21  Central Illinois Motorsports Nostalgia Reunion.. Featuring Springfield & Macon Speedways (305 SPRINTS, PLM, MOD, B10 SS, DII, HOR)

Friday, August 9 All American Night Of Speed (PLM, MOD, BMOD, DII, HOR, KidModz)

Friday, August 16 Night Before State Fair Race (POWRI Midgets, B10 PLM, MOD, DII)

Friday, August 30  Brandt Season Championships FIVE BUCK Night Grandstand Admission Just \$5 (PLM, MOD, SPORT, B10 SS, DII, HOR)

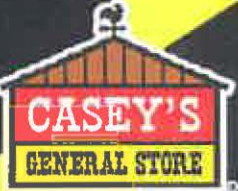
Friday, September 13 Kenny Wallace Racing Experience (www.dirtracewithkenny.com)



*SLM=Super Late Model - PLM=Pro Late Model - MOD=Modifieds - SS=Street Stocks - DII=DII Midgets
HOR=Hornets - SPORT=Sportsman - B10=Big Ten Point Event

Lincoln Speedway - Logan County Fairgrounds - 1408 Short Eleventh St. - Lincoln, IL 62656

For More Information Visit: www.lincolnspeedwayil.com Or Call 217-764-3200



Normal Times
Pits 4:00
Stands 5:00
Hotlaps 6:00
Racing 7:00



AM HOTEL

LINCOLN SPEEDWAY → 2018 ENDING RACE TIMES

RACE DATE	END TIME
15-Apr	rainout
27-Apr	9:29
18-May	rainout near end of heat races
26-May	10:10 reschedule of 5-18
1-Jun	10:19
10-Jun	rainout
15-Jun	10:15
1-Jul	rainout rescheduled for 7-9
9-Jul	9:15
13-Jul	9:59
22-Jul	9:28
3-Aug	9:15
17-Aug	9:07
31-Aug	10:07

REQUEST TO PERMIT

DATE: 3-5-19

We, the undersigned of the City of Lincoln, do hereby respectfully request the Mayor and City Council to permit

Raidspitter Car Club to Block off Barnside

Pulaski ST from melean to Kickerston st, and
Other flow on courthouse side of Kickerston st

from 5:00 to 8:00 Pm for Cruise Days on

The follow dates, ~~May 25th~~ May 25th

June 22, July 27th and Sept 28

If the above request is for use of City property, including streets and/ or alleys, please check one of the two boxes below:

A Certificate of Insurance Liability for the event is attached.

A Certificate of Insurance Liability for the event will be provided to the City no later than April 1 2019.

If City property is used, a Certificate of Insurance Liability is required listing the City as an additional insured. The City reserves the right to postpone review and consideration of this Request to Permit until a Certificate of Insurance Liability is provided.

Name: Jim Joepfer

Address: 502 Short Tenth St
Lincoln, IL 62656

Phone: 217-732-3519 Cell: 217-871-8431

Email: jd127ford@gmail.com

2019 STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made between City of Lincoln, whose address is 700 Broadway Street, Lincoln, Illinois 62656, hereinafter called the **CLIENT** and Crawford, Murphy & Tilly, Inc., Consulting Engineers, 2750 West Washington Street, Springfield, Illinois 62702, hereinafter called the **ENGINEER**.

WITNESSETH, that whereas the **CLIENT** desires the following described professional engineering, land surveying or architectural services:

Provide construction phase services for the Union Street Pump Station per the Scope of Work in Exhibit A.

NOW THEREFORE, the **ENGINEER** agrees to provide the above described services and the **CLIENT** agrees to compensate the **ENGINEER** for these services in the manner checked below:

- On a time and expense basis in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost. Professional or Subconsultant services performed by another firm will be invoiced at cost plus ten percent.
- At the lump sum amount of \$_____.

IT IS MUTUALLY AGREED THAT, payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**.

IT IS FURTHER MUTUALLY AGREED:

The **ENGINEER** shall provide assistance to the **CLIENT** as outlined in Exhibit A, Scope of Services. The Scope of Services and associated costs are estimated at **\$195,000**. The **ENGINEER** shall not exceed the estimated fee without the expressed written authorization from the **CLIENT**. The **ENGINEER** shall inform the **CLIENT** in writing if the fee is reached and shall not continue to work until the **CLIENT** authorizes additional fee.

The **CLIENT** and the **ENGINEER** each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the **CLIENT** nor the **ENGINEER** shall assign, sublet or transfer any part of his interest in this **AGREEMENT** without the written consent of the other party hereto. This **AGREEMENT**, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois. This **AGREEMENT** is subject to the General Conditions attached hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this _____ day of _____, 2019.

CLIENT:

(Client Name)

(Signature)

(Name and Title)

Date

ENGINEER:

CRAWFORD, MURPHY & TILLY, INC.

Christina Crites
(Signature)

Christina Crites, Vice President
(Name and Title)

Date

CMT Job No. _____

STANDARD GENERAL CONDITIONS
Crawford, Murphy & Tilly, Inc.

1. Standard of Care

In performing its professional services hereunder, the **ENGINEER** will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the **ENGINEER'S** undertaking herein or its performance of services hereunder.

2. Reuse of Document

All documents including Drawings and Specifications prepared by **ENGINEER** pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **CLIENT'S** sole risk and without liability or legal exposure to **ENGINEER**; and **CLIENT** shall indemnify and hold harmless **ENGINEER** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

3. Termination

This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, the **ENGINEER** shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place the **ENGINEER'S** files in order and/or to protect its professional reputation.

4. Parties to the Agreement

The services to be performed by the **ENGINEER** under this Agreement are intended solely for the benefit of the **CLIENT**. Nothing contained herein shall confer any rights upon or create any duties on the part of the **ENGINEER** toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

5. Construction and Safety

The **ENGINEER** shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site, nor shall the **ENGINEER** be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

6. Payment

Payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**. If payment is to be on a lump sum basis, monthly payments will be based on the portion of total services completed during the month. Invoices, or any part thereof, which are not paid within 30 days after the date of issue shall bear interest at the rate of 1-1/2% for each month or fraction thereof from the date 30 days after issue to time of payment. **CLIENT** will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by **ENGINEER** in collecting payment, including interest, for services rendered.

7. Indemnification for Release of Pollutants

If this project does not involve pollutants, this provision will not apply. This provision may not be deleted if the project involves pollutants.

If, due to the nature of the service covered under this Agreement including the potential for damages arising out of the release of pollutants, **CLIENT** agrees that in the event of one or more suits or judgments against **ENGINEER** in favor of any person or persons, or any entity, for death or bodily injury or loss of or damage to property or for any other claimed injury or damages arising from services performed by **ENGINEER**, **CLIENT** will indemnify and hold harmless **ENGINEER** from and against liability to **CLIENT** or to any other persons or entities irrespective of **ENGINEER'S** compensation and without limitation. It is understood that the total aggregate liability of **ENGINEER** arising from services performed by **ENGINEER** shall in no event exceed \$50,000 or the total compensation received under this agreement whichever is greater, irrespective of the number of or amount of such claims, suits, or judgments.

8. Risk Allocation Check box if this does not apply

The total liability, in the aggregate, of the **ENGINEER** and **ENGINEER'S** officers, directors, employees, agents and consultants, and any of them, to **CLIENT** and anyone claiming by, through or under **CLIENT**, for any and all injuries, claims, losses, expenses or damages arising out of the **ENGINEER'S** services, the project or this agreement, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of **ENGINEER** or **ENGINEER'S** officers, directors, employees, agents or consultants, or any of them, shall not exceed the total compensation received by **ENGINEER** under this agreement, or the total amount of \$50,000, whichever is greater.

CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
JANUARY 1, 2019

Classification	Regular Rate
Principal	\$ 220
Project Engineer II Project Architect II Project Manager II Project Environmental Specialist II	\$ 210
Project Engineer I Project Architect I Project Manager I Project Environmental Specialist I Project Structural Engineer I	\$ 185
Sr. Structural Engineer II	\$ 170
Sr. Technician II	\$ 155
Aerial Mapping Specialist	\$ 150
Sr. Engineer I Sr. Architect I Sr. Structural Engineer I Land Surveyor	\$ 145
Technical Manager II Environmental Specialist III	\$ 135
Sr. Technician I	\$ 130
Sr. Planner I GIS Specialist Engineer I Architect I Structural Engineer I	\$ 125
Environmental Specialist II Technician II	\$ 110
Planner I Technical Manager I Environmental Specialist I Technician I Project Administrative Assistant	\$ 90
Administrative/Accounting Assistant	\$ 50

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2020.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project.

