

CITY OF LINCOLN
REGULAR CITY COUNCIL MEETING
AGENDA
APRIL 15, 2024
CITY HALL COUNCIL CHAMBERS
700 BROADWAY STREET
6:00 PM

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Public Participation**
5. **Consent Agenda By Omnibus Vote**

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

- A. Payment of Bills.
 - B. Approval of minutes March 4, 2024 Regular City Council Meeting, March 12, 2024 Committee of the Whole Meeting, March 18, 2024 Regular City Council Meeting.
 - C. Approval of Request from Lincoln Community High School to close various City streets for the Lincoln Community High School Senior parade on Saturday, May 4, 2024 from 5:00 p.m. until its conclusion and to provide Police Escort.
 - D. Approval of Request from the Lincoln Park District to close various City streets for the 5K Run on Saturday, August 24, 2024 from 5:00 a.m. until 9:30 p.m.
6. **Ordinances and Resolutions**
 - A. Resolution Approving the Content of Certain Executive Session Meeting Minutes of the City Council of the City of Lincoln.
 - B. Resolution Authorizing the Mayor to approve an Inter-Governmental Agreement regarding Maintenance of City Parks between the Lincoln Park District and the City of Lincoln.
 7. **Bids**
 8. **Reports**
 - A. City Treasurer's Report for March, 2024
 - B. City Clerks Report for March, 2024
 - C. Department Head Reports for March, 2024
 9. **New Business/Communications**
 - A. Approval of Mayoral Proclamation for the 2024 Arbor Day Celebration.
 - B. Approval of the purchase of replacement bearing and seals from Jim Myers and Sons Grit Classifier Repair Parts in an amount not to exceed \$7,000.00.
 - C. Approval of the replacement of Industrial Methane and Hydrogen Sulfide Sensors and Meters from CORRO-TECH C-T Industrial Products in an amount not to exceed \$9,887.00.
 10. **Announcements**
 11. **Possible Executive Session**
 12. **Adjournment**

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

REGULAR CITY COUNCIL MEETING

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

Monday, March 4, 2024

The Regular Meeting of the City Council of Lincoln was called to order by Mayor Welch at 6:01pm, with proper notice given. City Clerk Peggy Bateman called roll.

Present:

Alderwoman Robin McClallen, Ward 1 (came in at 6:20pm)
Alderman David Sanders, Ward 2
Alderman Sam Downs, Ward 2
Alderman Kevin Bateman, Ward 3
Alderwoman Wanda Lee Rohlfs, Ward 3
Alderwoman Rhonda O'Donoghue, Ward 4

Staff Present:

Peggy Bateman, City Clerk
Chuck Conzo, City Treasurer
John Hoblit, City Attorney
Ty Johnson, Fire Chief
Walt Landers, Streets Superintendent
Joe Meister, Police Chief
Andrew Bowns, Veolia Water, Project Manager

Absent:

Alderman Steve Parrott, Ward 1
Alderman Craig Eimer, Ward 4
Wes Woodhall, Building and Safety Officer

Presiding:

Tracy Welch, Mayor

Public Comment:

Kevin Logan (a previous employee with the Lincoln Street Department) was present to address the issues he is having at his home with drainage and alley repairs.

Consent Agenda by Omnibus Vote:

A. Payment of Bills

B. Approval of minutes for January 16, 2024 Regular City Council Meeting, January 23, 2024 Committee of the Whole Meeting, February 5, 2024 Regular City Council Meeting

C. Approval of Request from Logan County Pride to permit the closing of various street on Sunday, June 8, 2024 from 12:00pm to 9:00pm for the Fourth Annual Logan County Pride Festival.

Alderwoman O'Donoghue made the motion to approve, Alderman Bateman seconded. Mayor Welch called for discussion.

Alderwoman Rohlfs asked to discuss item C. She has received calls from constituents that are concerned that the city is not sending the right message by allowing this event to happen. Alderman

Downs stated that the message Pride is portraying is Love and Acceptance. Mayor Welch says the city is sending the message that it supports all members of the community.

There was no further discussion, City Clerk Bateman called roll.

Yeas: (5) Alderman Sam Downs, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Rhonda O'Donoghue, Alderman David Sanders

Nays: (1) Alderwoman Robin McClallen

Abstain: (0)

Absent: (2) Alderman Craig Eimer, Alderman Steve Parrott

Mayor Welch moved to other items on the agenda.

Ordinances and Resolutions:

A. Resolution 2024-487 authorizing the use of MFT Funds and Re-Build Illinois Funds for the 2024 Alderman Bateman made the motion to approve, Alderman Downs seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called roll.

Yeas: (6) Alderman Sam Downs, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Robin McClallen, Alderwoman Rhonda O'Donoghue, Alderman David Sanders

Nays: (0)

Abstain: (0)

Absent: (2) Alderman Craig Eimer, Alderman Steve Parrott

Mayor Welch moved to other items on the agenda.

Bids:

A. Approval of bid from R&R Services for the grinding and removal of tree waste at the Landscape Waste facility in an amount not to exceed \$29,400.00 and \$75.00 per load to haul away ground mulch.

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

Yeas: (6) Alderman Sam Downs, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Robin McClallen, Alderwoman Rhonda O'Donoghue, Alderman David Sanders

Nays: (0)

Abstain: (0)

Absent: (2) Alderman Craig Eimer, Alderman Steve Parrott

B. Approval of bid from Stone River Group to be Electricity Consultants/Brokers to supply electricity to all City Buildings and Facilities.

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

Yeas: (6) Alderman Sam Downs, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Robin McClallen, Alderwoman Rhonda O'Donoghue, Alderman David Sanders

Nays: (0)

Abstain: (0)

Absent: (2) Alderman Craig Eimer, Alderman Steve Parrott

Reports:

Annual City Treasurer's Report for FY 2023-2024

Treasurer Conzo provided the council with a copy of the report. Mr. Conzo went over the requirements for the report regarding publishing and briefing went over the report. The total revenue exceeded expenditures. There were no questions.

New Business/Communications:

A. Approval of the Lincoln Speedway 2024 Tentative Racing Schedule

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

Yeas: (6) Alderman Sam Downs, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Robin McClallen, Alderwoman Rhonda O'Donoghue, Alderman David Sanders

Nays: (0)

Abstain: (0)

Absent: (2) Alderman Craig Eimer, Alderman Steve Parrott

B. Approval of the plan to reconstruction of Tremont Street from Union Street to Logan Street in FY 2024-2025 and FY 2025-2026.

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

Yeas: (6) Alderman Sam Downs, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Robin McClallen, Alderwoman Rhonda O'Donoghue, Alderman David Sanders.

