

CITY OF LINCOLN
REGULAR COMMITTEES-OF-THE-WHOLE (COW) MEETING AGENDA
TUESDAY, NOVEMBER 12, 2019
CITY HALL COUNCIL CHAMBERS
7:00 PM

1. Call to Order.
2. Pledge of Allegiance.
3. Public Participation:
4. Proclamation for Zonta International, Lincoln, IL Chapter 100th Year Anniversary, effective November 18, 2019.
5. Discussion for Commitment to City of Lincoln Employees and Families Health Insurance Renewal, Alternate, or Additional Health Alliance or Blue Cross/Blue Shield Insurance for CY 2020.
6. Request to Permit A.M. Eats Cart and Catering, owned by Andrea Dykman, to sell food in two parking spaces on the City of Lincoln streets at Scully Park on December 5, 2019, from 4:00 to 7:30/8:00 p.m.
7. Ordinance Extending AMEREN Illinois Company, d/b/a AMEREN Illinois Franchise Agreement 20-Year Renewal, to Construct, Operate, and Maintain an Electric Utility System in the City of Lincoln, IL.
8. Ordinance Extending AMEREN Illinois Company, d/b/a AMEREN Illinois Franchise Agreement 20-Year Renewal, to Construct, Operate, and Maintain a Gas Utility System in the City of Lincoln, IL.
9. Resolution Abating Property Tax for \$ 2,285,000.00 G.O. Bonds (Alt. Revenue Source), Series 2014 for Tax Year 2019; with \$ 173,717.50 as the City's levy for the \$2,285,000.00 G.O. Bond (Alt. Revenue Source), Series 2014.
10. Resolution Abating Property Tax for \$ 5,285,000.00 G.O. Bonds (Alt. Revenue Source), Series 2014 for Tax Year 2019; with \$ 634,375.00 for the \$5,285,000.00 G.O. Bond (Alt. Revenue Source), Series 2014.
11. Resolution Abating Property Tax for \$ 3,270,000.00 G.O. Bonds (Alt. Revenue Source), Series 2018 for Tax Year 2019; with \$ 282,550.00 for the \$3,270,000.00 G.O. Bond (Alt. Revenue Source), Series 2018.
12. Discussion regarding the City's current farm lease of the March 1, 2017 – February 28, 2018 with Mr. Kent Cross, the first extension of this agreement, or the drafting and approval of a new lease.
13. Letter to the US Census 2020 establishing the City of Lincoln-Logan County, IL Complete Count Committee with Alderman Keller appointed as the City of Lincoln's volunteer Liaison/Co-Chair to the County-wide committee.
14. Discussion regarding the City's payment of a lump sum Motorola Lease of \$257,669.00 principal and saving \$57,733.04 for the Police Department's Starcom Lease for the first year's payment of \$45,057.52 due by 12.01.2019 within City FY 2019-2020, and the remaining portion of \$212,611.48 due within City FY 2020-2021.
15. City Administrator's HP All-in-One Printer Maintenance and Laser Cartridges contract with Konica Minolta at \$35.00/month for three years. First Year: \$210.00 in City FY2019/2020, \$420.00 for City FY2020/2021, \$420.00 for City FY2021/2022, and \$210.00 for City FY2022-2023, effective 10.25.2019.
16. Discussion of Proposed Ordinance regarding the City's Legalized Cannabis Dispensary Hours of Operation and Number of Licenses.
17. Update of the Progress on the City's Portion of the Fifth Street Road Project and Eminent Domain Progress.
18. Announcements:
19. Executive Session pursuant to 2(c)(1), Personnel; and 2(c)(11), Possible or Potential Litigation.
20. Adjournment.
21. Upcoming Meetings:
Regular City Council Voting Meeting, Monday, November 18, 2019, 7:00 p.m.
Committees-of-the-Whole (COW) Meeting: Tuesday, November 26, 2019, 7:00 p.m.

Proclamation

In honor of Zonta International on its 100th Anniversary

WHEREAS, it is the tradition of the Office of the Mayor to acknowledge the accomplishments of special organizations; and

WHEREAS, Zonta International was formed on November 8, 1919 by Marion de Forest to help bring together women in executive positions; and

WHEREAS, led by North America's first generation of women to vote and graduate from college, the organization grew rapidly from a single chartered club in Buffalo, NY to nine clubs with more than 600 members in just one year; and

WHEREAS, over the last century, Zonta International has grown to include clubs in 63 countries whose members help empower women through Service and Advocacy; and

WHEREAS, among these distinguished clubs the last 62 years is the Zonta Club of Lincoln, IL which was formed in 1957; and

WHEREAS, the Zonta Club of Lincoln has offered Central Illinois a delicious meal through its fundraiser, the Turkey Dinner; and

WHEREAS, the Zonta Club of Lincoln has awarded 107 scholarships to worthy recipients in Logan County totaling in excess of \$80,000; and

WHEREAS, Violence against Women is a worldwide pandemic crossing every social, economic class, religion, race and ethnicity; and

WHEREAS, at least one out of every three women worldwide have experienced violence during their lifetime; and

WHEREAS, Zontians worldwide are working to bring awareness to domestic violence with the hope of eradicating violence against women, and

WHEREAS, Zonta International has adopted as its Biennial Goal to End Childhood Marriage, worldwide; and

WHEREAS, Zonta International supports projects that engage and empower the global community to end violence against women and end childhood marriage, and

WHEREAS, in the USA, alone, over 200,000 children (boys and girls), were married under the age of 17 between 2001 - 2015 while that number is over 12 million worldwide-wide; and

WHEREAS, in Illinois, efforts should be made to End Childhood Marriage by increasing the age for Marriage to 18 with no exclusions or exceptions; and

WHEREAS, the members of Zonta International remain committed to realizing their goal of a world where women's rights are recognized as human rights; and

WHEREAS, the organization continues the fight for equal access to resources and representation in leadership roles for women, and

WHEREAS, Contains all over the world volunteer their time, talents and support to local and international service projects as well as scholarship programs to help fulfill Zonta's mission; and

Now, therefore, I, Seth Goodman, do hereby proclaim this November 8, 2019, as Zonta International day, and hereby call upon all citizens of Lincoln, Logan County, and the State of Illinois thereof to render support to the members of this organization and to make themselves aware of Zonta International, whose members this day are providing meaningful service to our communities.

In witness thereof, I have hereunto set my hand and affixed my seal, on this, the ____ day of _____, 2019.

***Seth Goodman
Mayor of Lincoln, Illinois***

City of Lincoln
Options - January 2020

HSA

HSA

HMO

HSA

	Health Alliance-REVENUE PPO 600 \$460,307.0	Health Alliance-REVENUE CRDHP 1560 AGG \$1,550,100.00	Health Alliance-REVENUE CRDHP 4800 EMBEDDED \$2,800,100.00	Health Alliance-REVENUE HMO 100 \$0,100.00	Health Alliance-ALTERNATE HMO 300A \$500,500	Health Alliance-ADULT PLAN PCS 2000a \$2,500,300.00	Health Alliance-ADULT PLAN CRDHP 3000 EMBEDDED \$5,000,100.00
Individual Deductible							
In network	\$500	\$1,200	\$2,800	\$0	\$500	\$2,500	\$5,000
Out of network	\$1,000	\$3,000	\$5,800	N/A	N/A	\$5,000	\$10,000
Family Deductible							
In network	\$1,000	\$3,000	\$5,800	\$0	\$1,000	\$5,000	\$10,000
Out of network	\$2,000	\$8,000	\$11,200	N/A	N/A	\$16,000	\$20,000
Individual Out of pocket**							
In network	\$2,500	\$1,500	\$2,800	\$1,500	\$1,000	\$5,000	\$5,000
Out of network	\$4,000	\$8,000	\$8,000	N/A	N/A	\$20,000	\$20,000
Family Out of Pocket**							
In network	\$5,000	\$3,000	\$5,800	\$3,000	\$2,000	\$10,000	\$10,000
Out of network	\$8,000	\$18,000	\$18,000	N/A	N/A	\$45,000	\$40,000
Office Visit Copay							
In network	\$20 copay (\$40 specialist)	Deductible and coinsurance in and out of network	Deductible and coinsurance in and out of network	\$20 copay (\$40 specialist) in network/No coverage out of network	\$10 copay (\$25 specialist) in network/No coverage out of network	\$40 copay (\$65 specialist) in network/No coverage out of network	Deductible and coinsurance in and out of network
Out of network	\$175 copay in and out of network	Covered at 100% after Ded in and out of net.	Covered at 100% after Ded in and out of net.	\$150 copay in and out of network	\$250 copay in and out of network	\$250 copay in and out of network	Covered at 100% after Ded in and out of net.
Emergency Room Copay							
In network	Deductible and Coins in and out of network	Deductible and Coins in and out of network	Deductible and Coins in and out of network	Covered at 100% in network	Ded, then 20% in network/No coverage out of network	Deductible and Coins in and out of network	Deductible and Coins in and out of network
Out of network	Deductible and Coins in and out of network	Deductible and Coins in and out of network	Deductible and Coins in and out of network	\$100 copay then covered at 100% in network	Ded, then 20% in network/No coverage out of network	Deductible and Coins in and out of network	Deductible and Coins in and out of network
MR and CT							
In network	Deductible and Coins in and out of network	Deductible and Coins in and out of network	Deductible and Coins in and out of network	\$50 copay per day in network	Ded, then 20% in network/No coverage out of network	Deductible and Coins in and out of network	Deductible and Coins in and out of network
Out of network	Deductible and Coins in and out of network	Deductible and Coins in and out of network	Deductible and Coins in and out of network	\$50 copay per day in network	Ded, then 20% in network/No coverage out of network	Deductible and Coins in and out of network	Deductible and Coins in and out of network
Outpatient Hospitalization							
In network	Covered at 100% in network/No coverage out of network	Covered at 100% in network/No coverage out of network	Covered at 100% in network/No coverage out of network	\$0 copay in network/No coverage out of network	\$0 copay in network/No coverage out of network	Covered at 100% in network/No coverage out of network	Covered at 100% in network/No coverage out of network
Out of network	Covered at 100% in network/No coverage out of network	Covered at 100% in network/No coverage out of network	Covered at 100% in network/No coverage out of network	\$0 copay in network/No coverage out of network	\$0 copay in network/No coverage out of network	Covered at 100% in network/No coverage out of network	Covered at 100% in network/No coverage out of network
Well care							
In network	\$15 generic \$30 non preferred brand	Covered at 100% after Deductible in net.	Covered at 100% after Deductible in net.	\$15 generic \$30 non preferred brand	\$0 preferred generic \$7 non preferred generic	\$0 preferred generic \$7 non preferred generic	Covered at 100% after Deductible in net in network
Out of network	\$15 generic \$30 non preferred brand	Covered at 100% after Deductible in net.	Covered at 100% after Deductible in net.	\$15 generic \$30 non preferred brand	\$0 preferred generic \$7 non preferred generic	\$0 preferred generic \$7 non preferred generic	Covered at 100% after Deductible in net in network
Prescription Drug Copays							
generic	\$15	Covered at 100% after Deductible in net.	Covered at 100% after Deductible in net.	\$15	\$0 preferred generic	\$0 preferred generic	Covered at 100% after Deductible in net in network
non preferred brand	\$30	Covered at 100% after Deductible in net.	Covered at 100% after Deductible in net.	\$30	\$7 non preferred generic	\$7 non preferred generic	Covered at 100% after Deductible in net in network
mail order-60 day supply	\$50	Covered at 100% after Deductible in net.	Covered at 100% after Deductible in net.	\$50	\$35 preferred brand	\$35 preferred brand	Covered at 100% after Deductible in net in network
specialty	2.75x copay 20% coinsurance	Covered at 100% after Deductible in net.	Covered at 100% after Deductible in net.	2.75x copay 20% coinsurance	\$70 non preferred brand preferred \$140/80% coins non-preferred	\$70 non preferred brand preferred \$140/80% coins non-preferred	Covered at 60% after ded out of network
BATEB:							
Employee	\$1,097.06	\$842.00	\$803.00	\$848.00	\$450.00	\$659.00	\$866.00
Employee + Sp	\$2,454.08	\$2,104.00	\$1,793.00	\$2,183.00	\$1,809.00	\$1,475.00	\$1,487.50
Employee+Child(ren)	\$2,147.00	\$1,878.00	\$1,587.00	\$1,865.00	\$1,665.00	\$1,289.00	\$1,300.00
FAMILY	\$3,502.00	\$3,001.00	\$2,667.00	\$3,030.00	\$2,715.00	\$2,105.00	\$2,121.00

**Annual out of pocket max including deductibles and copays.

City of Lincoln

Options - January 2020 - Stage III BC

HSA HSA

	Health Alliance XMO 100 \$0.1000	Blue Cross HMO 100 \$0.1000	Blue Cross PPO 96 \$0.9078	Health Alliance PPO 90 \$0.9370	Blue Cross PPO 90 \$308.9075	Health Alliance QHDHP 1500 \$1,500.10050	Blue Cross QHDHP 1500 \$1,500.10050
Individual Deductible							
In network	\$0	\$0	\$0	\$500	\$500	\$1,500	\$1,500
Out of network	N/A	N/A	\$0	\$1,000	\$1,000	\$3,000	\$1,500
Family Deductible							
In network	\$0	\$0	\$0	\$1,000	\$1,500	\$3,000	\$3,000
Out of network	N/A	N/A	\$0	\$2,000	\$3,000	\$6,000	\$1,500
Individual Out of pocket**							
In network	\$1,500	\$1,500	\$1,000	\$2,500	\$1,500	\$1,500	\$5000 (deductible and Rx copays)
Out of network	QDHP	N/A	\$3,000	\$4,000	\$4,500	\$8,000	\$3,000
Family Out of Pockets**							
In network	\$3,000	\$3,000	\$3,000	\$5,000	\$4,500	\$3,000	\$6,000
Out of network	N/A	N/A	\$9,000	\$8,000	\$13,500	\$18,000	\$6,000
Office Visit Copay	\$20 copay (\$40 specialist) in network/No coverage out of network	\$30 copay (\$50 specialist) in network/No coverage out of network	\$20 copay (\$40 specialist) in network/Ded and Coins out of network	\$20 copay (\$40 specialist) in network/Ded and Coins out of network	\$20 copay (\$40 specialist) in network/Ded and Coins out of network	Deductible and Coinsurance in and out of network	Deductible then 100% in and deductible then 20% coinsurance out of network
Emergency Room Copay	\$175 copay in and out of network	\$230 copay in and out of network	\$150 copay in and out of network	\$175 copay in and out of network	\$150 copay in and out of network	Covered at 100% after Ded in and out of net.	Deductible then 100% in and deductible then 20% coinsurance out of network
MRI and CT	Covered at 100% in network	Covered at 100% in network	Deductible and Coins in and out of network	Deductible and Coins in and out of network	Deductible and Coins in and out of network	Deductible and Coins in and out of network	Deductible then 100% in and deductible then 20% coinsurance out of network
Outpatient Surgery/ Procedures	\$100 copay then covered at 100% in network	No coverage out of network	Deductible and Coins in and out of network	Deductible and Coins in and out of network	Deductible and Coins in and out of network	Deductible and Coins in and out of network	Deductible then 100% in and deductible then 20% coinsurance out of network
Inpatient Hospitalization	\$50 copay per day in network	No coverage out of network	Deductible and Coins in and out of network	Deductible and Coins in and out of network	Deductible and Coins in and out of network	Deductible and Coins in and out of network	Deductible then 100% in network \$300/visit & coins out of network
Well care	\$0 copay in network/ No coverage out of network	\$0 copay in network/ No coverage out of network	Covered at 100% in network/Ded and Coins out of network	Covered at 100% in network/Ded and Coins out of network	Covered at 100% in network/Ded and Coins out of network	Covered at 100% in network/Ded and Coins out of network	Covered at 100% in network/Ded and Coins out of network
Prescription Drug Copays							
generic	\$15	\$15	\$10	\$15	\$15	Preferred/Non Preferred	Preferred/Non Preferred
formulary	\$50	\$50	\$50	\$30	\$30	Covered at 100% after Deductible in net	100%/20%
non formulary	\$50	\$100	\$100	\$50	\$50		20%/50%
non formulary/Tier 4	20% coinsurance	\$250	\$250	20% coinsurance	\$150		30%/40%
Specialty Tier 5 & 6	20% coinsurance	N/A	N/A	20% coinsurance	N/A		40%/50%
mail order-30 day supply	2.75% copay	2 x copay	2 x copay	2.75% copay	2 x copay		N/A
EA.TE.S:							
Employees	\$948.00	\$793.13	\$863.66	\$1,097.00	\$811.97	\$942.00	\$712.37
Employees + Sp	\$2,123.00	\$1,984.56	\$2,160.98	\$2,454.00	\$2,031.66	\$2,104.00	\$1,782.28
Employee+Child(ren)	\$1,655.00	\$1,896.53	\$2,065.13	\$2,147.00	\$1,941.54	\$1,840.00	\$1,708.16
Family	\$3,050.00	\$3,087.94	\$3,582.45	\$3,502.08	\$3,455.77	\$3,001.00	\$2,773.07

