

CITY OF LINCOLN
REGULAR CITY COUNCIL MEETING
AGENDA
FEBRUARY 7, 2022
7:00 PM

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Public Participation**
5. **Swearing in of Officers** New Police Officer Jared Kink/Patrolman
Tim Butterfield/Corporal
Chris Reed/Corporal

6. **Consent Agenda By Omnibus Vote**

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

- A. Payment of Bills
 - B. Approval of minutes December 20, 2021 Regular City Council Meeting, December 28, 2021 Committee of the Whole Meeting, January 3, 2022 Regular City Council Meeting, January 11, 2022 Committee of the Whole Meeting.
7. **Ordinances and Resolutions.**
- A. Ordinance Increasing the Video Gaming Terminal Fees from \$25.00 to \$250.00 per terminal.
 - B. Ordinance Amending Ordinance 2019-900 Increasing the Loan Amount Requested for the Union Street Pump Station Project.
8. **Bids**
9. **Reports**
10. **New Business/Communications**
- A. Approval of the use of \$40,000.00 of ARPA Funds per year for three (3) years for the support of the following events: Balloons over Route 66 = \$15,000.00; Up In Smoke = \$15,000.00 and Logan County Professionals Network = \$10,000.00.
 - B. Approval of Agreement for Vehicle Towing Services for the City of Lincoln and the County of Logan.
11. **Announcements**
12. **Possible Executive Session**
13. **Adjournment**

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

REGULAR CITY COUNCIL MEETING

Lincoln City Hall, Council Chambers
700 Broadway Street | Lincoln, Illinois

Monday, December 20, 2021

The Regular Meeting of the City Council of Lincoln was called to order by Mayor Welch at 7:08pm, with proper notice given. City Clerk Peggy Bateman called roll.

Present:

Alderman Greg Miller, Ward 1
Alderman Steve Parrott, Ward 1
Alderman Tony Zurkammer, Ward 2
Alderman Sam Downs, Ward 2
Alderman Kevin Bateman, Ward 3
Alderwoman Wanda Lee Rohlfs, Ward 3
Alderman Rick Hoefle, Ward 4
Alderwoman Kathy Horn, Ward 4

Staff Present:

Peggy Bateman, City Clerk
Chuck Conzo, City Treasurer
John Hoblit, City Attorney
Matt Vlahovich, Police Chief
Darren Coffey, Assist Fire Chief

Remotely:

Walt Landers, Streets Superintendent
Wes Woodhall, Building and Safety Officer
Andrew Bowns, Veolia Water, Project Manager

Absent:

Bob Dunovsky, Fire Chief

Presiding:

Tracy Welch, Mayor

Public Comment:

There was no one present or on the phone for public comment.

Consent Agenda by Omnibus Vote:

A. Payment of Bills

Alderman Bateman made the motion to approve, Alderwoman Rohlfs seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called roll.

Yeas: (8) Alderman Steve Parrott, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Greg Miller, Alderman Tony Zurkammer

Nays: (0)

Abstain: (0)

Absent: (0)

Mayor Welch moved to other items on the agenda.

Ordinances and Resolutions

A. Ordinance 2021-962 for the Levying of Taxes for F.Y. 2021-2022.

Alderman Rohlfs made the motion to approve, Alderman Horn seconded. Mayor Welch called for discussion.

Treasurer Conzo stated that the increase in taxes is \$180.00 or 0.0001%

City Clerk Bateman called the roll.

Yeas: (6) Alderman Steve Parrott, Alderman Sam Downs, Alderman Wanda Lee Rohlfs, Alderman Kathy Horn, Alderman Greg Miller, Alderman Tony Zurkammer

Nays: (2) Alderman Kevin Bateman, Alderman Rick Hoefle

Abstain: (0)

Absent: (0)

B. Resolution 2021-443 Abating Property Tax for \$2,285,000.00 G.O. Bonds (Alt. Revenue Source), Series 2014 for tax year 2021

Alderman Miller made the motion to approve, Alderman Downs seconded. Mayor Welch called for discussion.

Treasurer Conzo reiterated what he shared in last week's COW. This Bond is for the TIF Bond. Alderman Rick Hoefle asked if the city ever generated enough money to pay the bond payment, Mayor Welch stated he believed the City never had. Treasurer Conzo said \$30,000 - \$40,000 has had to be transferred to make the payments.

There being no other discussion, City Clerk Bateman called roll.

Yeas: (8) Alderman Steve Parrott, Alderman Sam Downs, Alderman Rick Hoefle, Alderman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderman Kathy Horn, Alderman Greg Miller, Alderman Tony Zurkammer

Nays: (0)

Abstain: (0)

Absent: (0)

C. Resolution 2021-444 Abating Property Tax for \$3,270,000.00 G.O. Bonds (Alt. Revenue Source), Series 2018 for tax year 2021.

Alderman Hoefle made the motion to approve, Alderman Downs seconded. Mayor Welch called for discussion.

This bond is for the new police station. The annual payment is \$286,375.00.

There being no other discussion, City Clerk Bateman called roll.

Yeas: (8) Alderman Steve Parrott, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlf, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Greg Miller, Alderman Tony Zurkammer

Nays: (0)

Abstain: (0)

Absent: (0)

D. Resolution 2021-445 Abating Property Tax for \$5,285,000.00 G.O. Bonds (Alt. Revenue Source), Series 2014 for tax year 2021.

Alderman Hoefle made the motion to approve, Alderman Downs seconded. Mayor Welch called for discussion.

This is for the Sewer Plant Improvement. Annual payment for this bond is approx. \$628,175.00

There being no other discussion, City Clerk Bateman called roll.

Yeas: (8) Alderman Steve Parrott, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlf, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Greg Miller, Alderman Tony Zurkammer

Nays: (0)

Abstain: (0)

Absent: (0)

E. Resolution 2021-446 Adopting Amendment No. 2 to the Budget Resolution for F.Y. 2021-2022.

This is to transfer \$71,130.00 from the American Rescue Fund to the General Fund, specifically to the line for Fire and Police Pensions. Also, a transfer of \$234,656.00 from Sewer Construction Collection to Sewer Construction Vehicles for the purchase of the new Street Sweeper. Treasurer Conzo stated that the line number was incorrect in the ordinance and resolution, it should be #50-7400-7850.

Alderman Bateman made the motion to amend the line number from 50-7200-7850 to 50-7400-7850, Alderman Downs seconded. There being no other discussion, City Clerk Bateman called roll on the amendment.

Yeas: (8) Alderman Steve Parrott, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlf, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Greg Miller, Alderman Tony Zurkammer

Nays: (0)

Abstain: (0)

Absent: (0)

Alderman Bateman made the motion to approve the agenda item as amended, Alderman Hoefle seconded. City Clerk Bateman called roll on the amended item.

Yeas: (8) Alderman Steve Parrott, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlf, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Greg Miller, Alderman Tony Zurkammer

Nays: (0)

Abstain: (0)

Absent: (0)

F. Ordinance 2021-963 Adopting Amendment No. 2 Amending the Appropriations Ordinance for F.Y. 2021-2022.

Alderman Downs made the motion to approve, Alderman Miller seconded. Mayor Welch called for discussion.

Alderman Bateman made the motion to amend the line number from 50-7200-7850 to 50-7400-7850, Alderman Hoefle seconded. There being no other discussion, City Clerk Bateman called roll on the amendment.

Yeas: (8) Alderman Steve Parrott, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Greg Miller, Alderman Tony Zurkammer

Nays: (0)

Abstain: (0)

Absent: (0)

City Clerk called roll on the item as amended.

Yeas: (8) Alderman Steve Parrott, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Greg Miller, Alderman Tony Zurkammer

Nays: (0)

Abstain: (0)

Absent: (0)

G. Ordinance 2021-964 Amending Sec.1-27-3 (A) of the City Code-Tenure of Office of Administrative Assistant.

Alderman Hoefle made the motion to approve, Alderman Zurkammer seconded. There being no discussion, City Clerk Bateman called the roll.

Yeas: (8) Alderman Steve Parrott, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Greg Miller, Alderman Tony Zurkammer

Nays: (0)

Abstain: (0)

Absent: (0)

Mayor Welch moved on to other items on the agenda.

Reports

A. City Treasurer's Report for November, 2021

Investment page is down from last month due to the stock markets

Significant increase in the Municipal Sales Tax, Non Home rule sales tax and Use tax due to inflation.

Income tax is up with more people back to work

Motor Fuel Tax is down from the previous months due to the higher cost of gas resulting in people not driving as much

Video gaming tax has leveled off around \$37,000

B. City Clerks Report for November, 2021

\$404,215.10 was received in sewer payments for the month of November. \$20,471.12 was received from the prisons.

C. Department Head Reports for November, 2021

These reports are either on file or will be soon.

Mayor Welch moved to other items on the agenda.

New Business/Communications:

A. Approval of Pay Application No. 9 (Final) from L. Keeley Construction for Union Street Pump Station Construction in an amount not to exceed \$214,268.20.

Alderman Bateman made the motion to approve, Alderwoman Horn seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called the roll.

Yeas: (8) Alderman Greg Miller, Alderman Steve Parrott, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlf, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Tony Zurkammer

Nays: (0)

Abstain: (0)

Absent: (0)

B. Approval of purchase of New Street Sweeper in an amount not to exceed \$280,343.00 by an expenditure of \$45,687.00 from the Equipment Rental Fund and an expenditure of \$234,656.00 from the Sewer O&M Fund.

Alderman Downs made the motion to approve, Alderwoman Horn seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called the roll.

Yeas: (8) Alderman Greg Miller, Alderman Steve Parrott, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlf, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Tony Zurkammer

Nays: (0)

Abstain: (0)

Absent: (0)

C. Approval of the purchase of new lab equipment for the Waste Water Treatment Plant in an amount not to exceed \$28,847.06.