Subconsultant services furnished to CMT by another company will be invoiced at actual cost, plus ten percent.

EXHIBIT A
SCOPE OF SERVICES

UNION STREET PUMP STREET CONSTRUCTION PHASE SERVICES

The **ENGINEER** will provide both construction administration and on-site construction services for the City of Lincoln. The services are described as follows:

Construction Administration

- Project Management as required to be the Owner's Representative as described in the contract documents.
- Respond to Requests for Information (RFIs) submitted by the Contractor
- Prepare Field Orders that direct the Contractor to make "no cost" changes to the contract documents.
- Prepare Requests for Proposal (RFPs) as required to request pricing from the Contractor for potential Change Orders. All RFPs will be reviewed and a recommendation to either accept or reject by the CLIENT.
- Prepare Change Orders based on CLIENT approval of RFP to make a formal change to the contract documents.
- Review all shop drawings submitted by the Contractor.
- Review any substitution requests submitted by the Contractor.
- Review and make comments on monthly Contractor payment application.
- Following submittal and approval of Contractor payment application, complete the Illinois Environmental Protection Agency (IEPA) State Revolving Loan Fund loan reimbursement form and submit to IEPA with all necessary documentation including all contractor documentation, executed change orders and other miscellaneous documentation to facilitate payment.
- Review all Contractor payroll records as required by the IEPA SRF Loan program. If errors are found, coordinate with Contractor to get corrections completed and records revised. Once project is complete, provide CLIENT with electronic copy of all records and one complete hard copy for retention.
- Attend construction meetings and act as the CLIENT's representative to facilitate construction activities.
- Once Contractor has requested substantial completion, prepare a punch list of all outstanding work to be completed prior to final payment. Review punch list to determine all items are addressed prior to final acceptance.
- Verify that all start-up services and training has been completed per contract documents.
- Complete a set of Record Documents containing all change orders, field orders, and changes noted by field staff and the Contractor.

Onsite Construction Observation by Resident Project Representative (RPR)

- Provide onsite Resident Project Representative to review progress of Contractor one days per week.
- Provide site visits as requested to review specialty construction issues on an as needed basis.

The CLIENT will:

- Provide additional onsite construction observation to supplement limited RPR role.
- Assign the role of Authorized Representative for signatory authority per IEPA.
- Provide a Designated Representative for the City to make decisions for contract cost changes up to \$10,000. Contract cost changes that exceed \$10,000 Will be held and brought before the City Council for authorization.
- Provide timely resolution to Change Orders and other construction related decisions as to not delay the Contractor's completion of the work.

EXHIBIT B

STATE REVOLVING FUND LOAN RELATED CONTRACT PROVISIONS

1. *Small and Minority Firms and Women's Business Enterprises:* The **ENGINEER** agrees to take affirmative steps to assure that small and minority firms and women's business enterprises are utilized when possible as sources of supplies, equipment, construction and services. As required by the award conditions of USEPA's Assistance Agreement with the IEPA, the **ENGINEER** acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.
2. *Records and Audits:* The **ENGINEER** shall maintain books, records, documents and other evidence directly pertinent to performance of Agency loan work under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards (666 Fifth Avenue, New York, New York 10019; June 1, 1987). The Illinois Environmental Protection Agency (IEPA) or any of its duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The **ENGINEER** will provide facilities for such access and inspection. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
3. *Disclosure of Information:* The **ENGINEER** agrees to the disclosure of all information and reports resulting from access to records pursuant to Item 2 above, to the IEPA. Where the audit concerns the **ENGINEER**, the auditing agency will afford the **ENGINEER** an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
4. *Maintaining Records:* Records under Item 2 above shall be maintained and made available during performance on IEPA loan work under this Agreement and until three years from date of final loan audit for the Project. In addition, those records which relate to any "dispute" appeal under an IEPA loan agreement or litigation, or the settlement of claims arising of such performance, costs or items to which an audit exception has been taken shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.
5. *Covenant Against Contingent Fees:* The **ENGINEER** warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this Agreement without Liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

6. Disbarment Under Federal Executive Order 12549: The **ENGINEER** certifies that the services of anyone debarred or suspended under Federal Executive Order 12549 has not or will not be used for design.

7. Nondiscrimination Clause: The **ENGINEER** shall not discriminate on the basis of race, color, national origin or sex in the performance of this **AGREEMENT**. The **ENGINEER** shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the **ENGINEER** to carry out these requirements is a material breach of this contract which may result in the termination of this **AGREEMENT** or other legally available remedies.

Construction Contract Completion Date: This **AGREEMENT** will end ninety (90) days from the construction completion date.

2019 STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made between City of Lincoln, whose address is 700 Broadway Street, Lincoln, Illinois 62856, hereinafter called the **CLIENT** and Crawford, Murphy & Tilly, Inc., Consulting Engineers, 2750 West Washington Street, Springfield, Illinois 62702, hereinafter called the **ENGINEER**.

WITNESSETH, that whereas the **CLIENT** desires the following described professional engineering, land surveying or architectural services:

Provide construction phase services for the Combined Sewer Treatment and other Improvements at the Wastewater Treatment Facility per the Scope of Work in Exhibit A.

NOW THEREFORE, the **ENGINEER** agrees to provide the above described services and the **CLIENT** agrees to compensate the **ENGINEER** for these services in the manner checked below:

- On a time and expense basis in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost. Professional or Subconsultant services performed by another firm will be invoiced at cost plus ten percent.
- At the lump sum amount of \$_____.

IT IS MUTUALLY AGREED THAT, payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**.

IT IS FURTHER MUTUALLY AGREED:

The **ENGINEER** shall provide assistance to the **CLIENT** as outlined in Exhibit A, Scope of Services. The Scope of Services and associated costs are estimated at **\$495,000**. The **ENGINEER** shall not exceed the estimated fee without the expressed written authorization from the **CLIENT**. The **ENGINEER** shall inform the **CLIENT** in writing if the fee is reached and shall not continue to work until the **CLIENT** authorizes additional fee.

The **CLIENT** and the **ENGINEER** each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the **CLIENT** nor the **ENGINEER** shall assign, sublet or transfer any part of his interest in this **AGREEMENT** without the written consent of the other party hereto. This **AGREEMENT**, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois. This **AGREEMENT** is subject to the General Conditions attached hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this _____ day of _____, 2019.

CLIENT:

ENGINEER:

(Client Name)

CRAWFORD, MURPHY & TILLY, INC.

(Signature)

Christina Crites
(Signature)

(Name and Title)

Christina Crites, Vice President
(Name and Title)

Date

Date

CMT Job No. _____

STANDARD GENERAL CONDITIONS
Crawford, Murphy & Tilly, Inc.

1. Standard of Care

In performing its professional services hereunder, the **ENGINEER** will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the **ENGINEER'S** undertaking herein or its performance of services hereunder.

2. Reuse of Document

All documents including Drawings and Specifications prepared by **ENGINEER** pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **CLIENT'S** sole risk and without liability or legal exposure to **ENGINEER**; and **CLIENT** shall indemnify and hold harmless **ENGINEER** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

3. Termination

This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, the **ENGINEER** shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place the **ENGINEER'S** files in order and/or to protect its professional reputation.

4. Parties to the Agreement

The services to be performed by the **ENGINEER** under this Agreement are intended solely for the benefit of the **CLIENT**. Nothing contained herein shall confer any rights upon or create any duties on the part of the **ENGINEER** toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

5. Construction and Safety

The **ENGINEER** shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site, nor shall the **ENGINEER** be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

6. Payment

Payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**. If payment is to be on a lump sum basis, monthly payments will be based on the portion of total services completed during the month. Invoices, or any part thereof, which are not paid within 30 days after the date of issue shall bear interest at the rate of 1-1/2% for each month or fraction thereof from the date 30 days after issue to time of payment. **CLIENT** will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by **ENGINEER** in collecting payment, including interest, for services rendered.