** Annual out of pocket max including deductible and copays.

REQUEST TO PERMIT

DATE: 11/4/19

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

Andrea Dykman A.M. Eats Cart and Catering

to set up in 2 parking spots at Scully
Park Dec. 5th in the evening 4pm - 7:30/8pm
on Kickapoo

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 _____

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: Andrea Dykman

Address: 1371 2200th St.

Atlanta, IL, 61723

Phone: (217) 735-0294 Cell: same

Email: dykmanandrea@yahoo.com



<http://www.fipprogram.com>
 844-520-8992
 Powered by Veracity Insurance
 Solutions, LLC



Great American Alliance Insurance Company
 301 E. Fourth Street, 25 B
 Cincinnati, OH 45202-4201

**COMMERCIAL GENERAL LIABILITY COVERAGE PART - OCCURRENCE FORM
 CERTIFICATE PAGE**

IT IS AGREED THAT THIS CERTIFICATE IS ISSUED TO THE CERTIFICATE HOLDER LISTED BELOW TO CERTIFY COVERAGE UNDER THE COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY LISTED BELOW.

INSURANCE COMPANY: GREAT AMERICAN ALLIANCE INSURANCE COMPANY NAMED INSURED: BEAUTY HEALTH & TRADE ALLIANCE CERTIFICATE HOLDER: Andrea Dykman, DBA A.M. Eats Cat and Catering ADDRESS: 1371 2200th St., Atlanta, Illinois 61723 POLICY PERIOD: 11/01/2019 to 11/01/2020 12:01 A.M. Standard Time at the Address of The Certificate Holder	POLICY NUMBER: PL2884771 CERTIFICATE NUMBER: F081189
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LIMITS OF INSURANCE

General Aggregate Limit (Other than Products-Completed Operations)	\$	2,000,000	
Products-Completed Operations Aggregate Limit	\$	2,000,000	
Personal and Advertising Injury Limit	\$	1,000,000	
General Each Occurrence Limit	\$	1,000,000	
Damage to Premises Rented to You Limit	\$	300,000	Any One Premises
Medical Expense Limit	\$	5,000	Any One Person
Professional Coverage Extension	\$	Not Purchased	Each Claim
	\$	Not Purchased	Aggregate
Professional Coverage Deductible	\$	Not Purchased	Each Claim
Liability Deductible			None

FORM OF BUSINESS: Sole Proprietor/Individual

PREMIUM:	\$	169	
BHTA Fee:	\$	76	
TOTAL ANNUAL COST:	\$	245	(The cost is 100% earned/non refundable)
CODE NUMBER: 11168	PREMIUM BASIS: Gross Sales	EXPOSURE: Up to \$50,000	
BUSINESS DESCRIPTION: Catering , Concessions , Food Truck , Farmers Market Vendor , Private / Personal Chef , Home-Based Baker , Food Manufacturer , Food Distributor , Food Trailer			

THIS INSURANCE IS SUBJECT TO ALL THE TERMS AND CONDITIONS, INCLUDING APPLICABLE ENDORSEMENTS, OF THE COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY. A COPY OF THE COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY ACCOMPANIES THIS CERTIFICATE. ADDITIONAL COPIES WILL BE PROVIDED TO THE CERTIFICATE HOLDER. PLEASE READ THE POLICY AND ALL ENDORSEMENTS.

NO ADMISSION OF LIABILITY MAY BE MADE EITHER VERBALLY OR IN WRITING

FULL DETAIL OF ANY INCIDENT SHOULD BE SENT IMMEDIATELY BY EMAIL TO CLAIMS@VOPINS.COM OR BY LETTER TO VERACITY INSURANCE SOLUTIONS, LLC 260 SOUTH 2500 WEST SUITE 303, PLEASANT GROVE, UT 84062.

FORMS AND ENDORSEMENTS applicable to all Coverage Parts and made part of this Policy at time of issue are listed on the attached Forms and Endorsements Schedule IL 88 01 (11/85).

ADMINISTRATED BY



Veracity Insurance Solutions, LLC
 260 South 2500 West Suite 303
 Pleasant Grove Utah 84062
 888-568-0548
info@fipprogram.com

ADMINISTRATOR'S SIGNATURE:

ORDINANCE NO. _____

AN ORDINANCE
EXTENDING THE AUTHORIZATION TO
Ameren Illinois Company
d/b/a/ Ameren Illinois
ITS SUCCESSORS AND ASSIGNS
TO CONSTRUCT, OPERATE AND MAINTAIN
AN ELECTRIC UTILITY SYSTEM
IN THE
City of Lincoln
COUNTY OF LOGAN
AND
STATE OF ILLINOIS

PASSED _____

EXPIRES _____

ORDINANCE NO. _____

AN ORDINANCE RENEWING AN EXISTING FRANCHISE AND GRANTING FOR A PERIOD OF 20 YEARS TO AMEREN ILLINOIS, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE FRANCHISE, RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, EXCAVATE FOR, PLACE, REMOVE, EXTEND, MAINTAIN, AND OPERATE AN ELECTRIC UTILITY SYSTEM IN THE CITY OF LINCOLN, COUNTY OF LOGAN AND STATE OF ILLINOIS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LINCOLN, COUNTY OF LOGAN, AND THE STATE OF ILLINOIS, AS FOLLOWS:

Section 1
Grant of Franchise

1.1 Extension. It is the intent of the parties by this Ordinance to extend for an additional term, subject to the terms and conditions here stated, the authorization to Ameren Illinois, its successors and assigns, to construct, operate and maintain a utility system within the City as originally authorized by an Ordinance approved on February 2, 1970. The parties acknowledge that by so doing they are continuing an existing relationship authorizing the services of a utility for the provision of electric energy and other purposes within the City for the benefit of its citizens and residents as well as other consumers of electric energy located within its corporate limits. For purposes of construing the terms, rights and obligations of the parties this authorization is granted pursuant to Section 14 of the Electric Supplier Act, 220 ILCS 30/14, and the Illinois Municipal Code, 65 ILCS 5-1-1-1, et seq.

1.2 Grant of Franchise. There is hereby given and granted to Ameren Illinois, its successors and assigns (hereinafter referred to as the Company), the right, privilege and authority to construct, operate, maintain and/or extend within the corporate limits, as the same now exists or may hereafter be extended, of the City of Lincoln (hereinafter referred to as Municipality), an electric utility system for the transmission, distribution and/or sale of electric energy and other purposes (the System), together with the right, privilege and authority to erect, construct, install, operate and/or maintain all poles, conductors, wires, cables, conduits, equipment and/or other apparatus (collectively Facilities) as may be necessary or convenient for the System, in, upon, along, over, under, through and/or across each and all of the streets, avenues, alleys, bridges, easements, rights of way and/or other public places (collectively Public Thoroughfare).

1.3 Successors and Assigns. The rights, privileges and authority hereby granted shall inure to and be vested in Company, its successors and assigns, successively, subject to all of the terms, provisions and conditions herein contained, and each of the obligations hereby imposed upon Company shall devolve and be binding upon its successors and assigns, successively, in the same manner.

**Section 2
Term**

2.1 All rights, privileges and authority given and granted by this Ordinance are granted for a term of 20 years from and after the acceptance of this Ordinance as hereinafter provided (the Initial Term), and thereafter on a year-to-year basis (each a Subsequent Term) unless either the Company or Municipality notifies the other in writing of its desire to terminate this Ordinance at least six (6) months prior to the expiration of the Initial Term or any Subsequent Term.

**Section 3
Franchise Fee and Tax Consideration**

3.1 **Franchise Fee.** As a further consideration for the rights, privileges and authorities granted by this ordinance, the Company shall, in Year 1 of the agreement, furnish municipality compensation in the amount of \$28,590, payable within 30 days of the acceptance of this ordinance by the municipality. In subsequent years, payment will be made within 30 days of the anniversary date of the ordinance on the following graduated scale: Year 2 - \$44,740; Year 3 - \$60,890; Year 4 - \$77,040; and Year 5 and all remaining years - \$93,200. Municipality may request a revision to the compensation amount after five years from the date of passage of this ordinance if Municipality has a reasonable belief that its population has increased or decreased by 3% or more. Municipality must request the revision at least 60 days prior to the next anniversary date. If Company confirms that the number of customers served by the System within Municipality's corporate limits has increased or decreased by 3% or more, the compensation amount will be revised by that percentage for the next and succeeding payments. Municipality may request similar revisions to compensation amounts under these criteria in additional five year periods throughout the term of this ordinance.

3.2 **Tax Exemption.** The Company shall be exempt from any special tax, assessment, license, rental or other charge during the term of this Ordinance, on all Facilities placed in the Public Thoroughfares within the corporate limits of Municipality.

**Section 4
Construction Activities**

4.1 **Construction.** All Facilities placed or installed under this Ordinance in the Public Thoroughfare, shall be so placed as not to interfere unnecessarily with travel on such Public Thoroughfare. All Facilities placed or installed under this Ordinance shall be so located as not to injure unnecessarily any pipes, conduits, sewers, drains, pavement or other like public improvements, and said Company shall forthwith repair any damage caused to such improvements to the satisfaction of the official or officials of said Municipality having charge of the supervision thereof and in default thereof said Municipality may repair such damage and charge the cost thereof to, and collect the same from, the Company. All Facilities of Company in said Municipality shall be installed and maintained in accordance with the applicable rules and regulations of the Illinois Commerce Commission.

4.2 Relocation. When any Public Thoroughfare shall be graded, curbed, paved or otherwise changed, or when there is a relocation of such Public Thoroughfare, so as to make the resetting or relocation of any Facilities placed or installed under this Ordinance necessary the Company shall make such resetting or relocation, at the Company's cost and expense as qualified. The work is reasonably necessary for the construction, repair, maintenance, improvement or use of such Public Thoroughfare; is reasonably necessary for the location, construction, replacement, maintenance, improvement or use of other property of the Municipality; or is reasonably necessary for the operations of the Municipality. If the setting or location, or resetting or relocation of any Facilities is required for aesthetic purposes, the Municipality shall reimburse the Company for the resetting and/or relocation. The Company, as determined in discretion will not be responsible for the expense of removals, relocations, changes or alterations required by the Municipality for the purpose of assisting either private projects, aesthetic reasons, or a municipal electric utility. Municipality shall provide the Company with a suitable location for the resetting or relocation of such Facilities, and the Company's obligation shall be limited to resetting or relocating the Facilities of the same type and configuration as the displaced Facilities. Company shall make such resetting or relocation within a reasonable time after receiving written notice of the need for the same from the authorized representative of the Municipality, and the establishment by the Municipality of the permanent grade at the new location. Except as expressly stated, nothing in this Section requires the Company to bear responsibility for any costs or expenses to relocate its Facilities for any other reason or cause.

4.3 Permit Obligation. This Ordinance shall not relieve Company of the obligation to comply with any ordinance now existing in the Municipality or enacted in the future requiring Company to obtain written permits or other approval from the Municipality prior to commencement of construction of Facilities within the Public Thoroughfares thereof, except Company shall not be required to obtain permits or other approval from the Municipality for the maintenance, upgrading and repair of its constructed Facilities. Company shall provide notice of excavation hereunder in accordance with the Illinois Underground Utility Damage Prevention Act (220 ILCS 50/1, et seq.)

Section 5 Indemnity and Insurance

5.1 Indemnification. The Company shall indemnify and save harmless the Municipality and all contractors, officers, employees and representatives thereof from all claims, demands, causes of action, liability, judgments, costs and expenses or losses for injury or death to persons or damage to property owned by, and Worker's Compensation claims against any parties indemnified herein, arising out of, caused by, or as a result of the Company's construction, erection, maintenance, use or presence of, or removal of any Facilities. The foregoing indemnification shall not apply to the extent any such claim, demand, cause of action, liability, judgment, cost, expense or loss arises out of, is caused by, or results from the negligent or wrongful willful act or omission of the Municipality or any contractor, officer, employee or representative thereof.

5.2 **Insurance.** Company shall be obligated under this ordinance to maintain through the Term of this ordinance, at its sole cost and expense, to maintain the following insurance coverages which shall name Municipality as an additional insured:

A. **Comprehensive General Liability.** Comprehensive General Liability insurance, including contractual liability with limits of \$2,000,000 per occurrence for bodily injury and property damage. Railroad exclusions must be deleted if any work is to be performed within 50' of an active railroad track.

B. **Comprehensive Automobile Liability.** Commercial Auto Liability insurance with a limit of liability for bodily injury and property damage of not less than \$2,000,000. Such policy shall include owned and blanket non-owned and hired coverage.

C. **Workers' Compensation.** Workers' compensation coverage in accordance with statutory limits.

D. **General Standards for All Insurance.** All commercial insurance policies obtained by the Company to satisfy this obligation must be written by companies customarily used by public utilities for those purposes, including policies issued by a captive insurance company affiliated with the Company. Upon written request, the Company shall provide Municipality with evidence of insurance. The above requirements maybe satisfied with primary insurance, excess insurance or a combination of both.

