

CITY OF LINCOLN REGULAR CITY COUNCIL MEETING

AGENDA

OCTOBER 19, 2015

7:00 P.M.

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Public Participation

A. Swearing in of Police Sergeant Miles Craig

5. Consent Agenda By Omnibus Vote

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

A. Payment of Bills

B. Approval of the minutes for April 29, 2014 and March 10, 2015 Committee of Whole Meetings and September 8, 2015 Regular City Council Meeting

C. Approval of request from Logan County Alliance to close various City streets for the Christmas Parade on Thursday, December 3, 2015 beginning at 6:30 pm and continuing through the conclusion of the parade

D. Approval of request from Don and Janice Sielaff to close 10th Street from Chestnut Street to Union Street on Saturday, October 31, 2015 from 4:30 pm to 8:00 pm for a block party at 145 10th Street

E. Approval of petition from Pizza Hut to hold a "road block" at the intersection of Broadway and N. McLean Streets on Wednesday, October 21, 2015 and Wednesday, November 4, 2015 to solicit donations for World Hunger from 8:00 am to 4:00 pm

F. Approval of "Trick or Treat" hours on Saturday, October 31, 2015 from 5:00 pm to 8:00 pm

6. Ordinances and Resolutions

A. Ordinance establishing an Enterprise Zone within the City of Lincoln

7. Bids

8. Reports

A. City Treasurer Report for September, 2015

B. City Clerk Report for September, 2015

C. Department Head Reports for September, 2015

9. New Business/Communications

A. Approval of supplements to contract with Hanson Engineering for engineering services for the 5th Street road project in an amount not to exceed \$91,067.20

B. Approval of agreement with the Farnsworth Group for design and engineering work for the replacement of the Jefferson Street Bridge in an amount not to exceed \$58,000.00

C. Approval of revised Snow and Ice Control Plan for 2015-2016

D. Rejection of bid from Illinois Civil Contractors, Inc. in the amount of \$574,160.20 for work on the Library Parking Lot

E. Approval of the promotion of Police Corporal Miles Craig to Sergeant

10. Possible Executive Session

11. 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.

Lincoln, Illinois
City Council Committee of the Whole Meeting
April 29, 2014
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Minutes of the City of Lincoln City Council Committee of the Whole Meeting held in the Council Chambers on Tuesday, April 29, 2014.

Those present were Alderman Anderson, Alderman Bauer, Alderman Horn, Alderman Neitzel, Alderman O'Donohue, and Alderman Tibbs. Also present were Street Superintendent Mr. Landers, Safety and Building Officer Mr. Lebegue, Fire Chief Miller, American Water/EMC Mgr. Mr. Ferguson, and Police Chief Greenslate. Also present were City Clerk Mrs. Gehlbach, Mayor Snyder, City Attorney Mr. Blinn Bates, City Treasurer Mr. Conzo, City Administrator Ms. McLaughlin, and Recording Secretary Mrs. Riggs.

Mayor Snyder called the meeting to order at 7:00 p.m. City Clerk Mrs. Gehlbach called the roll call. There were six Aldermen present (Alderman Anderson, Alderman Bauer, Alderman Horn, Alderman Neitzel, Alderman O'Donohue, and Alderman Tibbs), and two absent (Alderman Cooper and Alderman Hoinacki).

Mayor Snyder led the Pledge of Allegiance.

Electrical Aggregation Presentations:

Stone River Group

Mr. Don Frontone was present to discuss municipal aggregation. He stated that he lives in Lincoln and represents the Stone River Group. He suggested waiting until the fall to begin looking at aggregation. He suggested the City of Lincoln going with a long term strategy.

Illinois Community Choice Aggregation Network (ICCAN)

Mr. Mark Pruitt and Mr. Steve Smith presented a review of the aggregation for the City of Lincoln. Mr. Pruitt suggested the City of Lincoln begin looking at the aggregation by mid-May. The new Ameren prices should be available by May 9, 2014. The pricing would be better if the communities work as a group again. ICCAN is not aligned with any suppliers. ICCAN has met with New Holland, Mt. Pulaski, Emden, and Atlanta. They have not heard from Logan County yet and a meeting with Emden will be held on Monday.

Alderman Neitzel thought aggregation was beneficial to the City of Lincoln and the residents. Alderman Anderson, Alderman Neitzel and Alderman O'Donohue felt the City of Lincoln should go out for bids. Mayor Snyder thought the process worked well the last time. Alderman O'Donohue and Alderman Anderson felt the City of Lincoln should stay with the same group. Mayor Snyder said his recommendation was with ICCAN as well.

This was placed on the agenda for Monday, May 5, 2015.

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Proposed Springfield ordinance addressing gambling parlors:

Mayor Snyder said this deals with a liquor license question about video gambling. Springfield, Illinois has a number of gambling parlors. This was just for discussion only.

Special Use Amendment for 401 Delavan Street to allow outdoor display and commercial sale of burial monuments

Mr. Lebegue provided a memo to everyone a Special Use Amendment. He said Mr. Peasley is looking to place the outdoor display on the Southwest corner of the building which constitutes the front yard. This would be a convenience to be able to show potential clients what monuments Peasley Funeral Home has to offer. He has received one call that was not in favor but he received two calls that were in favor. There is nothing in the City of Lincoln's code to handle this. The Planning Commission vote was six yeas and two nays and the use was granted.

Alderman Tibbs said she would be voting no.

This will be placed on the Consent Agenda for Monday, May 5, 2014.

Demolition bids:
1622 Broadway

Mr. Lebegue said this property was condemned three years ago. The home is not fit to live in. Harold Goodman has turned in a bid for \$5,700.00 and Jim Moody has turned in a bid of \$4,600.00.

This will be placed on the Consent Agenda for Monday, May 5, 2014.

Extraterritorial jurisdiction waiver recall:

Mr. Lebegue said the Planning Commission discussed this in 2012. This would give the Planning Commission jurisdiction to review new subdivisions within 1 ½ miles. Mr. D'Andrea came to the City wanting to give this back to the City of Lincoln. Mr. Lebegue said the City has stricter rules than the County and the City should have this.

This will be placed on the agenda for Monday, May 5, 2014.

Depot Acquisition IGA:

Mayor Snyder said this is for the Depot Acquisition with a \$600,000.00 purchase price and \$75,000.00 for the relocation.

This will be placed on the Agenda for Monday, May 5, 2014.

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Code Hearing Officer RFP Results:

Ms. McLaughlin said they had five applicants for the Code Hearing Officer. The choice for Code Hearing Officer was Attorney Edward Schoenbaum of Springfield, Illinois. He is in good standing with the Illinois Bar Association. His hourly rate is \$100.00 per hour and his costs will be \$10/day travel and \$75.00 for consulting.

This will be on the agenda for Monday, May 5, 2014.

Woods & Bates Contract:

Ms. McLaughlin said this contract has a 3% increase. It was placed on the agenda for Monday, May 5, 2014.

Fire and Police Commission Stipend:

Ms. McLaughlin said this is the stipend for each meeting of \$25.00.

It was placed on the agenda for Monday, May 4, 2014.

City Administrator Recruitment:

Mayor Snyder said he received information from three companies (GovHRUSA, The Mercer Group, and Slavin Mgt. Consultants). Alderman Anderson said in looking start to finish on the time tables she thought The Mercer Group was too long. Mayor Snyder recommended GovHRUSA, as they are the lowest cost.

It was agreed to place on the agenda GovHRUSA on Monday, May 5, 2014.

Designation of property as surplus

Ms. McLaughlin said Street Superintendent Mr. Landers has a list, there is a piece of property, and Mrs. Gehlbach had three items as well.

Other Discussion:

Land Acquisition services \$36,925.00 for Prairie Engineers consulting. This was placed on the agenda for Monday, May 5, 2014.

Alderman Anderson thanked Ms. McLaughlin for her hard work in setting up the office and that tomorrow, April 30, is Ms. McLaughlin's birthday. Mayor Snyder had a plaque for Ms. McLaughlin. Ms. McLaughlin said it had been an honor to serve the City of Lincoln.

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City Council Committee of the Whole Meeting
April 29, 2014
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Upcoming Meetings:

Council: Monday, May 5, 2014 – 7:00 p.m.
Committee of Whole: Tuesday, May 13, 2014 – 7:00 p.m.

Alderman Anderson moved to go into Executive Session pursuant to 5 ILCS 120/2(c)(1) personnel and 5 ILCS 120/2(c)(21) executive session minutes and Alderman Horn seconded it. City Clerk Mrs. Gehlbach called the roll call. There were six yeas (Alderman Anderson, Alderman Bauer, Alderman Horn, Alderman Neitzel, Alderman O'Donohue, and Alderman Tibbs) zero nays, and two absent (Alderman Cooper and Alderman Hoinacki); motion carried. The meeting adjourned to Executive Session at 8:40 p.m.

The meeting returned to regular Session at 9:05 p.m. City Clerk Mrs. Gehlbach called the roll. There were six Aldermen present (Alderman Anderson, Alderman Bauer, Alderman Horn, Alderman Neitzel, Alderman O'Donohue, and Alderman Tibbs), and two absent (Alderman Cooper and Alderman Hoinacki). Also present were Mayor Snyder, City Treasurer Mr. Conzo, City Attorney Mr. Blinn Bates, City Clerk Mrs. Gehlbach, City Administrator Ms. McLaughlin, and Recording Secretary Mrs. Riggs.

Alderman Neitzel made a motion to adjourn the meeting and Alderman Tibbs seconded it. There were six yeas (Alderman Anderson, Alderman Bauer, Alderman Horn, Alderman Neitzel, Alderman O'Donohue, and Alderman Tibbs) zero nays, and two absent (Alderman Cooper and Alderman Hoinacki); motion carried.

The City of Lincoln Committee of the Whole Meeting adjourned at 9:05 p.m.