Nays: (0)

Abstain: (0)

Absent: (2) Alderman Craig Eimer, Alderman Steve Parrott

C. Approval of Economic Development Grant to DERAC Properties LLC for roof replacement at 419 Pulaski Street in an amount not to exceed \$7,500.00.

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

Yeas: (6) Alderman Sam Downs, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Robin McClallen, Alderwoman Rhonda O'Donoghue, Alderman David Sanders

Nays: (0)

Abstain: (0)

Absent: (2) Alderman Craig Eimer, Alderman Steve Parrott

D. Approval of Façade Grant to Doubleshot Holdings, LLC for power wash, caulk, replace plywood & exterior painting at 101 S. Kickapoo Street in an amount not to exceed \$872.00.

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

Yeas: (5) Alderman Sam Downs, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Rhonda O'Donoghue, Alderman David Sanders

Nays: (0)

Abstain: (1) Alderwoman Robin McClallen

Absent: (2) Alderman Craig Eimer, Alderman Steve Parrott

Announcements:

- Mayor Welch congratulated the Lincoln Lady Railer Basketball team on their 3A State Championship.
- City Clerk Bateman wanted to inform citizens that use bill pay to pay their sewer bills, to check with their bank on their bill pay check mailing practices. The Clerk's office has had a few checks, for example, dated the 12th but not received until the 23rd which will cause a sewer account to accrue a late fee. The Clerk's office has no control over when banks mail out checks or how long the mail service takes.
- The Landscape Waste Facility will reopen on Wednesday. Extended spring hours will soon be coming.
- Comcast Channel 5 will switch to Comcast Channel 9. The change will take place on March 29th.
- An elevator upgrade at City Hall is coming up. When that work begins, Council meetings will be held at the Lincoln Police Station.

Adjournment:

There being no further discussion to come before the City Council of Lincoln, Alderman Downs motioned to adjourn, seconded by Alderwoman O'Donoghue. Mayor Welch adjourned the meeting at 6:43 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, March 12, 2024

The Committee of the Whole Meeting of the City Council of Lincoln was called to order by Mayor Tracy Welch at 6:00 p.m., with proper notice given. City Clerk Peggy Bateman called roll.

Present:

Alderman Robin McClallen, Ward 1
Alderman Steve Parrott, Ward 1
Alderman David Sanders, Ward 2
Alderman Sam Downs, Ward 2
Alderman Kevin Bateman, Ward 3
Alderman Wanda Lee Rohlfs, Ward 3
Alderman Craig Eimer, Ward 4
Alderman Rhonda O'Donoghue, Ward 4

Present:

John Hoblit, City Attorney
Peggy Bateman, City Clerk
Chuck Conzo, City Treasurer
Joe Meister, Police Chief
Ty Johnson, Fire Chief
Walt Landers, Streets Superintendent
Wes Woodhall, Building and Safety Officer
Andrew Bowns, Veolia Water, Project Manager

Presiding:

Tracy Welch, Mayor

Public Participation:

There is no one present for public participation.

Request to Permit: Lincoln Community High School Grand March Saturday, April 27, 2024 from 4:30pm – 5:30pm.

This item will be placed on the consent agenda.

Request to Permit: City of Lincoln Parade of Champions Friday, April 5, 2024 from 2:00pm-3:00pm.

This item will be placed on the consent agenda.

Resolution Authorizing Execution of a Service Agreement with the Lowest Responsible Bidder for the Supply of Electricity for Municipal Owned Buildings and Facilities.

City Attorney Hoblit circulated a resolution regarding this item.
This item will be placed on the regular agenda.

Announcements:

- Alderman Bateman asked Council to research the operations and cost of a Leaf Vac. This will be brought to the next COW.
 - Alderman Parrott congratulated the WLB 7th grade volleyball team on their State Championship.
-

Executive Session 2 (c) 11 Litigation:

There being no further announcements to come before the council, Alderman Eimer made the motion to move into Executive Session, seconded by Alderman Downs. All were in favor.

The Council recessed from the Committee of the Whole meeting at 6:13pm in order to enter 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 7:13pm in order to reconvene the Committee of the Whole meeting. Roll call was taken.

Present:

Alderwoman Robin McClallen, Ward 1
Alderman Steve Parrott, Ward 1
Alderman David Sanders, Ward 2
Alderman Sam Downs, Ward 2
Alderman Kevin Bateman, Ward 3
Alderwoman Wanda Lee Rohlfs, Ward 3
Alderman Craig Eimer, Ward 4
Alderwoman Rhonda O'Donoghue, Ward 4

Adjournment:

There being no further discussion to come before the City Council of Lincoln, Alderwoman O'Donoghue motioned to adjourn, seconded by Alderman Eimer. All were in favor. Mayor Welch adjourned the meeting at 7:14p.m.

Respectfully Submitted By:

Charity Hutchison, Recording Secretary

REGULAR CITY COUNCIL MEETING

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

Monday, March 18, 2024

The Regular Meeting of the City Council of Lincoln was called to order by Mayor Welch at 6:01pm, with proper notice given. City Clerk Peggy Bateman called roll.

Present:

Alderwoman Robin McClallen, Ward 1
Alderman David Sanders, Ward 2
Alderman Sam Downs, Ward 2
Alderman Kevin Bateman, Ward 3
Alderwoman Wanda Lee Rohlfs, Ward 3
Alderman Craig Eimer, Ward 4
Alderwoman Rhonda O'Donoghue, Ward 4

Staff Present:

Peggy Bateman, City Clerk
John Hoblit, City Attorney
Ty Johnson, Fire Chief
Walt Landers, Streets Superintendent
Joe Meister, Police Chief
Chuck Conzo, City Treasurer
Wes Woodhall, Building and Safety Officer
Andrew Bowns, Veolia Water, Project Manager

Absent:

Alderman Steve Parrott, Ward 1

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

B. Approval of minutes for February 20, 2024 Regular City Council Meeting

C. Approval of request from Lincoln Community High School to permit the closing of Kickapoo Street from Pulaski Street to Broadway Street on Saturday, April 27, 2024 from 4:30pm until 5:30pm for the Lincoln High School Grand March.

D. Approval of request from the City of Lincoln to permit the closing of various City Streets on Friday, April 5, 2024 from 2:00pm until 3:00pm for the Parade of Champions

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

Yeas: (7) Alderman Sam Downs, Alderwoman Rhonda O'Donoghue, Alderwoman Wanda Lee Rohlf, Alderman Kevin Bateman, Alderman Craig Eimer, Alderwoman Robin McClallen, Alderman David Sanders

Nays: (0)

Abstain: (0)

Absent: (1) Alderman Steve Parrott

Mayor Welch moved to other items on the agenda.