E. **Self-Insurance.** Company shall have the right to self-insure any or all of the above-required insurance coverage.

Section 6 Vegetation Management

6.1 In order for Company to render efficient, safe, and continuous services, it will be necessary for Company to conduct vegetation management activities, including the trimming or pruning and cutting down of the trunks and branches of trees and/or vines and shrubs along or over the Public Thoroughfare in said Municipality, and areas dedicated to the Municipality for public utility use, wherever the same are likely to interfere with its equipment; therefore, Company is hereby granted the right to conduct such vegetation management activities so as to enable it to erect, operate and maintain its equipment in a regular and consistent form and manner and to enable it to provide the most efficient, safe, and continuous service that the circumstances will permit; provided, however, that Company shall exercise proper care and discretion in its vegetation management activities. Company shall conduct its vegetation management activities in accordance with applicable law, including without limitation, 220 ILCS 5/8-505.1, and any amendments thereto. Notwithstanding the foregoing, to the extent applicable law may be superseded or modified by an agreement between Municipality and Company, Municipality and Company reserve the right to enter into such an agreement.

Section 7
Miscellaneous Provisions

7.1 Rates. The rates to be charged by the Company for electric service rendered under this Ordinance shall be such as are approved from time to time by the Illinois Commerce Commission of the State of Illinois and/or such other duly constituted governmental authority as shall have jurisdiction thereof. All Rules and Regulations of the Illinois Commerce Commission of the State of Illinois applicable to the rights, privileges and authority granted by this Ordinance, in the event of conflict herewith, shall govern.

7.2 Company Rights Independent of Ordinance. The Municipality acknowledges that Company is vested in rights, permissions and authority independent of this Ordinance. Neither acceptance of this Ordinance nor compliance with its provisions shall impair in any way or waive any right, permission or authority which Company may have independent of this Ordinance. In addition, neither use by Company of public property or places as authorized by this Ordinance nor service rendered by Company in said Municipality shall be treated as use solely of the rights, permission and authority provided for by this Ordinance and in no way shall indicate non-use of any right, permission or authority vested in the Company independent of this Ordinance. In the event the Municipality vacates any Public Thoroughfare during the term of this Ordinance, Municipality agrees to reserve unto Company the rights, privileges and authority herein given and granted to the Company in upon, along, over and across each and all of such vacated premises which are at the time in use by the Company.

7.3 Conflicting Ordinances. All ordinances and parts of ordinances in conflict with this Ordinance or with any of its provisions are, to the extent of such conflict, hereby repealed.

7.4 Severance Clause. If any provision of this Ordinance, or the application of such provision to particular circumstances, shall be held invalid, the remainder of this Ordinance, or the application of such provision to circumstances other than those as to which it is held invalid, shall not be affected thereby.

7.5 Conflicting State Statutes. Any conflict between the Franchise Ordinance and the provisions contained in the Electric Service Customer Choice and Rate Relief Law of 1997 (Public Act 90-561) will be resolved by giving the state statute mandatory priority over any contrary language contained in the Franchise Ordinance.

7.6 Most Favored Nation. If, at any time, during the term of this contract, Municipality permits another entity or person to provide electric distribution or similar services, and Company reasonably believes the other entity or person is granted more favorable treatment, terms, or conditions, then Company shall notify Municipality of such treatment, terms, or conditions. Alternatively, if Municipality reasonably believes the other entity or person grants Municipality more favorable treatment, terms, or conditions, then Municipality shall notify Company of such treatment, terms, or conditions. Upon receipt of such notice, Municipality and Company shall negotiate in good faith to amend this ordinance to provide Company or Municipality such more favorable treatment, terms or conditions on an equivalent basis. Such amendment shall take into consideration all circumstances that distinguish between Company and the entity or person receiving the more favorable or less favorable treatment, terms, or conditions.

**Section 8
General Provisions**

8.1 Notice. Any notice that (a) requires a response or action from the Municipality or the Company within a specific time frame or (b) would trigger a timeline that would affect one or both of the parties' rights under this Ordinance must be made in writing and must be sufficiently given and served on the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

If to Municipality:

City Clerk
City of Lincoln
PO Box 509
Lincoln, IL 62656

If to Company:

Ameren Illinois Company d/b/a/ Ameren Illinois
President
6 Executive Drive
Collinsville, IL 62234

For other notices regarding the general business between the parties, e-mail messages and facsimiles will be acceptable when addressed to the persons of record specified above.

8.2 Entire Agreement and Interpretation. This Ordinance embodies the entire understanding and agreement of the Municipality and the Company with respect to the subject matter of this Ordinance and the Franchise. This Ordinance supersedes, cancels, repeals, and shall be in lieu of the Previous Agreement.

8.3 Governing Law and Venue. This Ordinance has been approved and executed in the State of Illinois and will be governed in all respects, including validity, interpretation, and effect, and construed in accordance with, the laws of the State of Illinois. Any court action against the Municipality may be filed only in Logan County, Illinois, in which the Municipality's principal office is located.

8.4 Amendments. No provision of this Ordinance may be amended or otherwise modified, in whole or in part, to be contractually binding on Municipality or Company, except by an instrument in writing duly approved and executed by the Municipality and accepted by the Company.

8.5 No Third-Party Beneficiaries. Nothing in this Ordinance is intended to confer third-party beneficiary status on any person, individual, corporation, or member of the public to enforce the terms of this Ordinance.

8.6 No Waiver of Rights. Nothing in this Ordinance may be construed as a waiver of any rights, substantive or procedural, the Company or the Municipality may have under federal or State of Illinois law unless such waiver is expressly stated in this Ordinance.

**Section 9
Acceptance**

9.1 This Ordinance shall confer no right, privilege or authority on Company, its successors or assigns, unless Company shall within ninety (90) days after due notice to the Company of the enactment of this Ordinance, file with the City Clerk an acceptance of the terms and provisions hereof; provided, however, that if such acceptance be not so filed within said period of ninety (90) days, all rights, privileges, and authority herein granted shall become null and void.

**Section 10
Effective Date**

10.1 This Ordinance shall be in full force from and after its passage, approval and ten (10) day period of publication in the manner provided by law. This Ordinance shall take effect and the rights, privileges and authority hereby granted and renewed shall vest in Company upon its filing of an acceptance with the City Clerk according to the terms prescribed herein and as provided for in IL Rev 35 ILCS 645/5-4.

Passed and approved this _____ day of _____, 2020.

Mayor, City of Lincoln, Illinois

[SEAL]

ATTEST:

City Clerk

STATE OF ILLINOIS)
CITY OF LINCOLN) SS
COUNTY OF LOGAN)

I, _____, City Clerk within and for the City of Lincoln, in the State and County aforesaid, do hereby certify that:

(1) the foregoing constitutes a full, true and correct copy of Ordinance No. _____ of said City as:

(a) introduced before the City Council on the ____ day of _____, 2020; and

(b) passed by the City Council and approved by the Mayor on the _____ day of _____, 2020, as fully as the same appears of record in my office;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Lincoln, Illinois, at my office in said City this ____ day of _____, 2020.

[SEAL]

City Clerk

ACCEPTANCE

Ameren Illinois ("Company"), in consideration of the rights and privileges granted by Ordinance No. _____ of the City of Lincoln, Illinois, passed _____, A.D. 2020, approved _____, A.D. 2020, and entitled "An Ordinance extending the authorization to Company, its successors and assigns, to construct, operate and maintain an electric utility system in the City of Lincoln, County of Logan, and State of Illinois", hereby accepts said Ordinance and all the provisions thereof.

In Witness Whereof, Company, as aforesaid has caused these presents to be signed by its President or a Vice President and attested by its Secretary or an Assistant Secretary and its corporate seal to be affixed this _____ day of _____, A.D. 2020.

Ameren Illinois

By _____
Richard J. Mark
President

(Corporate Seal)

Attest:

Assistant Secretary

ORDINANCE NO. _____

AN ORDINANCE
EXTENDING THE AUTHORIZATION TO
Ameren Illinois Company
d/b/a/ Ameren Illinois
ITS SUCCESSORS AND ASSIGNS
TO CONSTRUCT, OPERATE AND MAINTAIN
A GAS UTILITY SYSTEM
IN THE
City of Lincoln
COUNTY OF LOGAN
AND
STATE OF ILLINOIS

PASSED _____

EXPIRES _____

AN ORDINANCE RENEWING AN EXISTING FRANCHISE AND GRANTING FOR A PERIOD OF 20 YEARS TO AMEREN ILLINOIS, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE FRANCHISE, RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, EXCAVATE FOR, PLACE, REMOVE, EXTEND, MAINTAIN, AND OPERATE A GAS UTILITY SYSTEM IN THE CITY OF LINCOLN, COUNTY OF LOGAN AND STATE OF ILLINOIS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LINCOLN, COUNTY OF LOGAN, AND THE STATE OF ILLINOIS, AS FOLLOWS:

**Section 1
Grant of Franchise**

1.1 Extension. It is the intent of the parties by this Ordinance to extend for an additional term, subject to the terms and conditions here stated, the authorization to Ameren Illinois, its successors and assigns, to construct, operate and maintain a gas utility system within the City as originally authorized by an Ordinance approved on February 2, 1970. The parties acknowledge that by so doing they are continuing an existing relationship authorizing the services of a utility for the provision of gas energy and other purposes within the City for the benefit of its citizens and residents as well as other consumers of gas energy located within its corporate limits.

1.2 Grant of Franchise. There is hereby given and granted to Ameren Illinois, its successors and assigns (hereinafter referred to as the Company), the right, privilege and authority to construct, operate, maintain and/or extend within the corporate limits, as the same now exists or may hereafter be extended, of the City of Lincoln (hereinafter referred to as "Municipality"), a gas utility system for the transmission, distribution and/or sale of gas energy and other purposes (the System), together with the right, privilege and authority to lay, erect, construct, install, operate and/or maintain all necessary mains, pipes, valves, equipment and/or other apparatus (collectively Facilities) as may be necessary or convenient for the System, in, upon, along, over, under, through and/or across each and all of the streets, avenues, alleys, bridges, easements, rights of way and/or other public places (collectively Public Thoroughfare).

1.3 Successors and Assigns. The rights, privileges and authority hereby granted shall inure to and be vested in Company, its successors and assigns, successively, subject to all of the terms, provisions and conditions herein contained, and each of the obligations hereby imposed upon Company shall devolve and be binding upon its successors and assigns, successively, in the same manner.

**Section 2
Term**

2.1 All rights, privileges and authority given and granted by this Ordinance are granted for a term of 20 years from and after the acceptance of this Ordinance as hereinafter provided (the Initial Term), and thereafter on a year-to-year basis (each a Subsequent Term) unless either the Company or Municipality notifies the other in writing of its desire to terminate this Ordinance at least six (6) months prior to the expiration of the Initial Term or any Subsequent Term.

Section 3
Franchise Fee and Tax Consideration

3.1 Franchise Fee. As a further consideration for the rights, privileges and authorities granted by this ordinance, the Company shall, in Year 1 of the agreement, furnish municipality compensation in the amount of \$13,580, payable within 30 days of the acceptance of this ordinance by the municipality. In subsequent years, payment will be made within 30 days of the anniversary date of the ordinance on the following graduated scale: Year 2 - \$20,145; Year 3 - \$26,710; Year 4 - \$33,275; and Year 5 and all remaining years - \$39,850. Municipality may request a revision to the compensation amount after five years from the date of passage of this ordinance if Municipality has a reasonable belief that its population has increased or decreased by 3% or more. Municipality must request the revision at least 60 days prior to the next anniversary date. If Company confirms that the number of customers served by the System within Municipality's corporate limits has increased or decreased by 3% or more, the compensation amount will be revised by that percentage for the next and succeeding payments. Municipality may request similar revisions to compensation amounts under these criteria in additional five year periods throughout the term of this ordinance.

3.2 Tax Exemption. The Company shall be exempt from any special tax, assessment, license, rental or other charge during the term of this Ordinance, on all Facilities placed under the Public Thoroughfares within the corporate limits of Municipality.

Section 4
Construction Activities

4.1 Construction. All Facilities shall, so far as practicable, be placed underground and shall be so located and laid as not to interfere unnecessarily with any pipes, conduits, sewers, drains, pavements, public places, or right-of-way existing at the time of such location, and said Company shall forthwith repair any damage caused to such improvements to the satisfaction of the official or officials of said Municipality having charge of the supervision thereof and in default thereof said Municipality may repair such damage and charge the cost thereof to, and collect the same from, the Company. There shall be no unnecessary obstruction to the Public Thoroughfares of said Municipality in the laying, installation, operation or maintenance of any of said Facilities. All Facilities of Company in said Municipality shall be installed and maintained in accordance with the applicable rules and regulations of the Illinois Commerce Commission.

4.2 Relocation. When any Public Thoroughfare, upon which or in which any Facilities of Company have been placed or installed, shall be graded, curbed, paved or otherwise changed or when there is a relocation of such Public Thoroughfare, so as to make the resetting or relocation of any Facilities placed or installed under this Ordinance necessary the Company shall make such resetting or relocation, at the Company's cost and expense as qualified. The work is reasonably necessary for the construction, repair, maintenance, improvement or use of such Public Thoroughfare; is reasonably necessary for the location, construction, replacement, maintenance, improvement or use of other property of the Municipality; or is reasonably necessary for the operations of the Municipality. If the setting or location, or resetting or relocation of any Facilities is required for aesthetic purpose, the Municipality shall reimburse the Company for the resetting and/or relocation. The Company, as determined in discretion will not be responsible for the expense of removals, relocations, changes or alternations required by the Municipality for the

purpose of assisting either private projects, aesthetic reasons, or municipal gas utility. Municipality shall provide the Company with a suitable location for the resetting or relocation of such Facilities, and the Company's obligation shall be limited to resetting or relocating the Facilities of the same type and configuration as the displaced Facilities. Company shall make such resetting or relocation within a reasonable time after receiving written notice of the need for the same from the authorized representative of the Municipality, and the establishment by the Municipality of the permanent grade at the new location. Except as expressly stated, nothing in this Section requires the Company to bear responsibility for any costs or expenses to relocate its Facilities for any other reason or cause.

4.3 Permit Obligation. This Ordinance shall not relieve Company of the obligation to comply with any ordinance now existing in the Municipality or enacted in the future requiring Company to obtain written permits or other approval from the Municipality prior to commencement of construction of Facilities within the Public Thoroughfare thereof, except Company shall not be required to obtain permits or other approval from the Municipality for the maintenance, upgrading and repair of its Facilities. Except in cases of emergency, prior to engaging in any excavation activity that is expected to create an obstruction or other hazardous condition in any Public Thoroughfare, the Company shall notify Municipality of the location and extent of the planned excavation. In cases of emergency, Company shall notify Municipality of the location and extent of any such activity as soon as practicable after the emergency has been abated.