Respectfully submitted,

Risa Riggs
Recording Secretary

Lincoln, Illinois
City Council Committee of the Whole Meeting
March 10, 2015
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Minutes of the City of Lincoln City Council Committee of the Whole Meeting held in the Council Chambers on Tuesday, March 10, 2015.

Those present were Alderman Bauer, Alderman Cooper, Alderman Hoinacki, Alderman Horn, Alderman Mourning, Alderman Neitzel, and Alderman Tibbs. Also present were Street Department Superintendent Mr. Landers, Fire Chief Miller, Building and Safety Officer Mr. Lebegue, EMC/American Water Manager Mr. Ferguson, and Police Chief Greenslate. Also present were Mayor Snyder, City Clerk Mrs. Gehlbach, City Attorney Mr. Blinn Bates, City Administrator Mr. Johnson, City Treasurer Mr. Conzo, and Recording Secretary Mrs. Riggs.

Mayor Snyder called the meeting to order at 7:00 p.m. There were seven Aldermen present (Alderman Bauer, Alderman Cooper, Alderman Hoinacki, Alderman Horn, Alderman Mourning, Alderman Neitzel and Alderman Tibbs) and one absent (Alderman Parrot).

Mayor Snyder led the Pledge of Allegiance.

Public Participation:

There was no public participation.

Request for Temporary Street Closures for Pigs and Swigs Festival and Arts in the Park made by Logan County Alliance:

City Administrator Mr. Johnson gave the following street closures for Thursday, June 4, 2015 after 4:00 p.m. until Sunday, June 7, 2015 at 6:00 p.m.:

McLean Street from Clinton to alley between Kickapoo and Chicago (beside Gehlbach Marquez Law Office);

Kickapoo from Pekin to Clinton Streets;

Pulaski Street from Hamilton to alley between Kickapoo and Chicago; and

Broadway Street from South side of McLean to alley between Kickapoo and Chicago.

Also being requested are the following:

The closure of Pekin Street from Kickapoo Street to McLean Street from July 17, 2015 at noon to Sunday, July 19, 2015 at 7:00 p.m.

The closure of Latham Place only the side closest to the Park (still room for two-way traffic) from July 18, 2015 at noon to Sunday, July 19, 2015 at 7:00 p.m.

This will be placed on the Consent Agenda for Monday, March 16, 2015.

Ordinance: Regulating Liquor and Video Gaming Parlors:

City Administrator Mr. Johnson said this only allows a business to have the video gaming but the business must sell 60% in other items than the video gaming. Mayor Snyder said there are only 5 gambling machines per liquor license. City Administrator Mr. Johnson said annual receipts

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will have to be produced each year. Alderman Tibbs was not in favor of the video gaming. Alderman Bauer was inclined to move forward with this. Alderman Cooper suggested this be placed on the Regular Agenda, Monday, March 16, 2015.

Ordinance: Amending Ordinance: Vacation of 7th Street Right-of-Way:

City Administrator Mr. Johnson said this new ordinance would need to authorize Mayor Snyder and City Clerk Mrs. Gehlbach to execute any Quit-Claim Deed to the adjoining property owners due to vacation of the street. The recommendation was to approve amending the Ordinance for the 7th Street right of way.

This was placed on the Agenda for Monday, March 16, 2015.

Amending the Membership of the TIF Review Committee:

City Administrator Mr. Johnson said with the new UOC of the Logan County Alliance there are some groups that are no longer in existence and adding the new position with the Logan County Alliance. There would have a 7 member committee instead of the 9 member committee.

Other Discussion:

There was no other discussion.

Executive Session:

2(c) (2) – Collective Bargaining Matters

Alderman Horn moved to go into Executive Session pursuant to 5 ILCS 120/2 (c) (2) collective bargaining and Alderman Neitzel seconded it. City Clerk Mrs. Gehlbach called the roll call. There were seven ayes (Alderman Bauer Alderman Cooper, Alderman Hoinacki, Alderman Horn, Alderman Mourning, Alderman Neitzel, and Alderman Tibbs), zero nays, and one absent (Alderman Parrott); motion carried.

The meeting adjourned to Executive Session at 7:24 p.m.

The meeting returned to regular Session at 8:22 p.m.

There were seven Aldermen present (Alderman Bauer, Alderman Cooper, Alderman Hoinacki, Alderman Horn, Alderman Mourning, Alderman Neitzel, and Alderman Tibbs) and one absent (Alderman Parrott). Also present were Mayor Snyder, City Treasurer Mr. Conzo, City Attorney Mr. Bates, City Clerk Mrs. Gehlbach, and Recording Secretary Mrs. Riggs.

Upcoming Meetings:

Council: Monday, March 16, 2015 – 7:00 p.m.

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Committee of Whole: Tuesday, March 24, 2015 – 7:00 p.m.

Alderman Neitzel made a motion to adjourn the meeting and Alderman Tibbs seconded it. There were seven ayes (Alderman Bauer Alderman Cooper, Alderman Hoinacki, Alderman Horn, Alderman Mourning, Alderman Neitzel, and Alderman Tibbs), zero nays, and one absent (Alderman Parrott); motion carried.

The City of Lincoln Committee of the Whole Meeting adjourned at 8:23 p.m.

Respectfully submitted,

Risa Riggs
Recording Secretary

Minutes of a regular City Council Meeting held in the Council Chambers of City Hall, Lincoln, IL, on Monday, September 8, 2015.

Mayor Pro Tem called the regular City Council Meeting to order at 7:00 p.m.

City Clerk Mrs. Gehlbach called the roll. There were six Aldermen present (Alderman Bauer, Alderman Hoinacki, Alderman Horn, Alderman Mourning, Alderman Neitzel, and Alderman Tibbs), one seat vacant and one absent (Alderman Parrott). Also present were Street & Alley Superintendent Mr. Landers, EMC/American Water Manager Mr. Ferguson, Fire Chief Miller, Safety and Building Officer Mr. Lebegue, and Police Chief Adams. Also present were City Treasurer Mr. Conzo, City Clerk Mrs. Gehlbach, and Recording Secretary Mrs. Riggs.

Mayor Pro Tem Neitzel led The Pledge of Allegiance.

Public Participation:

Recognition of Larry Schaub for 35 years of service

Street Superintendent Mr. Landers presented Mr. Schaub with a plaque in recognition of 35 years of service.

Quarterly presentation by Logan County Alliance

Andi Hake thanked the City of Lincoln for bringing in the Darth Vader balloon. This was the largest Balloon Fest in the history of the Balloon Fest. The Logan County Alliance has formed a workforce development committee. The downtown businesses have a committee formed and are meeting at least monthly. The Logan County Alliance has been working with the SCORE chapter from Springfield. The Logan County Alliance is working on incentives to bring people downtown. The Logan County Alliance is working on the Enterprise Zone renewal application. The Econo Lodge was purchased by someone local. The Crossroads Hotel has been purchased but the owner is unknown. Nicole Cox is now the Chamber Director.

Maggie McMurtrey, Tourism Director, is currently learning about graphic design. Two tourism billboards have been placed with one coming from the South and the other one coming from the North. Tourism is now open on the weekends.

Mayor Pro Tem Neitzel called for the Consent Agenda by Omnibus Vote:

Payment of Bills

Approval of the meeting minutes for the March 6, 2015 and March 7, 2015 Strategic Planning Meetings, and August 17, 2015 Regular City Council Meeting

Proclamation declaring September 13 through September 19, 2015 Animal Awareness Week

Alderman Horn moved to approve the Consent Agenda as read and Alderman Bauer seconded it. City Clerk Mrs. Gehlbach called the roll call. There were six yeas (Alderman Bauer, Alderman Hoinacki, Alderman Horn, Alderman Mourning, Alderman Neitzel, and Alderman Tibbs), zero nays, one seat vacant and one absent (Alderman Parrott); motion carried.

New Business/Communications:

There was no New Business/Communications to come before the City Council.

Ordinances and Resolutions

Ordinance amending Section 11-2-1, 11-6-2, 11-6-3 and 11-7-3 of the City Code pertaining to fence requirements (tabled 8/17/15)

Alderman Tibbs moved to remove from the table and Alderman Mourning seconded it. Alderman Tibbs moved to approve. The motion died for the lack of a second.

Bids:

There were no Bids to come before the City Council.

Unfinished Business:

There was no Unfinished Business to come before the City Council.

Reports:

There were no Reports to come before the City Council.

New Business/Communications:

Mayor Pro Tem Neitzel read a note from former Mayor Snyder.

Announcements:

There were no announcements.

Executive Session

Alderman Horn moved to go into Executive Session under 5 ILCS 120/2(c) (5) Purchase or Lease of Real Estate and Alderman Hoinacki seconded it. City Clerk Mrs. Gehlbach called the roll call. There were six yeas (Alderman Bauer, Alderman Hoinacki, Alderman Horn, Alderman Mourning, Alderman Neitzel, and Alderman Tibbs), zero nays, one seat vacant and one absent (Alderman Parrott); motion carried. The meeting adjourned to Executive Session at 7:58 p.m.

The meeting returned to regular Session at 8:28 p.m. City Clerk Mrs. Gehlbach called the roll. There were six present (Alderman Bauer, Alderman Hoinacki, Alderman Horn, Alderman Mourning, Alderman Neitzel, and Alderman Tibbs), zero nays, one seat vacant and one absent (Alderman Parrott); motion carried. Also present were City Treasurer Mr. Conzo, City Clerk Mrs. Gehlbach, City Administrator Mr. Johnson, Safety and Building Officer Mr. Lebegue (he left at 8:36 p.m.), and Recording Secretary Mrs. Riggs.

Alderman Tibbs moved to adjourn the meeting and Alderman Horn seconded it. There were six yeas (Alderman Bauer, Alderman Hoinacki, Alderman Horn, Alderman Mourning, Alderman Neitzel, and Alderman Tibbs), zero nays, one seat vacant and one absent (Alderman Parrott); motion carried.

City of Lincoln, Illinois

September 8, 2015

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The City Council Meeting was adjourned at 8:43 p.m.