Alderman Bateman made the motion to approve, Alderman Zurkammer seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called the roll.

Yeas: (8) Alderman Greg Miller, Alderman Steve Parrott, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlf, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Tony Zurkammer

Nays: (0)

Abstain: (0)

Absent: (0)

D. Approval of renewal of the contract between Bird Scooter and the City of Lincoln for 2022.

Alderman Downs made the motion to approve, Alderman Bateman seconded. Mayor Welch called for discussion.

The city has been added to Bird's liability insurance as an additional insured on their policy.

Alderwoman Rohlfs stated she will be voting no on behalf of her constituents.

Alderman Miller stated he will be voting no due to it not being fair that no other business is asked to add the city to their liability insurance. He also stated that should another scooter business come in to Lincoln, they would only need to get a permit under the ordinance not enter into an agreement/contract with the City. Alderman Hoefle agreed.

Yeas: (4) Alderman Steve Parrott, Alderman Sam Downs, Alderman Kevin Bateman, Alderman Tony Zurkammer

Nays: (4) Alderwoman Wanda Rohlfs, Alderman Greg Miller, Alderman Rich Hoefle, Alderwoman Kathy Horn

Abstain: (0)

Absent: (0)

With the vote being tied 4-4, Mayor Welch voted yea and the item passed 5-4.

E. Approval of contract between Notto Technology & Consulting, LLC and the City of Lincoln for Information Technology Maintenance through April 30, 2022 at a cost of \$10,000.00 and rate of \$120.00 per hour for additional services outside the scope of contract.

Alderman Hoefle made the motion to approve, Alderman Parrott seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called the roll.

Yeas: (8) Alderman Greg Miller, Alderman Steve Parrott, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Tony Zurkammer

Nays: (0)

Abstain: (0)

Absent: (0)

F. Approval of the purchase of VFD #3 Replacement and Phase Monitoring Equipment for the Water Waste Treatment Plant from BEA Britton Electronics and Automation, Inc. in an amount not to exceed \$48,587.00.

Alderwoman Rohlfs made the motion to approve, Alderman Zurkammer seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called the roll.

Yeas: (8) Alderman Steve Parrott, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Greg Miller, Alderman Tony Zurkammer

Nays: (0)

Abstain: (0)

Absent: (0)

Mayor Welch moved to other items on the agenda.

Announcements:

- It was brought to Alderman Bateman's attention that the wording in the trash ordinance needs to be amended to state that the property owner is only responsible for basic trash/recycling service. Any additional bulk pickup items or totes are at the expense of the renter. City Attorney Hoblit will work on a draft and when ready, it will be brought back to the next COW.
-

Adjournment:

There being no further discussion to come before the City Council of Lincoln, Alderman Hoefle motioned to adjourn, seconded by Alderman Zurkammer. Mayor Welch adjourned the meeting at 7:59p.m.

Respectfully Submitted By:

Charity Hutchison, Recording Secretary

COMMITTEE OF THE WHOLE MEETING

Lincoln City Hall, Council Chambers
700 Broadway Street | Lincoln, Illinois

Tuesday, December 28, 2021

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

Present:

Alderman Greg Miller, Ward 1
Alderman Steve Parrott, Ward 1
Alderman Tony Zurkammer, Ward 2
Alderman Sam Downs, Ward 2
Alderman Kevin Bateman, Ward 3
Alderwoman Wanda Rohlf, Ward 3
Alderwoman Kathy Horn, Ward 4
Alderman Rick Hoefle, Ward 4

Present:

Peggy Bateman, City Clerk
Chuck Conzo, City Treasurer
John Hoblit, City Attorney
Joseph Meister, Deputy Police Chief
Ben Roland, Assist Fire Chief
Andrew Bowns, Veolia Water, Project Manager
Walt Landers, Streets Superintendent

Remotely:

Wes Woodhall, Building and Safety Officer

Absent:

Bob Dunovsky, Fire Chief
Matt Vlahovich, Police Chief

Presiding:

Mayor Tracy Welch

Public Participation:

There was no one present to speak for public participation.

Alice Roate Executive Director of Logan County Tourism - 4th Quarter Report, Funding Agreement between City of Lincoln and Logan County Tourism Bureau.

4th Quarter Report

Financials - \$53,710.58 was received in the 4th Qtr. and is up 87% from last year.

165 people come into the Tourism Bureau, 51 of those had Route 66 passports

Christmas Parade was a success

An Administrative Assistant was recently hired and completed her third week.

Funding Agreement for 2022 - No changes from the 2021 agreement

Pay application #16 from Plocher Construction Company in the amount of \$336,272.45 for Lincoln CSO Project.

This item will be placed on the regular agenda.

Pay application #17 from Plocher Construction Company in the amount of \$227,725.45 for Lincoln CSO Project.

There are 5 open pays apps, including the two on tonight's agenda. Mr. Andrews feels the 90% threshold of the project will be met after these payments however the City should not expect to start paying on loans until closer to the end of this fiscal year.

This item will be placed on the regular agenda.

YouTube was skipping, some information may have been missed.

Hiring of replacement Police Officers

There are currently 2 vacant positions, Retired Chief Paul Adams and Retired Detective Sergeant James Rehmann. One of those positions has already been approved by the Council to fill. Corporal Kitner is looking to retire in a couple months. The department is also expecting to lose another experienced officer to another agency. Deputy Chief Meister stated that with the way things are now in law enforcement, the department could always lose other officers that are getting out of the profession. They would like to get out ahead of these changes and have approval to hire so that when qualified candidates become available, the department can act quickly, and offer them a position and not risk losing them to another agency. The department has saved \$139,087.00 (and climbing) as of last pay period, due to several officers retiring or taking positions elsewhere. Looking ahead into Aug 2022, the department will be hiring another officer that will be fully paid for by CEL and WLB school districts. The department is asking for a total of four officers plus the one that was previously approved.

This item will be placed on the regular agenda.

YouTube was skipping, some information may have been missed.

Ordinance amending 5-1-4-2 of the Lincoln City Code allowing the appointment of temporary Fire Inspectors.

This amendment is for the instance that a fire inspector is deployed (which is the current case) or injured, that there is authority to appoint a temporary fire inspector.

This item will be placed on the regular agenda.

Ordinance Amending 7-16-2 of the Lincoln City Code stating Landlords are only responsible for basic trash service.

The landlord will be responsible for basic trash/recycle service only. Should the tenant have a bulk item pickup or request extra totes, they are responsible for that.

This item will be placed on the regular agenda.

Ordinance Annexing Certain Real Estate to the City of Lincoln, Logan County, Illinois.

This county parcel was swapped with a parcel that the City of Lincoln owned. The use of this parcel is to install solar panels for the Sewer Plant. Both of these parcels were farmland and not uninhabited. This parcel is at the end of S. Kickapoo St near the Sewer plant. Now that the City owns this parcel, it will need to be annexed into the City of Lincoln.

This item will be placed on the regular agenda.

Revised Request to Permit

Alderman Bateman brought this item to the Council for discussion. In some recent cases, there have

been last minute requests to permit city property for an event. Currently, the process for these requests take 2-4 weeks for approval from the Council. The item must go on the COW agenda for discussion then placed on the regular agenda of a voting meeting for a vote. This revised application will have a 4 day turnaround and will only apply to smaller events, such as blocking 1-2 parking spaces. It will get to the pertinent people for review and approval. Larger events, that involve closing down multiple streets, will need to the 2-4 weeks for approval. Proof of insurance will still be required.

There was concern from several members of the council of what criteria made an event a small vs large event. Street Superintendent Landers would not want events that closed intersections or interrupted the flow of traffic to be considered without Council approval. Alderman Hoelfe and Alderman Parrott would rather the council approve these permits, and not give their vote up. City Attorney Hoblit felt research needed to be done to see if this was even legally possible due to an ordinance that is already in place.

Mayor Welch asked Alderman Bateman to work with City Attorney Hoblit on this item and to bring it back to the next COW.

Announcements:

- Alderman Miller approached Mayor Welch after the recent meeting where the council voted on an agreement with Bird Scooters. Alderman Miller says it isn't fair that we make Bird have an agreement with the City when the City doesn't require that from other businesses. Mayor Welch spoke with City Attorney Hoblit regarding this. There will be research done and the item may be brought back to the council to rescind the vote. Alderman Bateman is concerned that if the council rescinds the vote leading to removing the agreement, the City will give up the parameters for scooter speeds and geo fencing.

Executive Session | 2 (C) (11) Litigation:

There being no further announcements to come before the council, Alderman Downs made a motion to move into Executive Session, seconded by Alderman Miller. City Clerk Bateman called the roll.

Present:

Alderman Greg Miller, Ward 1
Alderman Steve Parrott, Ward 1
Alderman Tony Zurkammer, Ward 2
Alderman Sam Downs, Ward 2
Alderman Kevin Bateman, Ward 3
Alderwoman Wanda Rohlf, Ward 3
Alderwoman Kathy Horn, Ward 4
Alderman Rick Hoelfe, Ward 4

Yeas: (8) Alderman Greg Miller, Alderman Sam Downs, Alderwoman Wanda Rohlf, Alderman Kevin Bateman, Alderman Rick Hoelfe, Alderwoman Kathy Horn, Alderman Steve Parrott, Alderman Tony Zurkammer

Nays: (0)

Abstain: (0)

Absent: (0)

The council recessed from the meeting at 8:26 pm in order to enter into Executive Session. Mayor Welch announced there would be no further city business conducted upon reconvening.

Return from Executive Session:

The council reconvened from Executive Session at 9:44 pm in order to reconvene the Committee of the Whole meeting. Roll call was taken.

