

CITY OF BLOOMINGTON

2024 - 019

**AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER AS A POTABLE WATER SUPPLY
BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER
METHOD**

**Adopted by the City Council
of the City of Bloomington
on April 8, 2024**

Published in pamphlet form by authority of the City Council of the
City of Bloomington, McLean County, Illinois, on April 15th2024.

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)


CERTIFICATE

I, Leslie Smith-Yocum, certify that I am the duly appointed and qualified municipal clerk of the City of Bloomington, County of McLean, Illinois.


I further certify that on the Corporate Authorities of the above municipality passed and approved Ordinance No. 2024 - 019, entitled, an Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or by Any Other Method, which provided by its terms that it should be published in pamphlet form.

The pamphlet form of this Ordinance, including the Ordinance and cover sheet thereof, was prepared, and a copy of the Ordinance was posted in the municipal building, commencing on April 15 2024, and continuing for at least ten days thereafter. Copies of the Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at Bloomington, Illinois, on 04/ 15/2024



Leslie Smith-Yocum
City Clerk



ORDINANCE NUMBER 2024-019

AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD

WHEREAS, certain properties in the City of Bloomington, Illinois have been used over a period of time for commercial/industrial purposes; and

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the City may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier 1 remediation objectives as set forth in 35 Illinois Administrative Code 742; and

WHEREAS, the City of Bloomington desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS:

SECTION ONE: Use of groundwater as a potable water supply prohibited.

The use or attempted use of groundwater as a potable water supply by the installation or drilling of wells or by any other method, including at points of withdrawal by the City of Bloomington, is hereby prohibited for the properties identified by the following Parcel Identification Numbers, and within a portion of the rights of way of North Clinton Street and Douglas Street, as shown on Exhibit A and described in Exhibit B, which are attached hereto and incorporated herein by reference.

21-04-279-013 21-04-279-014 21-04-282-001 21-04-282-003

SECTION TWO: Penalties.

Any person violating the provisions of this ordinance shall be subject to a fine of up to \$1000 for each violation.

SECTION THREE: Definitions.

“Person” is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

“Potable water” is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

SECTION FOUR: Repealer.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they are in conflict with this ordinance.

SECTION FIVE: Severability.

If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudged invalid.

SECTION SIX: Effective date.

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

ADOPTED: April 8, 2024
(Date)

APPROVED: April 9, 2024
(Date)