Respectfully Submitted By:

Risa Riggs

Recording Secretary

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Clay T. Johnson, City Administrator



MEETING

DATE: October 13, 2015

RE: Requests to Permit

2015 Christmas Parade

The Logan County Alliance has requested the permission of the Council to hold the 2015 Christmas Parade in downtown Lincoln on December 3, 2015 beginning 6:30PM. They are promoting the theme of the parade as "A Candy Land Christmas." Because of the construction of the theatre, they have proposed a desired and alternate parade route. Their suggested route would be Wyatt Avenue to Kickapoo Street, turn right onto Broadway, right on McLean and end at Scully Park. The alternative route takes Wyatt to Chicago Street to Pulaski, and the courthouse square. The parade would move to Pulaski, turn left on Kickapoo, then on to Broadway and McLean. The each route would end around Scully Park.

Block Party Application – 145 10th Street

The City received an application to close the street for a block party from Don and Janice Sielaff of 145 10th Street. The application is to close the 10th street from Chestnut to Union from 4:30PM to 8:00PM on October 31st.

Road Block Request – Donations for World Hunger

Pizza Hut has submitted a request to create a road block at Broadway and McClean on October 21st and November 4th to collect monetary donations to contribute to fight world hunger.

Trick or Treat Hours

Traditionally, Trick or Treat Hours run from 5-8PM on October 31st. There should be no issue in continuing this tradition again this year.

COW Recommendation: Place these applications on the council's consent agenda for October 19.

Council Recommendation: Approve the applications as presented as part of the consent agenda.



LOGAN COUNTY
ALLIANCE Logan County Alliance

1555 Fifth Street, Lincoln, IL 62656 • www.LincolnIllinois.com • 217.735.2385

October 7, 2015

Mayor Marty Neitzel, City of Lincoln
c/o Lincoln City Council
City Hall
700 Broadway St.
Lincoln, IL 62656

Dear Mayor Neitzel & City Council Members,

The Logan County Alliance is requesting your permission to hold the 2015 Christmas Parade in downtown Lincoln. The parade is scheduled for Thursday, December 3, 2015 at 6:30pm.

We would like to use the following parade route:

The parade line up will begin at 5:30pm on Wyatt Avenue. The parade will begin at 6:30pm. All entries will proceed down Wyatt Avenue to Kickapoo Street, turning right on Kickapoo; right on Broadway Street to McLean Street; right on McLean, ending at Scully Park.

We are aware there may be construction within our requested parade route. If construction causes a need to create an alternate route, all times will remain the same but we would like to use the following route:

The parade entries will line up on Wyatt Avenue and proceed to Chicago Street. They will turn right on Chicago Street and right to Pulaski Street. The parade will then turn left on Kickapoo Street, and then the route will remain the same as planned around the Courthouse Square with the ending being at Scully Park.

The theme for this year's Christmas Parade will be "A Candy Land Christmas". The Logan County Alliance is looking forward to ending 2015 with this magical and memorable event. We appreciate your support and cooperation. Please contact the Logan County Alliance office if you have any questions regarding this request.

Sincerely,

Cara Barr, Events Coordinator
Logan County Alliance



Working together to serve Logan County

SEP 30 2015

City Clerk 700 Broadway St.
217/735-2815 Lincoln, IL 62656

CITY CLERK
LINCOLN, ILLINOIS



CITY OF
LINCOLN, ILLINOIS

City of Lincoln
Block Party Application

Date Application Submitted: 9-30-15

Name of Block Party Sponsor: DON + JANE SIELAFF Phone #: 217-732-3182
Name of Alternate Contact: JANICE SIELAFF Phone#: 217-737-3210

Sponsor's Address: 145 10th St. E-Mail: djas98@comcast.net
Alternate's Address: (same) E-Mail: same

Date of Block Party: 10/31/15 Start Time: 4:30pm End Time: 8:00pm

Location of Block Party (Specify hundred block, street name from cross street, i.e. 400 Block of Elm from 9th Street to 10th Street)
200 block of TENTH ST @ Chestnut to Union St.

Do you plan to use a tent? Yes: No: X
Do you plan to have a fire pit? Yes: No: X

(Please note that all tents and fire pits must be inspected and approved by Fire Dept. personnel prior to the start of the block party. To schedule a tent or fire pit inspection, contact the Fire Dept. at 735-4020.)

Please Circle Yes or No

Do you request a visit from the Lincoln Fire Department? Yes No (X)
Do you request a visit from the Lincoln Police Department? (Yes) No

Applicant does hereby promise and agree to indemnify and save harmless the City of Lincoln from any and all claims, demands, causes of action or judgments made by any person and arising in any manner from the granting of Block Party Agreement. The applicant agrees to be responsible for accepting delivery of barricades to their home, for the placement of the barricades upon the City right-of-way and for the return of barricades to their property for City pickup. Any questions in regard to barricades, contact the Street Dept. at 732-4655.

Name (Print): Jane Sielaff
Signature: Jane Sielaff

Note: The Police and or Fire Departments reserve the authority to terminate the event if complaints are received, City ordinances are violated, or if public safety or peace is compromised.

FOR OFFICIAL USE ONLY

Date Received: Application is: Approved: Denied:

ORDINANCE NO. 652

5-3-4: BURNING IN CITY:

1. (A) The area within the city which is bounded as follows hereby is declared to be the business district of the city:

Beginning at the intersection of the Southwest Line of Keokuk Street with the Southeast right-of-way line of the Gulf, Mobile & Ohio Railroad; thence Southwesterly along said right-of-way line to the Southwest Line of Pekin Street, thence Northwesterly along said Southwest Line of Pekin Street to the alley between Kankakee Street and Logan Street; thence Southwesterly along the Southeast Line of said alley to Clinton Street, thence Southeasterly along the Southwest Line of Clinton Street to Logan Street; thence Southwesterly along the Southeast Line of Logan Street to Decatur Street; thence Southeasterly along the Southwest Line of Decatur Street to Hamilton Street; thence Northeasterly along the Southeast Line of Hamilton Street to Clinton Street, thence Southeasterly along the Southwest Line of Clinton Street to Sherman Street; thence Northeasterly along the Southeast Line of Sherman Street to Pekin Street; thence Northwesterly along the Northeast Line of Pekin Street to Kickapoo Street; thence Northeasterly along the Southeast Line of Kickapoo Street to Delavan Street, thence Northeasterly along the Northeast Line of Delavan Street to the alley between Chicago Street and Kickapoo Street; thence Northeasterly along the Southeast Line of the last-mentioned alley to Tremont Street; thence Northwesterly along the Northeast Line of Tremont Street to Chicago Street, thence Northeasterly along the Southeast Line of Chicago Street to Keokuk Street; and thence Northwesterly along the Southwest Line of Keokuk Street to the point of beginning.

(B) No person shall kindle or maintain any open fire anywhere within the boundaries of the business district described in subsection (A) of this section, and no person shall permit or suffer the kindling or maintenance of any open fire upon any premises located within the district which may be owned or controlled by him.

(C) No person shall construct, maintain or employ, or shall permit or suffer the construction, maintenance or employment of any incinerator or other device for the destruction by fire of wastepaper, garbage or other refuse anywhere within the boundaries of the business district described in subsection (A) of this section, unless the incinerator or other device be constructed wholly of fireproof material and be housed completely, save for its smoke outlet, within a building situated within the district. It shall be the duty of the owner and tenant of any premises located within the business district whereon any type of burner or incinerator other than the type prescribed in this subsection is situated, to destroy, remove or block up such type of burner or incinerator.

(D) Any violation of subsections (B) and (C) of this section shall be punishable by a fine of not less than twenty five dollars (\$25.00) nor more than one hundred dollars (\$100.00).

(E) No person shall set fire to any items, whether it be leaves, rubbish or other combustible material within the city limits unless that burning is as follows:



LINCOLN FIRE DEPARTMENT

Fire ~ Rescue ~ Life Safety

700 Broadway - Lincoln, IL 62656
Phone 217-735-4020 - Fax 217-732-2145
www.cityoflincoln-il.gov



Tent Structure Requirements

BOCA National Fire Prevention Code 1996, Chapter 20, Section F-2001.0

Tents covering over 900 square feet including all areas with a common means of egress or with an occupant load of 50 people or more, shall be inspected and approved by Lincoln Fire Department Inspection Department.

A Site plan must be submitted with application with occupant loads of 100 or more occupants:

1. Must indicate egress facility minimum two exits marked
2. Must indicate seating capacity
3. Must indicate arrangement of seating
4. Must indicate location of heating and electrical equipment

Tent Owner shall have documentation of Inspection and maintenance records.

All anchors shall be inspected and follow other city requirements.

Combustible materials such as hay, straw, shavings or similar materials shall not be located within any tent used as assembly occupancy. Combustible materials and vegetation shall be kept 20' from the structure, and combustible trash shall be removed at the end of the day/night.

Exposed flames from cooking appliances shall be kept 20' from tent.

Clearance of 3' from all contents inside the tent shall be maintained from the tent fabric.

Fire extinguishers are required 1 4-A rated or two 2-A shall be provided.

Respectfully,

Fire Chief Lincoln Fire Department

REQUEST TO PERMIT

RECEIVED

OCT 06 2015

CITY CLERK
LINCOLN, ILLINOIS

DATE: 10-6-15

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

would like to have Road Block

to collect for world hunger on

Oct 21, 2015 & Nov 4, 2015 8:00 am - 4:00 pm

at the corner of Broadway & N Mclean

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

A Certificate of Insurance Liability for the event is attached.