Present:

Alderman Greg Miller, Ward 1
Alderman Steve Parrott, Ward 1
Alderman Tony Zurkammer, Ward 2
Alderman Sam Downs, Ward 2
Alderman Kevin Bateman, Ward 3
Alderwoman Wanda Rohlfs, Ward 3
Alderwoman Kathy Horn, Ward 4
Alderman Rick Hoelfe, Ward 4

Adjournment:

There being no further discussion to come before the City Council of Lincoln, Alderman Bateman motioned to adjourn, seconded by Alderman Hoelfe. All were in favor. Mayor Welch adjourned the meeting at 9:45 p.m.

Respectfully Submitted By:

Charity Hutchison, Recording Secretary

REGULAR CITY COUNCIL MEETING

Lincoln City Hall, Council Chambers
700 Broadway Street | Lincoln, Illinois

Monday, January 3, 2022

The Regular Meeting of the City Council of Lincoln was called to order by Mayor Welch at 7:00pm, with proper notice given. City Clerk Peggy Bateman called roll.

Present:

Alderman Greg Miller, Ward 1
Alderman Steve Parrott, Ward 1
Alderman Tony Zurkammer, Ward 2
Alderman Sam Downs, Ward 2
Alderman Kevin Bateman, Ward 3
Alderman Rick Hoefle, Ward 4
Alderwoman Kathy Horn, Ward 4

Staff Present:

Peggy Bateman, City Clerk
Chuck Conzo, City Treasurer
John Hoblit, City Attorney
Matt Vlahovich, Police Chief
Ben Roland, Assist Fire Chief

Remotely:

Alderwoman Wanda Lee Rohlf, Ward 3 (logged in and unmuted at item 6C)
Walt Landers, Streets Superintendent
Wes Woodhall, Building and Safety Officer
Andrew Bowns, Veolia Water, Project Manager

Absent:

Bob Dunovsky, Fire Chief

Presiding:

Tracy Welch, Mayor

Public Comment:

There was no one present or on the phone for public comment.

Consent Agenda by Omnibus Vote:

A. Payment of Bills

Alderman Downs made the motion to approve, Alderman Bateman seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called roll.

Yeas: (7) Alderman Steve Parrott, Alderman Sam Downs, Alderman Rick Hoefle, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Greg Miller, Alderman Tony Zurkammer

Nays: (0)

Abstain: (0)

Absent: (1) Alderwoman Wanda Lee Rohlfis

Mayor Welch moved to other items on the agenda.

Ordinances and Resolutions

A. Ordinance 2022-965 Amending Section 5-1-4-2 of the City Code allowing the appointment of Temporary Fire Inspectors.

Alderman Parrott made the motion to approve, Alderwoman Horn seconded. There being no discussion, City Clerk Bateman called the roll.

Yeas: (7) Alderman Steve Parrott, Alderman Sam Downs, Alderman Rick Hoefle, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Greg Miller, Alderman Tony Zurkammer

Nays: (0)

Abstain: (0)

Absent: (1) Alderwoman Wanda Lee Rohlfis,

B. Ordinance 2022-966 Amending Section 7-16-2 of the City code Stating Landlords are only responsible for Basic Trash Service.

Alderman Downs made the motion to approve, Alderman Parrott seconded. There being no discussion, City Clerk Bateman called roll.

Yeas: (7) Alderman Steve Parrott, Alderman Sam Downs, Alderman Rick Hoefle, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Greg Miller, Alderman Tony Zurkammer

Nays: (0)

Abstain: (0)

Absent: (1) Alderwoman Wanda Lee Rohlfis

C. Ordinance 2022-967 Annexing Certain Real Estate to the City of Lincoln.

Alderman Bateman made the motion to approve, Alderman Zurkammer seconded. There being no discussion, City Clerk Bateman called roll.

Yeas: (8) Alderman Steve Parrott, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlfis, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Greg Miller, Alderman Tony Zurkammer

Nays: (0)

Abstain: (0)

Absent: (0)

Mayor Welch moved to other items on the agenda.

New Business/Communications:

A. Approval of Pay Application No. 16 from Plocher Construction Co. for the Lincoln CSO Improvement Project in an amount not to exceed \$336,272.45.

Alderman Bateman made the motion to approve, Alderman Downs seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called the roll.

Yeas: (8) Alderman Greg Miller, Alderman Steve Parrott, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Tony Zurkammer
Nays: (0)
Abstain: (0)
Absent: (0)

B. Approval of Pay Application No. 17 from Plocher Construction Co. for the Lincoln CSO Improvement Project in an amount not to exceed \$227,725.45.

Alderwoman Rohlfs made the motion to approve, Alderman Zurkammer seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called the roll.

Yeas: (8) Alderman Greg Miller, Alderman Steve Parrott, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Tony Zurkammer
Nays: (0)
Abstain: (0)
Absent: (0)

C. Approval of Funding Agreement between the City of Lincoln and the Logan County Tourism Bureau for the period beginning January 1, 2022 and ending December 31, 2022.

Alderman Parrott made the motion to approve, Alderman Zurkammer seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called the roll.

Yeas: (7) Alderman Greg Miller, Alderman Steve Parrott, Alderman Sam Downs, , Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Tony Zurkammer
Nays: (0)
Abstain: (1) Alderman Rick Hoefle
Absent: (0)

D. Approval of the hiring of four (4) additional Police Officers to fill three (3) vacancies and to add one (1) School Resource Officer.

Alderman Zurkammer made the motion to approve, Alderman Miller seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called the roll.

Yeas: (8) Alderman Greg Miller, Alderman Steve Parrott, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Tony Zurkammer
Nays: (0)
Abstain: (0)
Absent: (0)

Announcements:

There were no announcement this evening.

Adjournment:

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

Respectfully Submitted By:

Charity Hutchison, Recording Secretary

COMMITTEE OF THE WHOLE MEETING

Lincoln City Hall, Council Chambers
700 Broadway Street | Lincoln, Illinois

Tuesday, January 11, 2022

The Committee of the Whole Meeting of the City Council of Lincoln was called to order by Mayor Tracy Welch at 7:00 p.m., with proper notice given. City Clerk Peggy Bateman called roll.

Present:

Alderman Steve Parrott, Ward 1
Alderman Greg Miller, Ward 1
Alderman Tony Zurkammer, Ward 2
Alderman Sam Downs, Ward 2
Alderman Kevin Bateman, Ward 3
Alderwoman Wanda Lee Rohlf, Ward 3
Alderwoman Kathy Horn, Ward 4
Alderman Rick Hoefle, Ward 4

Staff Present:

Peggy Bateman, City Clerk
Chuck Conzo, City Treasurer
John Hoblit, City Attorney
Matt Vlahovich, Police Chief
Bob Dunovsky, Fire Chief

Remotely:

Walt Landers, Streets Superintendent
Wes Woodhall, Building and Safety Officer
Andrew Bowns, Veolia Water, Project Manager

Absent:

Presiding:

Mayor Tracy Welch

Public Comment:

There was no one present for public comment.

Swearing in of Nicholas Davis - Fire Inspector

City Attorney Hoblit swore in Nicholas Davis as Fire Inspector

Approval of bid from Harold Goodman, Inc. for the demolition, removal and clearing of property at 1431 Tremont Street.

This property was put out for bid with Harold Goodman Inc. coming in with the lowest bid of \$6,900.00. Bryne's bid was \$7,800.00 and Goodman Excavating was \$8,720.00.

Alderman Rohlf asked the City Treasurer for a year to date total for this type of work. The City Treasurer did not have those figures in front of him, however Building and Safety Official Woodhall

shared that there has been only a few hundred dollars spent out of this line and that was for the bug issue at this property. There was also the expense for brush removal from this property.

This item will be placed on the regular agenda.

Resolution to Abolish the Civil Service Commission.

The appropriate way to go about this item, according to City Attorney Hoblit, is to receive signatures of 1/8 of the voters that voted in the last municipal election. There were 580 voters in the last municipal election, so a minimum of 73 signatures will need to be obtained. City Attorney suggested getting more signatures than the 73. Once the council approves this resolution and the signatures are received, there will be a court order obtained to have this put on the next municipal election ballot.

This item will be reworded to say *Resolution supporting and creating a Committee to gather signatures to Petition the Court to put the matter of the abolition of the Civil Service on the upcoming ballot* and placed on the regular agenda

Ordinance Authorizing and Approving Balance Transfer from the Sewer O&M Account to the General Fund.

City Attorney Hoblit stated that this will be two ordinances.

This item is being brought forward because the City of Lincoln has received a citation from the Illinois EPA. The City needs to remove several piles of waste from City property and is under a strict timeline to do so. To cover the cost, there will need to be funds transferred which is covered in the state statute and written in the ordinance. The City would then make payments back to itself to repay the funds to the original line.

The second ordinance is giving the Mayor the authority to sign documents and enter into an agreement to begin the removal of the piles.

Both items will be placed on the regular agenda.

Discussion on Request to Permit.

After the last discussion on this item, Alderman Bateman brought back to the Council two separate request to permit applications.

One would be for an application for modified flow of traffic, not a street closure, and would still need to go in front of the council for a vote.

The second would be for just a request to use city property such as parking spaces. This permit would be reviewed and approved by the Street, Fire and Police departments. This permit will also require the approval from adjacent businesses/residences that may be affected by the event.

The previous application had a four day approval time frame. That language has been removed and the applicant will have to allow enough time before their event for approval.

There was discussion on the vagueness of the applications.

The council wishes to move forward with a vote. This item will be placed on the regular agenda.

Announcements:

- A memo will be going out this week regarding the closure of the Landscape Waste Facility. There are a couple projects beginning on the property and the facility is generally slow this time of year. It should reopen in the early spring.

Adjournment:

There being no further discussion to come before the City Council of Lincoln, Alderman Hoelfe motioned to adjourn, seconded by Alderman Downs. All were in favor. Mayor Welch adjourned the meeting at 8:07 p.m.

Respectfully Submitted By:

Charity Hutchison, Recording Secretary

ORDINANCE NO.