7. Indemnification for Release of Pollutants

If this project does not involve pollutants, this provision will not apply. This provision may not be deleted if the project involves pollutants.

If, due to the nature of the service covered under this Agreement including the potential for damages arising out of the release of pollutants, **CLIENT** agrees that in the event of one or more suits or judgments against **ENGINEER** in favor of any person or persons, or any entity, for death or bodily injury or loss of or damage to property or for any other claimed injury or damages arising from services performed by **ENGINEER**, **CLIENT** will indemnify and hold harmless **ENGINEER** from and against liability to **CLIENT** or to any other persons or entities irrespective of Engineer's compensation and without limitation. It is understood that the total aggregate liability of **ENGINEER** arising from services performed by **ENGINEER** shall in no event exceed \$50,000 or the total compensation received under this agreement whichever is greater, irrespective of the number of or amount of such claims, suits, or judgments.

8. Risk Allocation Check box if this does not apply

The total liability, in the aggregate, of the **ENGINEER** and **ENGINEER'S** officers, directors, employees, agents and consultants, and any of them, to **CLIENT** and anyone claiming by, through or under **CLIENT**, for any and all injuries, claims, losses, expenses or damages arising out of the **ENGINEER'S** services, the project or this agreement, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of **ENGINEER** or **ENGINEER'S** officers, directors, employees, agents or consultants, or any of them, shall not exceed the total compensation received by **ENGINEER** under this agreement, or the total amount of \$50,000, whichever is greater.

CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
JANUARY 1, 2019

Classification	Regular Rate
Principal	\$ 220
Project Engineer II Project Architect II Project Manager II Project Environmental Specialist II	\$ 210
Project Engineer I Project Architect I Project Manager I Project Environmental Specialist I Project Structural Engineer I	\$ 185
Sr. Structural Engineer II	\$ 170
Sr. Technician II	\$ 155
Aerial Mapping Specialist	\$ 150
Sr. Engineer I Sr. Architect I Sr. Structural Engineer I Land Surveyor	\$ 145
Technical Manager II Environmental Specialist III	\$ 135
Sr. Technician I	\$ 130
Sr. Planner I GIS Specialist Engineer I Architect I Structural Engineer I	\$ 125
Environmental Specialist II Technician II	\$ 110
Planner I Technical Manager I Environmental Specialist I Technician I Project Administrative Assistant	\$ 90
Administrative/Accounting Assistant	\$ 50

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2020.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project.

Subconsultant services furnished to CMT by another company will be invoiced at actual cost, plus ten percent.

EXHIBIT A
SCOPE OF SERVICES
CSO TREATMENT FACILITY CONSTRUCTION PHASE SERVICES

The **ENGINEER** will provide both construction administration and on-site construction services for the City of Lincoln. The services are described as follows:

Construction Administration

- Project Management as required to be the Owner's Representative as described in the contract documents.
- Respond to Requests for Information (RFIs) submitted by the Contractor
- Prepare Field Orders that direct the Contractor to make "no cost" changes to the contract documents.
- Prepare Requests for Proposal (RFPs) as required to request pricing from the Contractor for potential Change Orders. All RFPs will be reviewed and a recommendation to either accept or reject by the CLIENT.
- Prepare Change Orders based on CLIENT approval of RFP to make a formal change to the contract documents.
- Review all shop drawings submitted by the Contractor.
- Review any substitution requests submitted by the Contractor.
- Review and make comments on monthly Contractor payment application.
- Following submittal and approval of Contractor payment application, complete the Illinois Environmental Protection Agency (IEPA) State Revolving Loan Fund loan reimbursement form and submit to IEPA with all necessary documentation including all contractor documentation, executed change orders and other miscellaneous documentation to facilitate payment.
- Review all Contractor payroll records as required by the IEPA SRF Loan program. If errors are found, coordinate with Contractor to get corrections completed and records revised. Once project is complete, provide CLIENT with electronic copy of all records and one complete hard copy for retention.
- Attend construction meetings and act as the CLIENT's representative to facilitate construction activities.
- Once Contractor has requested substantial completion, prepare a punch list of all outstanding work to be completed prior to final payment. Review punch list to determine all items are addressed prior to final acceptance.
- Verify that all start-up services and training has been completed per contract documents.
- Complete a set of Record Documents containing all change orders, field orders, and changes noted by field staff and the Contractor.

Onsite Construction Observation by Resident Project Representative (RPR)

- Provide onsite Resident Project Representative to review progress of Contractor two days per week.
- Provide site visits as requested to review specialty construction issues on an as needed basis.

The CLIENT will:

- Provide additional onsite construction observation to supplement limited RPR role.
- Assign the role of Authorized Representative for signatory authority per IEPA.
- Provide a Designated Representative for the City to make decisions for contract cost changes up to \$10,000. Contract cost changes that exceed \$10,000 Will be held and brought before the City Council for authorization.
- Provide timely resolution to Change Orders and other construction related decisions as to not delay the Contractor's completion of the work.

EXHIBIT B

STATE REVOLVING FUND LOAN RELATED CONTRACT PROVISIONS

1. *Small and Minority Firms and Women's Business Enterprises*: The **ENGINEER** agrees to take affirmative steps to assure that small and minority firms and women's business enterprises are utilized when possible as sources of supplies, equipment, construction and services. As required by the award conditions of USEPA's Assistance Agreement with the IEPA, the **ENGINEER** acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.
2. *Records and Audits*: The **ENGINEER** shall maintain books, records, documents and other evidence directly pertinent to performance of Agency loan work under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards (666 Fifth Avenue, New York, New York 10019; June 1, 1987). The Illinois Environmental Protection Agency (IEPA) or any of its duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The **ENGINEER** will provide facilities for such access and inspection. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
3. *Disclosure of Information*: The **ENGINEER** agrees to the disclosure of all information and reports resulting from access to records pursuant to Item 2 above, to the IEPA. Where the audit concerns the **ENGINEER**, the auditing agency will afford the **ENGINEER** an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
4. *Maintaining Records*: Records under Item 2 above shall be maintained and made available during performance on IEPA loan work under this Agreement and until three years from date of final loan audit for the Project. In addition, those records which relate to any "dispute" appeal under an IEPA loan agreement or litigation, or the settlement of claims arising of such performance, costs or items to which an audit exception has been taken shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.
5. *Covenant Against Contingent Fees*: The **ENGINEER** warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this Agreement without Liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

6. Disbarment Under Federal Executive Order 12549: The **ENGINEER** certifies that the services of anyone debarred or suspended under Federal Executive Order 12549 has not or will not be used for design.

7. Nondiscrimination Clause: The **ENGINEER** shall not discriminate on the basis of race, color, national origin or sex in the performance of this **AGREEMENT**. The **ENGINEER** shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the **ENGINEER** to carry out these requirements is a material breach of this contract which may result in the termination of this **AGREEMENT** or other legally available remedies.

Construction Contract Completion Date: This **AGREEMENT** will end ninety (90) days from the construction completion date.

Agreement For Operations, Maintenance and Management Services

THIS AGREEMENT is entered into this ___ day of March, 2019 (“Effective Date”), by and between

The City of Lincoln, Illinois, a municipal corporation in the County of Logan, Sate of Illinois (hereinafter "OWNER")

and

Veolia Water Contract Services USA, LLC (f/k/a Contract Services, LLC) with offices at 700 E. Butterfield Road, Suite 201, Lombard, IL 60148 (hereinafter "VEOLIA").