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

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

Name: Pizza Hut

Address: 1120 wood lawn Rd

Lincoln IL

Phone: 217-~~553~~553-6290 Cell: _____

Email: Jennymikeham@gmail.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 9/30/2016 | 9/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Old Republic Insurance Company	NAIC # 24147
	INSURER B : Lexington Insurance Company	19437
	INSURER C : National Union Fire Ins Co Pitts. PA	19445
	INSURER D : Associated Indemnity Corporation	21865
	INSURER E :	
	INSURER F :	

COVERAGES NPCIN01 CERTIFICATE NUMBER: 1963412 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> LIQUOR LIAB. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	N	N	MWZY305381	9/30/2015	9/30/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	MXA80315290	9/30/2015	9/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	19086623	9/30/2015	9/30/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC30538200	9/30/2015	9/30/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-FR E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<input type="checkbox"/> PROPERTY INCL TIME ELEMENT/PLATE GLASS, EQ & FLOOD	N	N	033313340	9/30/2015	9/30/2016	\$10,000,000-BLDG/CONTENTS INCL. REPLACEMENT COST GEN. PROP DED.: \$250,000.FLOOD&QUAKE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: ALL OWNED PROPERTIES OF NPC INTERNATIONAL, INC.

CERTIFICATE HOLDER

CANCELLATION

1963412

PROOF OF INSURANCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M. Amello

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Clay T. Johnson, City Administrator



MEETING

DATE: October 13, 2015

RE: Ordinance __: Establishing Enterprise Zone

The lengthy ordinance included for your consideration was drafted by the consultants working between the City and the County on re-establishing the enterprise zone. The representatives of Opportunity Alliance, LLC have solicited comment from myself and Will D'Andrea with the County. This final draft should be inclusive of those changes. Mr. Bates has also reviewed the language and had no issue with the document. The ordinance is almost a carbon copy with what was approved for the original enterprise zone.

Once signed by all the affected municipalities, the ordinances will complete the packets for the applications to the Department of Commerce and Economic Opportunity (DCEO). The "second round" of enterprise zone applications are due in December of this year. If the State uses its proposed timelines, the DCEO would notify applicants if they qualify by June of 2016 and will designate the new zones by September. If awarded a new zone, it would become effective in January of 2017.

COW Recommendation: Place this ordinance on the council's October 19th agenda.

Council Recommendation: Approve Ordinance __: Establishing an Enterprise Zone within the City of Lincoln as presented and authorize the Mayor and City Clerk to execute documents associated with the ordinance.

ORDINANCE NO. _____

**AN ORDINANCE ESTABLISHING AN ENTERPRISE ZONE
WITHIN THE CITY OF LINCOLN**

**SAID ENTERPRISE ZONE BEING A PORTION OF A LARGER ENTERPRISE ZONE
ENCOMPASSING CONTIGUOUS PORTIONS OF THE COUNTY OF LOGAN,
THE CITY OF LINCOLN, THE CITY OF ATLANTA, THE VILLAGE OF ELKHART,
THE VILLAGE OF EMDEN, THE VILLAGE OF HARTSBURG,
THE CITY OF MOUNT PULASKI, AND THE VILLAGE OF NEW HOLLAND**

WHEREAS, the following Ordinance is adopted based upon the following premises, to-wit;

WHEREAS, pursuant to 20 ILCS 655/1 et. seq. (formerly Ill. Rev. Stat. 1991, ch. 67 1/2, Section 601 et. seq.) (the "Act"), the State of Illinois authorized the creation of enterprise zones, together with certain incentive programs; and,

WHEREAS, pursuant to the Act, the City of Lincoln, Illinois (the "City") created and amended, from time to time, the Original Lincoln-Logan County Enterprise Zone, which included certain real estate located in the County of Logan, Illinois, (the "County") and the City, the City of Atlanta, Illinois ("Atlanta"), the Village of Elkhart, Illinois ("Elkhart"), the Village of Emden, Illinois ("Emden"), the Village of Hartsburg, Illinois ("Hartsburg"), and the Village of New Holland, Illinois ("New Holland"); and,

WHEREAS, the City desires to become part of the Enterprise Zone; and,

WHEREAS, it is in the best interests of the County, the City, Atlanta, Elkhart, Emden, Hartsburg, the City of Mount Pulaski, Illinois ("Mount Pulaski"), and New Holland (the "Units of Government") to become part of the Enterprise Zone; and,

WHEREAS, in connection with the creation of the Original Lincoln-Logan County Enterprise Zone, the City and certain Units of Government adopted certain real estate tax abatement incentives, retail sales tax exemption incentives, and other incentives authorized under the Act, that promoted economic growth, encouraged economic development, created and retained jobs, and reduced unemployment in the area of the Units of Government; and,

WHEREAS, the term of the Original Lincoln-Logan County Enterprise Zone will terminate on June 30, 2017 pursuant to the Act; and,

WHEREAS, the Original Lincoln-Logan County Enterprise Zone accomplished, in part, the public purpose of promoting economic growth of the community and protecting the health, safety and welfare of the community by encouraging public and private investment, promoting job creation and job retention, and conserving the health, safety and welfare of the community; and,

WHEREAS, there continue to be certain areas in the City that need the particular attention of government, business and labor to attract private sector investments and directly aid the entire region and the residents thereof; and,

WHEREAS, a disproportionate number of residents within the Units of Government, for several years have suffered pervasive poverty, unemployment and economic distress, related to the

prolonged national recession, shifts of industries throughout the County, and a variety of other economic factors negatively affecting the areas of the Units of Government; and,

WHEREAS, the members of this duly constituted legislative body are cognizant of the distressed conditions existing within this area and desire to alleviate these distressed conditions, to build upon the past public and private investments and accomplishments arising out of the Original Lincoln-Logan County Enterprise Zone, to further pursue the public purpose of promoting economic and employment growth of the community and to protect the health, safety and welfare of the community; and,

WHEREAS, the Units of Government have indicated their willingness and desire to cooperate with the City in designating portions of their units of government as an Enterprise Zone; and,

WHEREAS, pursuant to Public Act 97-905, the State of Illinois amended the Act to provide for the creation of enterprise zones after the natural termination of an enterprise zone created earlier under the Act, and in connection therewith, the Units of Government may apply with and obtain designation from the State of Illinois Department of Commerce and Economic Opportunity (the "Department" or "DCEO") to establish an Enterprise Zone encompassing a part of the Units of Government commencing January 1, 2017; and,

WHEREAS, pursuant to this Ordinance, the Units of Government authorize the filing of an application with the Department to designate, enact and create the Lincoln-Logan County Enterprise Zone (hereinafter referred to as the "Enterprise Zone Application") under the provisions of the Act, to create the Lincoln-Logan County Enterprise Zone (the "Enterprise Zone") to include certain real estate within the Units of Government for the purpose of encouraging economic development, job creation and job retention in the region, and to conserve the health, safety and welfare of the community, said real estate being more fully described in the attached Exhibit B (the "Enterprise Zone Area"); and,

WHEREAS, the Units of Government hereby find that the creation of the Enterprise Zone as set forth herein is necessary for the continued economic growth and job creation of the region, and is necessary to promote and conserve the public health, safety and welfare of the region; and,

WHEREAS, the Units of Government find that the designation of the Enterprise Zone pursuant to the Act and this Ordinance depend upon community support, cooperation and the offering of the benefits of the Enterprise Zone; and,

WHEREAS, the Units of Government are each authorized pursuant to Article VII, Section 10 of the Illinois Constitution, and pursuant to the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq., to enter into agreements for the joint exercise of powers, privileges and authorities.

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

SECTION 1: Incorporation:

(a) Findings: The findings and recitals made in the prefatory portion of this Ordinance are hereby adopted by the City.

(b) Public Notice: Proper publication of legal notice of public hearing for the purpose of considering the enactment of this Ordinance and the designation of the Lincoln-Logan County

Enterprise Zone as set forth herein as required by the Act was properly and legally made and is hereby certified as set forth the attached Certificate of Publication of Notice of Public Hearing attached hereto as Exhibit A.

(c) Public Hearing: Following due and sufficient legal notice, the Units of Government held a public hearing as required by the Act at 4:00 PM on the 5th day of October 2015 at the Logan County Regional Planning Commission Office, 529 South McLean Street, Lincoln, IL, which is located within the boundaries of the Enterprise Zone.

SECTION 2: Establishment of Enterprise Zone: Subject to the certification and approval of the Department, the Units of Government, in a joint exercise of their powers pursuant to the Intergovernmental Cooperation Act do hereby establish an enterprise zone under the Act encompassing the Enterprise Zone Area, as legally described in Exhibit C.

SECTION 3: Designation of Enterprise Zone: The Enterprise Zone Area described in Exhibit C is hereby designated as the Lincoln-Logan County Enterprise Zone, subject to the certification and approval of the Department.

SECTION 4: Declarations to the Department: The Units of Government hereby declare and further certify that:

- (a) The Enterprise Zone Area is qualified for designation as an enterprise zone pursuant to the Act; and,
- (b) Pursuant to 20 ILCS 655/4 (a) & (e), the Enterprise Zone Area is a contiguous area comprised of part of the Units of Government, and is bound by a solid, clearly-defined, continuous boundary, provided that the Enterprise Zone Area may exclude wholly surrounded territory within its boundaries; and,
- (c) Pursuant to 20 ILCS 655/4 (b), the Enterprise Zone Area comprises a minimum of one-half (1/2) square mile and not more than fifteen (15) square miles in total area, and any connecting strips are not less than three (3) feet nor more than ten (10) feet in width; and,
- (d) The Enterprise Zone Area addresses a reasonable need to encompass portions of the Units of Government; and,
- (e) The Enterprise Zone Area meets the requirements of 20 ILCS 655/4 (f) in that the Enterprise Zone Area satisfies at least three (3) of the ten (10) criteria established by the Department as set forth in Exhibit D.

SECTION 5: Term: Pursuant to the Act and subject to the certification of the Department, the Lincoln-Logan County Enterprise Zone shall be and become effective for a period of fifteen (15) calendar years beginning on January 1, 2017 and ending December 31, 2031, unless sooner rescinded or as otherwise amended, on the date that the Enterprise Zone Area is designated an enterprise zone by the Department, in accordance with law.