Section 5 Indemnity and Insurance

5.1 Indemnification. The Company shall indemnify and save harmless the Municipality and all contractors, officers, employees and representatives thereof from all claims, demands, causes of action, liability, judgments, costs and expenses or losses for injury or death to persons or damage to property owned by, and Worker's Compensation claims against any parties indemnified herein, arising out of, caused by, or as a result of the Company's construction, erection, maintenance, use or presence of, or removal of any Facilities. The foregoing indemnification shall not apply to the extent any such claim, demand, cause of action, liability, judgment, cost, expense or loss arises out of, is caused by, or results from the negligent or wrongful willful act or omission of the Municipality or any contractor, officer, employee or representative thereof.

5.2 Insurance. Company shall be obligated under this ordinance to maintain through the Term of this ordinance, at its sole cost and expense, to maintain the following insurance coverages which shall name Municipality as an additional insured:

A. Comprehensive General Liability. Comprehensive General Liability insurance, including contractual liability with limits of \$2,000,000 per occurrence for bodily injury and property damage. Railroad exclusions must be deleted if any work is to be performed within 50' of an active railroad track.

B. Comprehensive Automobile Liability. Commercial Auto Liability insurance with a limit of liability for bodily injury and property damage of not less than \$2,000,000. Such policy shall include owned and blanket non-owned and hired coverage.

C. Workers' Compensation. Workers' compensation coverage in accordance with statutory limits.

D. General Standards for All Insurance. All commercial insurance policies obtained by the Company to satisfy this obligation must be written by companies customarily used by public utilities for those purposes, including policies issued by a captive insurance company affiliated with the Company. Upon written request, the Company shall provide Municipality with evidence of insurance. The above requirements maybe satisfied with primary insurance, excess insurance or a combination of both.

E. Self-Insurance. Company shall have the right to self-insure any or all of the above-required insurance coverage.

Section 6 Miscellaneous Provisions

6.1 **Rates.** The rates to be charged by the Company for gas service rendered under this Ordinance shall be such as are approved from time to time by the Illinois Commerce Commission of the State of Illinois and/or such other duly constituted governmental authority as shall have jurisdiction thereof. All Rules and Regulations of the Illinois Commerce Commission of the State of Illinois applicable to the rights, privileges and authority granted by this Ordinance, in the event of conflict herewith, shall govern.

6.2 **Company Rights Independent of Ordinance.** The Municipality acknowledges that Company is vested in rights, permissions and authority independent of this Ordinance. Neither acceptance of this Ordinance nor compliance with its provisions shall impair in any way or waive any right, permission or authority which Company may have independent of this Ordinance. In addition, neither use by Company of public property or places as authorized by this Ordinance nor service rendered by Company in said Municipality shall be treated as use solely of the rights, permission and authority provided for by this Ordinance and in no way shall indicate non-use of any right, permission or authority vested in the Company independent of this Ordinance. In the event the Municipality vacates any Public Thoroughfare during the term of this Ordinance, Municipality agrees to reserve unto Company the rights, privileges and authority herein given and granted to the Company in upon, under, along, over and across each and all of such vacated premises which are at that time in use by the Company.

6.3 **Conflicting Ordinances.** All ordinances and parts of ordinances in conflict with this Ordinance or with any of its provisions are, to the extent of such conflict, hereby repealed.

6.4 **Severance Clause.** If any provision of this Ordinance, or the application of such provision to particular circumstances, shall be held invalid, the remainder of this Ordinance, or the application of such provision to circumstances other than those as to which it is held invalid, shall not be affected thereby.

6.5 **Conflicting State Statutes.** Any conflict between the Franchise Ordinance and any state statute will be resolved by giving the state statute mandatory priority over any contrary language contained in the Franchise Ordinance.

6.6 Most Favored Nation. If, at any time, during the term of this contract, Municipality permits another entity or person to provide gas distribution or similar services, and Company reasonably believes the other entity or person is granted more favorable treatment, terms, or conditions, then Company shall notify Municipality of such treatment, terms, or conditions. Alternatively, if Municipality reasonably believes the other entity or person grants Municipality more favorable treatment, terms, or conditions, then Municipality shall notify Company of such treatment, terms, or conditions. Upon receipt of such notice, Municipality and Company shall negotiate in good faith to amend this ordinance to provide Company or Municipality such more favorable treatment, terms or conditions on an equivalent basis. Such amendment shall take into consideration all circumstances that distinguish between Company and the entity or person receiving the more favorable or less favorable treatment, terms, or conditions.

**Section 7
General Provisions**

7.1 Notice. Any notice that (a) requires a response or action from the Municipality or the Company within a specific time frame or (b) would trigger a timeline that would affect one or both of the parties' rights under this Ordinance must be made in writing and must be sufficiently given and served on the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

If to Municipality:

City Clerk
City of Lincoln
PO Box 509
Lincoln, IL 62656

If to Company:

Ameren Illinois Company d/b/a/ Ameren Illinois
President
6 Executive Drive
Collinsville, IL 62234

For other notices regarding the general business between the parties, e-mail messages and facsimiles will be acceptable when addressed to the persons of record specified above.

7.2 Entire Agreement and Interpretation. This Ordinance embodies the entire understanding and agreement of the Municipality and the Company with respect to the subject matter of this Ordinance and the Franchise. This Ordinance supersedes, cancels, repeals, and shall be in lieu of the Previous Agreement.

7.3 Governing Law and Venue. This Ordinance has been approved and executed in the State of Illinois and will be governed in all respects, including validity, interpretation, and effect, and construed in accordance with, the laws of the State of Illinois. Any court action against the Municipality may be filed only in Logan County, Illinois, in which the Municipality's principal office is located.

7.4 Amendments. No provision of this Ordinance may be amended or otherwise modified, in whole or in part, to be contractually binding on Municipality or Company, except by an instrument in writing duly approved and executed by the Municipality and accepted by the Company.

7.5 No Third-Party Beneficiaries. Nothing in this Ordinance is intended to confer third-party beneficiary status on any person, individual, corporation, or member of the public to enforce the terms of this Ordinance.

7.6 No Waiver of Rights. Nothing in this Ordinance may be construed as a waiver of any rights, substantive or procedural, the Company or the Municipality may have under federal or State of Illinois law unless such waiver is expressly stated in this Ordinance.

Section 8 Acceptance

8.1 This Ordinance shall confer no right, privilege or authority on Company, its successors or assigns, unless Company shall within ninety (90) days after due notice to the Company of the enactment of this Ordinance, file with the City Clerk an acceptance of the terms and provisions hereof; provided, however, that if such acceptance be not so filed within said period of ninety (90) days, all rights, privileges, and authority herein granted shall become null and void.

Section 9
Effective Date

9.1 This Ordinance shall be in full force from and after its passage, approval and ten (10) day period of publication in the manner provided by law. This Ordinance shall take effect and the rights, privileges and authority hereby granted and renewed shall vest in Company upon its filing of an acceptance with the City Clerk according to the terms prescribed herein.

Passed and approved this _____ day of _____, 2020.

Mayor, City of Lincoln, Illinois

[SEAL]

ATTEST:

City Clerk

STATE OF ILLINOIS)
CITY OF LINCOLN) SS
COUNTY OF LOGAN)

I, _____, City Clerk within and for the City of Lincoln, in the State and County aforesaid, do hereby certify that:

(1) the foregoing constitutes a full, true and correct copy of Ordinance No. _____ of said City as:

(a) introduced before the City Council on the ____ day of _____, 2020; and

(b) passed by the City Council and approved by the Mayor on the ____ day of _____, 2020, as fully as the same appears of record in my office;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Lincoln, Illinois, at my office in said City this ____ day of _____, 2020.

[SEAL]

City Clerk

ACCEPTANCE

Ameren Illinois, ("Company") in consideration of the rights and privileges granted by Ordinance No. _____ of the City of Lincoln, Illinois, passed _____, A.D. 2020, approved _____, A.D. 2020, and entitled "An Ordinance extending the authorization to Company, its successors and assigns, to construct, operate and maintain a gas utility system in the City of Lincoln, County of Logan, and State of Illinois", hereby accepts said Ordinance and all the provisions thereof.

In Witness Whereof, Ameren Illinois, Company as aforesaid has caused these presents to be signed by its President or a Vice President and attested by its Secretary or an Assistant Secretary and its corporate seal to be affixed this ____ day of _____, A.D. 2020.

Ameren Illinois

By _____
Richard J. Mark
President

(Corporate Seal)

Attest:

Assistant Secretary

RESOLUTION NO. _____

**RESOLUTION ABATING THE TAX HERETOFORE
FOR THE YEAR 2019 TO PAY DEBT SERVICE ON
\$2,285,000.00 GENERAL OBLIGATION BONDS
(ALTERNATIVE REVENUE SOURCE) OF THE CITY OF
LINCOLN, LOGAN COUNTY, ILLINOIS**

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

WHEREAS, the CITY OF LINCOLN is a non-home rule municipality; and

WHEREAS, the CITY COUNCIL (hereinafter "City Council") for the CITY OF LINCOLN, Logan County, Illinois (hereinafter "the City"), adopted an Ordinance, (hereinafter "the Ordinance") which did provide for the issuance of \$2,285,000.00 general obligations bonds (alternative revenue source)(hereinafter "the Bonds"), and the levy of a direct annual tax sufficient to pay the debt service on the Bonds; and

WHEREAS, such Bonds were issued in the month of September 2014, in the amount of \$2,285,000.00; and

WHEREAS, the City Council has determined and does hereby determine that there are funds available, on hand and irrevocably set aside sufficient to provide not less than an amount equal to debt service due on the Bonds in the succeeding year; and

WHEREAS, such Pledged Revenues are hereby directed to be used for the purpose of paying debt service on the Bonds; and

WHEREAS, the City Council of the CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, feels that it is necessary and in the best interest of the City that the tax heretofore levied for the year 2018 to pay the Bonds be abated;

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

1. **Abatement of Tax.** The tax heretofore levied for the year 2019 in the Resolution is hereby abated in its entirety.

2. **Filing of Resolution.** Forthwith upon adoption of this Resolution the City Clerk of the CITY OF LINCOLN, upon passage, shall file a certified copy hereof with the County Clerk of Logan County, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2019 in accordance with the provisions hereof.

3. **Effective Date.** 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 Schmidt _____	Alderman Welch _____
Alderman Hoinacki _____	Alderwoman Horn _____
Alderman Downs _____	Alderman Bateman _____

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

RESOLUTION NO. _____

**RESOLUTION ABATING THE TAX HERETOFORE
FOR THE YEAR 2019 TO PAY DEBT SERVICE ON
\$5,285,000.00 GENERAL OBLIGATION BONDS
(ALTERNATIVE REVENUE SOURCE) OF THE CITY OF
LINCOLN, LOGAN COUNTY, ILLINOIS**

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

WHEREAS, the CITY OF LINCOLN is a non-home rule municipality; and

WHEREAS, the CITY COUNCIL (hereinafter "City Council") for the CITY OF LINCOLN, Logan County, Illinois (hereinafter "the City"), adopted an Ordinance, (hereinafter "the Ordinance") which did provide for the issuance of \$5,285,000.00 general obligations bonds (alternative revenue source)(hereinafter "the Bonds"), and the levy of a direct annual tax sufficient to pay the debt service on the Bonds; and

WHEREAS, such Bonds were issued in the month of October 2014, in the amount of \$5,285,000.00; and

WHEREAS, the City Council has determined and does hereby determine that there are funds available, on hand and irrevocably set aside sufficient to provide not less than an amount equal to debt service due on the Bonds in the succeeding year; and

WHEREAS, such Pledged Revenues are hereby directed to be used for the purpose of paying debt service on the Bonds; and

WHEREAS, the City Council of the CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, feels that it is necessary and in the best interest of the City that the tax heretofore levied for the year 2019 to pay the Bonds be abated;

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

1. **Abatement of Tax.** The tax heretofore levied for the year 2019 in the Resolution is hereby abated in its entirety.

2. **Filing of Resolution.** Forthwith upon adoption of this Resolution the City Clerk of the CITY OF LINCOLN, upon passage, shall file a certified copy hereof with the County Clerk of Logan County, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2019 in accordance with the provisions hereof.

3. **Effective Date.** 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 Schmidt	_____	Alderman Welch	_____
Alderman Hoinacki	_____	Alderwoman Horn	_____
Alderman Downs	_____	Alderman Bateman	_____

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

RESOLUTION NO.

**RESOLUTION ABATING THE TAX HERETOFORE
FOR THE YEAR 2019 TO PAY DEBT SERVICE ON
\$3,270,000.00 GENERAL OBLIGATION BONDS
(ALTERNATIVE REVENUE SOURCE) OF THE CITY OF
LINCOLN, LOGAN COUNTY, ILLINOIS**

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

WHEREAS, the CITY OF LINCOLN is a non-home rule municipality; and

WHEREAS, the CITY COUNCIL (hereinafter "City Council") for the CITY OF LINCOLN, Logan County, Illinois (hereinafter "the City"), adopted an Ordinance, (hereinafter "the Ordinance") which did provide for the issuance of \$3,270,000.00 general obligations bonds (alternative revenue source)(hereinafter "the Bonds"), and the levy of a direct annual tax sufficient to pay the debt service on the Bonds; and

WHEREAS, such Bonds were issued in the month of February 2018, in the amount of \$3,270,000.00; and

WHEREAS, the City Council has determined and does hereby determine that there are funds available, on hand and irrevocably set aside sufficient to provide not less than an amount equal to debt service due on the Bonds in the succeeding year; and

WHEREAS, such Pledged Revenues are hereby directed to be used for the purpose of paying debt service on the Bonds; and

WHEREAS, the City Council of the CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, feels that it is necessary and in the best interest of the City that the tax heretofore levied for the year 2018 to pay the Bonds be abated;

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

1. Abatement of Tax. The tax heretofore levied for the year 2019 in the Resolution is hereby abated in its entirety.

2. Filing of Resolution. Forthwith upon adoption of this Resolution the City Clerk of the CITY OF LINCOLN, upon passage, shall file a certified copy hereof with the County Clerk of Logan County, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2019 in accordance with the provisions hereof.

3. Effective Date. 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 Schmidt	_____	Alderman Welch	_____
Alderman Hoinacki	_____	Alderwoman Horn	_____
Alderman Downs	_____	Alderman Bateman	_____

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

Illinois Cash Farm Lease

To use this lease form: Complete two identical copies - one for the Lessor (Landowner) and one for the Lessee (Tenant). Cross out any provisions that are not to become a part of the contract and add any additional provisions that are desired. If preparing the lease manually, use ink or typewriter; however, the web-based lease form can be filled in on-line before printing. This lease form is available on the formpro website at <http://www.formpro.com; edu/legal/form_lease_form_ghs.html>. Additional leasing information can be found in the Leasing Fact Sheet prepared by University of Illinois Farm Business Management Educators located at <http://www.formpro.com; edu/manager/leasing_fact_sheet.html>. **Never** A farmer creates and alters legal rights; thus, Landowners and Tenants may want to discuss specific lease provisions with their respective legal advisors.