AN ORDINANCE INCREASING THE GAMING TERMINAL FEES

THIS ORDINANCE is made and adopted by the CITY COUNCIL OF THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, at a regular meeting held in the City Council Chambers in said City on the ____ day of _____, 2022, WITNESSETH:

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

WHEREAS, the CITY OF LINCOLN acknowledges that the Governor has signed HB 3161 into law on December 17, 2021 thereby making it P.A.102-0689 allowing non home rule municipalities to increase gaming terminal fees up to \$250.00; and

WHEREAS, the CITY OF LINCOLN believes it would be in the best interests of the constituents of Lincoln if 3-3-2(C) of the Lincoln City Code should be amended to increase the terminal fee from \$25.00 to \$250.00; and

WHEREAS, the CITY OF LINCOLN further acknowledges this request to amend 3-3-2(C) comes before the City Council as a request and recommendation of the Liquor Commission of the City of Lincoln; and

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

1. The City of Lincoln will amend Title III Chapter 3 Part 2 of the Lincoln City Code increasing the terminal fee for gaming machines from \$25.00 to \$250.00 (See below Exhibit).
2. Effective Date. That this Ordinance is effective immediately upon passage of the same.

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

Alderman Parrott	_____	Alderwoman Rohlf	_____
Alderman Bateman	_____	Alderman Miller	_____
Alderman Hoefle	_____	Alderwoman Horn	_____
Alderman Downs	_____	Alderman Zurkammer	_____

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

Passed and approved this ____ day of _____, 2022.

CITY OF LINCOLN,

BY: _____

Tracy Welch, Mayor
City of Lincoln, Logan County, Illinois

ATTEST: _____ (SEAL)

City Clerk, City of Lincoln,
Logan County, Illinois

EXHIBIT A

§ 3-3-2 License Required.

[Ord. 2012-759, 12-3-2012]

No person shall engage in the business of a "proprietor" as herein defined within the City without first having obtained a license therefor from the City for which the following license fee shall be charged:

- (A) Each video amusement device: \$100 per year.
- (B) Each mechanical amusement device: \$50 per year.
- (C) Each video gaming terminal: ~~\$25~~ \$250 per year.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ORDINANCE 2019-900 INCREASING THE LOAN AMOUNT
REQUESTED FOR THE UNION STREET PUMP STATION PROJECT**

WHEREAS, the City Council of the City of Lincoln, Logan County, Illinois operates its System and in accordance with the provisions of 65 ILCS 5/11-139 and the Local Government Debt Reform Act, 30 ILCS 350/1 (collectively, the Act), and

WHEREAS, the City Council of City of Lincoln (“the Corporate Authorities”) have determined that it is advisable, necessary and in the best interests of public health, safety and welfare to improve the System, including the following:

Construction of a New Union Street Pump Station

together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation (“the Project”), all in accordance with the plans and specifications prepared by consulting engineers of the City of Lincoln; which Project has a useful life of 20 years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is \$5,700,000.00, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the City Council of the City of Lincoln passed Ordinance Number 2019-900 on August 19, 2019, authorizing the City of Lincoln to borrow up to \$4,500,000.00 for costs associated with the Project; and

WHEREAS, the estimated costs associated with the Project are higher than expected and more than the amount previously authorized; and

WHEREAS, in accordance with the provisions of the Act, the City of Lincoln is authorized to borrow additional funds from the Water Pollution Loan Control Program Loan Program in the aggregate principal amount of \$858,337.00 to cover the increased costs of the Project;

NOW THEREFORE, be it ordained by the Corporate Authorities of the City of Lincoln, Logan County, Illinois, as follows:

SECTION 1. INCORPORATION OF PREAMBLES

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2. AMENDMENTS TO PRIOR ORDINANCE

Ordinance Number 2019-900 is hereby amended as follows:

All references in Ordinance Number 2019-900 to the estimated Project costs and authorized loan amount of \$4,500,000.00 are amended to \$5,700,000.00.

SECTION 3. REPEALER

All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

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

Alderman Parrott	_____	Alderwoman Rohlf's	_____
Alderman Zurkammer	_____	Alderman Miller	_____
Alderman Hoefle	_____	Alderwoman Horn	_____
Alderman Downs	_____	Alderman Bateman	_____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Passed and approved this ____ day of _____, 2022.

CITY OF LINCOLN,

BY: _____
 Tracy Welch, Mayor
 City of Lincoln, Logan County, Illinois

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

Exhibit A

NOTICE OF INTENT TO BORROW FUNDS AND RIGHT TO FILE PETITION

NOTICE IS HEREBY GIVEN that, pursuant to Ordinance Number _____, adopted on _____, 2022, the City of Lincoln, Logan County, Illinois, the City intends to enter into a Loan Agreement with the Illinois Environmental Protection Agency in an aggregate principal amount not to exceed \$5,700,000.00 and bearing annual interest at an amount not to exceed the maximum rate authorized by law at the time of execution of the Loan Agreement, for the purpose of paying the cost of certain improvement to the sewerage system of the City of Lincoln. A complete copy of the Ordinance accompanies this notice.

NOTICE IS HEREBY FURTHER GIVEN that if a petition signed by **1382** or more electors of the City of Lincoln (being equal to 10% of the registered voters in the City of Lincoln), requesting that the question of improving the sewerage system and entering into the Loan Agreement is submitted to the Lincoln City Clerk within 30 days after the publication of this Notice, the question of improving the sewerage system of the City of Lincoln as provided in the Ordinance and Loan Agreement shall be submitted to the electors of the City of Lincoln at the next election to be held under general election law on June 28, 2022. A petition form is available from the office of the Lincoln City Clerk.

City Clerk
City of Lincoln
Logan County, Illinois

CERTIFICATION

I, _____, do hereby certify that I am the duly elected, qualified and acting Clerk of the City of Li. I do further certify that the above and foregoing, identified as Ordinance Number ____, is a true, complete and correct copy of an ordinance otherwise identified as AN ORDINANCE AMENDING ORDINANCE 2019-900 INCREASING THE LOAN AMOUNT REQUESTED FOR THE UNION STREET PUMP STATION PROJECT, passed by the City Council of the Lincoln, Illinois on the ____ day of _____, 2022, and approved by Mayor of the City of on the same said date, the original of which is part of the books and records within my control as Clerk of the City of Lincoln.

Dated this ____ day of _____, 2022.

NO REFERENDUM CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified, and acting Lincoln City Clerk of the City of Lincoln, Logan County, Illinois. and as such officer I am the keeper of the books, records, files and journal of proceedings of the City of Lincoln and of the Mayor and City Council of the City of Lincoln.

I do further certify that Ordinance Number _____, being the Ordinance entitled: An Ordinance Amending Ordinance 2019-900 Increasing The Loan Amount Requested For The Union Street Pump Station Project, (the Ordinance) was presented to and passed by the Mayor and City Council of the City of Lincoln at its legally convened meeting held on the ____ day of _____, 2022 and signed by the Mayor of the City of Lincoln on said day.

I do further certify that the Ordinance was duly and properly published in the Lincoln Courier, a newspaper published and of general circulation within the City of Lincoln, on the ____ day of _____, 2022, being a date within ten days from the date of passage of the Ordinance.

I do further certify that publication of the Ordinance was accompanied by a separate publication of notice of (1) the specific number of voters required to sign the petition requesting the question of constructing improvements to the sewerage system as provided in the Ordinance; (2) the time in which such petition must have been filed; and (3) the date of the prospective referendum.

I do further certify that I did make available and provide to any individual so requesting a petition form, which petition form provided for submission to the electors of the City of Lincoln of the question as set forth therein. Such petition forms were available from me continuously from _____, _____, 2022, up to and including _____, _____, 20____.

I do further certify that no Petition has been filed in my office within ____ days after publication of the Ordinance or as of the time of the signing hereof as provided by statute asking that the question of improving the sewerage system as provided in the Ordinance and the Loan Agreement therefore be submitted to the electors of the City of Lincoln.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the corporate seal of the City of Lincoln of Lincoln, Logan County, Illinois this _____ day of _____ 2022.

City Clerk
City of Lincoln
Logan County, Illinois

(SEAL)

AGREEMENT FOR VEHICLE TOWING SERVICES
FOR THE COUNTY OF LOGAN, ILLINOIS

This Agreement entered into this ____ day of _____, 2020 by and between the County of Logan, Illinois (hereinafter "County"), City of Lincoln, Illinois (hereinafter "City"), and, _____, operating a towing service located at _____, in the County of Logan, Illinois (hereinafter "Contractor").

I. GENERAL

These specifications shall comprise the agreement for official towing services within the geographical limits of the County of Logan, Illinois, including Lincoln, Illinois and all other incorporated and unincorporated jurisdictions. Official towing services shall refer to any of the circumstances listed in Section II below.

II. SCOPE OF SERVICES

The contractor shall furnish all services, labor, equipment, facilities and materials for towing or towing related services at the specific request of the Logan County Sheriff's Office and Lincoln Police Department in each instance:

- A. Vehicles involved in traffic collisions
- B. Abandoned vehicles on the roadway
- C. Disabled vehicles in roadway, right-of-way, etc.
- D. Abandoned or unclaimed vehicles on private property
- E. Vehicles seized or impounded as evidence
- F. Recovered stolen vehicles
- G. Vehicles involved in crimes
- H. Vehicles as may be requested to be relocated during a County or City emergency or special event
- I. Other tows or towing-related services as may be requested by the Logan County Sheriff's Office and Lincoln Police Department
- J. Street sweeps at traffic collision scenes
- K. Vehicles seized and impounded
- L. All other lawful law enforcement requests

This Agreement is not exclusive. The County and City, in their sole discretion, may establish the time periods in which a Contractor towing firm shall provide services. Each Contractor towing firm shall provide services during the times designated by the County and City for that towing firm. The County and City will use reasonable efforts to allocate assigned time periods in a comparable manner among the successful towing Contractors. Contractors are advised that being assigned to service a particular time period does not preclude the County and City from calling an alternative Contractor to provide services, as may be necessary for proper law enforcement and municipal services.