SECTION 6: Enterprise Zone Management: The Zone has the authority to charge fees. The Zone Administrator will be the individual who will be responsible for the day-to-day implementations within the Enterprise Zone and will be the liaison between the Mayor of the City, the Chairman of the County, the Mayor of Atlanta, the Village President of Elkhart, the Village President of Emden, the Village President of Hartsburg, the Mayor of Mount Pulaski, and the Village President of New Holland; and DCEO.

SECTION 7: Enterprise Zone Administrator: The position of "Zone Administrator" is hereby created. Upon designation as an enterprise zone by the Department, an administrator for the Lincoln-Logan County Enterprise Zone (the "Zone Administrator"), who shall be an employee or officer of the County, is hereby appointed. The first Zone Administrator shall be the Director of the Logan County Regional Planning Commission. The Zone Administrator shall be responsible for the administration of the Lincoln-Logan County Enterprise Zone, including the implementation of the Enterprise Zone Application, this Ordinance and compliance with the Act and applicable laws, regulations and policies of the Department; shall have those powers and duties as set forth in the Act; and shall:

- (a) Supervise the implementation of the provisions of this Ordinance and the Illinois Enterprise Zone Act; and,
- (b) Act as a liaison between the Units of Government, the Department, the Illinois Department of Revenue (the "IDOR"), designated zone organizations; and other state, federal and local agencies, whether public or private; and,
- (c) Conduct an ongoing evaluation of the Enterprise Zone program and create such evaluative reports on at least an annual basis; and,
- (d) Promote the coordination of other relevant programs, including, but not limited to, housing, community and economic development, small business, financial assistance and employment training within the Enterprise Zone; and,
- (e) Have the authority to appoint personnel as appropriate to assure the smooth operation of the Enterprise Zone; and,
- (f) Develop and recommend a comprehensive planning program for the Enterprise Zone; and,
- (g) Will serve as the primary technical and professional vehicle for the implementation of the Enterprise Zone program objectives; and,
- (h) Examine and recommend local incentives, benefits and programs to accomplish stated objectives, to stimulate economic activity in the Enterprise Zone and to address impediments to capital investments; and,
- (i) Develop and analyze social, physical and economic data regarding population trends; labor force; land use patterns; size, type, capacity and status of existing residential, commercial, industrial and manufacturing facilities within the Enterprise Zone; infrastructure availability and condition, and other factors pertaining to the community planning; and, to recommend planning-related actions; and,
- (j) Recommend necessary legislative and administrative controls for guiding Enterprise Zone development, including planned capital improvements; and,
- (k) Review supportive planning studies and reports to insure technical proficiency; and,
- (l) Coordinate planning activities and program implementation with other county and/or city or village departments and department programs; and,
- (m) Collect and analyze data and submit reports required by the Department on a timely basis; and,
- (n) Act as program manager responsible for the Enterprise Zone's day-to-day operations.

SECTION 8: Incentives:

(a) **State Enterprise Zone Incentives:** The Units of Government authorize the extension and utilization of any and all state incentives, tax exemptions and other inducements authorized

under applicable Illinois law, the Act and/or the rules and regulations of the Department or other applicable state agency by and for all Qualifying Projects located within the Enterprise Zone Area. If the term of any state incentive, tax exemption or other inducement authorized under applicable Illinois law, the Act and/or the rules and regulations of the Department or other applicable state agency has not expired as of June 30, 2017 on any Qualifying Projects located in the Original Lincoln-Logan County Enterprise Zone, then such state incentive, tax exemption and other inducement shall not terminate, but shall instead continue in full force and effect until the natural termination of such state incentive, tax exemption or other inducement authorized under applicable Illinois law, the Act and/or the rules and regulations of the Department or other applicable state agency, provided, however, that such tax incentive, tax exemption or other inducement are from Qualifying Projects located in the Lincoln-Logan County Enterprise Zone.

(b) Sales Tax: Each retailer in Illinois who makes a sale of building materials to be permanently affixed and incorporated into real estate located within the Enterprise Zone Area, as amended from time to time, by remodeling, rehabilitation or new construction may deduct receipts from such sales when calculating the retail sales tax imposed by the State of Illinois under and pursuant to the Illinois Retailer's Occupation Tax Act (35 ILCS 120/1). The deduction allowed hereby shall be limited to and shall only apply to any remodeling, rehabilitation or new construction of any qualified manufacturing operations including the assembly, fabrication, repair, restoration or creation of products, commercial storage, warehousing, distribution, telemarketing, phone order centers, agribusiness, mining, offices, health care facilities, retail projects, commercial enterprises defined as businesses whose principal revenue comes from on premise sale of food, beverages, gasoline, durable goods or merchandise of any kind or the offering of services which the Enterprise Zone Administrator has issued a certificate of eligibility qualifying the construction ("Qualifying Projects"), and which complies with the following conditions:

1. The claimant must obtain an Applicant I.D. Number from the IDOR website www.tax.illinois.gov.
2. The claimant must file with the Zone Administrator the following information on the form provided by the Zone Administrator:
 - a. the name and address of the contractor(s), subcontractor or other entity(s);
 - b. the name and number of the enterprise zone;
 - c. the name and location or address of the building project in the enterprise zone;
 - d. the estimated amount of the exemption for the claimant or claimant's contractor, subcontractor or other entity for which a request for Exemption Certificate is made, based on a stated estimated average tax rate and the percentage of the contract that consists of building materials;
 - e. the period of time over which building materials for the project are expected to be purchased; and,
 - f. other reasonable information as the Zone Administrator may require.
3. The Zone Administrator will then request (by providing the above information on the IDOR website) IDOR to issue an Enterprise Zone Building Materials Exemption Certificate for the claimant or claimant's contractor, subcontractor or other entity identified by the Zone Administrator.
4. IDOR shall issue the Enterprise Zone Building Materials Exemption Certificate directly to the claimant or claimant's contractor, subcontractor or other entity. IDOR shall also provide the Zone Administrator with a copy of each Exemption Certificate issued. This Exemption Certificate is the evidence from IDOR that the Exemption is

applicable and secures the Exemption and related tax incentive savings to the claimant.

5. As to each vendor or seller of the building materials, the claimant or claimant's contractor, subcontractor or other entity must provide to the vendor/seller of the building material a completed IDOR Form EZ-1 containing the following information:
 - a. a statement that the building materials are being purchased for incorporation into real estate located in an Illinois enterprise zone;
 - b. the location or address of the real estate into which the building materials will be incorporated;
 - c. the name of the enterprise zone in which that real estate is located;
 - d. a description of the building materials being purchased;
 - e. the purchaser's Enterprise Zone Building Materials Exemption Certificate number issued by IDOR;
 - f. the purchaser's signature and date of purchase.
6. IDOR may deny any entity the Enterprise Zone Building Materials Exemption Certificate if such entity owes any tax liability to the State of Illinois.

(c) Property Tax Abatement and Waiver of Fees: Each unit of local government authorized by applicable law to levy ad valorem taxes upon real estate and improvements thereon located in the Enterprise Zone Area may adopt an ordinance or resolution abating the ad valorem taxes. The City hereby authorizes and directs the County Clerk to abate the ad valorem taxes assessed and imposed upon the increase in assessed valuation resulting from the remodeling, rehabilitation or new construction of improvements or projects on real property located within the Enterprise Zone Area, as amended from time to time, subject to the following conditions provided, however, that no such abatement shall be applicable to any such improvement project within the boundaries of any Tax Increment Redevelopment Project Districts:

1. The improvements or renovations are of the scope and nature for which a building permit has been obtained and has an estimated cost of at least \$5,000.00.
2. Any abatement of taxes on any parcel shall not exceed the amount attributable to the construction of the improvements and the renovation or rehabilitation of existing improvements on such parcel.
3. Such abatement shall be allowed only for Qualifying Projects property located within the zone area.
4. Qualifying Projects property only should be abated. Such abatement shall be at the rate of 100 percent (100%) of the value of the improvements, revitalization or renovation made in years one (1) through five (5) immediately following the year the improvements were made. Such abatement shall be at the rate of 50 percent (50%) of the value of the improvements, revitalization or renovation made in years six (6) through ten (10) immediately following the year the improvements were made. No residential property should be allowed an abatement.
5. The abatements will apply to the assessed value at the time of approval at the then current taxing rate or reassessments done during the time of the abatement period which would increase the assessed value, the business or industry would be responsible for the taxes on the increases.
6. Such abatement shall continue and be in full force as set forth in this Section for any improvements, which are completed within the term of this Ordinance as specified in

Section 5 hereof.

7. If the term of any property tax abatement on the value of improvements, revitalization or renovation has not expired as of June 30, 2017 on any Qualifying Projects located in the Original Lincoln-Logan County Enterprise Zone, then such abatement shall not terminate, but shall instead continue in full force and effect until the natural termination of such Qualifying Project's ten (10) year abatement, provided, however, that such abatement is from a Qualifying Project located in the Lincoln-Logan County Enterprise Zone.
8. Fifty percent (50%) of the building permit fees will be charged for improvements.

SECTION 9: Intergovernmental Agreement: The Intergovernmental Agreement between the City of Lincoln, the County of Logan, the City of Atlanta, the Village of Elkhart, the Village of Emden, the Village of Hartsburg, the City of Mount Pulaski, and the Village of New Holland, which is attached hereto and hereby incorporated by references as though fully stated herein as Exhibit E, is hereby adopted by the City Council of the City of Lincoln, Illinois. The Intergovernmental Agreement between the City, County, and Units of Government indicates their willingness and desire to participate in the Enterprise Zone Program and sets out the criteria for cooperation, participation and management of said Enterprise Zone. The Chief Elected Official and City Clerk of the City of Lincoln are hereby authorized to execute and attest to said Intergovernmental Agreement.

SECTION 10: Ordinance: This Ordinance and each and every provision hereof shall be considered separable and the invalidity of any section, clause, paragraph, sentence or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance. All ordinances or parts of ordinances conflicting with any of the provisions of this Ordinance shall be and the same are hereby repealed. This Ordinance shall take effect, as indicated in Section 5, above, following its passage, approval, recording, inspection and publication, as may be required, according to law.