Date and names of parties. This lease is entered into as of March 1, 2017, between:

Lessor(s) (Insert Landowner's exact name): the CITY OF LINCOLN, Logan County, Illinois, an Illinois municipal corporation, whose mailing address is:

Attn: City Clerk's Office, 790 Broadway Street, Lincoln, Illinois 62656,

and

Lessee(s) (Insert Tenant's exact name): KENT CROSS, whose mailing address is 2658 500th Avenue, Eureka, Illinois 62635.

The parties to this lease agree to the following provisions.

Section 1. Description of Rented Land and Length of Tenure

- A. Description of Land. The Landowner (Lessor) rents and leases to the Tenant (Lessee), to occupy and to use for agricultural purposes only, the following real estate located in the County of Logan and the State of Illinois, and described as follows: See Exhibit A attached hereto for legal description, commonly known as the City of Lincoln Farm consisting of approximately forty (40) acres, together with all buildings and improvements thereon belonging to the Lessor.
- B. Length of Tenure. The term of this lease shall be from March 1, 2017, to February 28, 2018, and the Lessee shall surrender possession at the end of this term or at the end of any extension thereof. Extensions must be in writing and attached to this lease, and both parties agree that failure to execute an extension at least four (4) months before the end of the current term shall be constructive notice of intent to allow the lease to expire.

Section 2. Fixed Cash Rent (With Option for Indexing)

Tenant agrees to pay Landowner an annual fixed cash rent as identified below.

Fixed Rent: The annual cash rent shall be the sum of \$6,000.00. This represents 40 acres of cropland at \$150.00 per acre.

Option for Indexing: Landlord and Tenant agree that there will be a variable rent provision in this Lease based upon the formula and calculation to be applied to the 2017 crop year, which shall be in addition to the Fixed Rent, to be determined as set forth on Exhibit B attached hereto and by this reference made a part hereof.

Section 3. Investments and Expenses

- A. The Landlord agrees to furnish the property and to pay the items of expense listed below:
1. The above-described farm, including fixed improvements.
 2. Materials for necessary repairs and improvements to buildings and permanent fences except as agreed to in B4 and amendments to this lease.
 3. Skilled labor employed in making and repairing improvements and all labor for painting buildings.
 4. Taxes on land, improvements, and personal property owned by the Lessor.
 5. Fire and wind insurance, at a fair replacement value, on the residence and all buildings owned by the Lessor and used by the Lessee in storing or housing grain, feed, livestock and equipment.
 6. Ground limestone: Lessor is to furnish 0 percent or share of total cost, including hauling and spreading.

Section 4. Tenant's Duties In Operating Farm

The Tenant further agrees to perform and carry out the stipulations below. (Strikes out any not desired.)

A. Activities required:

1. To cultivate the farm faithfully and in a timely, thorough, and best-practice manner.
2. To prevent noxious weeds from going to seed on said premises and to destroy the same and keep the weeds and grass cut.
3. To haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements.
4. To keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair.
5. To preserve established watercourses or ditches, and to refrain from any operation that will injure them.
6. To keep the building, fences (including hedges), and other improvements in good repair and condition as they are when the Tenant takes possession or in as good repair and condition as they may be put by the Lessor during the term of the lease - ordinary wear, loss by fire, or unavoidable destruction excepted.
7. To take proper care of all trees, vines, and shrubs, and to prevent injury to the same.
8. To keep the farmstead neat and orderly.
9. To prevent all unnecessary waste, or loss, or damage to the property of the Lessor.
10. To comply with pollution control and environmental protection requirements as required by local, state, and federal agencies, as well as to implement soil erosion control practices to comply with the soil loss standards mandated by local, state, and federal agencies.

B. Activities restricted. The Tenant further agrees, unless the written consent of the Lessor has been obtained:

1. Not to assign this lease to any person or persons or substitute any part of the premises herein leased.
2. Not to erect or permit to be erected any structure or building or to incur any expense to the Lessor for such purposes.

B. The Lessee agrees to furnish the property and to pay the items of expense listed below:

1. All the machinery, equipment, labor, fuel, and power necessary to farm the premises property.
2. The hauling to the farm, except when otherwise agreed, of all material which the Lessor furnishes for making repairs and other improvements, and the performing of labor, except skilled, required for such repairing and improving.
3. All seed, inoculation, disease-treatment materials, and fertilizers, except that which the Lessor agrees to furnish above.
4. The following described items and all other items of expense not furnished by the Lessor as provided in A:

11. To use prudence and care in transporting, storing, handling, and applying all fertilizers, pesticides, herbicides, and other chemicals and similar substances; to read and follow label instructions for the use of such materials in order to avoid injury or damages to persons or property or both on the leased premises and adjoining areas; and to comply with state pesticide-training, licensing, storing, and usage.
12. Any chemicals for weed or insect control or other use, when used, should be applied at levels not to exceed the manufacturer's recommendation for the soil types involved. The Tenant agrees to provide to the Lessor, normally, a written report indicating the product name, amount, date of application and location of application of all pesticides, fertilizers, and seed used on the farm.
13. No chemicals will be stored on the property for more than one year. When chemicals or petroleum products are stored on the farm, they will be in closed, tight containers above ground and clearly marked. No chemicals or chemical containers will be disposed of on the property.
14. To generally follow Natural Resource Conservation Service and Farm Service Agency recommendations and to maintain all other requirements necessary to qualify current and future farm operators to participate in federal farm programs.

15. Other:

3. Not to add electrical wiring, plumbing, or heating to any building. (If consent is given such additions must meet standards and requirements of power and insurance companies.)

4. Not to plow permanent pasture or meadowland.
5. Not to allow any stock on any tillable land except by annual agreement.
6. Not to burn or remove cornstalks, straw, or other crop residues grown upon the farm.
7. Not to cut live trees for sale purposes or personal uses.
8. Not to erect or permit to be erected any commercial advertising signs on the farm, other than seed variety signs.
9. Not to enter into any agreement, contract, or other farming or business arrangement that alters rights in the Lessor's security interest, right of entry, default or possession.

10. Not to permit, encourage, or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production, except as specifically noted here:

11. Other: No hunting shall be allowed on the land that is the subject of this Lease.

Section 5. Management and Business Procedures

The Lessor and Tenant agree that they will observe the following provisions (Strike out any not desired.)

A. General Cropping System. Except when mutually decided otherwise, the land use and cropping shall be approximately as follows:

40 acres for rotated crops
 _____ acres in permanent pasture
 _____ acres in non-grazed woodland
 _____ acres in building and lots
 _____ acres in other _____

B. Insurance. For the term of the lease, Tenant shall maintain insurance with a carrier acceptable to the Landlord, insuring Tenant while performing on these premises hereunder for the following types and in stated minimum amounts:

Crop Insurance	\$200.00 per acre
Liability Insurance:	\$1,000,000.00 per person \$1,000,000.00 per occurrence
Property Damage:	\$ 500,000.00 per occurrence
Workers Compensation:	As required by statute

Tenant shall furnish Landlord with a Certificate of Insurance and give notice of termination of coverage.

Tenant agrees that all applicable insurance policies name the Landlord as an additional insured

C. Financial and production records. The Tenant agrees to keep financial and production records of the farm business and to furnish an annual report to the Lessor, on such forms as the Lessor may provide, on or before January 15, 2018.

D. Fixed Rent Installments. The Fixed Rent shall be paid each year in the following installments:

Dollars of percent of rent due	Date Due
\$3,000.00	March 1, 2017
\$3,000.00	November 1, 2017

E. Land use in last year of lease. If, during the last six months of the lease term, or after notice to terminate has been given if this lease has become a year to year lease, the parties fail to agree on questions of land use, cropping system, fertilizer applications, or any deviations from the lease provisions, then the specific agreements in this lease shall prevail or, in the absence of agreements in the lease, the Lessor shall decide and the Tenant agrees to abide by the Lessor's decisions. The Lessor's decisions shall not contradict any provisions in this lease or violate good farming procedures.

F. Conservation. Both Lessor and Tenant affirm the goals of minimizing soil erosion losses and preserving the productivity of the land in ways that are consistent with their needs and desires for acceptable current returns to their individual inputs on the leased premises. To these ends they agree to implement as far as possible the best management practices recommended by the Natural Resources Conservation Service and to cooperate with that agency's soil and water conservation programs.

G. Tenant responsible for hired labor. The Tenant shall be solely responsible for all employer obligations on hired labor with respect to safety requirements and social security and workers' compensation contributions, and the Lessor shall have no responsibilities therefore.

H. Other management agreements:

Section 6. Default, Possession, Landlord's Lien, Right of Entry, Mineral Rights, Liability, Extent of Agreement

The Lessor and Tenant agree to the following provisions. (Strike out any not desired.)

A. Termination upon default. If either party fails to carry out substantially the terms of this lease in due and proper time, the lease may be terminated by the other party by serving a written notice citing the instance(s) of default and specifying a termination date of

ten (10) days from the date of such notice. Settlement shall then be made in accordance with the provisions of Clause B of this section, the reimbursement agreements of Section 5, and any amendments to this lease.

- B. Yielding possession.** The Tenant agrees at the expiration or termination of this lease to yield possession of the premises to the Lessor without further demand or notice, in as good order and condition as when they were entered upon by the Tenant, less by fire, flood, or tornado, and ordinary wear excepted. If the Tenant fails to yield possession, the Tenant shall pay to the Lessor a penalty of \$500.00 per day or the statutory double rent, whichever is less, for each day the Tenant remains in possession thereafter, in addition to any damages caused by the Tenant to the Lessor's land or improvements, and said payment shall not entitle the Tenant to any interest of any kind or character in or on the premises.
- C. Landlord's lien.** The Landlord's lien provided by statute on crops grown or growing, together with any other security agreement(s) created by Tenant in favor of Landlord, shall be the security for the rent herein specified and for the faithful performance of the terms of the lease. The Tenant shall provide the Lessor with the names of persons to whom the Tenant intends to sell crops grown on these premises at least 30 days prior to the sale of such crops. A lease period may be allowed by mutual written agreement. Tenant consents to any filing required by law to perfect the landlord's lien upon crops. If the Tenant fails to pay the rent due or fails to keep any of the agreements of this lease, all costs and attorney fees of the Lessor in enforcing collection or performance shall be added to and become a part of the obligations payable by the Tenant.
- D. Landowner's right of entry.** The Lessor reserves the right personally or by agents, employees, or assigns to enter upon the premises at any reasonable time to view them, to work or make repairs or improvements thereon, to care for and dispose of the
- E. Mineral rights.** Nothing in this lease shall confer upon the Tenant any right to minerals underlying the land. Such mineral rights are hereby reserved by the Lessor together with the full right to enter upon the premises and to bore, search, excavate, work, and remove the minerals, to deposit excavated material, to pass over the premises with vehicles, and to lay down and work any railroad track or tracks, tank, pipeline, power lines, and structures as may be necessary or convenient for the above purpose. The Lessor agrees to reimburse the Tenant for any actual damage the Tenant may suffer for crops destroyed by these activities and to release the Tenant from obligation to continue farming this property when development of mineral resources interferes materially with the Tenant's opportunity to make a satisfactory return.
- F. Landowner liability.** The Tenant takes possession of the leased premises subject to the hazards of operating a farm, and assumes all risk of accidents personally as well as for family, employees, or agents in pursuance of farming operations, or in performing repairs on buildings, fences, tile, and other improvements.
- G. Working on heires, etc.** The terms of this lease shall be binding on the heirs, executors, administrators, and assigns of both Lessor and Tenant in like manner as upon the original parties.

Section 7. Additional Lease Provisions

- A.** If necessary, the Tenant grants the Landlord permission to enter the property and install any and all improvements, including water detention and underground sewer lines if required of the City by the Illinois Environmental Protection Agency, in which event the Landlord will reimburse the Tenant for all costs the Tenant has incurred for damaged crops, only to the extent of costs expended by the Tenant.
- B.** Lessee agrees to maintain the fertility of the decanted real estate to a level at least equivalent to the levels on the commencement date of the term. The levels of the fertility shall be ascertained by annual reports of the yields and corresponding fertility removals and fertility applied by the Lessee on the farm of report attached hereto as Exhibit C to be updated annually by the Lessee. The annual report shown on Exhibit C shall be submitted at the renewal or termination on said farm by Lessee.
- C.** Pursuant to the provisions of Section 6(f) hereof, the Lessee hereby covenants and agrees with the Lessor that the names and addresses of all persons to whom Lessee intends to sell any crops grown on the decanted real estate are set forth below. Lessee further covenants and agrees not to sell crops to any person or entity other than the persons or entities who have been disclosed to the Lessor as a potential buyer of the crops hereunder.
- Names and addresses of persons and entities who Lessee desires or intends to sell crops: East Lincoln Farmers Grain.
- If Lessee should desire to sell crops to any person or entity not included in the above list, he should notify Lessor in writing of the name and address of such other person or entity at least ten days prior to such sale. Lessee acknowledges that he is aware of the law which provides that when a Lessor has required that he/she a Lessee sells crops grown on the decanted real estate, the Lessee discloses to the Lessor the persons to whom the Lessee intends to sell such crops, it is unlawful for the Lessee to sell the crops to a person or entity other than a person or entity so disclosed to the Lessor and that an individual who knowingly violates a provision of the law is guilty of a Class A misdemeanor.

Signatures of parties to lease:

The City of Lincoln, Logan County, Illinois,
an Illinois municipal corporation,

BY:  A. Spitzer
Landowner

Its Mayor


Tenant

Kent Cross

4-3-17 Date
3/31/17 Date

Amendments and Extensions to the Lease

(Must be completed manually/cannot be completed on-line)

Amendments, alterations, and extensions to this lease may be made in writing in the space below at any time by mutual agreement. The written amendments should be noted on both the Landlord's and Tenant's copies of the lease (complete and sign two identical copies). If the parties fail to agree on a proposed alteration, the existing provisions of the lease shall control operations.

A. Improvements made by the Tenant at the Tenant's own expense. When the Lessor and Tenant agree that the Tenant may make all or part of an improvement (such as building, additions to building, major repairs, fences, hedges, water systems, etc.) to the farm at the Tenant's own expense and that the Tenant is to be reimbursed for any costs remaining at the end of the lease, the necessary information shall be recorded in one of the following blanks and, after being duly signed by both parties, it shall become a part of the lease above and obligate the Lessor and his or her heirs and assigns to make such reimbursement. Such improvements become the Lessor's property upon completion of the farm below. The Lessor thereby assumes the responsibility for property taxes, insurance coverage, and risk of loss.