Ordinances and Resolutions:

A. Resolution 2024-488 authorizing execution of a Service Agreement with the Lowest Responsible Bidder for the for the Supply of Electricity for Municipal Owned Buildings and Facilities. Alderman Downs made the motion to approve, Alderwoman Rohlf seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called roll.

Yeas: (7) Alderman Sam Downs, Alderwoman Wanda Lee Rohlf, Alderman Craig Eimer, Alderman Kevin Bateman, Alderwoman Robin McClallen, Alderwoman Rhonda O'Donoghue, Alderman David Sanders

Nays: (0)

Abstain: (0)

Absent: (1) Alderman Steve Parrott

Mayor Welch moved to other items on the agenda.

Reports:

A. City Treasurer's Report for February, 2024

General Fund Balance is higher from a month ago
Pension funds – still behind in getting reports from the State
Income Tax – Higher than January
Increase in all Sales tax
Motor Fuel Tax – similar to a year ago
Video Gaming – higher in January

B. City Clerk's Report for February, 2024

\$721,780.32 was collected in February for sewer payments. \$501,001.89 is the total for advance payments and \$55,738.00 was the total in savings for residents. (10% discount for paying a year in full).

C. Department Head Reports for February, 2024

These reports are either on file or will be soon.

Announcements:

There weren't any announcements.

Adjournment:

There being no further discussion to come before the City Council of Lincoln, Alderman Bateman motioned to adjourn, seconded by Alderman Eimer. Mayor Welch adjourned the meeting at 6:10 p.m.

Respectfully Submitted By:

Charity Hutchison, Recording Secretary

REQUEST TO PERMIT EVENT WITH STREET CLOSURE APR 02 2024

Must Have Council Approval

Date(s) of Event: 5-4-2024 A copy of this form must be available at the Event

RECEIVED

Please describe below your request for use of City Property.

Description of Event (including participating merchants, vendors, exhibitors, and units, etc.)

2023-2024 CCHS Senior Parade
Police Escort Requested

Location of Event Property: (Address Utilized Space) Please see attached sheet

Items occupying street space utilized: None

Date(s) and time(s) for usage of Property: May 4th, 2024 @ 5:00PM

Are licenses needed, if yes, please attach. YES NO

Street Closures and Parking Street(s) will be closed (Please attach map or sketch of all closures.)

If closed, which streets and blocks? Please see attached sheet
for details

Closed from _____ a.m./p.m. until _____ a.m./p.m. (circle a.m. or p.m.)

If different times on different days, please specify. _____

Does this street normally have access to a permitted parking lot? Specify, _____

Certificate of Insurance Liability for event must be attached to request before approval.

Business/Organization/Sponsor Name: Lincoln Community High School

Contact Name: David Helm Email: dhelm@lchsraiders.org

Address: 1000 Karel Way Lincoln, IL Signature: [Signature]

Phone: Business: 217-732-4131 Cell: 217-299-0198

APPROVED: (signatures)

Police Department: [Signature]

Fire Department: [Signature]

Street Department: [Signature]

Mayor: [Signature]

Vote: Council Approval ___ Years ___ Nays

Date: _____

As soon as all signatures are obtained, you will be contacted at the phone number you provided.

If your special event will be held more than once during this year with the same location and arrangements, you may use the same application with a change in dates.

Lincoln Community High School District #404

Dwight Stricklin, Superintendent

David Helm, Principal

1000 Railer Way

Lincoln, Illinois 62656

(217) 732-4131 www.lchsrailers.org

PRESS RELEASE

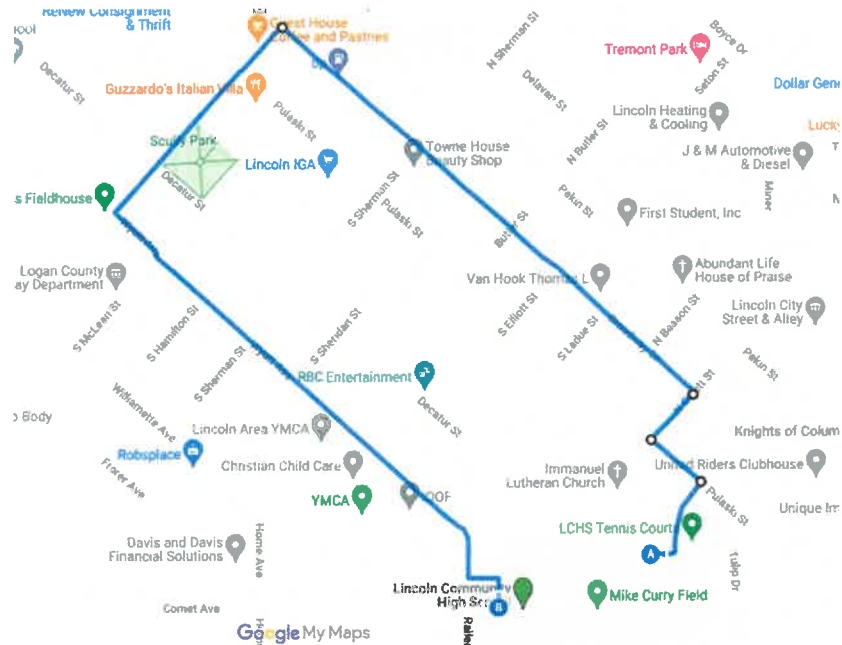
On Saturday, May 4th at 5:00 pm, Lincoln Community High School is hosting a parade to honor our Senior Class of 2024 graduates. All graduating seniors are invited to participate.

The parade will start and end at Lincoln Community High School.

The parade route is as follows:

- Start at LCHS Parking Lot
- North on Tulip Drive
- West on Pulaski Street
- North on Gillett Street
- West on Broadway Street
- South on Kickapoo Street
- East on Wyatt Avenue
- Conclude at LCHS Parking Lot

Lincoln Community High School wishes to thank the City of Lincoln, Lincoln Police Department, and Lincoln Fire Department for their assistance with this event.



...inspiring each student to be a successful lifelong learner

THE CITY OF LINCOLN

Date Received APR 02 2024

REQUEST TO PERMIT EVENT WITH STREET CLOSURE

Must Have Council Approval

RECEIVED

Date(s) of Event: August 24th 2024 A copy of this form must be available at the Event!

Please describe below your request for use of City Property.

Description of Event (including participating merchants, vendors, exhibitors, and units, etc.)