CITY OF BLOOMINGTON

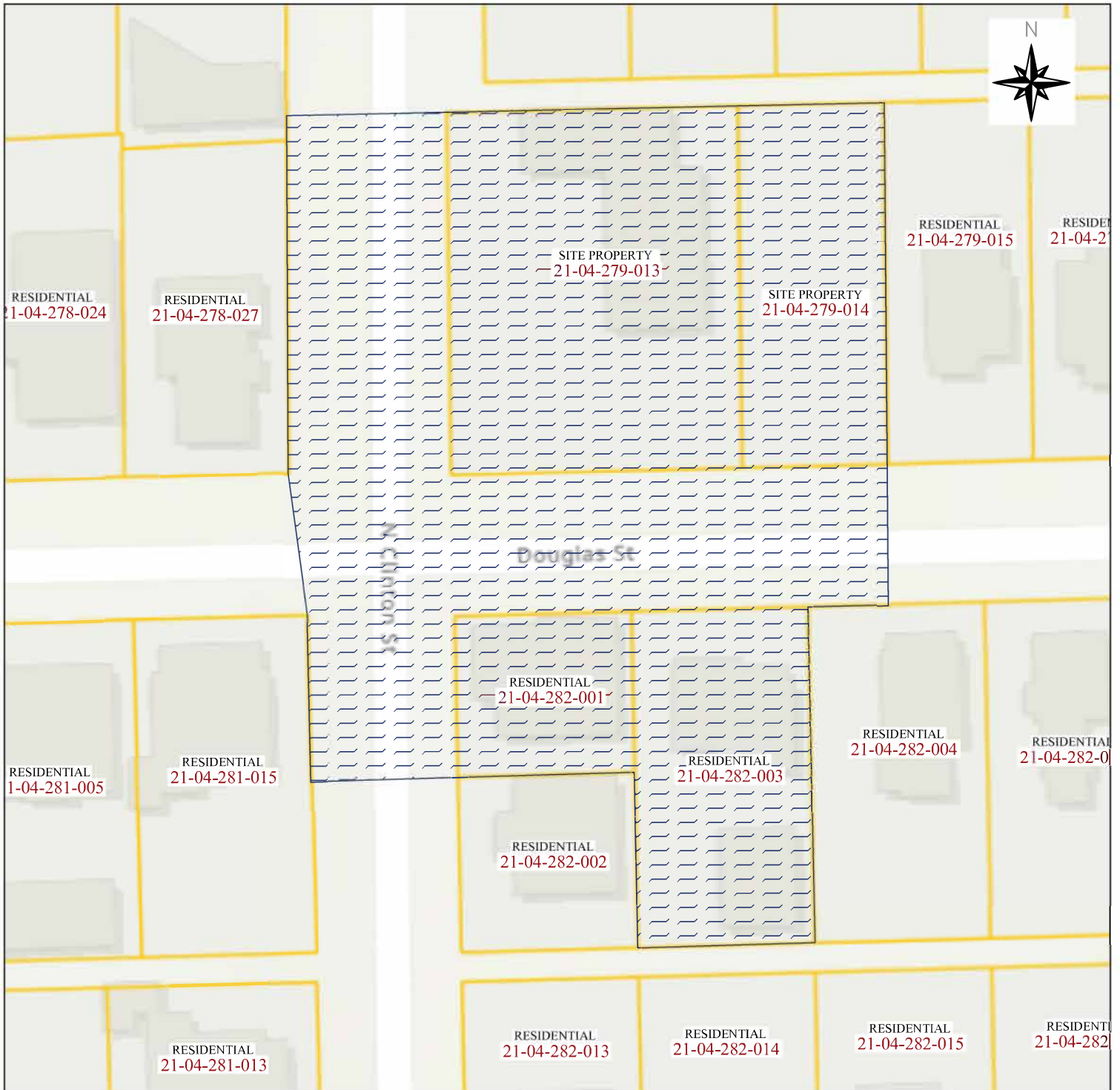
Mboka Mwilambwe
Mboka Mwilambwe, Mayor

ATTEST


Leslie Yocum
Leslie Yocum, City Clerk





Officially published this 15th day of April, 2024.




LEGEND

 PROJECT PROPERTY LINE

 PROPERTY LINE

 PROPOSED GROUNDWATER ORDINANCE AREA

 21-04-279-020 PROPERTY PIN NUMBERS



1" = 50'


	GROUNDWATER ORDINANCE - CITY OF BLOOMINGTON		PREPARED COLLETTE	DATE 12/2023
	SHANNON PANKEY		DRAWN BETTENHAUSEN	DATE 12/2023
601 N CLINTON ST BLOOMINGTON, IL 61701		APPROVED WIENHOFF	DATE 12/2023	
4440 ASH GROVE DRIVE, Suite A Springfield, IL 62711 (217-726-7569)	INCIDENT NO. 2000-0434	FILE NAME SHANNON PANKEY - SAF	PROJECT NO. 452	EXHIBIT A

EXHIBIT B

The following parcel numbers:

- 21-04-279-013 – 601 North Clinton Street, Bloomington, IL 61701
- 21-04-279-014 – 804 Douglas Street, Bloomington, IL 61701
- 21-04-282-001 – 509 North Clinton Street, Bloomington, IL 61701
- 21-04-282-003 – 803 Douglas Street, Bloomington, IL 61701

HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this 15th day of April, 2024 pursuant to 35 Ill. Adm. Code 742.1020 by and between the (1) Shannon Pankey ("Owner/Operator") and (2) City of Bloomington, Illinois ("Highway Authority"), collectively known as the "Parties."

WHEREAS, Shannon Pankey is the owner or operator of one or more leaking underground storage tanks presently or formerly located at 601 North Clinton Street, Bloomington, Illinois 61701 ("the Site");

WHEREAS, as a result of one or more releases of contaminants from the above referenced underground storage tanks ("the Release(s)"), soil and/or groundwater contamination at the Site exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742;

WHEREAS, the soil and/or groundwater contamination exceeding Tier 1 residential remediation objectives extends or may extend into the Highway Authority's right-of-way;

WHEREAS, the Owner/Operator is conducting corrective action in response to the Release(s);

WHEREAS, the Parties desire to prevent groundwater beneath the Highway Authority's right-of-way that exceeds Tier 1 remediation objectives from use as a supply of potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objectives so that human health and the environment are protected during and after any access;

NOW, THEREFORE, the Parties agree as follows:

1. The recitals set forth above are incorporated by reference as if fully set forth herein.
2. The Illinois Emergency Management Agency has assigned incident number(s) 20000434 to the Release(s).
3. Attached as **Exhibit A** is a scaled map(s) prepared by the Owner/Operator that shows the Site and surrounding area and delineates the current and estimated future extent of soil and groundwater contamination above the applicable Tier 1 residential remediation objectives as a result of the Release(s).
4. Attached as **Exhibit B** is a table(s) prepared by the Owner/Operator that lists each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective and its concentrations within the zone where Tier 1 residential remediation objectives are exceeded. The locations of the concentrations listed in **Exhibit B** are identified on the map(s) in **Exhibit A**.
5. Attached as **Exhibit C** is a scaled map prepared by the Owner/Operator showing the area of the Highway Authority's right-of-way that is governed by this agreement ("Right-of-Way"). Because **Exhibit C** is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.
6. The Highway Authority stipulates it has jurisdiction over the Right-of-Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.
7. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.

8. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under permit have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and make all existing permits for work in the Right-of-Way, subject to the following or a substantially similar condition:

As a condition of this permit the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

9. This agreement shall be referenced in the Agency's no further remediation determination issued for the Release(s).
10. The Agency shall be notified of any transfer of jurisdiction over the Right-of-Way at least 30 days prior to the date the transfer takes effect. This agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this agreement as if the transferee were an original party to this agreement. The transferee's agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this Highway Authority Agreement and is signed by the Highway Authority, or subsequent transferor, and the transferee.
11. This agreement shall become effective on the date the Agency issues a no further remediation determination for the Release(s). It shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer a need for this agreement, or until the agreement is otherwise terminated or voided.
12. In addition to any other remedies that may be available, the Agency may bring suit to enforce the terms of this agreement or may, in its sole discretion, declare this agreement null and void if any of the Parties or any transferee violates any term of this agreement. The Parties or transferee shall be notified in writing of any such declaration.
13. This agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the agreement.
14. This agreement supercedes any prior written or oral agreements or understandings between the Parties on the subject matter addressed herein. It may be altered, modified or amended only upon the written consent and agreement of the Parties.

15. Any notices or other correspondence regarding this agreement shall be sent to the Parties at following addresses:

Manager, Division of Remediation Management
Bureau of Land
Illinois Environmental Protection Agency
P.O. Box 19276
Springfield, IL 62974-9276

Owner/Operator
Shannon Pankey
601 North Clinton Street
Bloomington, IL 61701


City of Bloomington
Department of Public Works
Attn: Director of Public Works
109 East Olive Street
Bloomington, IL 61702

City of Bloomington
Legal Department
Attn: Corporation Counsel
115 East Washington Street, Suite 403
Bloomington, IL 61701


IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

CITY OF BLOOMINGTON

Date: 4/13/2024 | 3:52 PM CDT

By: 

Its: City Manager

ATTEST: 