Presented, passed, and approved by the City Council of the City of Lincoln this ____ day
of _____, 20_____.

CITY OF LINCOLN, ILLINOIS

Martha Neitzel
Mayor

ATTEST:

Susan Gehlbach
City Clerk

EXHIBIT A
CERTIFICATE OF PUBLICATION OF NOTICE OF PUBLIC HEARING

EXHIBIT B
LINCOLN-LOGAN COUNTY ENTERPRISE ZONE MAP

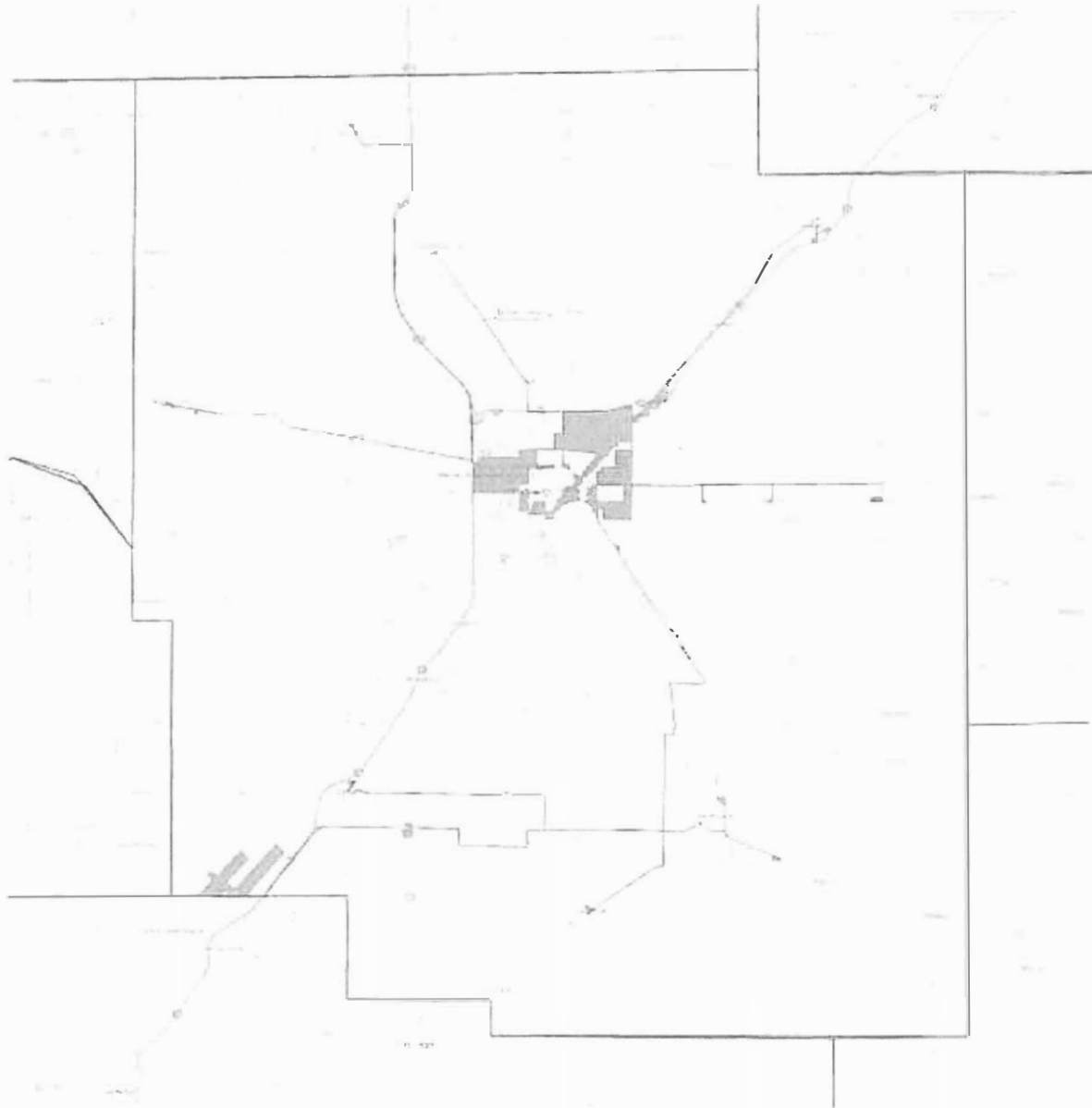


EXHIBIT C

LINCOLN-LOGAN COUNTY ENTERPRISE ZONE

Legal Boundary Description

Beginning at southeast corner of Section 32, Township 20 North, Range 2 West, of the 3rd Principal Meridian; Thence North along the east lines of Section 32 and 29 to the projection of the southerly right-of-way line of Township Road 1700N; Thence easterly along said projection of the southerly right-of-way line to a point 10 feet east of the easterly right-of-way line of Township Road 1400E; Thence North along a line 10 feet east and parallel to the said easterly right-of-way line 1,380 feet; Thence West to the east line of Section 20; Thence North approximately 2,737 feet along the east line of Section 20 to the southeasterly right-of-way border of North Lincoln Parkway / Business Interstate 55 (former Historic Route U.S. 66); Thence in a northeasterly direction approximately 1,404 feet along said North Lincoln Parkway / Business Interstate 55 to the intersection of said North Lincoln Parkway / Business Interstate 55 and the south right-of-way border of Township Road 1800N; Thence in a northeasterly direction approximately 300 feet along said Township Road 1800N to the intersection of said Township Road 1800N and the south line of Section 16; Thence in an easterly direction approximately 1,435 feet to the southeast corner of the southwest quarter of said Section 16; Thence in a northerly direction along the north-south center line of said Section 16 approximately 1,479 feet to the southern border of the Interstate 55 interchange #133 on-ramp heading north on Interstate 55; Thence in a southeasterly and then northeasterly direction along the said Interstate 55 interchange #133 on-ramp approximately 3,435 feet to the east line of said Section 16; Thence in a northerly direction along the east line of said Section 16 approximately 2,479 feet to the northwesterly right-of-way line of the Union Pacific Railroad; Thence in a southwesterly direction along the northwesterly right-of-way line of the Union Pacific Railroad approximately 7,878 feet to the east line of said Section 20; Thence in a northerly direction along the east line of said Section 20 and Section 17 approximately 2,533 feet to the southern right-of-way line of Interstate 55; Thence in a westerly direction along the southern right-of-way line of Interstate 55 approximately 10,775 feet to the west line of Section 18; Thence in a southerly direction along west line of said Section 18 and Section 19 approximately 3,382 feet to the northeast corner of the southeast quarter of Section 24, Township 20 North, Range 3 West, of the 3rd Principal Meridian; Thence in a westerly direction along the north line of said southeast quarter of Section 24 approximately 1,326 feet to the north-south center line of said southeast quarter of Section 24; Thence in a southerly direction along said north-south center line of said southeast quarter of Section 24 approximately 2,517 feet to the northerly right-of-way line of Lincoln Parkway; Thence due east approximately 3,962 feet to the west line of Section 24; Thence in a southerly direction along the west line of Section 24 approximately 125 feet to the southwest corner of said Section 24; Thence in a westerly direction along the north line of Section 26 approximately 1,316 feet to the north-south center line of the northeast quarter of said Section 26; Thence in a southerly direction along said north-south center line of the northeast quarter of said Section 26 approximately 1,330 feet to the center of the northeast quarter of said Section 26; Thence in a westerly direction along the east-west center line of the north half of said Section 26 and Section 27 approximately 6,344 feet to the eastern right-of-way border line of the Interstate 55 interchange #126 on-ramp heading north on Interstate 55; Thence in a southerly direction along said eastern right-of-way border line of Interstate 55 interchange #126 on-ramp heading north on Interstate 55 approximately 973 feet to the northern right-of-way border line of Woodlawn Road / State Route 10; Thence in a northwesterly direction along the said northern right-of-way border line of Woodlawn Road / State Route 10 approximately 642 feet to the eastern right-of-way border line of Interstate 55; Thence in a southerly direction along said eastern right-of-way border line of Interstate 55 approximately 4,685 feet to the northern right-of-way border line of Township Road 1575N (Fifth Street Road); Thence in an easterly direction along the northerly right-of-way line approximately 6,345 feet to a point 790 feet east of the west line of the northwest quarter of Section 35; Thence due north 411 feet to the southerly right-of-way line of the Illinois Central Railroad; Thence in a southeasterly direction along said southerly right-of-way line 720 feet to a point; Thence due south approximately 100 feet to the southerly right-of-way line of Township Road 1575N (Fifth Street); Thence in an easterly direction along said right-of-way line of Township Road 175N approximately 180 feet to the west line of the east half of Section 35; Thence in a southerly direction along said west line of the east half of Section 35 approximately 2,591 feet to the southwest corner of the northeast quarter of the southeast quarter of Section 35; Thence in an easterly direction along the south line of the said northeast quarter of the