County and City directed towing is performed solely as a public service and the County and City assumes no liability for the costs of removal, transportation, storage or damage caused by the removal, theft, transportation or storage of any vehicle towed under this Agreement.

III. CALLS FOR SERVICES

Services per this agreement are to be rendered only upon the request of the Logan County Sheriff's Office ("Sheriff's Office or "Sheriff"), or an authorized County employee in the absence of such an employee the Sheriff's Office, or the Lincoln Police Department. Contractor, upon notification by the Sheriff's Office or Lincoln Police Department, shall immediately send the requested number and type of tow truck(s) to the designated location. At the direction of the Sheriff's Office, Lincoln Police Department, or community service officer at the scene, or an authorized County employee in the absence of such officer, Contractor shall remove the wrecked/abandoned/disabled or seized vehicle or vehicles from the scene directly to the Contractor's lot, or if requested and when possible, to a location specified by the citizen for charges specified in Attachment A of this Agreement.

Contractor's towing vehicle operators shall obey all lawful orders of law enforcement and community service officers and shall render every assistance when it has been determined that illegally parked vehicles or other hazardous or nuisance must be removed from public or private property.

Law enforcement officers, when summoning Contractor for the removal of an abandoned vehicle on private property (when the vehicle is not a hazard and the owner of the private property is not present requesting a tow), shall make an attempt to have the vehicle towed during Contractor's normal business hours. Law enforcement officers for this type of tow shall attempt to avoid having the vehicle towed during adverse weather conditions (i.e. rainstorms, snowstorms, etc.).

Contractors shall consider calls from the Sheriff's Office and Lincoln Police Department as having first priority over requests for towing services from other parties. Contractors shall furnish the County and City with a written list of the names of all other public agencies with which the towing Contractor has a towing contract or agreement with when this Agreement becomes effective; and shall notify the Sheriff's Office and Lincoln Police Department when any other contracts or agreements are entered into by Contractor during the term of this Agreement.

Contractors shall maintain the equipment and labor force needed to supply the services on a full twenty-four (24) hour per day basis every day of the year.

IV. CONTRACTOR RESPONSIBILITY FOR PROPERTY

Contractor expressly assumes full responsibility and liability for all property entrusted to its care including all equipment and contents thereof, and shall defend, indemnify and hold harmless the County and its elected officials, the City, officers, employees and agents free and harmless from and against any and all claims, suits, actions, damages, judgments, injuries or liabilities of any kind or nature whatsoever, including reasonable attorney's fees and court costs to the extent caused by the negligence or willful misconduct of Contractor, its agents, employees and subcontractors in providing services under this Agreement. The

indemnification provides herein shall be effective to the fullest extent permitted by law. Contractor's duty to provide such indemnification shall be secured by appropriate insurance coverage, but any limitations of insurance coverage shall not be deemed to be a limitation of Contractor's liability under this Section.

V. HOURS OF SERVICE

Contractor, at a minimum, shall maintain office hours available to citizens to make inquiries and obtain vehicles in accordance with the following schedule:

Monday – Friday	8:00 a.m. to 5:00 p.m.
Saturday	9:00 a.m. to 12:00 p.m.
Sunday	10:00 a.m. to 12:00 p.m.

Saturday and Sunday office hours shall be construed as either being open for business as usual or having a contact agent or employee available for immediate call out. If the call out method is used for Saturday or Sunday business hours, the additional fee stated in the price structure shall not be charged to the vehicle owner. Additionally, Contractor shall have an agent or employee available at all other times to allow law enforcement personnel access to all vehicles towed pursuant to this Agreement at no cost to the County or City, and, when emergency situations require the release of a vehicle (release fee shall not apply during nonbusiness hours). Contractor may charge the Outside of Business Hours Vehicle Release Fee provided by this Agreement for the retrieval of towed vehicles during non-business hours every day of the week; provided, however, that neither the Sheriff's Office nor the County or City shall be charged a release fee for any retrieval of or access to a towed vehicle. All business hours shall apply to the storage facility, which shall be the central contact point for both law enforcement personnel and citizens. The time at which the citizen first contacts Contractor shall be deemed to be the time at which the service is performed for purposes of assessing the additional fee.

VI. WRECKER AND TOWING EQUIPMENT

Contractor shall have in operation at all times, at a minimum: one (1) light wrecker with a 10,000 pound hand or power winch, crane and boom; (1) flatbed wrecker with a 10,000 pound power winch; and (1) heavy duty wrecker with a greater than 10,000 pound power winch, crane and boom. Each wrecker is required to carry the full complement of service items and insurance as set forth in the Illinois Vehicle Code, 625 ILCS 5/12-606. In addition, the wrecker tow trucks shall be equipped with all safety devices and lights to meet all Illinois Commerce Commission regulations. All tow trucks may be personally inspected for identification and equipment by a Sheriff's Office employee before use. Additionally, such wrecker shall be equipped with either radio or telephone (cellular phone) equipment, which allows immediate access by law enforcement dispatch personnel to a wrecker driver while he or she is enroute to a scene in order to update, alter, or rescind any instructions previously given to the driver in relation to the towing assignment. All contact numbers will be supplied to the Sheriff's Office and Lincoln Police Department within three (3) days of the execution of this Agreement and be updated from time to time. Contractor understands that the County and City may rotate its use of towing contractors, and acknowledges that failure of the County or City to be able to

contact Contractor within a reasonable period of time or get a reasonable response time, shall allow the County or City to use a different towing contractor.

VII. REMOVAL AND CLEAN UP OF DEBRIS

After any traffic collision for which Contractor has been requested to respond, in compliance with the Illinois Vehicle Code, 625 ILCS 5/11-1413(c), Contractor shall clean and remove all accident and vehicle debris including, without limitation, any glass or other debris except any hazardous substance as defined in Section 3.215 of the Illinois Environmental Protection Act ("IEPA"), hazardous waste as defined in Section 3.220 of the IEPA and potentially infectious medical waste as defined in Section 3.360 of the IEPA (415 ILCS 3.15, 3.220, and 3.360 respectively) dropped upon the highway, and shall cover or remove any oil, antifreeze, grease deposits, etc. as necessary.

VIII. SHERIFF/POLICE DEPARTMENT VEHICLE TOWS/STORAGE

Contractor will provide tire changes/towing/winchng services for any County or City owned vehicle at **no charge** to the County or City. Further, there will be no Contractor charges for Sheriff's Office authorized tows of vehicles towed for evidentiary purposes or vehicles seized and impounded. In addition, Contractor **shall not charge** the County or City for vehicles stored as a result of any of the above types of towing situations.

When a tow is requested by the Sheriff's Office and Lincoln Police Department for evidentiary purposes or pursuant to a law enforcement investigation, and must be taken to a location other than the storage site for investigation by law enforcement before towing to the storage site, the vehicle owner, if appropriate, shall be required to pay the full amount for only the initial tow. In instances such as the recovery of a stolen auto requiring evidence work, or where there is other doubt as to whether a vehicle owner should be billed, Contractor shall check with the Sheriff to ascertain if a bill should be sent to the vehicle owner.

Vehicles impounded as evidence or requiring special handling such as fingerprinting, photographing, searching, etc., shall not be removed or inspected by any person unless authorized to do so by the Sheriff or his duly authorized designee ("designee"). These vehicles shall be kept in a secure enclosure until released to their owners or other legal disposition is made. Contractor shall not allow anyone to photograph, examine or remove articles from such an impounded vehicle without the express written permission of the Sheriff or designee. Vehicles impounded by the Sheriff's Office shall be held by Contractor a maximum of thirty (30) days. Thereafter, the Sheriff's Office may arrange for any vehicle remaining on a "hold" status to be moved to a different location, provided Contractor has notified the Sheriff, or their designee, that the end of the thirty (30) day period is approaching.

Any vehicle which is on "hold" status as indicated on the Sheriff's Office's Tow Sheet for a vehicle seizure, evidence or any traffic or criminal offense, shall not have storage fees charged to its owner until 24 hours after its formal release from hold status. The Sheriff's Office will notify the vehicle owner and Contractor when a vehicle is released from hold status.

No service or repair of any kind shall be performed on any vehicle impounded at the direction of the Sheriff's Office. Further, no contract or order for service or repairs shall be entered into

with the owner or his/her agent until such vehicle has been released in writing by the Sheriff or designee.

Property which is not a component part of a vehicle, such as a briefcase, medicine, financial records, faceplate, etc., carried on or within a vehicle ordered towed or stored by the Sheriff's Office shall not be seized or held as security for services performed. Such property shall be released to the owner upon proof of identity and ownership. Property which is a component part of the vehicle such as a license plate, tire, etc. does not have to be returned to the vehicle owner until Contractor has been compensated for its services or the owner signs over the title to Contractor. No personal property shall be released to the owner or designate of a vehicle which has been impounded as evidence while the vehicle remains on an active "hold" status, unless specifically approved by the Sheriff's Office.

In case of an error by the Sheriff's Office in towing a vehicle, or when other extenuating circumstances exist, Contractor shall cancel all charges to the vehicle owner at the request of the Sheriff.

Disposition of unclaimed vehicles shall be made pursuant to Illinois Vehicle Code 625 ILCS 5/4-201 through 4-214 and Contractor shall maintain all appropriate records as required by these statutes. Contractor shall provide the Sheriff's Office with a written inventory and status report of all police-related towed vehicles still in the custody of Contractor at the end of each month on or before the tenth day of the following month.

Within the first ten (10) days of every month, Contractor shall provide to the Sheriff, or designees, a written listing of vehicles which are on active "hold" status by the Sheriff's Office. When a vehicle is released from "hold" status, Contractor shall notify the owner of the vehicle that the hold on the vehicle has been released. Provided a vehicle has been stored longer than a 24-hour period, daily storage charges may begin once a vehicle has been released from its hold status.