The Lincoln Park District in conjunction with
Balloons Over the would like to host a 5K from
the Lincoln Park District to Scully Park on
August 24, 2024

Location of Event Property: (Address Utilized Space) _____

Items occupying street space utilized: barricade

Date(s) and time(s) for usage of Property: August 24 2024 5AM-9.30AM

Are licenses needed, if yes, please attach. **YES NO**

Street Closures and Parking Street(s) will be closed (Please attach map or sketch of all closures.)

If closed, which streets and blocks? See Attached Map. No Roads
will be fully closed

Closed from _____ a.m./p.m. until _____ a.m./p.m. (circle a.m. or p.m.)

If different times on different days, please specify. _____

Does this street normally have access to a permitted parking lot? Specify, _____

Certificate of Insurance Liability for event must be attached to request before approval.

Business/Organization/Sponsor Name: Lincoln Park District

Contact Name: Jennifer Prather

Email: Jprather@lincolnparkdistrict.com

Address: 1400 Primm Rd

Signature: [Signature]

Phone: Business: 217-732-8770

Cell: 217-732-9889

APPROVED: (signatures)

Police Department: Joseph H. Maister Jr.

Mayor: [Signature]

Fire Department: [Signature]

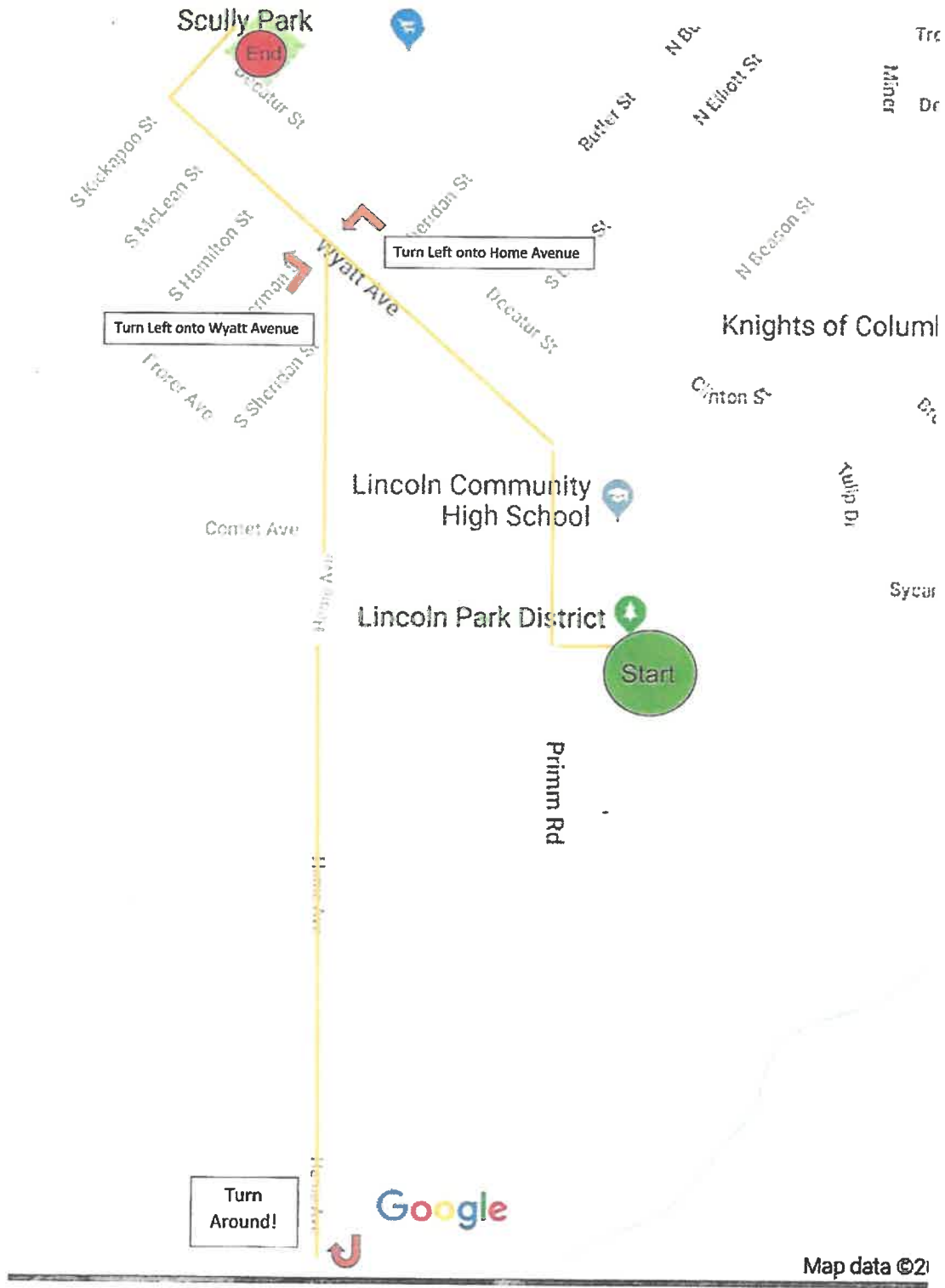
Vote: **Council Approval** ___ Years ___ Nays

Street Department: Walt James

Date: _____

As soon as all signatures are obtained, you will be contacted at the phone number you provided.

If your special event will be held more than once during this year with the same location and arrangements, you may use the same application with a change in dates.



RESOLUTION 2024 - _____

A RESOLUTION APPROVING THE CONTENT OF CERTAIN EXECUTIVE SESSION
MEETING MINUTES OF THE CITY COUNCIL OF THE CITY OF LINCOLN

THIS RESOLUTION is made and adopted by the CITY COUNCIL OF THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, at a regular meeting held in the City Council Chambers in said City on the ____ day of _____, 2024, WITNESSETH:

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

WHEREAS, the City Council has considered it necessary, on occasion, to meet in executive session and have conducted said meetings in accordance with the requirements of the 'Open Meetings Act' (5 ILCS 102/1, *et seq.*); and

WHEREAS, the minutes of the Executive Sessions have been duly recorded by the City Clerk pursuant to the regulations of the Open Meetings Act; and

WHEREAS, pursuant to 5 ILCS 120/2.06(a) of the Open Meetings Act, the City is required to keep a verbatim recording of their executive sessions in the form of audio or video recording; and

WHEREAS, the City of Lincoln has complied with the requirement of keeping written recordings of the Executive Session minutes along with audio or video recordings; and

WHEREAS, the City of Lincoln believes that the minutes should at this time remain confidential and not be released to the public for inspection;

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

1. That the recitals outlined above are incorporated herein as if appearing herein verbatim.
2. The City Council of the City of Lincoln find and hereby declare that the executive session minutes or portions thereof expressly identified are approved:

October 24, 2023
November 28, 2023
December 12, 2023
February 13, 2024
February 27, 2024
March 12, 2024

3. The minutes of said executive session meetings shall remain confidential at this time and not be made available to the public to inspect.