WHEREAS, OWNER and VEOLIA are parties to Agreement for Contract Operation and Maintenance Wastewater Treatment Facilities and Management of Engineering Services by and between The City of Lincoln, Illinois and Environmental Management Corporation dated February 7, 2005, as amended by Amendment No. 1 dated February 5, 2007, Amendment No 2 dated April 19, 2010, Amendment No 3 dated August 5, 2012, Amendment No 4 dated April 10, 2015, Amendment No 5 dated May 18, 2015, and assigned to VEOLIA by the Bill of Sale, Assignment and Assumption Agreement dated July 13, 2018 (collectively the “Existing O&M Agreement”);

WHEREAS, the Existing O&M Agreement will expire on April 30, 2019 and the parties wish to amend certain terms of the Existing O&M Agreement, including consolidating the various limit budgets, and extend the term; and

WHEREAS, OWNER and VEOLIA desire to terminate and replace the Existing O&M Agreement with this Agreement for VEOLIA to continue to perform the operation, maintenance, repair under the modified terms and conditions and for the compensation provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, OWNER and VEOLIA agree as follows:

1. General
 - 1.1 Definitions of words and phrases used in this Agreement and the attachments are contained in Appendix A.
 - 1.2 All land, buildings, facilities, easements, licenses, rights-of-way, equipment and vehicles presently or hereinafter acquired or owned by OWNER shall remain the exclusive property of OWNER unless specifically provided for otherwise in this Agreement.
 - 1.3 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

- 1.4 This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party shall assign this Agreement without the prior written consent of the other party. Consent shall not be unreasonably withheld.
- 1.5 All notices shall be in writing and transmitted to the party's address listed below. All notices shall be deemed given when delivered, if delivered personally or by courier mail service, i.e., Federal Express or Airborne Express, delivered after such notice has been deposited in the United States mail postage prepaid, if mailed certified or registered U.S. mail, return receipt requested; or received by the party for which notice is intended if given in any other manner.

Notices required to be delivered to VEOLIA shall be addressed to:

Veolia Water Contract Services USA, LLC
700 E. Butterfield Road, Suite 201
Lombard, IL 60148
Attn: Senior Vice President - Central

With a mandatory simultaneous copy sent to:

Veolia Water Contract Services USA, LLC
53 State Street, 14th Floor
Boston MA 02109
Attn: General Counsel

Notices required to be delivered to OWNER shall be addressed to:

City of Lincoln, Illinois
600 Broadway Street
Lincoln, Illinois 62656-2838
Attention: City Clerk

- 1.6 This Agreement, including Appendices A through E, is the entire Agreement between the parties. This Agreement may be modified only by written agreement signed by both parties. Wherever used, the terms "VEOLIA" and "OWNER" shall include the respective officers, agents, directors, elected or appointed officials and employees and, where appropriate, subcontractors or anyone acting on their behalf.
- 1.7 If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

- 1.8 It is understood that the relationship of VEOLIA to the OWNER is that of independent contractor. The services provided under this Agreement are of a professional nature and shall be performed in accordance with good and accepted industry practices for contract operators similarly situated. However, such services shall not be considered engineering services and nothing herein is intended to imply that VEOLIA is to supply professional engineering services to OWNER unless specifically stated in this Agreement to the contrary.
- 1.9 If any litigation is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees which are directly attributed to such litigation in addition to any other relief to which it may be entitled.
- 1.10 Nothing in this Agreement shall be construed to create in any third party or in favor of any third party any right(s), license(s), power(s) or privilege(s).
- 1.11 Prior to the commencement of work under this Agreement, each party shall designate in writing an employee or other representative of the designating party who shall have full authority to approve changes in the Scope of Work and compensation therefore, execute written Change Orders reflecting such changes, render decisions promptly, and furnish information expeditiously to the other party when necessary.
- 1.12 This Agreement shall be interpreted in accordance with its plain meaning and not strictly for or against either party hereto.
- 1.13 As of the Commencement Date, the Existing O&M Agreement is terminated and no longer in force of effect. As of the Commencement Date, all rights and obligations contained in this Agreement shall begin.

2. VEOLIA' Services – General

- 2.1 VEOLIA shall provide a sufficient number of certified and qualified personnel, including management, administrative, operational, technical, laboratory and clerical, who meet relevant State of Illinois requirements and certifications regarding wastewater treatment operations, maintenance and management and are capable and demonstrate experience necessary to operate the facilities covered by this Agreement. Veolia will provide a Project Manager possessing the skills and experience to manage a Class I wastewater treatment facility, collection system, and, if necessary, related construction project. On April 1 of each year, Veolia shall provide to the City Clerk a copy of evidence of compliance with this Section 2.1.
- 2.2 VEOLIA shall provide ongoing training and education for appropriate personnel in all necessary areas of modern wastewater process control, maintenance, safety, and supervisory skills.

- 2.3 VEOLIA shall develop and/or supply and utilize computerized programs for maintenance, process control, cost accounting, and laboratory Quality Assurance/Quality Control. Such programs shall be capable of readily providing historical data and trends.
- 2.4 Within fifteen (15) days after VEOLIA begins service under this Agreement, VEOLIA will provide a physical inventory of the OWNER's vehicles and equipment valued equal to or greater than one thousand dollars (\$1,000) in use at the Project and a general statement as to the condition of each vehicle or piece of equipment.
- 2.5 VEOLIA will provide OWNER with a physical inventory of chemicals currently at use as of the Commencement Date (polymer and sodium hypochlorite) and other consumables on hand when VEOLIA begins services under this Agreement. VEOLIA will provide OWNER with the same quantity of chemicals or equivalent upon termination of this Agreement.
- 2.6 VEOLIA shall be responsible for maintaining all manufacturers' warranties on new equipment purchased by OWNER and assist OWNER in enforcing existing equipment warranties and guarantees.
- 2.7 At OWNER's request, VEOLIA shall provide the OWNER with a monthly report from the Computer Management Maintenance System (CMMS) that preventive maintenance is being performed on OWNER's owned equipment in accordance with manufacturer's recommendations at intervals and in sufficient detail as may be determined by the OWNER. Such a maintenance program must include documentation of corrective and preventive maintenance and a spare parts list.
- 2.8 VEOLIA shall operate, maintain and/or monitor the Project on a 24-hour per day, seven day per week schedule, but the facilities will only be fully staffed Monday through Friday for eight (8) hours a day. VEOLIA shall staff Saturday and Sunday on a part-time as-needed basis.
- 2.9 Visits may be made at a reasonable time by OWNER's officers so designated by the OWNER's representative. Keys for the Project shall be provided to OWNER by VEOLIA for such visits. All visitors to the Project shall comply with VEOLIA' operating and safety procedures.
- 2.10 VEOLIA will implement and maintain an employee safety program in compliance with applicable laws, rules and regulations and make recommendations to OWNER regarding the need, if any, for OWNER to rehabilitate, expand or modify the Project to comply with governmental safety regulations applicable to VEOLIA' operations hereunder and federal regulations promulgated pursuant to the Americans With Disability Act ("ADA"). Nothing herein shall be construed to place upon VEOLIA

a duty to find and report violations of either the safety laws or the ADA at the Facility.

- 2.11 VEOLIA may modify the process and/or facilities to achieve the objectives of this Agreement and charge the Costs to the Maintenance and Repair Limit; provided, however, no modification shall be without OWNER's prior written approval if the complete modification Cost shall be in excess of Five Thousand Dollars (\$5,000).
- 2.12 In any emergency affecting the safety of persons or property, VEOLIA may act without written amendment or change order, at VEOLIA' discretion, to prevent threatened damage, injury or loss. VEOLIA shall be compensated by OWNER for the itemized Direct Costs and expenses plus ten 10% of any such emergency work notwithstanding the lack of prior written authorization by OWNER. Such reimbursement shall include, but is not limited to, VEOLIA's non-labor Direct Costs for the emergency work. VEOLIA shall provide OWNER'S representative verbal notice within one (1) hour of VEOLIA's determination that an emergency exists, and the nature of the emergency; and provide written notice to OWNER'S representative within twenty-four (24) hours of determining that an emergency exists, and the nature of the emergency. Nothing contained in this Section shall impose upon VEOLIA a duty to perform any emergency work absent a change order and failure to perform any such emergency work shall not impose upon VEOLIA any liability for errors and omissions.
- 2.13 As required by law, permit or court order, VEOLIA will prepare plant performance reports and submit them to OWNER for signature and transmittal to appropriate authorities. These reports will include the quarterly reports and system evaluations identified in the Agreed Orders for the sewer system.
- 2.14 VEOLIA will provide laboratory testing and sampling presently required by plant performance portions of the NPDES permit, the Clean Water Act and/or any federal, state or local rules and regulations, statutes or ordinances, permit or license requirements or judicial and regulatory orders and decrees. VEOLIA shall additionally provide technical and analytical services to OWNER to assist OWNER in managing OWNER's Industrial Pretreatment Program including sampling, monitoring and preparation of the required reports.
- 2.15 VEOLIA will provide for the collection and hauling of solid waste, screenings, grit, sludge and scum ("Waste") to OWNER's existing or approved disposal sites. It shall be the sole right and responsibility of OWNER to designate, approve or select disposal sites to be used by VEOLIA for OWNER's waste materials. All Waste and/or byproduct treated and/or generated during VEOLIA' performance of services is and shall remain the sole and exclusive property of OWNER. All manifests or other documentation required for disposal of Waste shall be signed by or in the name of the OWNER. Upon OWNER's reasonable request, VEOLIA assist OWNER with recommendations of disposal sites.