IX. REQUIREMENTS

A. Fingerprinting

Each owner of Contractor and each person operating a vehicle on behalf of Contractor shall submit his or her fingerprints to the Illinois State Police Department in the form and manner prescribed by the Department. These fingerprints should be transmitted through a live scan fingerprint vendor licensed by the Illinois Department of Financial and Professional Regulation. These fingerprints shall be checked against the fingerprint records now and hereafter filed with the Department of State Police and Federal Bureau of Investigation criminal history records databases. The Department of State Police shall charge a fee for conducting the criminal history record check, which shall be deposited in the State Police Services Fund and shall not exceed the actual cost of the State and national criminal history record check. The Department of State Police shall furnish, pursuant to positive identification, all Illinois conviction information and national criminal history record information to the Sheriff's Office. A person may not own a towing service or operate a vehicle on behalf of Contractor including on a tow rotation list if that person has been convicted during the five (5) years preceding the application of a criminal offense involving one or more of the following:

1. Bodily injury or attempt to inflict bodily injury to another person;
2. Theft of property or attempt theft of property; or
3. Sexual assault or attempted sexual assault of any kind.

B. Proper DL Classification

Each person operating a vehicle on behalf of Contractor must be classified for the type of towing operation he/she shall be performing and vehicle he/she shall be operating and must submit proof of classification to the County.

C. Traffic Incident Management Training

Every person operating a towing or recovery vehicle on behalf of Contractor must have completed a Traffic Incident Management Training Program approved by the Illinois Department of Transportation ("IDOT").

D. ICC Authority

Contractor must hold a valid authority issued to it by the Illinois Commerce Commission ("ICC").

X. OTHER AGREEMENTS PROVISIONS

A. No Other Charges Billed

Except for the charges noted by Contractor in its application and agreed to by the County or City, NO other charges shall be billed to any party to whom Contractor provides services.

B. Employees Not Exempt From State, County or Municipal Laws

The existence of an Agreement between the County/City and Contractor does not exempt any of Contractor's employees from any state, county or municipal law or ordinance.

C. Arrival Time

Monday through Friday during normal business hours, Contractor shall arrive at the scene of a requested tow with the proper equipment within forty-five (45) minutes after notification to Contractor has been made. On weekends and after normal working hours, Contractor shall arrive at the scene of a tow within forty-five (45) minutes after notification to Contractor has been made. Contractor shall provide its personnel with all necessary communications equipment to maintain the required response time. Failure to verify a call within (5) minutes or a missed call may result in a skip in the firm's normal rotation.

D. Valid Vehicle Registration

Contractor must have valid vehicle registrations, safety decal and utilize only vehicles that possess valid vehicle registrations, display valid Illinois license plates as provided by the Illinois Vehicle Code, 625 ILCS 5/5-202, and comply with the weight requirements of the Vehicle Code.

E. Secure Outdoor Storage Lot

Contractor shall provide a secure outdoor storage lot, completely enclosed by a fence with a minimum height of six (6) feet and in accordance with any municipal ordinances and/or requirements. The storage lot shall be adjacent to their business and located in the County of Logan, Illinois, with exclusive access by contractor or the employees of contractor. The lot shall be able to store a minimum of fifteen (15) vehicles. It is mandatory that security lighting sufficient to illuminate the storage area be in operation during all hours of darkness. Video surveillance owned, operated and maintained by the towing company is required for all areas of law enforcement storage, with an approximate 30-day storage capability. The storage lot shall be kept locked and secured at all times other than when access can be and is adequately controlled by on-site employees of either Contractor or employees.

F. Inside Storage

Contractor shall provide space for at least six (6) vehicles inside the building used as the primary location of the business which is protected from the elements and secured against unauthorized access to County and City towed/stored vehicles. Indoor storage shall have video surveillance owned, operated and maintained exclusively by the towing company.

G. Employee Information

Contractor shall provide the Sheriff's Office with the following information for each currently employed operator within three (3) days of the effective date of this Agreement and for any thereafter-employed operators within three (3) days of their hiring:

1. Name (including middle initial);
2. Home address;
3. Sex;
4. Date of birth; and
5. Driver's license number, state and classification.

No tow truck operator shall be allowed to perform Sheriff Office directed services until he/she has been approved by the Sheriff's Office. This includes any tow truck operators and tow companies used by the primary towing Contractor to perform backup services.

H. Fee Structure and Acceptable Methods of Payment

Contractor shall equip its tow truck operators with written notices containing the fee structure and all acceptable methods of payment which, at the time of the tow or service, shall be provided to the owner or driver of the vehicle. Acceptable methods of payment are defined as cash, major credit card (Visa and Master Card shall be accepted at a minimum), or personal check with the approval of the company owner or office manager. A sign disclosing the fee structure for services requested by the Sheriff's Office/Lincoln Police Department and all acceptable methods of payment shall be posted prominently in the main office of Contractor. Copies of the written notice provided to the tow truck operators and the sign within the office of Contractor, shall be provided by Contractor to the Sheriff within three (3) days after the Agreement is signed by the County, City and Contractor. Contractor will ensure its drivers have the availability of completing a credit card

transaction at the scene of a service request, and have either authority to accept personal checks or means to immediately contact a person in the company with authority to approve personal checks.

I. Tow Log

Contractor shall maintain a separate tow log or other acceptable record keeping system for the Sheriff's Office and Lincoln Police Department that shall include the following information:

1. Time, date, location of tow (to and from), hold information if applicable, name and badge number of officer authorizing the tow, and police report or incident number.
2. Make, model, vehicle registration, and vehicle identification number of the towed vehicle.
3. Itemized billing of initial service charges, special charges, storage charges and vehicle repair charges, if any.
4. Signed release from completed by the person claiming a vehicle.
5. Mechanism (customer complaint form) approved by the Sheriff or designee for a vehicle owner to report complaints about charges, additional vehicle charges, additional vehicle damage, lost or stolen items or other related problems. Completed forms shall be forwarded to the Sheriff immediately after a complaint has been filed with Contractor.

Items 1 and 2 above shall be maintained in a separate logbook. All law enforcement-related records shall be open at any time for inspection by the Sheriff or designee. Within the first ten (10) days of every month, Contractor shall provide to the Sheriff copies of every invoice PAID by any party from the previous month as a result of providing services at the request of the Sheriff's Office and Lincoln Police Department.

J. Notifying the Owner/Insurance Agent

Contractor is responsible for notifying the owner and/or insurance agent, in writing, of the removal of a vehicle which has been towed to the storage lot of Contractor because of a law enforcement-directed tow within 48 hours of the tow, using the name and address shown on the Secretary of State's records. If, after thirty (30) days, Contractor has been unable to notify the owner and/or insurance agent, Contractor, will notify the Sheriff's Office to begin proceedings to process the vehicle as an unclaimed/abandoned automobile. The Sheriff's Office will review the documentation and ensure proper protocol was followed.

K. Reporting Acts of Theft/Vandalism

Contractor shall immediately report to the Sheriff's Office any acts of theft, vandalism or attempts of same to any vehicle towed as authorized by the Sheriff's Office. If the offense occurs within Lincoln, Illinois, the requirement shall be met by filing an incident report with the Lincoln Police Department. If the offense occurs outside Lincoln, Illinois, such report shall be in writing and contain the date and time of the offense, a complete description of items stolen or damage incurred, a complete description of the car including make, model, year, license plate number, VIN and owner's information and filed with the police department having jurisdiction over the incident. Additionally, the Sheriff's Office's

original report and incident numbers under which the tow was authorized and the name of the police agency with which the report is being filed shall be provided.

L. Notification of Operational Changes

Contractor shall immediately notify the Sheriff's Office of any operational changes, e.g., new equipment, changes in location of storage lots, new tow truck operators, etc. Failure to notify the Sheriff's Office and Lincoln Police Department may result in suspension of the use of Contractor's services until inspections ensuring compliance with these specifications are conducted.

M. Heavy Wrecker Towing Vehicles

Contractor shall ensure that if an agreement exists (as evidenced by inclusion in this Agreement), with another named towing agency to provide heavy wrecker towing related services to the Sheriff's Office and Lincoln Police Department, all towing equipment belonging to the other agency bears the name, telephone number and town of the primary Contractor, or the primary contractor must remain on scene while services are provided. This may be done by the use of magnetic signs, which shall be displayed while services to the Sheriff's Office and Lincoln Police Department are being provided. Failure of another towing agency to display such signs, or the primary contractor remaining on scene, may result in the Sheriff's Office or Lincoln Police Department prohibiting the continued use of the other agency's services. It is the contractors' responsibility to assure that any company used is in compliance with all rules and regulations contained in this agreement to include background checks, written fee structure and proper equipment.

N. Incident Report Numbers

Contractor shall ensure that its employees obtain either a traffic collision number, incident report number or CAD incident number from any officer at any scene and include it on its invoice. Contractor further shall ensure that its employees routinely pick-up Contractor's copies of tow slip at the Sheriff's Office, if not received on scene.

O. Junking Requests

Contractor, before forwarding to the County and City a request for the junking or auctioning of a vehicle, shall ensure that the Sheriff's Office's or Lincoln Police Department's tow slip is attached or the correct report number is included in the packet.

P. Registering with County of Logan

Contractor shall annually register and maintain a valid business license with the County and City.