City Clerk



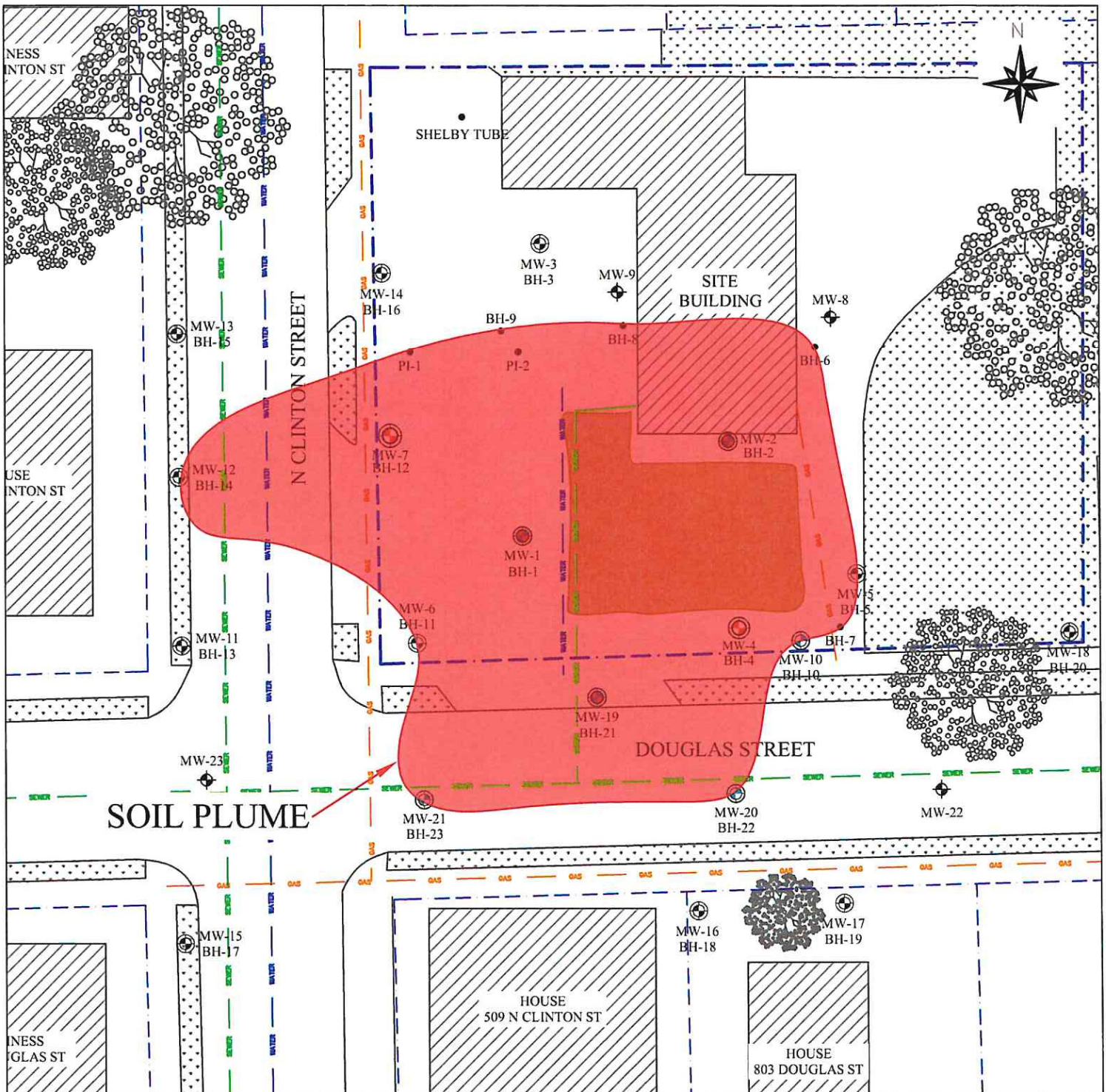
OWNER/OPERATOR
SHANNON PANKEY

Date: _____

By: 

**FIGURES FOR EXHIBIT A
CITY OF BLOOMINGTON
HIGHWAY AUTHORITY AGREEMENT**

SHANNON PANKEY
601 North Clinton Street
Bloomington, Illinois



SOIL PLUME

LEGEND

--- PROJECT PROPERTY LINE
 --- PROPERTY LINE

- CONFIRMATION SAMPLE LOCATION
 (● IMPACTED ABOVE TACO TIER 1 SRO'S)
- SOIL BORING SAMPLE LOCATION
 (● IMPACTED ABOVE TACO TIER 1 SRO'S)

- ⊕ SOIL BORING/MONITORING WELL LOCATION
 (⊕ IMPACTED ABOVE TACO TIER 1 SRO'S)
 (⊕ IMPACTED ABOVE TACO TIER 1 GRO'S)
- ⊕ SOIL BORING/MONITORING WELL LOCATION