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

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

Alderman Parrott	_____	Alderwoman McClallen	_____
Alderman Eimer	_____	Alderwoman Rohlfs	_____
Alderwoman O'Donoghue	_____	Alderman Bateman	_____
Alderman Downs	_____	Alderman Sanders	_____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Passed and approved this ____ day of _____, 2024.

CITY OF LINCOLN,

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

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

RESOLUTION NO. _____

THIS RESOLUTION is made and adopted by the CITY COUNCIL OF THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, at a regular meeting held in the City Council Chambers in said City on the ____ day of _____, 2024, WITNESSETH:

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

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

WHEREAS, the CITY COUNCIL of the CITY OF LINCOLN, Logan County, Illinois, historically has had the Lincoln Park District maintain the City owned parks; and

WHEREAS, the members of city leadership have been in long negotiations for the continued maintenance of said city parks; and

WHEREAS, the CITY COUNCIL of the CITY OF LINCOLN desires that the Mayor enter into this agreement for the benefit of the citizenry for the continued maintenance of said parks;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, as follows:

1. The Mayor is hereby approved to enter into agreements/contracts with the Lincoln Park District regarding the maintenance of City owned parks.

2. The city owned parks to be maintained are as follows:

- a. Allison/Mayfair
- b. Postville
- c. Ray White
- d. Melrose

3. This resolution shall be in full force and effect upon its adoption and approval as provided by law.

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

Alderman Parrott	_____	Aldermwoman O'Donoghue	_____
Aldermwoman Rohlfs	_____	Aldermwoman McClallen	_____
Alderman Sanders	_____	Alderman Bateman	_____
Alderman Downs	_____	Alderman Eimer	_____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Passed and approved this ____ day of _____, 2024

CITY OF LINCOLN,

BY: _____

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

ATTEST: _____ (SEAL)

City Clerk, City of Lincoln,
Logan County, Illinois

**INTERGOVERNMENTAL AGREEMENT REGARDING
MAINTENANCE OF PARKS**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and between the CITY OF LINCOLN, an Illinois municipal corporation, of 700 Broadway, Lincoln, Illinois 62656 (hereinafter referred to as "CITY"), and LINCOLN PARK DISTRICT OF LINCOLN, ILLINOIS, an Illinois municipal corporation, of 1400 Primm Road, Lincoln, Illinois 62656 (hereinafter referred to as "PARK DISTRICT"), WITNESSETH:

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

WHEREAS, the PARK DISTRICT is a municipal corporation located in Logan County, Illinois; and,

WHEREAS, the Illinois Constitution, the Illinois Intergovernmental Cooperation Act, and the Illinois Park District Code contemplate and allow for joint agreements, undertakings, and other mergers by and between municipalities and other local governmental bodies such as park districts; and,

WHEREAS, the CITY and the PARK DISTRICT have entered into agreements related to the provision of maintenance for City Parks and desire to set forth their understanding of the maintenance responsibilities; and,

WHEREAS, the CITY Parks in Lincoln are as follows:

Postville Park - located at 1301 5th St.

8th St. park (old hospital lot) - located at 315 8th St.

Ray White Park - located at 901 Short 11th St.

Melrose Park - located at 702 13th St.

Allison Park - located at 110 Allison Dr.

WHEREAS, the PARK DISTRICT Parks in Lincoln are as follows:

Lehn and Fink Park - located at 1502 Pekin St.

Memorial Park - located at 1021 1525th St.

Exchange Park - located at 802 21st St.

WHEREAS, the CITY and the PARK DISTRICT have the authority, pursuant to the Statutes of the State of Illinois, to enter into Intergovernmental Agreements for the benefit of both parties;

NOW, THEREFORE, for and in consideration of the duties and obligations as hereinafter assumed, the receipt and sufficiency of which is hereby acknowledged, the CITY and the PARK DISTRICT do hereby agree as follows:

1. The above recitals are incorporated as if appearing herein verbatim.
2. Maintenance Responsibilities.

A. Various Equipment.

i. The CITY will be responsible for providing new equipment in the City Parks and for insuring, inspecting, maintaining, repairing, replacing, and upgrading all equipment in CITY parks from this point forward, including the existing Mayfair/Allison Playground equipment which the City elected to keep at the time of park improvement; this equipment shall be considered a donation to the CITY from the PARK DISTRICT.

ii. The PARK DISTRICT shall continue to provide repairs for current picnic tables and benches in the City Parks, until the CITY replaces picnic tables and benches, at which time the PARK

DISTRICT shall be responsible for notifying the CITY of any maintenance and repair needed for these items, which the CITY will be responsible for carrying out.

B. Trash Removal.

i. The PARK DISTRICT shall continue to be responsible for trash removal in City Parks. CITY will enforce rules and agreements requiring lessees of parks to provide cleanup for the parks by way of a returnable bond. PARK DISTRICT will be responsible for trash pick up on Park District property.

C. Landscaping.

i. The PARK DISTRICT shall be responsible for mowing and edging City Parks. In City park areas with fencing, CITY will be responsible for mowing, edging, and weed control within the fenced-in area and along the fence line on both sides.

ii. Mulch. The PARK DISTRICT shall be required to order mulch for Park District Parks, and the CITY shall be responsible for ordering mulch for City Parks. The ordering party shall be responsible for the cost. The PARK DISTRICT and the CITY shall be responsible for spreading the mulch in their respectively-owned parks.

iii. Tree Limbs/Dead Trees. The PARK DISTRICT shall be responsible for light pick up of limbs on the ground. The CITY will be responsible for all tree trimming and tree and stump removal.

iv. New Tree Planting. The CITY will order and provide new trees in their parks. The CITY will be responsible for planting trees

in the City Parks, and the PARK DISTRICT shall be responsible for ordering and planting trees in the Park District Parks.

v. Decorative Plants, Bushes, Flowers, Gardens. The PARK DISTRICT and CITY shall cooperate to create a volunteer program to assist with landscaping. To the extent that the volunteers are not able to complete the work, the PARK DISTRICT will handle landscaping on Park District property, and the CITY will handle landscaping on City property.

D. Electricity.

i. The CITY shall continue to pay the electrical cost for City Parks.

3. The parties shall each maintain commercial general liability coverage, or shall obtain coverage, which shall provide liability coverage for the liabilities contractually assumed by each party in this Agreement and arising out of the activities pertaining to this Agreement.