XI. CONTRACTOR'S LIABILITY INSURANCE

Contractor shall maintain, for the duration of this Agreement, statutory Worker's Compensation and/or Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence which meet the requirements established by the Illinois Vehicle Code, 625 ILCS 5/12-606. Such policies shall protect Contractor from claims for bodily injury including death to its employees and all others, and from claims of property damage, and/or all of which may have arisen out of or resulted from Contractor's operations under this Agreement. A copy

of the indemnity bond, certificate of insurance, or insurance policy shall be filed with the County and City before commencing work. Garage Keeper's Liability Insurance with a \$100,000 minimum covering fire and/or thefts from or damage done to vehicles while in storage and \$100,000 minimum on-hook coverage or cargo insurance shall also be provided to the County and City before commencing work. This insurance must clearly indicate all storage facilities utilized from police directed tows are covered. Additionally, Contractor shall provide the County and City with a letter from the insurance carrier that the County and City will be notified within ten (10) days of the pending cancellation of any policy relating to this Agreement. The County and City shall be named as an additional insured on all of these insurance contracts. Contractor's insurance shall be primary at all times.

Contractor shall have the affirmative duty of providing continued proof of valid insurance to the County and City if any of the policies expire during the term of this Agreement. Failure to provide continued proof of insurance, upon the County's or City's written notice delivered to Contractor at the address indicated herein, shall result in the suspension of the use of Contractor's services until verification of insurance is provided to the County and City.

The insurance coverage specified herein constitutes the minimum coverage necessary to satisfy the contractual obligation of Contractor hereunder, and shall in no way be construed to lessen or limit the liability of Contractor for its acts or omissions or those of its officers, agents or employees, for which it or they are legally liable. Nor shall it be construed as a limitation of Contractor's duties or liabilities under Section IV of this Agreement.

XII. LENGTH OF AGREEMENT

The term of this Agreement shall be from _____, 2022 through _____, 2025, unless otherwise modified in writing by the parties. The County and City reserves the right to cancel this Agreement at any time upon sixty (60) days advance notice to Contractor and Contractor shall have a similar right. Such notice of termination shall be in writing. Failure of Contractor to perform any aspect of this Agreement properly, and/or failure to provide good treatment to the general public, and/or failure to promptly respond to calls for service without good reason, shall be cause for immediate termination of this Agreement without sixty (60) days advance notice. The County's and City's reasonable determination in this regard shall be binding upon the parties. The bestowing of the Agreement shall be looked upon by the County and City as a trust; Contractor shall be required to give high quality service and treatment to the public and to the County and City. The Agreement shall be for a 3-year period, with an option to renew for an additional two (2) years on a year-to-year basis by mutual consent of both parties.

XIII. BREACH, EVENTS OF DEFAULT AND REMEDIES

A. Default, Notice to Cure and Termination

All terms and conditions of this Agreement are considered material and failure of either party to perform any of the conditions required to be performed by such party shall be considered a breach of the Agreement. Should either party fail to perform any of its duties hereunder, the non-defaulting party shall have the right to terminate this

Agreement after fifteen (15) days written notice to the defaulting party specifying the defect in performance of the Agreement, but only if the defaulting party fails to remedy the violation within said fifteen (15) day period, or provide written assurances satisfactory to the non-defaulting party that the violation shall be seasonably remedied.

B. Cumulative Remedies

All remedies available to either party under this Agreement shall be deemed cumulative of any other remedy otherwise available at law, in equity or under the Agreement.

C. Bankruptcy and Insolvency

The Agreement shall terminate, upon written notice of the County or City, if Contractor:

1. Admits in writing that it is unable to pay its debts as they become due;
2. Applies for or agrees to the appointment of a receiver, trustee or liquidation or a substantial part of its property;
3. Makes a general assignment for the benefit of creditors;
4. Files a voluntary petition in bankruptcy, or a petition seeking reorganization or an arrangement with creditors under any bankruptcy law;
5. Is a party against whom a petition under any bankruptcy law is filed and such party admits the material allegations in such petition filed against it; or
6. Is adjudicated as bankrupt under any bankruptcy law.

D. Force Majeure

Neither Contractor nor County/City shall be liable for failure to perform their duties under this Agreement, or for any resulting damage or loss if such failure is caused by a catastrophe, terrorism, riot, war, fire, accident or Act of God, including inclement weather or other similar contingency beyond the reasonable control of Contractor or County/City.

XIV. ETHICAL CONSIDERATIONS

Customer satisfaction in dealing with the towing company shall be of primary importance, along with other factors, such as but not limited to: response times, condition of equipment, cooperation with the County/City and the ability to adhere to this Agreement with the County and City. Any company performing County-directed or City-directed towing and impound services shall conduct its business in an orderly, professional, legal and ethical manner and use every means to gain and justify the confidence of the motoring public. Any breach of this confidence, to be determined at the sole discretion of the County or City, can be sufficient cause for immediate termination of this Agreement.

Contractor assumes full responsibility for its employees and agents for all acts performed pursuant to this Agreement. Only competent, trustworthy, courteous and sober/drug-free employees with high integrity shall be employed to perform any services required by this Agreement. No employee of the Contractor towing agency who has been convicted of any felony charges within the past five (5) years shall be allowed to perform any towing services for the County and City.

XV. MISCELLANEOUS

A. Contractor's Investigation; Waiver of Claims

Contractor expressly acknowledges that, in signing this Agreement, it relied upon its own investigation of the requirements of this Agreement and of the power and authority of the County/City in connection with this Agreement and that it will not, at any time, set up against the County/City any claim that any provision, condition or term of this Agreement is unreasonable, arbitrary or void or that Contractor or County/City had no power or authority to enter into this Agreement.

B. Non-Waiver

Failure by a party to insist on the strict performance of any of the provisions in this Agreement, or to exercise any of the rights or remedies accruing pursuant to this Agreement upon default or failure to perform, shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any obligation under this Agreement, or to exercise any right or remedy occurring as a result of any future or continued default or failure to perform.

C. Assignments and Cancellation of Agreement

This Agreement shall not be assigned or transferred by Contractor without prior written consent of the County/City, and, further, no work shall be sublet without the prior written consent of the County/City. The County/City has the unilateral right to cancel the Agreement upon thirty (30) days written notice if Contractor sells its business and/or changes senior management. The County or City may also cancel the Agreement for failure to perform and unsatisfactory service, provided, however, reasonable opportunity is allowed to correct unsatisfactory service, or for other good and sufficient reason.

D. Notices: Method of Delivery

Whenever in this Agreement it shall be required or permitted that notice be given by either party to the other, such notice shall be given in writing to the following:

If to the County:
Sheriff Mark Landers
Logan County Sheriff's Office
601 Broadway Street
Lincoln, Illinois 62656

If to the Contractor:

With Copies to:
Logan County Board
601 Broadway Street
Lincoln, Illinois 62656

Bradley M. Hauge
Logan County State's Attorney
601 Broadway Street
Lincoln, Illinois 62656

If to the City:
Chief Matt Vlahovich
Lincoln Police Department
710 5TH Street
Lincoln, Illinois 62656

John Hoblit
Lincoln City Attorney
700 Broadway Street
Lincoln, Illinois 62656

1. Any notices required or permitted to be given by either party to the other under this Agreement may be transmitted in any of the following four (4) ways:
 - a. By personal delivery, in which case they are deemed given when delivered.
 - b. By delivery by Federal Express, United Parcel Service, or other nationally recognized overnight courier service, in which case they shall be deemed given when delivered to such service.
 - c. By being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed given when so deposited in the U.S. Mail.
 - d. By facsimile transmission or e-mail, where the sender's transmittal log or e-mail shows successful transmission to all recipients and with a hard copy on the same date mailed to all recipients by first class mail, postage prepaid, in which case notice shall be deemed given on the date of the facsimile or e-mail transmission.
2. Either party may change the address to which notices for such party are to be sent by giving notice of such change to the other party in the manner provided above.

E. Contractors Communication with County

Unless Contractor is notified otherwise, or unless this Agreement provides otherwise, all correspondence and contact between the County/City and Contractor shall be made through the Sheriff/Lincoln Police Department or such other person as may be designated by the Agreement or the Sheriff to handle a particular matter relating to the Agreement.

F. Modification and Amendment

This Agreement may be modified or amended only by a written instrument signed on behalf of both the County/City and Contractor.

G. Interpretation

Unless otherwise specified, the following rule of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or

delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) reference to a default will take into consideration any applicable notice, grace and cure periods; (vi) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (vii) the singular use of words includes the plural where appropriate; and (viii) if any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

H. Entire Agreement

This Agreement constitutes the entire agreement of the parties and supersedes all previous communications, representations or agreements, either verbal or written, between the parties.

I. Cooperation

The County/City and Contractor each acknowledge the working nature of this Agreement and each party agrees to cooperate and consult with the other party in an effort to speedily and amicably resolve any unforeseen difficulties or problems not covered by the Agreement.

J. Severability

If any provision or part of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or part of the Agreement and any provision not held invalid or unenforceable shall continue in full force and effect unless such invalidity or unenforceability renders the Agreement meaningless or grossly inequitable.

K. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any legal action relating to the Agreement shall be in the Circuit Court of Logan County, Illinois.

L. Legal Expenses

In the event of any action at law or equity in relation to this Agreement, the prevailing party shall be entitled to recover a reasonable sum for the attorneys' fees that are incurred as a result of such action.

M. Challenge to Legality of Agreement

In the event an action is filed at law or in equity which challenges the validity of this Agreement, the County shall have the right to terminate the Agreement by giving thirty (30) days' notice to Contractor, unless Contractor, within such 30 day period, agrees to reimburse the County for any reasonable attorneys' fees and other costs and expense the County incurs in defending against such action and agrees to indemnify the County for any liability the County might incur as a result of such action.

N. Independent Contractor

The relationship created between the County and Contractor by this Agreement is that of independent contractor. The provisions of this Agreement shall not be construed in such a way as to constitute an employer-employee relationship, as joint venturers or partners or to make either party the agent of the other or to make either party liable for the debts of the other.

O. Number of Copies

This Agreement may be executed in a number of copies, each of which shall be considered to be an original for all purposes.

P. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, subject to the provisions of this Agreement which restrict Contractor's right to assign the Agreement and enter into subcontracts.