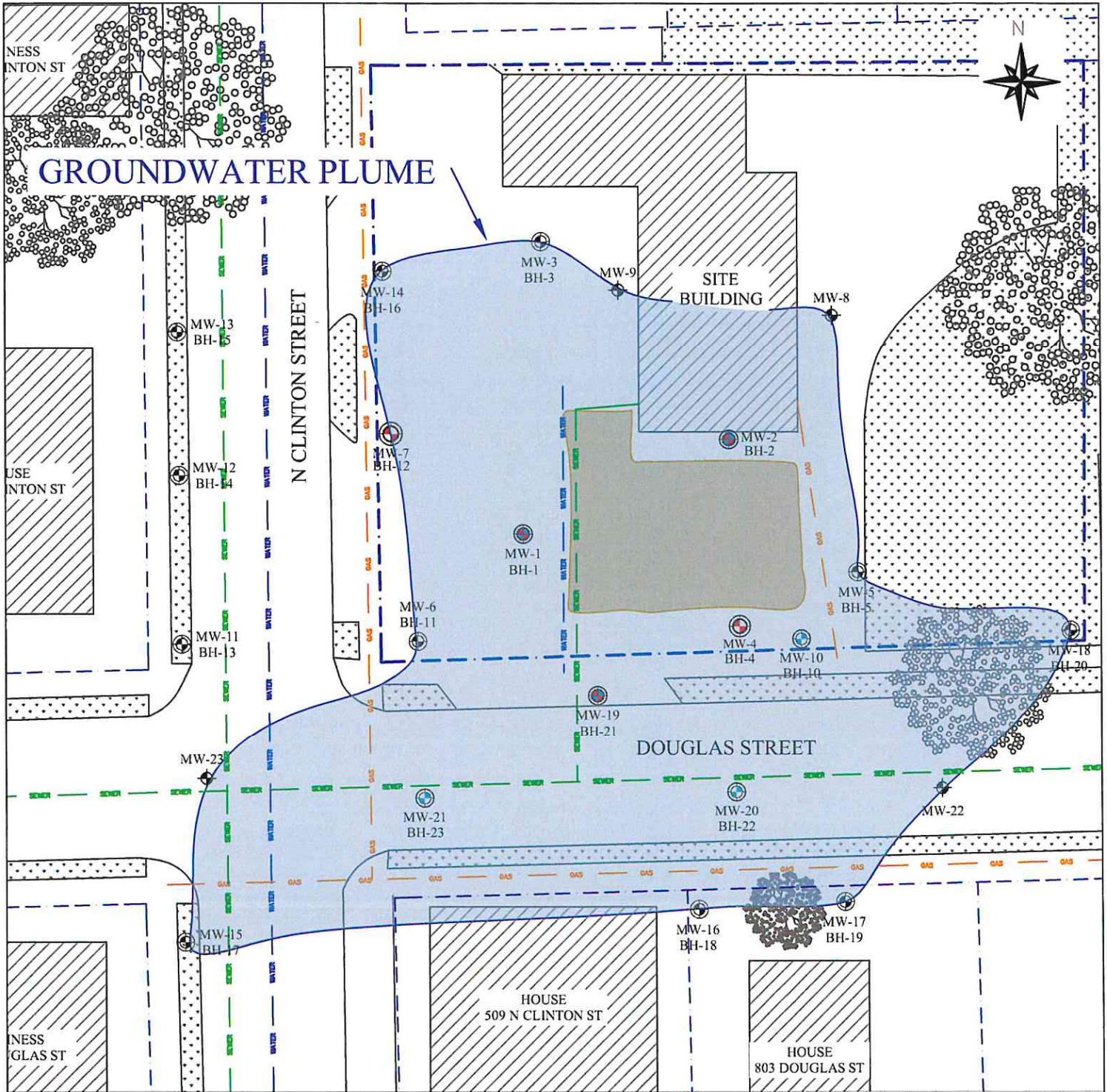


1" = 30'

GWC
GREEN WAVE CONSULTING, LLC
 4440 ASH GROVE DRIVE, Suite A
 Springfield, IL 62711 (217-726-7569)

SOIL PLUME MAP	
SHANNON PANKEY	
601 N CLINTON ST	BLOOMINGTON, IL 61701
INCIDENT NO. 2000-0434	FILE NAME SHANNON PANKEY - SAF

PREPARED COLLETTE	DATE 12/2023
DRAWN BETTENHAUSEN	DATE 12/2023
APPROVED WIENHOFF	DATE 12/2023
PROJECT NO. 452	FIGURE A-1



LEGEND

- PROJECT PROPERTY LINE
- PROPERTY LINE
- CONFIRMATION SAMPLE LOCATION
(IMPACTED ABOVE TACO TIER 1 SRO'S)
- SOIL BORING SAMPLE LOCATION
(IMPACTED ABOVE TACO TIER 1 SRO'S)

- SOIL BORING/MONITORING WELL LOCATION
(IMPACTED ABOVE TACO TIER 1 SRO'S)
- SOIL BORING/MONITORING WELL LOCATION
(IMPACTED ABOVE TACO TIER 1 GRO'S)



1" = 30'

GWC
GREEN WAVE CONSULTING, LLC
4440 ASH GROVE DRIVE, Suite A
Springfield, IL 62711 (217-726-7569)