- 2.16 On an annual basis no later than March 15th of each calendar year, VEOLIA shall provide OWNER with a listing of recommended capital improvements that VEOLIA believes will be required for any of the facilities covered by the Agreement. Subject to the terms of this Agreement, VEOLIA shall not be relieved of its responsibilities to perform the services required hereunder if the recommendations are not implemented.
- 2.17 RESERVED.
- 2.18 VEOLIA shall use reasonable efforts consistent with best industry practices and the Agreement to control odors from the Facility so that no disruption of adjacent facilities occurs. VEOLIA, in conjunction with OWNER, shall develop a program that identifies procedures for certifying and documenting odor complaints, and shall establish procedures to address recurrent failures of the odor control program.
- 2.19 VEOLIA shall comply with the requirements of OWNER regarding affirmative action and provisions for minority hiring.
- 2.20 VEOLIA shall provide OWNER with an accounting of all reconcilable expenditures at intervals and in sufficient detail as may be reasonably determined by OWNER, and assist OWNER in the preparation of annual operating budgets.

3. VEOLIA' Scope of Services – Wastewater Treatment

- 3.1 This Article shall apply to VEOLIA' OM&M services for the OWNER's wastewater treatment system.
- 3.2 Within the design capacity and capabilities of the Wastewater Treatment Facility described in detail in Appendix B, VEOLIA will manage, operate and maintain the Wastewater Treatment Facility designed to treat 4.19 million gallons a day so that effluent discharged from the Plant's outfalls meets the requirements specified in Appendix C-1. VEOLIA shall monitor all wastewater entering the Wastewater Treatment Facility and treat all such wastewater in accordance with the terms of this Agreement and applicable law.
- 3.3 Subject to the availability of funds within the Maintenance and Repair Limit, VEOLIA will perform all Maintenance and Repairs for the Wastewater portion of the Project for those Events that are equal to or greater than five thousand dollars (\$5,000) per Event in the Wastewater Treatment Facility and equal to or greater than five thousand dollars (\$5,000) per Event in the Wastewater Collection System. VEOLIA shall submit a monthly accounting to OWNER, along with a detailed invoice, if Maintenance and Repair expenditures for the Project exceed the Maintenance and Repair Limit specified in Section 7.1.

- 3.4 VEOLIA will pay Costs as provided for in this Agreement incurred in normal Wastewater operations.
- 3.5 VEOLIA will ensure sludge levels at the termination of this Agreement will be no greater quantity than at the commencement of this Agreement.
4. VEOLIA' Scope of Services - Wastewater Collection System
- 4.1 This Article shall apply to VEOLIA' maintenance and repair services for the OWNER's Wastewater Collection System serving the OWNER. The Wastewater Collection System is described in Appendix B. Any additional services or lines will constitute a change of scope. VEOLIA shall not be responsible for completing any new service connections unless OWNER agrees to pay for such service as a Change in Scope hereunder.
- 4.2 VEOLIA will maintain and repair the Wastewater Collection System pursuant to the terms of this Agreement, including but not limited to Section 3.3. VEOLIA' responsibility for the Wastewater Collection System shall end at the earlier of: (a) customer's property line, (b) point of delivery to Customer or (c) point of change in ownership from OWNER's Wastewater Collection System to OWNER's customer's lateral. Veolia will annually inspect and perform Light Cleaning on 10% of the Wastewater Collection System pipe sizes 6 to 36 inches. "Light cleaning" is defined as cleaning up to 3 passes per pipe. Any other cleaning on Small Pipes, including but not limited to cleaning more than ten percent (10%) of the Small Pipes annually, or cleaning that is not within the definition of Light cleaning listed above, or cleaning on other than Small Pipes (pipe sizes larger than 36") will be performed as a Cost plus ten 10% to OWNER. VEOLIA shall annually inspect ten percent (10%) of the manholes documented and evidenced as existing as of the Commencement Date of this Agreement in the Wastewater Collection System. VEOLIA shall document the results and prioritize any needed repairs. Inspections shall include cleaning and removal of debris as required.
- 4.3 Costs associated with the services described in this Article shall be charged to the Maintenance and Repair Limit specified in Section 7.1.
- 4.4 Sewer Back-Up Procedure. From and after the inception of the Term of this Agreement, VEOLIA shall establish (i) a routine, normal sewer line preventative maintenance program, and (ii) corrective procedures to be implemented in the event of any personal injury or property damage resulting from a sewer back-up which will consist of the following:
- 4.4.1 Upon receipt of a citizen notice, VEOLIA will determine whether the cause of the sewer back-up was an obstruction in OWNER's main sewer line or the citizen's house lateral line;

- 4.4.2 If the obstruction is in OWNER's main sewer line (not citizen's lateral line), VEOLIA will (i) remove the cause of the sewer line obstruction by implementation of its corrective procedures; (ii) document the approximate date and time of the obstruction; (iii) determine the extent of the personal injury or property damage, if any; (iv) contact a predetermined remediation company to clean up the sewer back up and to minimize any damage, the cost of which will be paid by OWNER; and (v) provide notice to OWNER's insurance carrier of potential loss claim;
- 4.4.3 If the sewer line back up is within the citizen's lateral line, VEOLIA will advise the citizen to contact a remediation service company and citizen's homeowner's insurance carrier, and
- 4.4.4 If the citizen files a claim against OWNER or VEOLIA, VEOLIA will notify OWNER and OWNER shall be responsible for all liability except for liability solely caused by Veolia's negligence or willful actions. .

After completing the procedure set forth in Subsections 4.4.1 through 4.4.3 above, VEOLIA shall have no further responsibility or liability to OWNER or the citizen(s) for the personal injury or property damage caused by the sewer back-up or the consequences thereof.

5. RESERVED.

6. OWNER's Duties

- 6.1 The OWNER shall fund all necessary Capital Expenditures, which shall be performed by VEOLIA under an appropriate Change in Scope amendment to this Agreement. Priority shall be given to safety and the ADA related expenses described in Section 2.10. Any loss, damage, or injury resulting from OWNER's failure to provide capital improvements and/or funds in excess of the Maintenance and Repair Limit when reasonably requested by VEOLIA shall be the sole responsibility of OWNER.
- 6.2 The OWNER shall keep in force all Project warranties, guarantees, easements and licenses that have been granted to OWNER and are not transferred to VEOLIA under this Agreement.
- 6.3 The OWNER shall pay all sales, excise, *ad valorem*, property, franchise, occupational and disposal taxes, or other taxes associated with the Project other than taxes imposed upon VEOLIA' net income and/or payroll taxes for VEOLIA employees. In the event VEOLIA is required to pay any sales tax or use taxes on the value of the services provided by VEOLIA hereunder or the services provided by any subcontractor of VEOLIA, such payments shall be reimbursed by the OWNER

unless the OWNER furnishes a valid and properly executed exemption certificate relieving the OWNER and VEOLIA of the obligation for such taxes. In the event the OWNER furnishes an exemption certificate which is invalid or not applicable to services by VEOLIA, the OWNER shall indemnify VEOLIA for any taxes, interest, penalties, and increment costs, expenses or fees which it may incur as a result of VEOLIA' reliance on such certificate.