XVI. SIGNATURE

The Logan County Sheriff's Office and Lincoln Police Department have caused this Agreement to be executed by its proper authority granted by the Illinois Compiled Statutes has signed this Agreement by the Logan County Sheriff (or designee) and the Lincoln Police Department (or designee).

LOGAN COUNTY SHERIFF

LINCOLN POLICE DEPARTMENT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

CONTRACTOR

By: _____

Title: _____

Date: _____

TOWING AND STORAGE SERVICES

A. All types of vehicle tows – Charges to vehicle owner	Pounds by Registration (GVWR)	
	Up to 12,000	12,000–40,000
Base tow – arrest, motor assist	<u>\$160.00</u>	<u>\$180.00</u>
Crash tow	<u>\$175.00</u>	<u>\$200.00</u>
Winching charges (per half hour; expressly forbidden to charge winch fee for a base tow; used when a vehicle can be driven from scene)	<u>\$50.00</u>	<u>\$50.00</u>
Roll over/upright services (per occurrence)	<u>\$50.00</u>	<u>\$125.00</u>
Per bag or partial bag of oil dry used (charge noted will be billed equally to all parties. Example: \$20.00 charge for 1 bag of oil dry at 2 vehicle collision. Each party billed for \$10.00).	<u>\$20.00</u>	<u>\$20.00</u>
Per day per vehicle for outside storage**	<u>\$30.00</u>	<u>\$30.00</u>
Per day per vehicle for inside storage**	<u>\$40.00</u>	<u>\$40.00</u>
Per mile if not towed to contractor's place of business	<u>\$3.00</u>	<u>\$3.00</u>
Any towed vehicle that requires an additional person	<u>\$75.00</u>	<u>\$75.00</u>
Abnormal clean-up, spilled cargo (per half hour)	<u>\$50.00</u>	<u>\$50.00</u>
Stand By – per 30 minutes – (After the first 30 minutes on scene)	<u>\$30.00</u>	<u>\$30.00</u>
 B. Emergency road service (jump start, tire change, etc.) no tow involved:		
Per service call	\$80.00	
 C. After hour's vehicle release (Gate Fee)		
Per release	\$50.00	

**Storage fees are per day or portion thereof after the first twenty-four (24) hours; there is no charge for the first twenty-four (24) hour period. No storage charges will be charged to the County for vehicles. Should the owner of the vehicle not pay the storage charges and state law allows for the sale of the vehicle, the storage charges will be deducted from the monies derived from the sale of the vehicle. If the amount for abandoned vehicle does not equal the cost of the storage fees, the contractor agrees such costs will be absorbed by the contractor and will not be charged to the County.

Major Credit Cards need to be accepted. Towing agencies are called for service on a rotating basis as needed by the Sheriff's Office. Rates apply seven days a week, 24 hours a day, holidays included.

LEGAL REGULATIONS AND RESPONSIBILITIES TO PUBLIC

Certification That Contractor Will Maintain Sexual Harassment Policy

Contractor shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

Equal Employment Opportunity

In the event of Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Illinois Department of Human Rights' Rules and Regulations, Contractor may be declared ineligible for future contracts or subcontracts with the County, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Agreement, Contractor shall:

- A. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender-related identity, marital status, pregnancy, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. If it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Department of Human Rights' Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, gender-related identity, marital status, pregnancy, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- D. Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights' Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with Contractor in its efforts to comply with the Act and the Rules and Regulations, Contractor will promptly notify the Department of Human Rights and the County and will recruit employees from other sources when necessary to fulfill its obligations under this Agreement.

- E. Submit reports as required by the Department of Human Rights' Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the County, and in all aspects comply with the Act and the Department's Rules and Regulations.
- F. Permit access to all relevant books, records, accounts and work sites by personnel of the County and the Department for purpose of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
- G. Include verbatim or by reference provisions of this clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed so that such provisions of this Agreement will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, Contractor will be liable for compliance with applicable provisions of this clause by such subcontractor; and further, it will promptly notify the County and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Certification That Contractor Will Not Maintain Segregated Facilities

Contractor shall not maintain or provide for its employees any segregated facilities at any of its establishments and shall not permit its employees to perform their services at any location under its control where segregated facilities are maintained. As used herein, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washroom, cafeterias and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise. Contractor shall (except where it has obtained identical certifications from proposed subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this paragraph from proposed subcontractors or material suppliers prior to the award of subcontracts or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the Equal Opportunity clause, and that it will retain such certifications in its files.

Contractor's Certification

Contractor shall submit to the County a Contractor's Certification in the form provided by the County. Contractor shall certify the following:

- A. Illinois Taxes. That its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not delinquent in the payment of taxes to the Illinois Department of revenue in accordance with 65 ILCS 5/11-42.1-1.
- B. Bid Rigging. That its shareholder holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors have not been barred from contracting with a unit of

state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, and as amended from time to time.

C. Drug-Free Workplace. Contractor certifies that, pursuant to the Illinois Drug-Free Workplace Act, 30 ILCS 580/1 *et seq.*, that it will provide a drug-free workplace act by:

1. Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the workplace.
- b. Specifying the actions that will be taken against employees for violations of such prohibition; and
- c. Notifying the employee that, as a condition of employment on this Agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

2. Establishing a drug-free awareness program to inform employees about.

- a. The dangers of drug abuse in the workplace;
- b. Contractor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance program; and
- d. The penalties that may be imposed upon employees for drug violations.

3. Making it a requirement to give a copy of the statement required by subsection C (1) to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace.

4. Notifying the County within ten (10) days after receiving notice under subparagraph C (1)(c)(ii) from an employee or otherwise receiving actual notice of such conviction.

5. Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.

6. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

- D. Education Loan. That its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not in default as defined in 5 ILCS 385/2, on an educational loan as defined in 5 ILCS 385/1.
- E. Human Rights Number. That it has an Illinois Department of Human Rights pre-qualification number or has a properly completed application for a Department pre-qualification number on file with the Department, as provided in 44 Illinois Administrative Code 750.210.
- F. Prohibited Interest in Contact. That:
1. No County officer, spouse or dependent child of a County officer, agent on behalf of any County officer or trust in which a County officer, the spouse or dependent child of a County officer or a beneficiary is a holder of any interest in Contractor; or
 2. No County officer, spouse or dependent child of a County officer, agent on behalf of any County officer or trust in which a County officer, spouse or dependent child of a County officer or a beneficiary is a holder of more than one percent (1%) of Contractor; however, if any County officer, spouse or dependent child of a County officer, agent on behalf of any County officer or trust in which a County officer, spouse or dependent child of a County officer or a beneficiary is a holder of less than one percent (1%) of Contractor, Contractor has disclosed to the County in writing the name(s) of the holder of such interest.
- G. Gift Ban
1. That no officer or employee of the County has solicited any gratuity, discount, entertainment, hospitality, loan forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.
 2. That Contractor has not given to any officer or employee of the County any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of the employee or officer.
- H. Patriot Act. That neither Contractor nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity names as a Specially Designated National and Blocked person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocker Person and that Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity names as a Specially Designated National and Blocked Person.
- I. Certification Form. Contractor shall annually submit to the County Contractor's certifications as required in Attachment B to this Agreement, in the attached in Attachment C.

CONTRACTOR'S CERTIFICATION

I _____ hereby certify that I am the _____ of _____ (“Contractor”) and as such hereby represent and warrant to the County of Logan, Illinois, as a condition of any agreement with the County of Logan, Illinois, that Contractor, its shareholders holding more than five (5%) percent of the outstanding shares of the corporation, its officers and directors are:

- A. Not delinquent in the payment of taxes to the Illinois Department of Employment security or the Illinois Department of revenue in accordance with 65 ILCS 5/11-42.1-1;
- B. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961, and as amended from time to time (720 ILCS 5/33E-3 and 5/33E-4); and
- C. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

In addition, Contractor hereby represents and warrants to the County of Frankfort, Illinois, as a condition of any agreement with the County of Frankfort, Illinois, that Contractor is under no legal prohibition on contracting with the County, has no known conflicts of interest, and further certifies that:

- A. Contractor maintains and will maintain a drug-free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:
 1. Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in Contractor's workplace;
 - b. Specifying the actions that will be taken against employee for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on this Agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;

- b. Contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance program;
 - d. The penalties that may be imposed upon employees for drug violations.
3. Making it a requirement to give a copy of the statement required by subsection A to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
 4. Notifying the County within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction.
 5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
 6. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place; and
 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- B. It has an Illinois Department of Human Rights pre-qualification number or has properly completed application for a Department pre-qualification number on file with the Department, as provided for in 44 Illinois Administrative Code 750.210.
- C. No County officer, spouse or dependent child of a County officer, agent on behalf of any County officer or trust in which a County officer, spouse or dependent child of a County officer or a beneficiary is a holder of any interest in Contractor; or, no County officer, spouse or dependent child of a County officer, agent on behalf of any County officer or trust in which a County officer, spouse or dependent child of a County officer or a beneficiary is a holder of more than one percent (1%) of Contractor, but if any County officer, spouse or dependent child of a County officer, agent on behalf of any County office or trust in which a County officer, spouse or dependent child of a County officer or beneficiary is a holder of less than one percent (1%) of Contractor, Contractor has disclosed to the County in writing the name(s) of the holder of such interest.
- D. No officer or employee of the County has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from Contractor.
- E. Contractor has not given to any officer or employee of the County any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements

related to or attributable to the government employment or the official position of the employee or officer.

- F. Neither Contractor nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity names as a Specially Designated National and Blocked person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocker Person and that Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity names as a Specially Designated National and Blocked Person.

If any certification made by Contractor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, Contractor shall so notify the County in writing within seven (7) days.

Date: _____

CONTRACTOR

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF LOGAN)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certifies that _____, known to me to be the _____ of oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed and as the authorized free act and deed of _____.

Dated: _____

Notary Public