GROUNDWATER PLUME MAP

SHANNON PANKEY

601 N CLINTON ST BLOOMINGTON, IL 61701

INCIDENT NO.
2000-0434

FILE NAME
SHANNON PANKEY - SAF

PREPARED COLLETTE	DATE 12/2023
DRAWN BETTENHAUSEN	DATE 12/2023
APPROVED WIENHOFF	DATE 12/2023
PROJECT NO. 452	FIGURE A-2

**TABLES FOR EXHIBIT B
CITY OF BLOOMINGTON
HIGHWAY AUTHORITY AGREEMENT**

SHANNON PANKEY
601 North Clinton Street
Bloomington, Illinois

TABLE I : Soil Analytical Table

Shannon Pankey
 (Former Brock Oil Company)
 Bloomington, IL
 Incident #20000434

Sample ID	Depth	Date	Benzene	Toluene	Ethylbenzene	Total Xylenes
TACO Tier 1 Remediation Objectives			0.03	12	13	5.6
W-1	Wall	05/10/2000	0.020	0.009	0.234	0.168
W-2	Wall		ND	ND	ND	ND
W-3	Wall		0.003	0.003	ND	ND
W-4	Wall		0.949	0.426	52.2	48.5
W-5	Wall		1.09	0.062	5.14	2.98
F-1	Floor		0.183	ND	ND	ND
F-2	Floor		1.65	0.044	0.464	0.573
PI-1	Pump Is.		0.036	0.010	0.007	0.036
PI-2	Pump Is.		ND	ND	ND	ND
W-6	Wall	5/11/2000	0.252	0.023	0.247	0.392
W-7	Wall		0.113	0.252	0.084	0.706
BH-1A	4'-4.5'	1/3/2001	0.009	ND	0.095	0.043
BH-1B	9'-9.5'		0.102	0.036	39.0	11.4
BH-2A	4'-4.5'		ND	ND	ND	ND
BH-2B	9'-9.5'		0.605	0.036	5.56	18.3
BH-3	9'-9.5'		ND	ND	ND	ND
BH-4A	4'-4.5'		0.037	0.003	0.003	0.015
BH-4B	9'-9.5'		1.45	0.154	0.198	1.10
BH-5	9'-9.5'		ND	ND	ND	ND
BH-6	9'-9.5'		ND	ND	ND	ND
BH-7	9'-9.5'	1/16/2001	ND	ND	ND	ND
BH-8	7.5'-8'		0.003	ND	ND	ND
BH-9	7.5'-9'		ND	ND	ND	ND
BH-10A	4.5'-5'	4/18/2001	ND	ND	ND	ND
BH-10B	8.5'-9'		0.004	ND	0.003	0.017
BH-11A	4'-4.5'		ND	ND	ND	ND
BH-11B	7'-7.5'		ND	ND	ND	ND
BH-12A	4'-4.5'		0.039	0.005	0.053	0.032
BH-12B	6.5'-7.5'		2.19	18.0	30.7	104
BH-13A	4.5'	8/28/2001	ND	ND	ND	ND
BH-13B	9'		ND	ND	ND	ND
BH-14A	4.5'		ND	ND	ND	ND
BH-14B	9'		ND	ND	ND	ND
BH-15A	4.5'		ND	ND	ND	ND
BH-15B	9'		ND	ND	ND	ND
BH-16A	4'	11/01/2001	ND	0.002	ND	ND
BH-16B	9'		ND	ND	ND	ND
BH-17A	4'		ND	ND	ND	ND
BH-17B	9'		ND	ND	ND	ND
BH-18A	4'		ND	ND	ND	ND
BH-18B	9'		ND	ND	ND	ND
BH-19A	4'	12/13/2001	ND	ND	ND	ND
BH-19B	9'		ND	ND	ND	ND
BH-20A	4'		ND	ND	ND	ND
BH-20B	9'		ND	ND	ND	ND
BH-21A	4'		0.210	ND	0.083	ND
BH-21B	9'		0.140	0.0078	0.010	0.095
BH-22A	4'	07/16/2002	0.0022	ND	0.0020	0.0043
BH-22B	7.5'		0.0033	ND	0.0014	0.0023
BH-23A	4'		0.0035	0.0054	0.0018	0.0043
BH-23B	8'		0.021	ND	0.021	ND

Notes:

All results are presented in mg/kg.

Bold /Underlined values indicate exceedance of TACO Tier 1 Objectives.

ND = Below Acceptable Detection Limits

TABLE II: Groundwater Analytical Table

Shannon Pankey
(Former Brock Oil Company)
Bloomington, IL
Incident #20000434

Sample ID	Date	Benzene	Toluene	Ethylbenzene	Total Xylenes
TACO Class I Tier 1 Groundwater Remediation Objectives		0.005	1.0	0.7	10
MW-1	01/16/2001	0.105	0.011	0.145	0.740
MW-2		4.99	0.450	2.80	3.73
MW-3		0.004	ND	ND	ND
MW-4		0.753	0.019	0.019	0.044
MW-5		ND	ND	ND	ND
MW-6	4/19/2001	0.117	ND	ND	ND
MW-7		6.37	54.1	5.35	25.2
MW-8		ND	0.004	ND	0.008
MW-9		ND	ND	ND	ND
MW-10		0.779	0.029	0.012	0.173
MW-11	09/17/2001	ND	ND	ND	ND
MW-12		ND	ND	ND	ND
MW-13		ND	ND	ND	ND
MW-14	11/14/2001	ND	ND	ND	ND
MW-15		ND	ND	ND	ND
MW-16		ND	ND	ND	ND
MW-17	12/14/2001	ND	ND	ND	ND
MW-18		ND	ND	ND	ND
MW-19	06/04/2002	0.66	ND	0.064	0.10
MW-20	07/17/2002	0.22	ND	0.35	0.049
MW-21		0.22	ND	ND	ND
MW-22	10/03/2002	ND	ND	ND	ND
MW-23		0.0034	ND	ND	ND
MW-4	11/13/2023	ND	ND	ND	ND
MW-7		0.0046	0.0061	ND	0.0050

Notes:

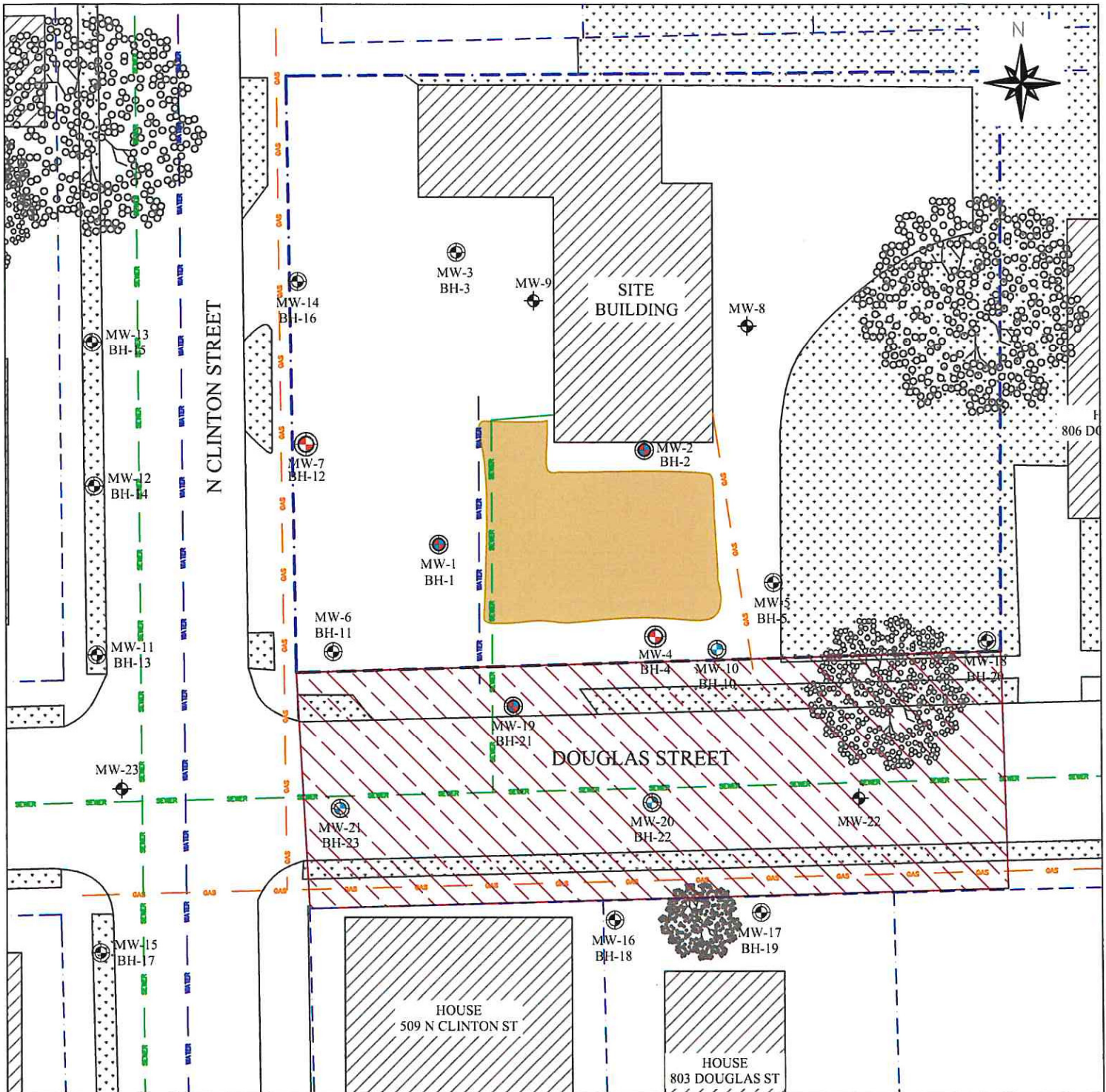
All results are presented in mg/L.

Bold /Underlined values indicate exceedance of TACO Tier 1 Objectives.








ND = Below Acceptable Detection Limits

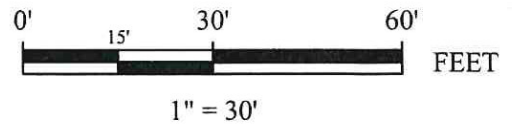
**FIGURE FOR EXHIBIT C
CITY OF BLOOMINGTON
HIGHWAY AUTHORITY AGREEMENT**

SHANNON PANKEY
601 North Clinton Street
Bloomington, Illinois



LEGEND

-  PROJECT PROPERTY LINE
-  PROPERTY LINE
-  SOIL BORING/MONITORING WELL LOCATION
-  IMPACTED ABOVE TACO TIER 1 SRO'S
-  IMPACTED ABOVE TACO TIER 1 GRO'S
-  SOIL BORING/MONITORING WELL LOCATION
-  PROPOSED AREA OF CITY OF BLOOMINGTON HIGHWAY AUTHORITY AGREEMENT