4. That to the extent of each party's negligence, each party's liability coverage shall be primary coverage with respect to that party, its officers, officials, employees, and agents.

Each party shall furnish the other with certificates of coverage and shall not suspend, void, cancel, or materially reduce said coverage without forty-five (45) days prior written notice, sent by registered mail, given to the other party hereto.

5. Each party shall protect, defend, indemnify, and hold harmless the other party hereto from any and all claims, demands, suits, penalties, losses, damages, judgments, attorney's fees, and/or costs of any kind whatsoever, arising out of, or in any way resulting from acts or

omissions of the party, its officers, employees, agents, and/or subcontractors in the use of the other party's machinery or equipment.

6. Neither party shall assign their rights or responsibilities herein without the written authorization of the other party.

7. If any term of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected, and shall continue in full force and effect.

8. Failure of either party to insist upon the strict performance of any term of this Agreement will not constitute a waiver or relinquishment of any party's right to thereafter enforce such term.

9. This Agreement shall remain in full force and effect from and after the date hereof. A party wishing to terminate this Agreement shall give the other party hereto ninety (90) days written notice thereof.

10. This Agreement has been presented to the City Council of the CITY and the Board of the PARK DISTRICT and has been approved by the same, each respective board authorizing the individuals hereafter executing this Agreement to sign the same on behalf of the CITY and the PARK DISTRICT.

11. Communication between the PARK DISTRICT and the CITY shall be as follows:

PARK DISTRICT

Becky Strait
217-732-8770
bstrait@lincolnparkdistrict.com

Vern Haseley
217-732-8770
vhaseley@lincolnparkdistrict.com

CITY

Walt Landers
217-732-4655
wlanders@lincolnil.gov

Ashley Metelko
217-732-2122
ametelko@lincolnil.gov

The PARK DISTRICT will be notified at least 72 hours before a scheduled event so that the park can be mowed or prepared for the event.

The PARK DISTRICT and the CITY will communicate any agreed upon changes to the management structures (Superintendent, Head of Maintenance, etc.).

12. On or before May 1 of each year, the parties will review this Intergovernmental Agreement and decide whether any amendments are required.

Dated at Lincoln, Illinois, this _____ day of _____ 2024.

CITY OF LINCOLN, ILLINOIS

LINCOLN PARK DISTRICT

BY: _____

BY: _____

Tracy Welch, Its Mayor

Becky Strait, Its Director

**PROCLAMATION
2024**

ARBOR DAY CELEBRATION

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal, and

WHEREAS, the City of Lincoln, Illinois has been recognized as a Tree City USA by The National Arbor Day Foundation and desires to continue its tree-planting practices

NOW THEREFORE, I Tracy Welch, Mayor of the City of Lincoln, Illinois, do hereby Proclaim April 26, 2024 as

ARBOR DAY

In the City of Lincoln, Illinois and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generation

Dated this 15th Day of April

Mayor

ATTEST:

City Clerk

TRACY WELCH
MAYOR

PEGGY S. BATEMAN
CITY CLERK

CHARLES N. CONZO
CITY TREASURER

JOHN A. HOBLIT
CITY ATTORNEY



CITY OF LINCOLN, ILLINOIS

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

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

To: Mayor and Aldermen of the City of Lincoln

From: Andrew Bowns, Wastewater Project Manager

Meeting Date: April 9, 2024

RE: Jim Myers and Sons Grit Classifier Repair Parts

Background

The grit classifier is in need of a new seal and bearing on the rear shaft.

Analysis/Discussion:

The grit classifier needs a new rear shaft seal and bearing. The attached quote is for the replacement parts needed, plus 1 spare of each.

Fiscal Impact:

This repair parts quote totals \$6,095.00 plus shipping. This will be expensed from 50-7200-7860 Capital Expense - Equipment.

COW Recommendation:

Place "Jim Myers and Sons Grit Classifier Repair Parts" on the April 15th voting session in an amount not to exceed \$7,000.00

Council Recommendation:

Approve "Jim Myers and Sons Grit Classifier Repair Parts" in an amount not to exceed \$7,000.00.

CITY COUNCIL

FIRST WARD
STEVE PARROTT
ROBIN McCLALLEN

SECOND WARD
DAVID SANDERS
SAM DOWNS

THIRD WARD
KEVIN BATEMAN
WANDA ROHLFS

FOURTH WARD
RHONDA O'DONOGHUE
CRAIG EIMER

Quote Number: 11043

QUOTE

Page: 1 of 2

<p>Quote To:</p> <p>LINCOLN IL Lincoln IL USA</p> <p>Phone: Fax:</p>	<p>Date: 4/1/2024</p> <p>Expires: 5/1/2024</p> <p>Reference:</p> <p>Sales Person: PETERSON & MATZ - IL & WI</p> <p>Fax:</p>
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*At time of Quote, Delivery 2-3 week ARO
 Freight to be prepaid and added.
 Taxes not included.
 100% Net 30, No Retainage.
 Pricing valid for 30 days.*

Line	Part	Rev	Expected Qty	Unit Price	Ext. Price
	Description	Drawing			
1	501103		2.00EA	130.00	260.00
	ADJUSTABLE-FLOW MACHINE-MOUNT GREASE DISPENSER PLASTIC, 2 OZ. CAPACITY				
	- QUANTITY BREAKS -				
	Quantity	Unit Price			
	1.00 EA	130.00 /1			
2	501320		2.00EA	995.00	1,990.00
	Ø2-7/16" FLANGE MOUNT SPHERICAL ROLLER BEARING				
	- QUANTITY BREAKS -				
	Quantity	Unit Price			
	1.00 EA	995.00 /1			
3	501321		2.00EA	1,880.00	3,760.00
	HEAVY DUTY SEAL FOR Ø2 7/16" SHAFT W/ALUMINUM HOUSING, SS FACE				

Quote Number: 11043

QUOTE

Page: 2 of 2

- QUANTITY BREAKS -

Quantity	Unit Price
1.00 EA	1,880.00 /1

4	501326	1.00EA	85.00	85.00
	HEAVY RED SPRING FOR GREASE LUBRICATOR			

- QUANTITY BREAKS -

Quantity	Unit Price
1.00 EA	85.00 /1

Lines Total	6,095.00
Total Taxes	0.00
Line Miscellaneous Charges	0.00
Quote Miscellaneous Charges	0.00
Quote Total	6,095.00

TRACY WELCH
MAYOR

PEGGY S. BATEMAN
CITY CLERK

CHARLES N. CONZO
CITY TREASURER

JOHN A. HOBLIT
CITY ATTORNEY



CITY OF LINCOLN, ILLINOIS

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

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

To: Mayor and Aldermen of the City of Lincoln

From: Andrew Bowns, Wastewater Project Manager

Meeting Date: April 9, 2024

RE: CORRO-TECH C-T Industrial Methane and Hydrogen Sulfide Sensors and Meters

Background

One methane sensor and one hydrogen sulfide sensor has failed in the influent pumping building. The attached quote is for replacing all sensors. Only sensors and meters needing replaced at the time of inspection will be replaced.