southeast quarter of Section 35 approximately 1,285 feet to the westerly right-of-way line of Lincoln Parkway / Business Interstate 55; Thence in a northerly direction along the westerly right-of-way line of Lincoln Parkway / Business Interstate 55 approximately 2,641 feet to the southerly right-of-way line of Fifth Street; Thence in an easterly direction along the southerly right-of-way line of Fifth Street approximately 1,096 feet to the westerly right-of-way line of South Washington Street; Thence in a southerly direction along the westerly right-of-way line of South Washington Street 170 feet to a point; Thence in an easterly direction along a path that is parallel to Fifth Street approximately 567 feet to the easterly right-of-way line of South Madison Street; Thence in a northerly direction along said easterly right-of-way line of South Madison Street approximately 350 feet to a point; Thence in a westerly direction along a path parallel to Fifth Street approximately 831 feet to the easterly right-of-way line of South Main Street; Thence in a southerly direction along said easterly right-of-way line of South Main Street approximately 165 feet to the northerly right-of-way line of Fifth Street; Thence in a westerly direction along said northerly right-of-way line of Fifth Street 330 feet to a point; Thence in a northerly direction along a path that is parallel to South Main Street 270 feet to a point; Thence in a westerly direction along a path that is parallel to Fifth Street approximately 486 feet to the westerly right-of-way line of Lincoln Parkway / Business Interstate 55; Thence in a northerly direction along the westerly right-of-way line of Lincoln Parkway / Business Interstate 55 300 feet to a point; Thence in a westerly direction along a path that is parallel to Fifth Street 530 feet to a point; Thence in a southerly direction along a path that is parallel to the Lincoln Parkway 200 feet to a point; Thence in an easterly direction along a path that is parallel to Fifth Street 25 feet to a point; Thence in a southerly direction along a path that is parallel to Lincoln Parkway approximately 365 feet to the northerly right-of-way line of Fifth Street; Thence in a westerly direction along said northerly right-of-way line of Fifth Street 152 feet to a point; Thence in a northerly direction along a path that is parallel to Lincoln Parkway for 250 feet to a point; Thence in a westerly direction along a path that is parallel to Fifth Street for 250 feet to a point; Thence in a southerly direction along a path that is parallel to Lincoln Parkway for approximately 250 feet to the northerly right-of-way line of Fifth Street; Thence in a westerly direction along said northerly right-of-way line of Fifth Street approximately 385 feet to the north south center line of the northeast quarter of Section 35; Thence in a northerly direction along said north south center line of the northeast quarter of Section 35 approximately 1,295 feet to the north line of Section 35; Thence in an easterly direction along said north line of Section 35 approximately 1,257 feet to the westerly right-of-way line of Lincoln Parkway; Thence northerly along the westerly right-of-way line of Lincoln Parkway approximately 2,629 feet to the centerline of State Route 10 / Woodlawn Road; Thence in an easterly direction along the centerline of State Route 10 / Woodlawn Road for 308 feet to a point; Thence in a southwesterly direction south 11 degrees west for 350 feet; Thence due east for 150 feet to a point; Thence in a northeasterly direction north 11 degrees east approximately 350 feet to centerline of State Route 10 / Woodlawn Road; Thence in an easterly direction along the centerline of State Route 10 / Woodlawn Road approximately 758 feet to the centerline of North Jefferson Street; Thence in a southerly direction along North Jefferson Street for 165 feet to a point; Thence due east for 175 feet to a point; Thence in a northerly direction along the parallel path of North Jefferson Street approximately 165 feet to the centerline of State Route 10 / Woodlawn Road; Thence in an easterly direction along State Route 10 / Woodlawn Road approximately 178 feet to the centerline of North Madison Street; Thence in a southerly direction along the centerline of North Madison Street for 438 feet to a point; Thence in an easterly direction along a path that is parallel to State Route 10 / Woodlawn Road approximately 350 feet to the centerline of North Monroe Street; Thence in a southerly direction along the centerline of North Monroe Street for 40 feet to a point; Thence in an easterly direction along a path that is parallel to State Route 10 / Woodlawn Road for 175 feet to a point; Thence in a northerly direction along a path that is parallel to North Monroe Street approximately 478 feet to the centerline of State Route 10 / Woodlawn Road; Thence in an easterly direction along the centerline of State Route 10 / Woodlawn Road approximately 184 feet to the centerline of North Adam Street; Thence in a southerly direction along the centerline of North Adams Street for 165 feet to a point; Thence in an easterly direction along a path parallel to State Route 10 / Woodlawn Road approximately 248 feet to the centerline of North Jackson Street; Thence in a northerly direction along the centerline of North Jackson Street approximately 165 feet to the centerline of State Route 10 / Woodlawn Road; Thence in an easterly direction along the centerline of State Route 10 / Woodlawn Road 215 feet to a point; Thence in a southerly direction along a path parallel to North Jackson Street for 175 feet to a point; Thence in an easterly direction along a path parallel to State Route 10 / Woodlawn Road for 325 feet to a point; Thence in a northerly direction along a path parallel to North Jackson Street for approximately 175 feet to the centerline of State Route 10 / Woodlawn Road; Thence in an easterly direction along the centerline of State Route 10 / Woodlawn Road 575 feet to a point that is 397 feet west of the westerly right-of-way line of North Elm Street; Thence due south

for 215 feet to a point; Thence due east 75 feet to a point; Thence due north 46 feet to a point; Thence due east approximately 322 feet to the west right-of-way line of North Elm Street; Thence in a northerly direction along the west right-of-way line of North Elm Street approximately 169 feet to the centerline of State Route 10 / Woodlawn Road; Thence in an easterly direction along the centerline of State Route 10 / Woodlawn Road approximately 186 feet to the westerly right-of-way line of Palmer Avenue; Thence in a northerly direction along the westerly right-of-way line of Palmer Avenue 190 feet to a point; Thence in a westerly direction along a path that is parallel to State Route 10 / Woodlawn Road for 167 feet to a point; Thence in a northerly direction along a path parallel to Palmer Avenue approximately 200 feet to the northerly right-of-way line of 18th Street; Thence in a westerly direction along a path parallel to State Route 10 / Woodlawn Road approximately 661 feet to the centerline of North College Street; Thence in a southerly direction along the centerline of North College Street approximately 156 feet to a point 150 feet north of the northerly right-of-way line of State Route 10 / Woodlawn Road; Thence in a westerly direction along a path parallel to State Route 10 / Woodlawn Road approximately 1,301 feet to the centerline of North Monroe Street; Thence in a northerly direction along the centerline of North Monroe Street 35 feet to a point; Thence in a westerly direction along a path parallel to State Route 10 / Woodlawn Road approximately 329 feet to the centerline of North Madison Street; Thence in a northerly direction along the centerline of North Madison Street for 115 feet to a point; Thence in a westerly direction along a path parallel to State Route 10 / Woodlawn Road approximately 330 feet to the centerline of North Jefferson Street; Thence in a northerly direction along the centerline of North Jefferson Street approximately 2,310 feet to the southerly right-of-way line of Lincoln Parkway; Thence in an easterly direction along the southerly right-of-way line of Lincoln Parkway approximately 3,914 feet to the westerly right-of-way line of North Union Street; Thence in a southerly direction along the westerly right-of-way line of North Union Street approximately 2,664 feet to the centerline of State Route 10 / Woodlawn Road / Keokuk Street; Thence in an easterly and southeasterly direction along the centerline of State Route 10 / Woodlawn Road / Keokuk Street for 1,080 feet to a point; Thence in a northerly direction along a path parallel to North Union Street approximately 835 feet to a point; Thence due west 775 feet to a point; Thence in a southerly direction along a path parallel to North Union Street for 75 feet to a point; Thence due west approximately 170 feet to the centerline of North Union Street; Thence in a northerly direction along the centerline of North Union Street approximately 2,305 feet to the southerly right-of-way line of Lincoln Parkway; Thence in a southeasterly direction along the southerly right-of-way line of Lincoln Parkway approximately 5,147 feet to the centerline of North Kankakee Street; Thence in a southwesterly direction along the centerline of North Kankakee Street 160 feet to a point; Thence in a southeasterly direction along a path parallel to Harrison Street approximately 375 feet to the centerline of North Logan Street; Thence in a southwesterly direction along the centerline of North Logan Street approximately 3,017 feet to the northeastern right-of-way line of the Canadian Northern Railroad; Thence in a southeasterly direction along the northeastern right-of-way line of the Canadian Northern Railroad approximately 388 feet to a point perpendicular to the centerline of North Sangamon Street; Thence in a southwesterly direction along a path parallel to North Sangamon Street approximately 269 feet to the centerline of Galena Street; Thence in a north westerly direction along the centerline of Galena Street for 184 feet to a point; Thence in a southwesterly direction along a path parallel to North Sangamon Street for 230 feet to a point; Thence in a southeasterly direction along a path parallel to Galena Street for approximately 184 feet to the centerline of North Sangamon Street; Thence in a southwesterly direction along the centerline of North Sangamon Street approximately 532 feet to the centerline of Burlington Street; Thence in a northwesterly direction along the centerline of Burlington Street approximately 380 feet to the centerline of North Logan Street; Thence in a southwesterly direction along the centerline of North Logan Street for 190 feet to a point; Thence in a northwesterly direction along a path parallel to Burlington Street for approximately 770 feet to the centerline of North Ottawa Street; Thence in a southwesterly direction along the centerline of North Ottawa Street for 382 feet to a point; Thence in a southeasterly direction along a path parallel to Burlington Street approximately 382 feet to the centerline of North Kankakee Street; Thence in a southwesterly direction along the centerline of North Kankakee Street approximately 189 feet to the centerline of Lincoln Avenue; Thence in a southeasterly direction along the centerline of Lincoln Avenue for 570 feet to a point; Thence in a southwesterly direction along a path parallel to North Sangamon Street approximately 1,530 feet to the centerline of Pekin Street; Thence in a northwesterly direction along the centerline of Pekin Street approximately 577 feet to the centerline of North Kankakee Street; Thence in a southwesterly direction along the centerline of North Kankakee Street approximately 1,082 feet to the centerline of South Union Street; Thence in a southerly direction along the centerline of South Union Street for 123 feet to a point; Thence in a westerly direction along a path parallel to 5th Street for 100 feet to a point; Thence in a southerly direction