- 6.4 The OWNER shall provide VEOLIA, within a reasonable time after request and on an "as available" basis, with the temporary use of any piece of OWNER's heavy equipment that is available so that VEOLIA may discharge its obligations under this Agreement in the most cost-effective manner.
- 6.5 OWNER shall provide all registrations and licenses for OWNER's vehicles used in connection with the Project.
- 6.6 OWNER shall provide for VEOLIA' exclusive use of all vehicles and equipment presently in full-time use at the Project.
- 6.7 OWNER shall provide for VEOLIA' entry into existing disposal sites for disposal of garbage, screenings, grit, sludge and scum.
- 6.8 OWNER shall provide the Project with appropriate security personnel and/or devices to protect against any losses resulting from the theft, damage, or unauthorized use of property owned by OWNER and shall accept liability for such losses except to the extent such losses are directly caused by the negligent acts or omissions of VEOLIA.
- 6.9 OWNER is responsible for Maintenance and Repair Costs and expenditures equal to or greater than five thousand dollars (\$5,000) per Event in the Wastewater Treatment Facility and equal to or greater than five thousand dollars (\$5,000) per Event in the Wastewater Collection System.
- 6.10 RESERVED.
- 6.12 The OWNER shall keep in force any project warranties, guarantees, easements and licenses that have been granted to OWNER and are not transferred to VEOLIA under this Agreement.
- 6.13 The OWNER shall continue to be responsible and pay for the general administration and enforcement of (i) the Wastewater and Collection System, (ii) OWNER's Industrial Pretreatment Program, (iii) new sewer connections unless VEOLIA is retained to perform such functions as a Change in Scope hereunder, and (iv) long-term System and Service Area planning. Typical administration costs associated with the above activities include costs such as the services of the auditor, lawyer, and liability insurance.

6.14 OWNER shall be responsible for the following sewer maintenance work items:

6.14.1 Remove debris from inlet grates after rain storms;

6.14.2 Cleaning ditches;

6.14.3 Minor curb repairs;

6.14.4 Installation and maintenance of culvert, except cleaning of the culvert;

6.14.5 Mowing, except around the lift stations and at the Wastewater Treatment Plant; and

6.14.6 Permanent pavement patches for Wastewater Collection System performed by OWNER prior to the effective date of this Agreement.

6.15 OWNER will pay for all electricity for the Facilities directly to the utility provider. OWNER shall provide copies of all invoices to VEOLIA.

6.16 OWNER shall complete and return work orders with information required to continue the operation of the Computerized Maintenance Management System.

7. Compensation

7.1 VEOLIA' compensation under this Agreement shall consist of an Annual Fee. The Annual Fee for the period May 1, 2019 through April 30, 2020 shall be one million two hundred forty thousand eight hundred thirty dollars and zero cents (\$1,240,830). The Maintenance and Repair Limit included in the Annual Fee is seventy-five thousand three hundred dollars (\$75,300).

7.2 RESERVED

7.3 If actual Maintenance and Repair expenditures are less than the Maintenance and Repair Limit for any Agreement year, VEOLIA will rebate the entire difference to OWNER in accordance with Section 8.3. If actual Maintenance and Repair expenditures exceed the Maintenance and Repair Limit, OWNER will pay the excess to VEOLIA in accordance with Section 8.3. VEOLIA will notify OWNER when actual Maintenance and Repair expenditures equal eighty percent (80%) of Maintenance and Repair Limit.

7.4 The services being provided under this Agreement are based on reasonably expected overtime for normal breakdowns or services required after hours. Any additional expenses including straight or overtime wages, including those caused by severe weather, a disaster or unplanned event that may be recovered through billing any third party including the State or Federal Government FEMA funds, shall be billed to the OWNER for reimbursement and OWNER shall reimburse these Costs to VEOLIA.

7.5 The Annual Fee will be increased annually by multiplying the existing Annual Fee by the percentage increase using an index procedure as detailed in Appendix E.

8. Payment of Compensation

8.1 One-twelfth (1/12) of the Annual Fee for the current year shall be due and payable on the first of the month for each month that services are provided.

8.2 All other compensation to VEOLIA is due upon receipt of VEOLIA' invoice and payable within fifteen (15) days.

8.3 Any monies payable pursuant to Section 7.3 will be paid within thirty (30) calendar days after the end of each month.

8.4 OWNER shall pay interest at an annual rate equal to the fluctuating interest rate per annum, which rate per annum shall be equal to, at any given time, the rate of interest announced publicly by the J. P. Morgan Chase & Co., New York, New York, or any of its successors in interest from time to time, as its Prime Rate as then in effect, or if J.P. Morgan Chase & Co, New York, New York is no longer in business, then the Prime Rate then in effect as published by The Wall Street Journal, and if The Wall Street Journal does not quote a Prime Rate, then most nearly comparable index published by such source, all plus one and one half percent (1.5%), said rate of interest not to exceed any limitation provided by law, on payments not paid and received within fifteen (15) calendar days of the due date, such interest being calculated from the due date of the payment. In the event the charges hereunder might exceed any limitation provided by law, such charges shall be reduced to the highest rate or amount within such limitation.

9. Scope Changes

9.1 A Change in Scope of services shall occur when and as VEOLIA' costs of providing services under this Agreement change as a result of:

9.1.1 any change in Project operations, personnel qualifications or staffing or other cost which is a result of an Unforeseen Circumstance;

9.1.2 increases or decreases in the user base;

9.1.3 increases or decreases of not less than ten percent (10%) in the influent flow or loadings as demonstrated by a twelve month floating average compared to the twelve month period ending on the effective date of this Agreement (baseline flow and loading information is located in Appendix C-1);

- 9.1.4 increases or decreases in rates or other related charges (including taxes) imposed upon VEOLIA by a taxing authority - excluding taxes based on VEOLIA' net income; and/or
 - 9.1.5 OWNER's request of VEOLIA and VEOLIA's consent to provide additional services.
 - 9.2 For Changes in Scope described in Sections 9.1.1 through, and including, 9.1.3, the Annual Fee shall be increased (or decreased) by an amount equal to VEOLIA's additional (reduced) Cost associated with the Change in Scope plus ten percent (10%). Modifications of the Annual Fee as a result of conditions described in Section 9.1.3 shall be retroactive to the beginning of the twelve-month comparison period.
 - 9.3 For Changes in Scope described in Section 9.1.4, the Annual Fee shall be increased (or decreased) by an amount equal to VEOLIA' additional (reduced) Cost associated with such Change in Scope.
 - 9.4 OWNER and VEOLIA shall negotiate an increase in VEOLIA' Annual Fee for Changes in Scope based on Section 9.1.5.
10. Indemnity, Liability and Insurance
- 10.1 VEOLIA hereby agrees to indemnify and hold OWNER harmless from any liability or damages for bodily injury, including death, property damages and pollution damages which may arise from VEOLIA' negligence or willful misconduct under this Agreement.
 - 10.2 OWNER agrees to indemnify and hold VEOLIA harmless from any liability or damage or bodily injury, including death, property damages and pollution damages which may arise from all causes of any kind other than VEOLIA' negligence or willful misconduct, including, but not limited to, breach of a OWNER warranty.
 - 10.3 NEITHER VEOLIA NOR THE OWNER SHALL BE LIABLE TO THE OTHER IN ANY ACTION OR CLAIM FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, LOSS OF PROFITS, LOSS OF OPPORTUNITY, LOSS OF PRODUCT OR LOSS OF USE. ANY PROTECTION AGAINST LIABILITY FOR LOSSES OR DAMAGES AFFORDED ANY INDIVIDUAL OR ENTITY BY THESE TERMS SHALL APPLY WHETHER THE ACTION IN WHICH RECOVERY OF DAMAGES IS SOUGHT IS BASED ON CONTRACT, TORT (INCLUDING SOLE, CONCURRENT OR OTHER NEGLIGENCE AND STRICT LIABILITY OF ANY PROTECTED INDIVIDUAL OR ENTITY), STATUTE OR OTHERWISE. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES, WHICH ARE INCONSISTENT WITH THESE TERMS, ARE WAIVED.