Description and location of the improvement	Tenant's net cost	Amount remaining at expiration (percent)	Date depreciation begins	Signature and Date Signed
1				Lessor Tenant
2				Lessor Tenant
3				Lessor Tenant

B. Lessor's written consent to Tenant's participation in items in Section 4, Clause B.

1. Item: _____ Description and restrictions: _____
 Year: _____ Lessor's Signature: _____

2. Item: _____ Description and restrictions: _____
 Year: _____ Lessor's Signature: _____

C. Other amendments: To be dated, signed and attached to both Landlord's and Tenant's copies of lease.

D. Lease Extensions

Lease Extension # 1	Lease Extension # 2	Lease Extension # 3
This lease, originally dated _____, 20____, shall be extended _____, 20____. From _____, 20____ To _____, 20____ Signed: _____, 20____ Lessor Tenant	This lease, originally dated _____, 20____, shall be extended _____, 20____. From _____, 20____ To _____, 20____ Signed: _____, 20____ Lessor Tenant	This lease, originally dated _____, 20____, shall be extended _____, 20____. From _____, 20____ To _____, 20____ Signed: _____, 20____ Lessor Tenant

EXHIBIT A

The South 980.59 feet of the East 14 acres of the Southwest Quarter (SW3) of the Northeast Quarter (NE3) and the South 980.59 feet of the Southeast Quarter (SE3) of the Northeast Quarter (NE3) of Section 1, Township 19 North, Range 3 West of the Third Principal Meridian, Logan County, Illinois, and being further described as follows: Commencing from an iron pipe at the Southeast corner of said Northeast Quarter (NE3) of Section 1, Township 19 North, Range 3 West of the Third Principal Meridian, said point being the point of beginning, thence North $89^{\circ} 03'$ West along the South line of the Northeast Quarter (NE3) of said Section 1 a distance of 1777.13 feet to an iron pin; thence North along the West line of the East 14 acres of the Southwest Quarter (SW3), Northeast Quarter (NE3) a distance of 980.59 feet to an iron pin; thence South $89^{\circ} 03'$ East a distance of 1777.13 feet to an iron pin, said pin being on the East line of the Northeast Quarter (NE3) of said Section 1; thence South along said East line of the Northeast Quarter (NE3) of said Section 1 a distance of 980.59 feet to the point of beginning and containing 40 acres, more or less.

EXHIBIT B

(1) **Base Rent** – The Base Rent for the tillable acres of cropland shall be \$150.00 per acre.

(2) **Gross Farm Income** – Lessor will calculate, and the Lessee shall review, the Gross Farm Income for the 2017 crop year by December 15, 2017. The Gross Farm Income used in this formula shall be determined by the following method:

(a) **Corn Income** – The harvested “dry” bushels multiplied by the average price paid by East Lincoln Farmers Grain Company for December, 2017, delivery corn as quoted on the first business day of the month for March through December, 2017, with the minimum price to be the USDA loan rate for Logan County, Illinois.

(b) **Soybean Income** – The harvested “dry” bushels multiplied by the average price paid by East Lincoln Farmers Grain for December, 2017, delivery of soybeans as quoted on the first business day of the month of March through December, 2017, with the minimum price to be the USDA loan rate for Logan County, Illinois.

(c) **USDA Payments** – The actual amount of payments received under the USDA Freedom to Farm Contract in place on this acreage, including production flexibility payments and market loss assistance payments (all loan deficiency payments actually received on harvested corn and soybeans bushels belong to the Lessee and not the Lessor).

(d) The sum of the amounts determined under (a) and (c) above, which are attributable to the corn crop, shall be divided by the number of acres planted in corn for 2017, to determine the Gross Farm Income per acre for the corn acres.

(e) The sum of the amounts determined under (b) and (c) above, which are attributable to the soybean crop, shall be divided by the number of acres planted to soybeans for 2017, to determine the Gross Farm Income per acre for the soybean acres.

(3) **Base Gross Farm Income** – The Base Gross Farm Income to be used in the calculation of the variable cash rent shall be \$600.00 per acre for any corn acres raised during 2017 and \$350.00 per acre for any soybeans raised during 2017.

(4) **Variable Cash Rent** – The difference between the Base Gross Farm Income per acre for corn and the Gross Farm Income per acre for corn shall become the basis for the final variable cash rent payment of cash rent for the corn grown during crop year 2017. The difference between the Base Gross Farm Income per acre for soybeans and the Gross Farm Income per acre for soybeans shall become the basis for the final variable cash rent payment of cash rent for the soybeans grown during crop year 2017. The Lessors shall receive one-half of the excess of the actual Gross Farm Income per acre calculated over the Base Gross Farm Income per acre. This amount shall be multiplied by the tillable acres of the appropriate crop and paid to the Lessor by the Lessee on or before December 30, 2017.

(5) Lessee shall, prior to December 15, 2017, provide proof of the actual production to Lessor by way of copies of the elevator ledger sheets and a summary of the actual bushels produced and the actual acres produced to enable Lessor or their agent to compute the Gross Farm Income as herein set forth. All grain harvested from the subject real estate shall be delivered to local elevators, and no grain shall be stored on-farm at any location for the term of this Lease.

(6) Lessor agrees that the Lessee will be farming the parcel which is the subject of this Lease with another parcel owned individually by Lessee. The average yield per acre for corn and soybeans on the parcel which is the subject of this Agreement shall be calculated by the Lessor and Lessee based upon the yield monitors used during the harvesting process for the purpose of calculating the variable cash rent.

SETH A. GOODMAN
MAYOR

ELIZABETH KAVELMAN
CITY ADMINISTRATOR

PEGGY S. BATEMAN
CITY CLERK

CHARLES N. CONZO
CITY TREASURER

JOHN A. HOBLIT
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

November 18, 2019

US Census
175 West Jackson, Suite 600
Chicago, IL 60604
ATTN: Ms. Marilyn Sanders
Regional Director

RE: City of Lincoln-Logan County Complete Count Committee

Dear Ms. Sanders/US Census:

This letter serves the purpose of establishing a US Census 2020 Complete Count Committee between the County of Logan and the City of Lincoln, IL. Alderman Ron Keller has agreed to serve as the City's Liaison/Co-Chair for the City-County Complete Count Committee. This committee will be dedicated to obtaining the most complete count possible to enhance our community's base for many future incentives and tax dollars.

With a number of our city's buildings deteriorating or having collapsed over the past ten years, it is inspiring to know there are citizens within our community willing to step up and take on this task. Alderman Keller is one of those people. Please welcome him as Co-Chair to this Committee along with Will De'Andrea, Logan County Planner and GIS Coordinator, who has been instrumental to this cause, as well, in providing you with accurate County statistics.

For your review, attached is the June 3, 2019 resolution from the City of Lincoln, IL, endorsing the US Census 2020 campaign.

We would also be interested in receiving updates periodically as to your success. The City of Lincoln wishes you the best in your endeavors to accurately calculate our count in Lincoln/Logan County, IL.

Sincerely,

Seth A. Goodman, Mayor
Lincoln City Council
Mayor

cc: Mr. Todd Volker, Partnership Specialist

CITY COUNCIL

FIRST WARD
STEVE PARROTT
TRACY WELCH

SECOND WARD
KATHRYN SCHMIDT
SAM DOWNS

THIRD WARD
KEVIN BATEMAN
RON KELLER

FOURTH WARD
JEFF HOINACKI
KATHY HORN

RESOLUTION
2019-388

WHEREAS, the United States Government will be conducting Census 2020; and

WHEREAS, Census 2020 will generate population figures which will influence the distribution of Federal Funds; and

WHEREAS, the City of Lincoln is in a unique position to assist the U.S. Census Bureau in conducting Census 2020; and

WHEREAS, the City of Lincoln believes that the U.S. Census Bureau should be free to collect and report its data unencumbered by approval of said findings by the City Council of the City of Lincoln.

NOW, THEREFORE, BE IT RESOLVED MAYOR AND CITY COUNCIL OF THE CITY OF LINCOLN, ILLINOIS, that the City of Lincoln has up-to-date data accurate Master Address File to be used in Census 2020.

BE IT FURTHER RESOLVED that U.S. Census Bureau can operate unencumbered by any approval of its findings by the City Council of the City of Lincoln.

BE IT FURTHER RESOLVED that the City of Lincoln is willing and able to assist the U.S. Census Bureau in relation to Census 2020 for the City of Lincoln, Logan County, Illinois.

BE IT FURTHER RESOLVED that this Resolution be communicated and distributed to the appropriate representative officials with the United States Government so that the concerns of the City of Lincoln may be expressed in the appropriate form.

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

Alderman Parrott	<u>Absent</u>	Alderman Keller	<u>AYE</u>
Alderwoman Horn	<u>AYE</u>	Alderman Welch	<u>AYE</u>
Alderman Hoinacki	<u>AYE</u>	Alderwoman Schmidt	<u>AYE</u>
Alderman Downs	<u>AYE</u>	Alderman Bateman	<u>AYE</u>

Ayes: 7- Ald. Horn, Ald. Hoinacki, Ald. Downs, Ald. Keller, Ald. Welch, Ald. Bateman
Ald. Schmidt


Nays: 0

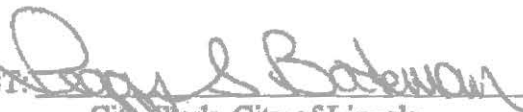
Absent: 1- Ald. Parrott

Abstain: 0

Passed and approved this 3rd day of June, 2019

CITY OF LINCOLN,

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

ATTEST:  (SEAL)
City Clerk, City of Lincoln,
Logan County, Illinois



11/19/18

City of Lincoln
700 Broadway Street
Lincoln IL 62656

RE: Municipal Lease # 24487

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the [radio equipment] to be leased from Motorola. The interest rate and payment streams outlined in **Equipment Lease-Purchase Agreement #24487** are valid for contracts that are executed and returned to Motorola on or before **December 10, 2018**. After **12/10/18**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik / 44th Floor
500 W. Monroe
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

A handwritten signature in black ink, appearing to read 'Bill Stancik', written in a cursive style.

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Bill Stancik

LESSEE FACT SHEET

Please help Motorola provide excellent billing service by providing the following information:

1. Complete Billing Address City of Lincoln

E-mail Address: _____

Attention: _____

Phone: _____

2. Lessee County Location: _____

3. Federal Tax I.D. Number _____

4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: _____

5. Equipment description that you would like to appear on your invoicing: _____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address _____

Phone: _____

Fax: _____

7. Payment remit to address: **Motorola Solutions Credit Company LLC**
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 24487

LESSEE:

City of Lincoln
700 Broadway Street
Lincoln IL 62656

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee").

LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts,

covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of December, 2018.

LESSEE:
City of Lincoln

LESSOR:
MOTOROLA SOLUTIONS, INC.

By: _____
Title: _____

By: _____
Title: Treasurer

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of the City of Lincoln, an entity duly organized and existing under the laws of the State of Illinois that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number 24487, between City of Lincoln and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of City of Lincoln, hereto this _____ day of December 2018.

By: _____
(Signature of Secretary/Clerk)

SEAL

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 24487 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for City of Lincoln

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A 24487
Lease Number:**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number 24487 ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 84 Months

Commencement Date: December 1, 2018

First Payment Due Date: December 1, 2019

7 annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.



MOTOROLA SOLUTIONS

Bill-To

Customer Name: City of Lincoln Fire Department
Customer Address: 700 Broadway St, Lincoln, IL, 62858

Attention: Chief Mark Miller

Customer Number:

Contract Number:

Freight terms: FOB Destination

Payment terms: Net 30 Due

Quote Date: 11/19/2018

Effective to: 12/21/2018

Quote #: 1003

Ship To:

Barbeck Communications Group
845 S. Franklin Street Road
Decatur IL, 62521

Sales Contact:

Name: Eric Smith
Email: esmith@barbeck.com
Phone: (217)853-5810

Quantity	Description	Nomenclature	List price	Accounted Unit	Extended Price
17	APX8000 700/800 MODEL 1.5 PORTABLE	H88UCF8PW6 N	\$ 2,938.00	\$ 1,762.80	\$ 29,967.60
17	ENH: APX8000XE RUGGED RADIO	QA02008AC	\$ 800.00	\$ 480.00	\$ 8,160.00
17	ADD: ADVANCED SYSTEM HARDWARE KEY	QA01648	\$ 5.00	\$ 3.00	\$ 51.00
17	ADD: P25 9600 BAUD TRUNKING	Q361	\$ 300.00	\$ 180.00	\$ 3,080.00
17	ADD: SMARTZONE OPERATION	H38	\$ 1,600.00	\$ 900.00	\$ 15,300.00
17	ADD: 3 YEAR SERVICE FROM THE START	Q58	\$ 110.00	\$ 110.00	\$ 1,870.00
17	ADD: ASTRO DIGITAL CAI	Q808	\$ 815.00	\$ 309.00	\$ 5,253.00
2	CHARGER, SINGLE UNIT, IMPRES	NNTN8860	\$ 160.00	\$ 80.00	\$ 160.00
7	CHR IMPR VEH ADAPT INT	NNTN8627A	\$ 1,400.00	\$ 840.00	\$ 8,880.00
7	TRUNION KIT	NNTN8904B	\$ 65.00	\$ 33.00	\$ 231.00
17	XE600 RSM (BLACK)	PMMN4108ABLK	\$ 560.00	\$ 330.00	\$ 5,810.00
	TOTAL			\$ -	\$ 78,882.60

Quantity	Description	Nomenclature	List price	Accounted Unit	Extended Price
10	APX 8000 ALL BAND PORT	H81TGD9PWSAN	\$ 5,777.00	\$ 3,468.20	\$ 34,882.00
10	ENH: APX8000XE RUGGED RADIO	QA02008AC	\$ 800.00	\$ 480.00	\$ 4,800.00
10	ADD: ASTRO DIGITAL CAI	Q808	\$ 815.00	\$ 309.00	\$ 3,080.00
10	ADD: SMARTZONE OPERATION	H38	\$ 1,600.00	\$ 900.00	\$ 9,000.00
10	ADD: P25 9600 BAUD TRUNKING	Q361	\$ 300.00	\$ 180.00	\$ 1,800.00
10	ADD: 3 YEAR SFS LITE	Q58	\$ 110.00	\$ 110.00	\$ 1,100.00
10	ADD: ADVANCED SYSTEM KEY	QA01648	\$ 5.00	\$ 3.00	\$ 30.00
10	DEL: UHF BAND	QA06509	\$ (800.00)	\$ (800.00)	\$ (8,000.00)
10	XE600 RSM (BLACK)	PMMN4108ABLK	\$ 650.00	\$ 343.75	\$ 3,437.50
3	6 BAY DISPLAY MUC	NNTN8844A	\$ 1,280.00	\$ 812.50	\$ 2,437.50
	TOTAL			\$ -	\$ 52,357.00

TOTAL

\$ 127,919.60



Quote #: 1002

Bill-To

Customer Name: City of Lincoln Police Department
 Customer Address: 911 Pekin Street, Lincoln IL 62566

Attention: Chief Paul Adams

Customer Number:
 Contract Number:
 Freight terms: FOB Destination
 Payment terms: Net 30 Due

Quote Date: 11/19/2018
 Effective to: 12/21/2018

Ship To:

Barbeck Communications Group
 645 S. Franklin Street Road
 Decatur IL, 62521

Sales Contact:

Name: Eric Smith
 Email: esmith@barbeck.com
 Phone: (217)853-5610

Quantity	Description	Nomenclature	List price	Discounted Unit	Extended Price
30	APX8000 700/800 MODEL 1.5 PORTABLE	H88UCF9PW8BN	\$ 2,938.00	\$ 1,782.80	\$ 52,884.00
30	ADD: ADVANCED SYSTEM KEY - HARDWARE KE	QA01648	\$ 5.00	\$ 3.00	\$ 90.00
30	ADD: P25 9600 BAUD TRUNKING	Q361	\$ 300.00	\$ 180.00	\$ 5,400.00
30	ADD: SMARTZONE OPERATION	H38	\$ 1,500.00	\$ 900.00	\$ 27,000.00
30	ADD: 3 YEAR SERVICE FROM THE START	Q58	\$ 110.00	\$ 110.00	\$ 3,300.00
30	ADD: ASTRO DIGITAL CAI	Q806	\$ 515.00	\$ 309.00	\$ 9,270.00
30	CHARGER, SINGLE UNIT, IMPRES	NNTN8880	\$ 150.00	\$ 90.00	\$ 2,700.00
22	CHR IMPR VEH ADAPT INT	NNTN8527A	\$ 1,400.00	\$ 840.00	\$ 18,480.00
22	TRUNION KIT	NNTN8904B	\$ 55.00	\$ 33.00	\$ 726.00
30	XE500 RSM	PMMN4106_BLK	\$ 550.00	\$ 330.00	\$ 9,900.00
	TOTAL			\$ -	\$ 128,760.00

City of Lincoln (Schedule B)

Compound Period: Monthly

Nominal Annual Rate: 5.200%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Lease	12/1/2018	\$ 257,669.60	1		
2 Lease Payment	12/1/2019	\$ 45,057.52	7	Annual	12/1/2025

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Lease Payment	Interest	Principal	Balance
Lease	12/1/2018				\$257,669.60
1	12/1/2019	\$ 45,057.52	\$ 13,722.82	\$ 31,334.70	\$226,334.90
2	12/1/2020	\$ 45,057.52	\$ 12,054.01	\$ 33,003.51	\$193,331.39
3	12/1/2021	\$ 45,057.52	\$ 10,296.33	\$ 34,761.19	\$158,570.20
4	12/1/2022	\$ 45,057.52	\$ 8,445.04	\$ 36,612.48	\$121,957.72
5	12/1/2023	\$ 45,057.52	\$ 6,495.15	\$ 38,562.37	\$ 83,395.35
6	12/1/2024	\$ 45,057.52	\$ 4,441.42	\$ 40,616.10	\$ 42,779.25
7	12/1/2025	\$ 45,057.52	\$ 2,278.27	\$ 42,779.25	\$
Grand Totals		\$ 315,402.64	\$ 57,733.04	\$257,669.60	

INITIAL INSURANCE REQUIREMENT: \$257,669.60

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number 24487 to that Equipment Lease Purchase Agreement number 24487 will be maintained by the City of Lincoln as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of local insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number 24487, City of Lincoln, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 24487 to that Equipment Lease Purchase Agreement number 24487. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 24487 and list any deductibles.

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. **What is the specific use of the equipment?**

2. **Why is the equipment essential to the operation of City of Lincoln?**

3. **Does the equipment replace existing equipment?**
 If so, why is the replacement being made?

4. **Is there a specific cost justification for the new equipment?**
 If yes, please attach outline of justification.

5. **What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?**

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease #24487) held on or before November _____, 2018, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between City of Lincoln (Lessee) and Motorola Solutions, Inc. (Lessor).
2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. **Adoption of Resolution.** The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
► See separate instructions.

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part II Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name City of Lincoln		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
700 Broadway Street		3 1	
6 City, town, or post office, state, and ZIP code Lincoln IL 62856		7 Date of issue 12/1/2018	
8 Name of issue Equipment Lease-Purchase Agreement 24487		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part III Type of issue (enter the issue price). See the instructions and attach schedule.		
11 Education		11
12 Health and hospital		12
13 Transportation		13
14 Public safety		14 257,669.60
15 Environment (including sewage bonds)		15
16 Housing		16
17 Utilities		17
18 Other. Describe ►		18
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>		
If obligations are BANs, check only box 19b <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	12/1/25	\$ 257,669.60	\$ 257,669.60	7 years	5.20 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)		
22 Proceeds used for accrued interest		22
23 Issue price of entire issue (enter amount from line 21, column (b))		23 257,669.60
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)		29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30 257,669.60

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	_____

PART IV Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b	Enter the final maturity date of the GIC ▶ _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool obligation ▶ _____		
c	Enter the EIN of the issuer of the master pool obligation ▶ _____		
d	Enter the name of the issuer of the master pool obligation ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box <input type="checkbox"/>		
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/>		
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box <input type="checkbox"/>		
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box <input type="checkbox"/>		
44	If the issuer has established written procedures to monitor the requirements of section 148, check box <input type="checkbox"/>		
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	Signature of issuer's authorized representative	Date	Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no.		

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 24487

Lease Schedule A No. : 24487

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 24487. See Schedule A for a detailed Equipment List.

LESSEE:

City of Lincoln

By: _____

Date: _____

Customer	City of Lincoln Police & Fire	Page 1 of 2
Cust. Number	7275AB	
Statement Date	6/1/2019	
Billing Period	6/1/2019 - 5/31/2020	
Invoice Number	430765312019	

Client Care
224-301-3386

Customer Summary

Subtotal of Current Charges 11,448.00
Current Taxes 0.00

Total Amount Due 11,448.00
Balance Due by Jul 1, 2019

Summary of Taxes

Tax	Tax Rate	Amount
-----	----------	--------

Word From MOTOROLA SOLUTIONS - STARCOM21 Network

Customer Comments

Police Radios - 25 @ \$18 and 5 @ \$10
Monthly - \$500 / Annual - \$6000

Fire Radios - 23 @ \$18 and 4 @ \$10
Monthly - \$454 / Annual - \$5448

Vendor #	
Expense Lines	02-0800-6435
Description	
Approved by	
Administrative Approval #	RJD
Date	6/10/19

Please detach at dotted line and return this portion with your payment.

Customer	City of Lincoln Police & Fire	Total Amount Due	11,448.00
Cust. Number	7275AB	Due by	Jul 1, 2019
Statement Date	6/1/2019	Amount	\$
Invoice Number	430765312019		

Please make checks payable to:

MOTOROLA SOLUTIONS - STARCOM21 Network

City of Lincoln Police & Fire
700 Broadway Street
Lincoln, IL 62656
US

MOTOROLA SOLUTIONS - STARCOM
13108 Collections Center Drive
Chicago, IL 60693
USA

C.C.# - 1036941377-0001

Customer City of Lincoln Police & Fire
 Cust. Number 7275AB
 Statement Date 6/1/2019
 Billing Period 6/1/2019 - 5/31/2020
 Invoice Number 430765312019

Client Care
 224-301-3386

Current Charges

<u>Quantity</u>	<u>Description</u>	<u>Item Cost</u>	<u>Item Total</u>
9	Specialty Use Rate - \$10/month [6/2019]	\$10.00	\$90.00
9	Specialty Use Rate - \$10/month [7/2019]	\$10.00	\$90.00
9	Specialty Use Rate - \$10/month [8/2019]	\$10.00	\$90.00
9	Specialty Use Rate - \$10/month [9/2019]	\$10.00	\$90.00
9	Specialty Use Rate - \$10/month [10/2019]	\$10.00	\$90.00
9	Specialty Use Rate - \$10/month [11/2019]	\$10.00	\$90.00
9	Specialty Use Rate - \$10/month [12/2019]	\$10.00	\$90.00
9	Specialty Use Rate - \$10/month [1/2020]	\$10.00	\$90.00
9	Specialty Use Rate - \$10/month [2/2020]	\$10.00	\$90.00
9	Specialty Use Rate - \$10/month [3/2020]	\$10.00	\$90.00
9	Specialty Use Rate - \$10/month [4/2020]	\$10.00	\$90.00
9	Specialty Use Rate - \$10/month [5/2020]	\$10.00	\$90.00
48	Limited Use Rate - \$18/month [6/2019]	\$18.00	\$864.00
48	Limited Use Rate - \$18/month [7/2019]	\$18.00	\$864.00
48	Limited Use Rate - \$18/month [8/2019]	\$18.00	\$864.00
48	Limited Use Rate - \$18/month [9/2019]	\$18.00	\$864.00
48	Limited Use Rate - \$18/month [10/2019]	\$18.00	\$864.00
48	Limited Use Rate - \$18/month [11/2019]	\$18.00	\$864.00
48	Limited Use Rate - \$18/month [12/2019]	\$18.00	\$864.00
48	Limited Use Rate - \$18/month [1/2020]	\$18.00	\$864.00
48	Limited Use Rate - \$18/month [2/2020]	\$18.00	\$864.00
48	Limited Use Rate - \$18/month [3/2020]	\$18.00	\$864.00
48	Limited Use Rate - \$18/month [4/2020]	\$18.00	\$864.00
48	Limited Use Rate - \$18/month [5/2020]	\$18.00	\$864.00
Subtotal of Current Charges			\$11,448.00

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
 500 WEST MONROE ST. 44TH FLOOR
 CHICAGO, IL 60661



OCT 15 2019

RECEIVED

ATTN: SETH GOODMAN
 CITY OF, LINCOLN
 700 BROADWAY STREET
 LINCOLN, IL 62656

Contract #	: 678-0024487-000
Date Due	: 12/01/2019
Invoice Number	: 28339
Invoice Date	: 10/07/2019
Current Charges	: .00
Total Due	: 45,057.52

FOR QUESTIONS CONCERNING THIS INVOICE CONTACT: HANNAH CLIFF (847-260-7133)

THANK YOU FOR CHOOSING MOTOROLA CREDIT CORP FOR YOUR FINANCING NEEDS

Contract No. 678-0024487-000					
Date	Description	Base Payment	Sales Use Tax	Late Charge	Contract Total
12/01/2019	ANNUAL PYMT-FIRE & POLICE LEASED RADIOS Lease Payment Future Due	45,057.52			45,057.52
678-0024487-000 Total					45,057.52

To make your payment, please refer to this invoice with your payment.

ATTN: SETH GOODMAN
 CITY OF, LINCOLN
 700 BROADWAY STREET
 LINCOLN, IL 62656

Contract #	: 678-0024487-00
Date Due	: 12/01/201
Invoice Number	: 2833
Invoice Date	: 10/07/201
Current Charges	: .0
Total Due	: 45,057.52

Remit To:

MOTOROLA SOLUTIONS CREDIT
 COMPANY LLC
 P.O. BOX 71132
 CHICAGO, IL 60694-1132



Supported Equipment -- Supported equipment inventory list is provided in Attachment Schedule A (Consult App-generated Asset Listing) or the supported equipment list below. If additional space is required, please complete a 'KMBS Site Agreement Schedule B'. KMBS will provide services on the products/models specified in Schedule A and/or B.

Device Type	Make	Model	Serial No.	Special Consideration
Color Printer	HP	M281fdw		

Customer Approval: Customer's signature below acknowledges Customer's consent to 'KMBS Standard Maintenance Terms and Conditions - Schedule A (Updated December 1, 2018)', available in hardcopy upon request or online at <https://kmbs.konicaminolta.us/MaintenanceTerms-N04D>, terms of which are incorporated into this agreement. Customer agrees to provide resources required by KMBS to fulfill the contracted services including physical space, network access and qualified personnel to assist where needed. Coverage listed on this agreement is contingent on acceptance by Konica Minolta Business Solutions U.S.A., Inc.

Comments:
 THIS CONTRACT IS FOR MAINTENANCE ON THE HP M281F6W ALL-IN-ONE PRINTER/SCANNER/FAX/COPPER + LASER COLORED CARTRIDGES REQUIRED TO OPERATE THE EQUIPMENT FOR THE CITY ADMINISTRATOR'S OFFICE @ \$35.00/MONTH FOR THREE YEARS.

Customer Approval - please sign below

Name	ELIZABETH A. DAVIS-KAVELMAN
Signature	<i>Elizabeth A. Davis-Kavelman</i>
Title	CITY ADMINISTRATOR
Date	10/25/2019

KMBS Sales Executive - please sign below		KMBS Management Approval - please sign below	
Name		Name	
Signature		Signature	
KMBS Employee ID		Title	
Date		Date	

Footnotes: 1. Please review program documentation for full details and limitations. 2. KMBS standard offering is monthly flat rate or CPP base with quarterly coverage billing where applicable. Pricing is for the first twelve months of the term. 3. Thermal/Label Printer flat rate programs are for service/support and exclude papers, labels, and thermal print heads.



Agreement Between Konica Minolta Business Solutions U.S.A., Inc. and:

Customer	City of Lincoln	Sold to ID	
Address	700 Broadway Street		
City	Lincoln	State	IL ZIP 62656
Invoice Address	700 Broadway Street		
City	Lincoln	State	IL ZIP 62656
Customer Email	ekavelman@lincolnil.gov		

Monthly Printer Pricing

Device Description	CPP Pricing	CPP Print Allowance (Volume)	Flat Rate (Price Per Device)	OneRate 2.1 (Price Per Device)	No. of Devices (Quantity)	Base Fee (Price)
Network Color				\$ 35.00	1	\$ 35.00
Network Mono						
Local Color						
Local Mono						
Thermal/Label Printer						
Thermal/Label Printer						
Thermal/Label Printer						
Scanner						
MIGR Printer						
Specialty						
Total Monthly Base Cost Upon Contract Signing						\$ 35 00

Flat rate monthly pricing will change as devices are added to the contract

For additional pricing, use separate attachment. For initial device inventory, see fleet report detail.

Agreement Effective Date	10/18/19	Term	36 Months
P.O. Number (if Required)		PO Expiration Date	

Covered Sites – KMBS will provide services on supported products at the listed sites:

Address	700 Broadway Street	Service/Supply Contact	Elizabeth Davis-Kavelman		
City	Lincoln	Subnet In		Email	ekavelman@lincolnil.gov
State	IL ZIP 62656	Subnet Out		Phone	217.732.2122
Address		Service/Supply Contact			
City		Subnet In		Email	
State	ZIP	Subnet Out		Phone	
Address		Service/Supply Contact			
City		Subnet In		Email	
State	ZIP	Subnet Out		Phone	

For larger lists of covered sites, use separate document (Excel, Word, etc.) and attach.

The following terms and conditions apply to the provision of services by Konica Minolta Business Solutions U.S.A., Inc. (KMBS) to the Customer during the term of this Agreement.

Equipment Services

100. Service Coverage Hours: Standard services under this Agreement are provided during normal business hours 8am-5pm, Monday through Friday, exclusive of core National holidays observed by KMBS.

101. Extended Coverage Services: Extended coverage services outside of standard coverage hours may be available on a per-event charge or fixed monthly premium.

102. Equipment Services: Equipment services provided under this Agreement include labor and parts required to maintain covered Equipment in a normal operating condition as set forth in the equipment specifications detailed on <http://kmbs.konicaminolta.us>.

103. Equipment Exchange: Equipment exchange will be used for Equipment where on-site support is not available. KMBS will employ a 'hot swap' process and will provide packaging for return of the original unit. Customer is responsible to facilitate the reconnection and return process.