Analysis/Discussion:

Each of these devices provides explosion and atmospheric safety for employees entering or working within this structure. It also controls the air handlers that recycle the air and change it out. These are required safety devices installed in the LTCP upgrade. I do not expect the final bill to be the total amount of the estimate, but do not want to pay multiple mobilization costs if any other intrinsic issues within the system are found.

Fiscal Impact:

This repair estimate totals \$8,988.00. This will be expensed from 50-7200-7860 Capital Expense - Equipment.

COW Recommendation:

Place "CORRO-TECH C-T Industrial Methane and Hydrogen Sulfide Sensors and Meters" on the April 15th voting session in an amount not to exceed \$9,887.00

Council Recommendation:

Approve "CORRO-TECH C-T Industrial Methane and Hydrogen Sulfide Sensors and Meters" in an amount not to exceed \$9,887.00.

CITY COUNCIL

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SAM DOWNS

THIRD WARD
KEVIN BATEMAN
WANDA ROHLFS

FOURTH WARD
RHONDA O'DONOGHUE
CRAIG EIMER

25 PROGRESS PARKWAY
UNION, MISSOURI 63084



PH: 636-583-9393
FAX: 636-583-9696
WWW.CORRO-TECH.COM

Quotation: CT-6486
Friday, March 29, 2024

PREPARED FOR:

Eric Leever
Lincoln Waste Water Plant
150 W. Kickapoo | Lincoln, IL 62656
O: 217-732-4030 | C: 217-737-4182
Email: Andrew.bowns@veolia.com

PREPARED BY:

Kristy Ficker Summers
C-T Industrial Products
25 Progress Parkway | Union, Missouri 63084
Office: 636-583-9393 | Kristy@CORRO-TECH.COM

TERMS: Credit Card on File 50% Down 50% Upon completion	FOB: Shipping Point	DELIVERY: 7-10 Days ARO
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QTY	ITEM NUMBER	DESCRIPTION	PRICE
1	Field Calibration Service EQUIPMENT SERVICED:	Labor and Materials for a CT Factory Trained Technician to Mobilize to 150 W. Kickapoo Lincoln, IL 62656 and Replace: (3) H2S Sensors and Transmitters, Replace (2) IR CH4 Sensors, and Relay Panel Board. Based on information provided. Calibrate System-Additional equipment needed to access the sensors will be provided by the Customer. Full Calibration Includes: All Applicable Filters, Scrubbers, Cleaning, Stickers and Calibration Documents.	\$8,988.00 Estimate



Please note: Standard Repair & Evaluation fee is \$75, however may be adjusted due the sensor configuration. Fee will be charged in event repairs are waived, Collect Shipments are subject to Handling Fee \$20(\$40 Hazmat). Orders less than \$100 will be processed with \$20 Handling Fee. Do NOT drop instruments in drop boxes. Prices are subject to change due to market fluctuations and to Terms and Conditions attached.

**CONTRACT AND AGREEMENT
TERMS AND CONDITIONS OF SALE**

Except as otherwise agreed by Seller, in writing the following terms and conditions shall apply to any order and all sales made by Corrosion Technologies, Inc. in DBA as CORRO-TECH™ and C-T Industrial Products (herein called "Seller").

1. **ACCEPTANCE:** Seller's quotation is subject to change or withdrawal without notice, and subject to acceptance within thirty (30) days. If accepted by Buyer, it shall become a contract when approved by an authorized company representative of Seller and may then be modified by written agreement only. Buyer's purchase order is accepted subject to the following terms and conditions and no other unless Seller has consented the same to in writing. The placing of this order by Buyer constitutes acceptance by the Buyer of the terms and conditions herein contained. No statements or understandings relating to the subject matter, other than those set forth herein shall be binding on Seller.
2. **PROPOSAL DRAWINGS AND DATA:** Seller to show only general arrangement and approximate dimensions provided on Proposal drawings and data. All engineering data needed for layout, design, and installation drawings are to be provided by Buyer promptly after order is placed. The required drawings will then be prepared by Seller and, if required, submitted to Buyer for approval. Seller expressly reserves its right of ownership and copyrights with respect to quotations, drawings, and other data. These are confidential and; may not be used, copied, duplicated or made available to third parties without Seller's consent.
3. **PRICE TERMS:** Unless otherwise provided, the quoted price terms shall include the following:
 - a. Price is F.O.B. point of origin at which time title shall pass to Buyer.
 - b. Price does not include federal, state, and local sales, use, excise or similar taxes. Any such taxes in effect at time of shipment are for Buyer's account.
 - c. Any increased costs to Seller, including any overtime labor costs, which are due to any modifications of the original order by Buyer, or due to the failure of Buyer to perform any of its responsibilities, Buyer shall pay obligations under the contract along with reasonable profit to Seller as if the increased costs and profit were part of the original price.
4. **PAYMENT:** Terms of payments are Net Cash as shown by the Invoice sent to customer. Pro rata payments shall become due as shipments are made. If shipments are delayed by the Buyer, payments shall be made based on the contract price and the percentage of completion. Material held for the Buyer shall be at the risk and expense of the Buyer.
5. **CREDIT:** Acceptance of all orders is subject to credit approval. In any event, if seller shall have any doubt at any time as to Buyer's financial responsibility, Seller may decline to make deliveries or suspend performance except for receipt of cash or satisfactory security. In the absence to special agreement, Buyer agrees to pay interest at the prevailing prime rate plus 2% on all past due invoices.
6. **TITLES AND LIEN RIGHTS:** The equipment shall remain personal property regardless of how affixed to any realty or structure until the price of the equipment has been fully paid in cash. Seller, in the event of Buyer's default, shall have the right to reposes such equipment.
7. **RISK OF LOSS:** Delivery shall occur and risk of loss shall pass to the Buyer upon delivery of the material to the carrier at the point of shipment. Transportation shall be at Buyer's sole risk and expense, and any claim for loss or damage in transit shall be against the carrier only.
8. **CANCELLATIONS:** After acceptance by Seller, orders shall not be subject to cancellation except with Seller's consent and then only upon payment to Seller of reasonable and proper cancellation charges.
9. **RETURNS:** Goods shall not be returned to Seller without Seller's written authorization. Material returned without this written authorization from Seller will not be accepted by Seller or credited.
10. **TIME FOR PERFORMANCE:** Any scheduled shipping date or any stated completion date is approximate. Seller shall in no event be liable or delays caused by acts of God, fire, strikes, labor difficulties, acts of Governmental or military authorities, delays in transportation or procuring materials or any other causes of any kinds beyond Seller's control.
11. **SUBLETTING:** Seller reserves the right to subcontract at its discretion, any installation work to be performed by its agents hereunder.
12. **PENALTIES:** Seller shall not be subject to penalties or claims for liquidated damages unless same are expressly stipulated in the proposal herein.
13. **BONDS:** Performance or completion bond, if required, will be applied at Buyer's expense.
14. **CORRECTIONS:** In all cases clerical and/or typographical errors are subject to correction.
15. **FIELD FACILITIES BY BUYER:** The following conditions for field work are required unless specifically stipulated in our proposal:
 - a. Buyer shall, at his own expense, provide necessary security to avoid damage to our loss of the materials we are installing and the installation work in progress. Outside tanks, pits, trenches will be covered, ventilated and protected against blowing rain and flooding.
 - b. Seller will supply all tools and equipment necessary to install materials, with the exception of any required hoisting facilities, such to be furnished by Buyer
 - c. Buyer is to furnish at the point of use, when required, at his expense, continuous and uninterrupted services including: water, light, steam, compressed air, heat, ventilation and 110-220-440 Volt, 60 Cycle AC Power for our equipment. If such services are not furnished by Buyer and additional cost will be charged to Buyer.
 - d. Work area is to be free of traffic or other factors leading to interruption of our workmen or damage to our installation. Other crafts will be excluded from the area in which our work is progressing as deemed necessary by our superintendent to insure a satisfactory installation.