GWC
GREEN WAVE CONSULTING, LLC
4440 ASH GROVE DRIVE, Suite A
Springfield, IL 62711 (217-726-7569)

HAA - CITY OF BLOOMINGTON		PREPARED COLLETTE	DATE 12/2023
SHANNON PANKEY		DRAWN BETTENHAUSEN	DATE 12/2023
601 N CLINTON ST BLOOMINGTON, IL 61701		APPROVED WIENHOFF	DATE 12/2023
INCIDENT NO. 2000-0434	FILE NAME SHANNON PANKEY - SAF	PROJECT NO. 452	FIGURE C

PREPARED COLLETTE	DATE 12/2023
DRAWN BETTENHAUSEN	DATE 12/2023
APPROVED WIENHOFF	DATE 12/2023
PROJECT NO. 452	FIGURE C

Supplemental to Highway Authority Agreement at 601 N Clinton

**CITY OF BLOOMINGTON
SUPPLEMENTAL HIGHWAY AUTHORITY AGREEMENT**

THIS AGREEMENT, dated this 15th day of April, 2024, is between the City of Bloomington (hereinafter “City”) and Shannon Pankey (hereinafter “Company”).

WHEREAS, the City is willing to approve a Highway Authority Agreement with Company contingent upon the parties entering into this supplemental agreement to address certain cost allocation and liability;

WHEREAS, the City finds it necessary to put this Supplemental Highway Authority Agreement into place to ensure the best interests of the City are protected.

NOW THEREFORE, the parties agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

Section 2. City Work in ROW / Reimbursement. Company agrees that City has the unfettered right to construct, reconstruct, repair or maintain and operate in its right-of-way and upon the property identified in the Highway Authority Agreement or to allow others to do the same. In furtherance therefore, the City reserves the right to identify, investigate, and remove contaminated soil and/or groundwater above Tier 1 residential remediation objectives from the right-of-way identified in the Highway Authority Agreement and to dispose of them as it deems appropriate in accordance with applicable environmental regulations so as to avoid causing a further release of the contaminants and to protect human health and the environment. The Company shall reimburse the actual costs incurred by the City or others in so identifying, investigating, removing, storing, handling or disposing of contaminated soil and/or groundwater, and it shall not be a defense for Company that those costs were not consistent with or required by Illinois Pollution Control Board or United States Environmental Protection Agency regulations, guidelines or policies. Prior to incurring any such costs, and unless there is an urgent reason otherwise, the City shall first give Company thirty days-notice and an opportunity to remove or dispose of contaminated soil and/or groundwater, at Company’s cost, to the extent necessary for the City’s work. Such removal and disposal shall be in accordance with all applicable laws and regulations. Failure to give this opportunity to Company shall not be a defense to a claim for reimbursement or that the work should not have been done. There is a rebuttable presumption that the contamination found in the right-of-way, as described in Exhibit B to the Highway Authority Agreement, arose from the release of contaminants at the Site.

Section 3. Indemnification. Company shall indemnify and hold harmless the City, and other highway authorities, if any, maintaining the highway Right-of-Way, and the City’s agents, contractors or employees (“Highway Authority parties”) from and against any losses, liabilities, damages, claims, judgments and actions (including attorney’s fees and court costs), directly or indirectly arising out of or in connection with the Releases and/or other contaminants from the right of way described in Exhibit C to the Highway Agreement (“Claims”), regardless whether said Claims were caused by the negligence, but not the gross negligence, of the City or other Highway Authority parties, and regardless of whether said Claims relate to events allegedly caused before or after the effective date of the Highway Agreement and/or this Supplemental Agreement. In addition, Company shall indemnify and hold harmless the City from and against any losses, liabilities, damages, claims, judgments and actions (including attorney’s fees and court costs) directly or indirectly arising as result of the Highway Agreement and/or this Supplemental

this Supplemental Agreement brought by any persons to whom the City has granted a permit or franchise prior to the date of this Agreement.

Section 4. Binding Effect. This Supplemental Agreement shall run with the land and be binding upon all assigns and successors in interest to the Owner/Operator of the Site. The Owner/Operator shall cause copies of this agreement and the executed Highway Authority Agreement to be recorded in the office of the McLean County Recorder of Deeds in the chain of title for the Site within 30 days of execution.

Section 5. Severability. If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

Section 6. Survival. Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Section 7. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 8. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

Section 9. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 10. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 11. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY
By: *[Signature]*
Its City Manager

SHANNON PANKEY
By: *[Signature]*
Its _____

ATTEST:
By: *[Signature]*
City Clerk



By: _____
Its _____