- 10.4 VEOLIA shall be liable for those fines or civil penalties imposed by a regulatory or enforcement agency for violations occurring on or after the Commencement Date of this Agreement, of the effluent quality requirements provided for in Appendix C that are a result of VEOLIA' negligence. Except in the instance of a conflict of interest, OWNER will reasonably assist VEOLIA to contest any such fines in administrative proceedings and/or in court prior to any payment by VEOLIA. VEOLIA shall pay the cost of any such contest.
- 10.5 OWNER shall be liable for those fines or civil penalties imposed by any regulatory or enforcement agencies on OWNER and/or VEOLIA that are not a result of VEOLIA' negligence or are otherwise directly related to the ownership of the Project and shall indemnify and hold VEOLIA harmless from the payment of any such fines and/or penalties.
- 10.6 TO THE FULLEST EXTENT PERMITTED BY LAW AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, VEOLIA'S CUMULATIVE LIABILITY FOR PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATION ARISING UNDER THE AGREEMENT (WHETHER ARISING UNDER BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LAW OR EQUITY) INCLUDING, BUT NOT LIMITED TO ITS INDEMNITY OBLIGATIONS SPECIFIED IN SECTION 10.1 OF THE AGREEMENT, SHALL NOT EXCEED ONE MILLION TWO HUNDRED FORTY THOUSAND EIGHT HUNDRED THIRTY DOLLARS AND ZERO CENTS (\$1,240,830) FOR THE DURATION OF THE AGREEMENT, PROVIDED THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO ANY LOSSES RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF VEOLIA IN BREACH OF VEOLIA' OBLIGATIONS UNDER THIS AGREEMENT.
- 10.7 Each party shall obtain and maintain insurance coverage of a type and in the amounts described in Appendix D. Each party shall provide the other party with satisfactory proof of insurance.
- 10.8 THE PROVISIONS OF SECTIONS 10.1 THROUGH 10.7 ABOVE SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.
11. Term, Termination and Default
- 11.1 The initial term of this Agreement shall be for three (3) years commencing May 1, 2019 ("Initial Term"). Thereafter, this Agreement shall be renewed for successive terms of five (5) years each if agreed-to in writing by the parties. Either Party may give notice of intent to renew at least 120 days prior to the expiration of the Initial Term. However delays in providing notice is not a breach.

- 11.2 A party may terminate this Agreement only for a material breach of the Agreement by the other party; only after giving written notice of breach; and, except in case of a breach by OWNER for non-payment of VEOLIA' invoices, in which case termination may be immediate by VEOLIA, only after allowing the other party thirty (30) days to cure or commence taking reasonable steps to cure the breach.
- 11.3 In the event that this Agreement is terminated for any reason prior to the ending date of the Initial Term, OWNER shall pay to VEOLIA any funds identified in Section 8.2 that have not been paid to VEOLIA through the date of termination.
- 11.4 Upon notice of termination by OWNER, VEOLIA shall assist OWNER in assuming operation of the Project. If additional Cost is incurred by VEOLIA at request of OWNER, OWNER shall pay VEOLIA such Cost within 15 days of invoice receipt.
- 11.5 Upon termination of this Agreement and all renewals and extensions of it, VEOLIA will return the Project to OWNER in the same condition as it was upon the effective date of this Agreement, ordinary wear and tear excepted. Equipment and other personal property purchased by VEOLIA for use in the operation or maintenance of the Project shall remain the property of VEOLIA upon termination of this Agreement unless the property was directly paid for by OWNER or OWNER specifically reimbursed VEOLIA for the cost incurred to purchase the property or this Agreement provides to the contrary.

12. Disputes and Force Majeure

- 12.1 In the event activities by employee groups or unions cause a disruption in VEOLIA' ability to perform at the Project, OWNER, with VEOLIA' assistance or VEOLIA at its own option, may seek appropriate injunctive court orders. During any such disruption, VEOLIA shall operate the facilities on a reasonably prudent commercial basis until any such disruptions cease.
- 12.2 Neither party shall be liable for its failure to perform its obligations under this Agreement if such failure is due to any Unforeseen Circumstances beyond its reasonable control or force majeure. However, this Section may not be used by either party to avoid, delay or otherwise affect any payments due to the other party.

[Signature Page Follows]

Both parties indicate their approval of this Agreement by their signatures below, and each party warrants that all corporate or governmental actions, approvals and consents necessary to bind the parties to the terms of this Agreement have been taken.

CITY OF LINCOLN, ILLINOIS

**VEOLIA WATER CONTRACT SERVICES
USA, LLC**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

CERTIFICATE OF COUNSEL

The undersigned, as counsel for the City of Lincoln, Illinois ("OWNER") in this transaction, hereby certifies that (s)he has examined the facts and circumstances surrounding the selection of Veolia Water Contract Services USA, LLC ("VEOLIA") and the award and letting of the foregoing contract to VEOLIA by OWNER, and has found that said selection, award and contracting process comply with the procurement laws of the State of Illinois and OWNER and that the foregoing Agreement, once executed by OWNER, is a valid, legal and binding agreement of the OWNER.

Counsel for OWNER

Date: _____

APPENDIX A

DEFINITIONS

"Adequate Nutrients" means plant influent nitrogen, phosphorus and iron contents proportional to BOD₅ in the ratio of five (5) parts nitrogen, one (1) part phosphorus, and one-half (0.5) part iron for each one hundred (100) parts BOD₅.

"Annual Fee" means a predetermined, fixed sum for VEOLIA' services. The Annual Fee includes Cost and profit.

"Biologically Toxic Substances" means any substance or combination of substances contained in the plant influent in sufficiently high concentration so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of OWNER's Certificate of Approval. Biologically toxic substances include, but are not limited to, heavy metals, phenols, cyanides, pesticides and herbicides. The rebuttable presumption shall be that any Biologically Toxic Substances present in the Facility entered with the influent.

"Capital Expenditures" means any expenditures for (1) the purchase of new equipment or facility items that cost more than Five Thousand Dollars (\$5,000); or (2) major repairs which significantly extend equipment or facility service life and cost more than Five Thousand Dollars (\$5,000) or (3) expenditures that are planned, non-routine and budgeted by OWNER.

"Commencement Date" shall mean May 1, 2019.

"Cost" means all Direct Cost and indirect cost determined on an accrual basis in accordance with generally accepted accounting principles.

"Direct Cost" means the actual cost incurred for the direct benefit of the Project including, but not limited to, expenditures for project management and labor, employee benefits, chemicals, lab supplies, repairs, repair parts, maintenance parts, safety supplies, gasoline, oil, equipment rental, legal and professional services, quality assurance, travel, office supplies, other supplies, uniforms, telephone, postage, utilities (except diesel fuel and electricity), tools, memberships and training supplies.

"Event" shall be defined as an event, incident, or piece of equipment individually or in the aggregate (if circumstances are such that the piece of equipment is a component of a system or process). For absence of doubt, the intent is to aggregate the Costs and expenditures and consider the related Costs and expenditures as one event if the equipment or facility items are components of a system or process. Repair and/or replacement expenses related to discrete failure events or separate or unrelated pieces of equipment not required to make a piece of equipment operable may not be aggregated or combined in order to constitute a single Event. Replacement of consumables used in the normal operation of the Project shall in no instance be

considered an Event. A few examples (illustrative purposes only, not an exhaustive list) of the intent is:

1. A chemical pump feeding polymer is irreparable and needs to be replaced. No specialized plumbing involved and Project staff performs the work. The pump costs \$4,500. This is for VEOLIA's account and applied toward the Maintenance and Repair Limit.
2. The motor on a large blower needs to be replaced and the work is performed by Project staff. The motor costs \$6,000. This is for OWNER's account.
3. A large influent pump fails. A subcontractor must be hired to remove the pump (\$3,500) and the pump repair (\$7,500) must be performed by a specialty pump service provider. Total cost is \$11,000. The total cost (\$11,000) is for OWNER's account.

"Maintenance" means those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or by VEOLIA to maximize the service life of the equipment, sewer, vehicles and facilities.

"Maintenance and Repair Limit" means the total Maintenance and Repair expenditures that VEOLIA has included in the Annual Fee for the Wastewater Treatment Facility, the Wastewater Collection System and the Project. Such expenditures exclude any labor costs for VEOLIA' staff assigned to the Project. VEOLIA' specialized maintenance personnel, not assigned at the Project, who provide such specialized services such as, but not limited to, vibration, thermographic and electrical analyses, instrumentation maintenance and repair will be charged to the Maintenance and Repair Limit.

"Project" means all equipment, vehicles, grounds, rights of way, sewers and facilities described in Appendix B and, where appropriate, the management, operations and maintenance of such, including but not limited to the Wastewater Treatment Facility and the Wastewater Collection System.