- e. Our work will be performed on the basis of five (5) eight (8) hour working days per week. The work quoted is to install on concurrent and/or successive basis with a continuous operation providing for one trip to your plant by our construction crews. Any lost time, overtime, or additional trips caused by delays of any nature on your part will be charged to your account.
 - f. When work is complete Seller will gather up its installation debris and stack it adjacent to the work area. Subsequent removal of this debris from the site it to be by others.
 - g. All items to receive out protective linings or coating must conform to the preparation specifications as required for the particular material to be installed. These specifications will be furnished to Buyer prior to commencement of our work. Any additional labor or material to correct faulty preparation by Buyer, or if provided by Seller, charged to Buyer.
16. **WARRANTY:** Seller warrants the items herein described against defects in materials and workmanship, when exposed to normal operating conditions outlined in our proposal and/or represented by Buyer, and when proper assembly and installation procedures and required maintenance, if any, have been followed, for a period of one (1) year after date of shipment to Buyer or date of completion if done on Buyer's premises. In the event the material to be furnished hereunder is claimed to be defective, Seller should be notified in writing material, transportation prepaid, to establish the claim. This warranty extends only to original fabrication or new items and not to repair, maintenance, and restoration including linings/coatings on substrates previously in service or used items unless otherwise expressly provided. No allowance will be made for repairs or alteration, unless made with Seller's written consent or approval. All illustrations and provisions in specifications are descriptive and are not intended as warranties. This warranty extends only to direct customers of the Seller and does not include customers of the Buyer. WITH RESPECT TO MATERIALS WHICH ARE NOT MANUFACTURED BY SELLER, THE MANUFACTURER'S WARRANTY SHALL BE EXTENDED TO BUYER TO THE EXTENT APPLICABLE. SELLER MAKES NO WARRANTIES WHATSOEVER (INCLUDING ANY IMPLIED WARRANTY OF FITNESS OR MERCHANTABILITY) WITH RESPECT TO SUCH MATERIAL EXCEPT AS SET FORTH ABOVE. No representation or warranty express or implied, made by any sales representative or other agent or representative of the Seller which is not specifically set forth herein shall be binding upon the Seller.

NO WARRANTY EITHER EXPRESS OR IMPLIED IS MADE BY SELLER AS TO THE FITNESS, MERCHANTABILITY, CONDITION, CAPACITY OR EFFICIENCY OF ANY GOODS SOLD. SELLER'S OBLIGATION TO CORRECT DEFECTS IN ITEMS FABRICATED BY SELLER IS EXPRESSLY LIMITED TO THE REPAIR OR REPLACEMENT (AT SELLER'S EXPENSE OR CREDITING OF BUYER WITH AN AMOUNT EQUAL TO THE PURCHASE PRICE OF SUCH GOODS WHETHER SUCH CLAIMS ARE FOR BREACH OF WARRANTY OR NEGLIGENCE. SELLER'S LIABILITY IS LIMITED AS ABOVE SET FORTH AND THE REMEDY HEREIN PROVIDED FOR THE BUYER IS EXCLUSIVE OF ALL OTHERS.

17. **CLAIMS, DAMAGES, ETC. SELLER SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR COINCIDENTAL DAMAGES OF ANY KIND WHATSOEVER, WHETHER GROWING OUT OF THE USE, INABILITY TO USE, FAILURE OF DEFECTS IN, THE CONDITIONS OF, DELAY IN DELIVERY, NONDELIVERY, OR OTHERWISE, OF THE ITEMS COVERED HEREBY.** Buyer assumes all risk and responsibility for the use of products covered hereby and for the results obtained by any such use and agrees to hold Seller harmless from any liability arising out so such use by Buyer or by any subsequent purchaser from Buyer. In no event shall any claim made by buyer be greater than the purchase price of the particular item in respect of which damages are claimed.
18. **ARBITRATION:** Any controversy or claim arising out of or relating to this contract. Or the breach thereof shall be settled by arbitration In accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.
19. **ATTORNEY'S FEES:** In the event Seller shall be required to obtain the service of any attorney at law, to enforce the terms of this contract and agreement, or recover any amounts due it thereunder, or any damages by reason of any act of conduct or any failure or omission on the part of the Buyer, the Buyer agrees to pay the reasonable fees of Seller's said attorney.
20. **GENERAL PROVISIONS:** Any cause of action arising from this agreement, or breach of it, must be commenced within one year after the cause of action occurs. No waiver of any right will be effective against Seller unless supported by consideration and expressly stated in the writing signed by the Seller. The failure of Seller to enforce any right will not be construed as a waiver of Seller's right to performance in the future. Buyer may not assign any rights to, or delegate any performance owed under the agreement without the written consent of Seller. Seller shall have the right to credit toward the payment of any monies that may become due to Seller hereunder, and any sums which may now or hereafter be owed to Buyer from Seller.