104. Preventative Maintenance: Preventive maintenance shall be performed as needed to ensure optimal operation of Equipment. This includes component replacement, adjustments and cleaning. End-user maintenance as defined in the Equipment's user guide is not covered.

105. Disclaimer: Repairs and/or services that fall outside the scope of this Agreement may be billed at prevailing hourly rates with prior authorization. This includes but is not limited to abuse/misuse, alteration or modification, 3rd party interference, use of non-standard supplies, usage beyond recommended operating parameters, theft, neglect, fire, water, casualty or other natural force. Failure to authorize repair and/or services may result in suspension or termination of this Agreement.

106. Site Environment: Customer shall be responsible to ensure that Equipment is placed in a location that meets manufacturer's requirements (available on the KMBS website) including space, power, network, temperature and humidity. Electrical power must meet voltage, amperage and electrical noise level requirements. KMBS personnel will be granted reasonable and safe access to perform services when required.

107. Prerequisite to service: For Equipment not previously under a continuous maintenance agreement, KMBS may need to confirm the Equipment is in good working condition before the start of this Agreement. Remedial service may be required to bring the Equipment to proper operating standards and the labor and parts associated will be billed at prevailing rates. A quote will be provided for Customer approval before work begins.

108. Relocation and Move Preparation: When requested, relocation services will be performed and billed at prevailing rates. Coverage at the new location is subject to service availability and acceptance by KMBS.

109. Initial Installation: Physical installation, removal of packing material and initial setup of Equipment will be performed by KMBS

using default configuration settings at the location specified by Customer. Application of custom settings can be requested prior to installation. KMBS reserves the right to assess additional charges depending upon the extent of custom setup requirements.

110. Service Replacement: KMBS reserves the right to replace a device, at no additional cost to Customer, with a comparable unit when repair of the original device is not practical or economically feasible.

111. Color Calibration and Management: Routine and periodic color calibration and management of production color print profiles is not covered by this Agreement.

112. Additional Customer Requested Services: Customer may request services be performed that are outside the scope of this Agreement. Such services will be quoted and performed at agreed rates.

Supplies and Consumables

200. Consumable Supplies: If a supplies inclusive option is selected, KMBS will provide toner for covered Equipment on an as needed basis. Consumable supplies do not include staples (unless selected) or paper. Wide format equipment may have other coverage options and/or exclusions. The consumable supplies provided are the property of KMBS until they are consumed and are intended to be used exclusively in the covered Equipment. Customer bears the risk of loss of unused supplies in the event of theft, employee misconduct, fire or other mishap.

201. Expected Yield: Pricing under this Agreement is based on published and commercially reasonable expectations of supply and consumables consumption. At its discretion, KMBS may perform an audit of supply/consumables consumption and Equipment usage data to determine consumption levels. In the event the actual consumption levels exceed the levels used to determine contract pricing by more than 20%, KMBS shall have the right to invoice for the excess consumption.

202. Supply Source: Genuine Konica Minolta supplies will be used under this Agreement for Konica Minolta Equipment. For non-Konica Minolta products KMBS will provide fully compatible toner and print cartridges for use in covered Equipment.

203. Supply shipping and handling: KMBS may charge a supply shipping and handling fee on each periodic invoice regardless of whether supplies are shipped in any particular period. This is done to average out the total estimated supply shipping and handling fees over the duration of this contract. The current calculation for such fees can be found at <http://kmbs.konicaminolta.us/faqs>. KMBS reserves the right to charge for expedited supply orders (i.e. overnight delivery) where requested by Customer.

204. Auto Supply Delivery: If services are provided as part of a managed services agreement, KMBS requires a designated Customer contact(s) to confirm supply shipments via email and maintain delivery address information via MyKMBS.com or other agreed methodology.

Software and Solutions

300. Licenses: KMBS hereby grants the Customer the non-exclusive, non-transferable right to install, and use the software,

updates, upgrades and patches included in this Agreement, provided the Agreement is in effect.

301. License Reactivation: Customer is responsible to safeguard software license keys. KMBS may charge a reactivation fee in the event license keys need to be regenerated.

302. Site Environment: Customer shall be responsible to insure that software is installed in an environment that meets manufacturer's requirements including operation system level, disk space, power, network, temperature and humidity.

303. Data Backups and restoration: Customer is responsible to manage server data backups. KMBS recommends adherence to industry best practices for backup procedures. In the event of a catastrophic data loss, the Customer is expected to restore the environment and data to prior state.

304. Access: Customer shall provide KMBS personnel with access to the servers and/or Equipment where the software is installed. Customer shall arrange and ensure that one of its employees or designated agents are present at all times when KMBS is performing maintenance and support services.

305. Solutions warranty: KMBS makes no warranty regarding the fitness of software that may or may not have been executed in conjunction with this Agreement for any particular use. If any 3rd party software or services are included at the time of sale, those warranties would be covered under the 3rd party end user license agreement or the master agreement between the 3rd party and KMBS.

306. Solution Integration: Solution integration with print output devices covered under this or another agreement may be affected by existing Customer software, configuration changes or other network environment issues. KMBS reserves the right to assess additional charges to resolve complex integration issues, including situations where the solution was initially provided by KMBS.

307. Term: Coverage for both level 0 (Software maintenance) and level 1 (Helpdesk support) begin at time of installation of software at Customer's location. Level 1 support is only available when level 0 supports are in effect.

Software Maintenance (Level 0) and Helpdesk (Level 1)

400. Software Maintenance (Level 0): If this option is selected, the Customer is entitled support as defined in the 'Patches and Updates' sections.

401. Patches and Updates: Customer is eligible to receive periodic maintenance patches, hot-fixes and updates for licensed software covered under maintenance. Excluded are full version upgrades (i.e. v1.2 to v2.0) and the installation services required to install patches, hot-fixes and updates.

402. Access to patches and updates: Customer will be provided access to a website operated by KMBS or 3rd party supplier where patches and updates are accessible for download.

403. Start of service: Start of service rules may vary by OEM, software activation is expected within 30 days of purchase or install whichever comes first.

404. Current version: Customer is required to keep software and OS at the latest recommended version levels. Failure to perform recommended updates may result in suspension and/or termination of services under this Agreement.

405. Solutions Helpdesk Support (Level 1): If this option is selected, expert helpdesk support is available to the Customer to assist with covered software solutions including, PageScope Enterprise, Print Groove, Dispatcher Pro and select 3rd party solutions. Included are helpdesk services related to end-user support, baseline workflows, features and administrative functions involved in the operation of the software and workflows. Customer participation is required for remote and/or on-site support.

Professional Services, Solutions and Network

500. Initial Assessment: Customer agrees to provide or assist in gathering network configuration details needed by KMBS to perform contracted services.

501. Basic Network Services (BNS): BNS, where offered, covers common network integration in a MS Windows™ centric environment with typical network schema and print/scanning requirements. KMBS reserves the right to assess additional fees depending on the extent of the network integration requirements needed.

502. Technical Pilot: When required Customer agrees to participate in a technical pilot where software installation, configuration, use cases and integration requirements are determined. Customer also agrees to participate in testing of the system(s).

503. Solution Baseline: Solution baseline is defined as the operating level and configurations agreed to by Customer and KMBS upon completion of the technical pilot and testing.

504. Enhancements: Enhancements and professional services beyond the baseline capabilities of the solution are available at an additional charge.

505. Digital Connected Support: Unless this option has been declined, expert helpdesk support is available to the Customer to assist with issues associated with device connectivity to network, printing from desktop applications, graphics application, scanning and support on many other digital machine functions. Configuration updates that are the result of changes to the Customer network environment are not included.

506. Customer Data: KMBS shall not be liable for any claims, damages and cost relating to loss of data or disclosure of data due to acts or omissions of Customer or its employees, end-user errors or release of administrator password.

507. Hard Drive Security: If 'bizhub SECURE' or a comparable option has been ordered, KMBS will provide advanced security services. These services include real-time, hard-drive encryption (level 2 encryption – comparable to Department of Defense standards and US Air Force standards) and document data security through disk over-write as well as user mailbox data deletion, HDD encryption, HDD lock and administrative password (according to Customer policy).

508. Professional Services Projects: When requested by the Customer, KMBS can provide professional services associated with the enhancement of the Customer's printing, network connectivity, end of life hard drive disposal, fleet management, user experience, production management, job tracking and document environment. Such projects will be quoted and upon approval, performed and billed at prevailing hourly or per-instance rates.

509. Basic Production Services (BPS): Complex products are offered with comprehensive end-user training (BPS). The training is crucial to proper equipment operation and to ensure the Customer achieves satisfactory output. Service related to operator deficiency will be performed and billed at prevailing rates. Additional end user training when requested can be provided and will be billed at prevailing rates.

Meter and related

600. Meter Readings: Customer agrees to provide KMBS with a timely meter reading prior to the end of the billing period to be used to generate maintenance invoices. Should the Customer fail to provide KMBS with timely meter reads KMBS reserves the right to estimate meter readings. Repetitive failure of Customer to provide timely and accurate meter readings may result in the conversion of associated Equipment to flat monthly fee billing.

601. Definition of a Print: Each 8.5"x11" image generated by the covered Equipment is considered a 'print'. Larger paper sizes result in images that are a multiple of a single print based on length (17"=2 prints, 27" = 3 prints, 36" = 4 prints and over 36" =5 prints). For 'wide format' equipment, one square foot of output equals one print. Duplex images count as twice the rate of simplex prints.

602. Electronic Meter Collection: KMBS offers vCare and other network based machine data collection methods for Customer convenience, billing accuracy and to enhance service effectiveness. Unless specifically directed otherwise, KMBS will enable vCare or network monitoring on capable Equipment. Should Customer opt-out of utilizing vCARE, KMBS reserves the right to assess an incremental invoicing fee not to exceed twenty-five dollars (\$25) per invoice

603. Fleet Device Monitoring: If the Customer agrees to allow KMBS to install and maintain server based software to monitor the printing devices on the Customer network, and the monitoring software cannot reliably operate in the Customer's environment for any reason, KMBS reserves the right to suspend or terminate services under this Agreement.

Renewal and Maintenance

700. Automatic renewal: At the end of the initial term of this Agreement, coverage will be extended for an additional one year term at then prevailing rates, unless either party has provided notice pursuant to 'Termination' clause below.

701. Customer Price Protection: At the end of the first year of this Agreement and once each successive 12-month period during the initial term, KMBS may increase the maintenance base and usage charges. The annual increase in the maintenance and base usage charges will not exceed 10%.

702. Aggregate Meter Billing: Increases in the maintenance and base usage charges for contracts with aggregate meter billing will

occur at the annual anniversary of the initial establishment of the usage pool.

703. Auto Add of Equipment: Where the use of 'Fleet Device Monitoring' as part of a managed print program has been agreed to, it will be used to detect new devices and add such devices to this Agreement at pre-established price levels. The added device(s) will be covered under the terms of this Agreement. The Customer will be notified via email and may reject the addition of the device(s) by contacting KMBS.

Payment and Termination

800. Terms of Payments: Payments are due 30 days from the invoice date. Customer shall be responsible to pay all applicable sales, use, personal property or other taxes when due. NO CASH PAYMENTS ACCEPTED. Accepted manners of payment are by major credit card, check made payable to KMBS, or ACH transfer.

801. Remedies and Collection: Accounts that are past due are subject to a suspension of services and may be subject to a monthly late fee based on 1.5% of the total amount due and reasonable recovery of costs associated with collections.

802. Default: Should Customer violate any aspect of this Agreement including payment obligations, or in the event Customer is insolvent and/or declares bankruptcy, KMBS may suspend or terminate any or all portions of this Agreement and may enter the Customer's premises to recover property or equipment owned by KMBS.

803. Termination: During the term of this Agreement or any renewal thereof, the Customer or KMBS may provide the other party 30-day written notice of cancellation or intention not to renew with or without cause. If the Customer terminates within the initial term, the Customer will be subject to termination charges per paragraph 804.

804. Early Termination: In the event Customer terminates this Agreement during the initial term or KMBS terminates due to material breach by the Customer, the Customer will be responsible to pay liquidated damages equal to 3 months billing based on the prior actual billing over the last 12 months.

General Legal

900. Business Purpose: Customer warrants and represents that the Equipment under this Agreement will be used for business purposes and not for personal, household or family purposes or other uses deemed illegal of infringing on the copyrights of others. Customer also warrants Equipment will be used directly by the Customer and will not be made available for resale without the express written consent of KMBS.

901. Assignment: Customer may not assign this Agreement without KMBS's express written consent. KMBS may assign, without notice to Customer, any of its rights under this Agreement.

902. Notices: All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS at Konica Minolta Business Solutions U.S.A., Inc., 100 Williams Dr., Ramsey, NJ 07446, Attention: Contracts Department.

903. WARRANTY: KMBS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE EQUIPMENT. KMBS MAKES NO OTHER WARRANTIES WHATSOEVER EXPRESS OR IMPLIED WITH REGARD TO THE SERVICE, THE SOFTWARE INCLUDED WITH THE EQUIPMENT OR ITS INSTALLATION, OR MAINTENANCE, AND EXPRESSLY DISCLAIMS AND CUSTOMER WAIVES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

904. LIMITATIONS ON RECOVERY: CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND, LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES RESERVE THE RIGHT TO RECOVER CONTRACT DAMAGES ALLOWED VIA THIS AGREEMENT. KMBS'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO DAMAGES ON THE COST OF ALTERNATE MAINTENANCE SERVICES AND/OR CONSUMABLES PURCHASED BY THE CUSTOMER. THE PARTIES AGREE ANY CLAIM MUST BE BROUGHT WITHIN ONE YEAR AFTER THE ALLEGED DAMAGES ARE INCURRED.

905. Applicable Law: This Agreement shall be governed by the laws of the State of New Jersey without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the federal or state courts in the State of New Jersey, consents to jurisdiction in that forum and waives the right to jury trial.

906. Force Majeure: Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, labor dispute, or any other occurrence beyond its reasonable control.

907. Waiver and Severability: Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the party's right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.

908. Original Document: This Agreement may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original. The parties agree (a) that facsimile or

electronic signature shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. In any legal proceeding relating to this Agreement, the parties waive their right to raise any defense based on the execution of this Agreement in counterparts; or the delivery of such executed counterparts by copy, facsimile, or electronic delivery; or KMBS's acceptance of orders electronically.

909. Entire Agreement: This is the entire agreement between Customer and KMBS on the subject matter hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of this Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer.

910. Sellers Agent: Customer is advised no employee, representative or agent of KMBS has authority to bind KMBS to commitments not specifically set forth in this agreement.

911. Modification of Original Terms and Conditions: Any mutually agreed modifications are to be specified in the comments of the contract or by a duly executed amendment to this Agreement.

912. Indemnification: Customer shall bear all risk of theft, loss, or damage not caused by KMBS employees or agents, to all Equipment delivered and accepted under this Agreement. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of KMBS's gross negligence or willful misconduct.