"Repairs" means those non-routine/non-repetitive activities required for operational continuity, safety and performance generally due to failure or to avert a failure of the equipment, sewer, vehicles or facilities or some component thereof.

"Unforeseen Circumstances" shall mean any event or condition which has an effect on the rights or obligations of the parties under this Agreement, or upon the Project, which is beyond the reasonable control of the party relying thereon and constitutes a justification for a delay in or non-performance of action required by this Agreement, including but not limited to (i) an act of God, landslide, lightning, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of the public enemy, war, blockade, terrorist acts, sabotage, insurrection, riot or civil disturbance, (ii) preliminary or final order of any local, province, administrative agency or governmental body of competent jurisdiction, (iii) any change in law, regulation, rule, requirement,

interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, province or governmental body, (iv) labor disputes, strikes, work slowdowns or work stoppages, but excluding labor disputes, strikes, work slowdowns or work stoppages by employees of VEOLIA; (v) loss of or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project; (vi) the presence of Biologically Toxic Substances or Hazardous Wastes in the influent to the Treatment Facility; and (vi) violations of the City's Industrial Pretreatment Program discharge limits (if applicable) which are of such a quantity and quality so as to cause substantial disruption in the operations or biological activity of the Facility.

APPENDIX B

DESCRIPTION OF PROJECT

VEOLIA agrees to provide the services necessary for the management, operation and maintenance of the following:

- a. All equipment, vehicles, grounds and facilities now existing within the present property boundaries of or being used to operate the Wastewater Treatment Plant located at 150 West Kickapoo, including sludge lagoons, and lift stations located at:

#	Lift Station	Location
1	Pulaski	1907 Pulaski Street
2	Mayfair	2002 Kickapoo
3	Lincolnwood	2338 N, Kickapoo
4	Union	823 N. Union
5	Palmer	315 Palmer Ave
6	Singleton	709 Feldman Ave
7	Jefferson	1795 Jefferson
8	Zion	1500 Woodlawn
9	Burwells	2821 Woodlawn
10	South Plant	1470 Business Loop 55, Lincoln Pkwy

- b. Combined sewer overflow treatment facilities, pumping stations and appurtenances to those stations, force mains from the pumping stations to the point of discharge into the gravity sewer or gravity outlet, and the sewer collection system (excluding customer laterals) consisting of approximately 545,000 feet of sewer pipe within the City of Lincoln, IL. The existing sewer system consists of three sections, approximately 185,000 feet of sanitary sewer, approximately 204,000 feet of storm sewer and approximately 156,000 of combined sewer. There are a total of 3933 sewer structures that include manholes, inlets and outfalls in service as of the Commencement Date (collectively the "Wastewater Collection System").

APPENDIX C

NPDES PERMIT AND
WASTEWATER TREATMENT CHARACTERISTICS

- C.1 VEOLIA will operate so that effluent will meet the requirement of NPDES Permit No. #IL0029564 issued April 12, 2013, a full and complete copy of which is adopted by reference herein as of the date hereof. VEOLIA shall be responsible for meeting the effluent quality requirements of the Permit unless one or more of the following occurs: (1) the wastewater influent does not contain Adequate Nutrients to support operation of Project biological processes and/or contains Biologically Toxic Substances which cannot be removed by the existing process and facilities; (2) dischargers into OWNER's sewer system violate any or all regulations as stated in OWNER's Industrial Water and Sewer Ordinance(s) or as required by law; (3) the flow or influent BOD₅ and/or suspended solids exceeds the Project design parameters which are 4.19 million gallons of flow per day with a Design Peak Flow of 10.27 million gallons of flow per day, 5,410 pounds of BOD₅ per day monthly average with a Design BOD Concentration of 155 mg/l, 7,879 pounds of suspended solids per day on a monthly average and a Design TSS Concentration of 255 mg/l and a daily peaking factor of [3x] times flow and Design Average Ammonia – Nitrogen Loading of 601 pounds per day; (4) if the wastewater treatment facility and/or associated appurtenances is inoperable or can operate only at a reduced capacity on account of construction activities, fire, flood, adverse weather conditions, labor disputes or other causes beyond VEOLIA' control.
- C.2 In the event any one of the Project influent characteristics, suspended solids, BOD₅ or flow, exceeds the design parameters stated above, VEOLIA shall return the plant effluent to the characteristics required by NPDES in accordance with the following schedule after Project influent characteristics return to within design parameters.

<u>Characteristics Exceeding Design Parameters By</u>	<u>Recovery Period Maximum</u>
10% or Less	5 days
Above 10% Less than 20%	10 days
20% and Above	30 days

Notwithstanding the above schedule, if the failure to meet effluent quality limitations is caused by the presence of Biologically Toxic Substances or the lack of Adequate Nutrients in the influent, then VEOLIA will have a thirty (30) day recovery period after the influent is free from said substances or contains Adequate Nutrients.

- C.3 VEOLIA shall not be responsible for fines or legal action as a result of discharge violations within the period that influent exceeds design parameters, does not contain Adequate

Nutrients, contains Biologically Toxic Substances or is inoperable, and the subsequent recovery period.

C.4 The Annual Fee for services under this Agreement is based upon the following:

Project influent characteristics are:

Flow = 3.5 mgd
BOD₅ = 155 mg/l
TSS = 207 mg/l

The above characteristics are the actual twelve (12) months' average for the period ended December 31, 2018. Any change of 10 percent (10%) or more in any of these characteristics, based upon a twelve (12) month moving average, will constitute a Change in Scope (See Article 11).

APPENDIX D

INSURANCE COVERAGE

VEOLIA SHALL MAINTAIN:

1. Statutory workers compensation for all of VWNA[®] employees at the Project as required by the State of Illinois.
2. Commercial general liability insurance, insuring VWNA' negligence, in an amount of \$5,000,000 combined single limits for bodily injury and/or property damage.
3. Automobile liability insurance for all owned (if any), non-owned and hired automobiles in and amount of \$1,000,000.
4. Contractor's Pollution liability in an amount of \$5,000,000 combined single limits for bodily injury and/or property damage.

OWNER SHALL MAINTAIN:

1. Statutory workers compensation for all of OWNER's employees associated with the Project as required by the State of Illinois.
2. Property insurance on a "special form causes of loss" form or its equivalent for OWNER's owned, leased, rented or personal property at replacement cost with business interruption coverage.
3. Automobile liability insurance for all owned (if any), non-owned and hired automobiles in an amount of \$1,000,000.

Each party shall cause the other party to be added as additional insured on the above insurance policies (except workers compensation) and shall provide the other party at least thirty (30) days' notice of the cancellation of required policies. Each Party shall waive subrogation in favor of the other Party. Additionally, each Party's insurance policies shall waive, or be endorsed to waive, rights of recovery by subrogation in favor of the other Party.

APPENDIX E

ANNUAL FEE ADJUSTMENT FORMULA

The Annual Fee (and Maintenance and Repair Limit included therein) will be increased annually thereafter by multiplying the existing Annual Fee by the percentage increase in the Water and Sewerage Maintenance Consumer Price Index ID: CUUR0000SEHG01 for all Urban Consumers (U.S. City Average) as published by the U. S. Department of Labor Statistics pursuant to the formula and definitions listed below:

$$AFF = AFo * \left(1 + \left(\frac{WST}{WSTo}\right)\right)$$

Where:

AFo = Annual Fee specified in Article 7.1.

AAF = Adjusted Annual Fee.

WST_o = Consumer Price Index for Water and Sewerage Maintenance Consumer Price Index ID: CUUR0000SEHG01 for all Urban Consumers (U.S. City Average) as published by the U. S. Department of Labor Statistics (Not Seasonally Adjusted) for the month fifteen (15) months prior to the beginning of the period for which an adjusted base fee is being calculated.

WST = Consumer Price Index for Water and Sewerage Maintenance Consumer Price Index ID: CUUR0000SEHG01 for all Urban Consumers (U.S. City Average) as published by the U. S. Department of Labor Statistics. (Not Seasonally Adjusted) for the month three (3) months prior to the beginning of the period for which an adjusted base fee is being calculated.

In no event shall the Annual Fee be reduced by application of the adjustment formula.

CITY agrees to directly pay to the provider for all electricity used at the Project.