along a path parallel to South Union Street approximately 187 feet to the centerline of 5th Street; Thence in an easterly direction along the centerline of 5th Street approximately 100 feet to the centerline of South Union Street; Thence in a southerly direction along the centerline of South Union Street approximately 283 feet to the centerline of Decatur Street; Thence in a southeasterly direction along the centerline of Decatur Street approximately 360 feet to the centerline of 3rd Street; Thence in a southwesterly and westerly direction along the centerline of 3rd Street approximately 658 feet to the centerline of South Maple Street; Thence in a southerly direction along the centerline of South Maple Street approximately 440 feet to the centerline of 2nd Street; Thence in a westerly direction along the centerline of 2nd Street approximately 372 feet to the centerline of Walnut Street; Thence in a southerly direction along the centerline of Walnut Street approximately 330 feet to a point 40 feet south of the centerline of 1st Street; Thence due east approximately 320 feet to the northwesterly right-of-way line of the Union Pacific / Amtrak Railroad; Thence in a southwesterly direction along the northwesterly right-of-way line of the Union Pacific Amtrak Railroad approximately 1,980 feet to a point perpendicular to the centerline of West Kickapoo Street; Thence in a westerly direction along a path parallel to the centerline of West Kickapoo Street approximately 850 feet to the centerline of South State Street; Thence in a northerly direction along the centerline of South State Street approximately 1,485 feet to a point 50 feet south of the centerline of 1st Street; Thence in a westerly direction along a path 50 feet south and parallel of 1st Street approximately 1,580 feet to the southeasterly right-of-way line of Stringer Avenue; Thence in a southwesterly direction along the southeasterly right-of-way line of Stringer Avenue approximately 1,950 to the westerly right-of-way line of Lincoln Parkway / Business Interstate 55; Thence in a southerly direction along the westerly right-of-way line of Lincoln Parkway / Business Interstate 55 for 290 feet to a point; Thence due east approximately 2,571 feet to the north-south centerline line of Section 36, Township 20 North, Range 3 West, of the 3rd Principal Meridian; Thence in a southerly direction along the north-south centerline of said Section 36 approximately 705 feet to the south line of Section 36; Thence in an easterly direction along the south line of said Section 36 approximately 1,330 feet to the north-south centerline of the southeast quarter of Section 36; Thence in a northerly direction along the north-south centerline of the southeast quarter of Section 36 approximately 1,137 feet to the centerline of South Kickapoo Street; Thence in an easterly and northeasterly direction along the centerline of South Kickapoo Street approximately 440 feet to the east-west centerline of the southeast quarter of Section 36; Thence in an easterly direction along the east-west centerline of the southeast quarter of Section 36 approximately 240 to a point; Thence in northwesterly direction along a path parallel to South Kickapoo Street approximately 1,373 feet to the centerline of Willard Avenue; Thence in a southeasterly direction along the centerline of Willard Avenue approximately 193 feet to the centerline of South McLean Street; Thence in a northeasterly direction along the centerline of South McLean Avenue approximately 800 feet to the centerline of Decatur Street; Thence in a southeasterly direction along the centerline of Decatur Street for 200 feet to a point; Thence in a northeasterly direction along a path parallel to the centerline of South McLean Street for 565 feet to a point; Thence in a southeasterly direction along a path parallel to Pulaski Street approximately 192 feet to the centerline of South Hamilton Street; Thence in a southwesterly direction along the centerline of South Hamilton Street approximately 565 feet to the centerline of Decatur Street; Thence in a southeasterly direction along the centerline of Decatur Street for 90 feet to a point; Thence in a northeasterly direction along a path parallel to South Hamilton Street for 185 feet to a point; Thence in a southeasterly direction along a path a parallel to Decatur Street approximately 285 feet to the centerline of South Sherman Street; Thence in a northeasterly direction along the centerline of South Sherman Street approximately 570 feet to the centerline of Pulaski Street; Thence in a southeasterly direction along the centerline of Pulaski Street approximately 390 feet to the centerline of South Sheridan Street; Thence in a northeasterly direction along the centerline of South Sheridan Street approximately 390 feet to the centerline of Broadway Street; Thence in a southeasterly direction along the centerline of Broadway Street for 100 feet to a point; Thence in a northeasterly direction along a path parallel to South Sheridan Street for 200 feet to a point; Thence in a northwesterly direction along a path parallel to Broadway Street approximately 490 feet to the centerline of North Sherman Street; Thence in a northeasterly direction along the centerline of North Sherman Street approximately 200 feet to the centerline of Pekin Street; Thence in a northwesterly direction along the centerline of Pekin Street approximately 380 feet to the centerline of North Hamilton Street; Thence in a northeasterly direction along the centerline of North Hamilton Street approximately 570 feet to a point; Thence in a northwesterly direction along a path parallel to Delavan Street approximately 380 feet to the centerline of North McLean Street; Thence in a southwesterly direction along the centerline of North McLean Street approximately 190 feet to the centerline of Delavan Street; Thence in a northwesterly direction along the centerline of Delavan Street approximately 380 feet to the centerline of North Kickapoo Street; Thence in a

northeasterly direction along the centerline of North Kickapoo Street for 1,735 feet to a point; Thence in a northwesterly direction along a path parallel to Burlington Street for 190 feet to a point; Thence in a northeasterly direction along a path parallel to North Kickapoo Street approximately 190 feet to the centerline of Burlington Street; Thence in a northwesterly direction along the centerline of Burlington Street approximately 322 feet to the southeasterly right-of-way line of the Union Pacific / Amtrak Railroad; Thence in a southwesterly direction along the southeasterly right-of-way line of the Union Pacific / Amtrak Railroad approximately 385 feet to the centerline of State Route 10 / State Route 121 / Keokuk Street; Thence in a northwesterly direction along the centerline of State Route 10 / State Route 121 / Keokuk Street approximately 108 feet to the southeasterly right-of-way line of North Sangamon Street; Thence in a northeasterly direction along the southeasterly right-of-way line of North Sangamon Street approximately 764 feet to a point perpendicular to the centerline of Davenport Street; Thence in a southeasterly direction along a path parallel to the centerline of Davenport Street approximately 581 feet to the centerline of North Kickapoo Street; Thence in a northeasterly direction along the centerline of North Kickapoo Street approximately 2,273 feet to the centerline of Yosemite Avenue; Thence in a southeasterly direction along the centerline of Yosemite Avenue for 185 feet to a point; Thence in a northeasterly direction along a path parallel to North Kickapoo Street for 110 feet to a point; Thence in a northwesterly direction along a path parallel to Yosemite Avenue approximately 185 feet to the centerline of North Kickapoo Street; Thence in a northeasterly direction along the centerline of North Kickapoo Street for 2,490 feet to a point; Thence in a southeasterly direction along a path perpendicular to North Kickapoo Street for 200 feet to a point; Thence in a northeasterly direction along a path parallel to North Kickapoo Street for 130 feet to a point; Thence in a northwesterly direction along a path perpendicular to North Kickapoo Street approximately 200 feet to the centerline of North Kickapoo Street; Thence in a northeasterly direction along the centerline of North Kickapoo Street for 1,839 feet to a point; Thence in a southeasterly direction along a path perpendicular to North Kickapoo Street for 350 feet to a point; Thence in a northeasterly direction along a path parallel to North Kickapoo Street for 315 feet to a point; Thence in a northwesterly direction along a path perpendicular to North Kickapoo Street for 150 feet to a point; Thence in a southwesterly direction along a path parallel to North Kickapoo Street for 150 feet to a point; Thence in a northwesterly direction along a path perpendicular to North Kickapoo Street approximately 204 feet to the centerline of North Kickapoo Street; Thence in a northeasterly and northerly direction along the centerline of North Kickapoo Street approximately 645 feet to the east-west centerline of the south half of Section 20, Township 20 North, Range 2 West, of the 3rd Principal Meridian; Thence in an easterly direction along said east-west centerline of the south half of Section 20 approximately 2,151 feet to the westerly right-of-way line of Township Road 1400E; Thence in a southerly direction along the westerly right-of-way line of Township Road 1400E approximately 1,327 feet to the centerline of Airport Road; Thence in a westerly direction along the centerline of Airport Drive approximately 2,627 feet to the north-south centerline of Section 29, Township 20 North, Range 2 West, of the 3rd Principal Meridian; Thence in a southerly direction along the north-south centerline of said Section 29 approximately 2,669 feet to the east-west centerline of said Section 29; Thence in a westerly direction along the east-west centerline of said Section 29 for 2,060 feet to a point; Thence in a southerly direction along a path parallel to the west line of said Section 29 for 590 feet to a point; Thence in a westerly direction along a path parallel to the east-west centerline of said Section 29 approximately 590 feet to the east line of said Section 29; Thence in a southerly direction along the east line of said Section 29 approximately 2,061 feet to southwest corner of Section 29; Thence in an easterly direction along the south line of Section 29 approximately 3,986 feet to the north-south centerline of the east half of Section 32, Township 20 North, Range 2 West, of the 3rd Principal Meridian; Thence in a southerly direction along the north-south centerline of the east half of said Section 32 approximately 2,655 feet to the east-west centerline of said Section 32; Thence in a westerly direction along the east-west centerline of said Section 32 approximately 4,028 feet to the centerline of State Route 121 / Limit Street; Thence in a northerly and northwesterly direction along the centerline of State Route 121 / Limit Street approximately 2,262 to the centerline of State Route 10 / Keokuk Street; Thence in a northeasterly direction along the centerline of State Route 10 / Keokuk Street approximately 669 feet to the northeasterly right-of-way line of the Canadian Northern Railroad; Thence in a southeasterly direction along the northeasterly right-of-way line of the Canadian Northern Railroad approximately 716 feet to a point perpendicular to the easterly right-of-way line of Campus View Drive; Thence in a northerly direction along the easterly right-of-way line of Campus View Drive for 440 feet to a point; Thence due east 40 feet to a point; Thence in a northwesterly direction west 61 degrees north for 155 feet to a point; Thence in a northwesterly direction west 77 degrees north for 105 feet to a point; Thence in a northwesterly direction west 5 degrees north for approximately 87 feet to the centerline of State Route 10 / Keokuk Street; Thence in a northwesterly

direction west 71 degrees north approximately 305 feet to the north line of Section 31, Township 20 North, Range 2 West, of the 3rd Principal Meridian; Thence in a westerly direction along the north line of Section 31 for approximately 438 feet to the centerline of Commercial Drive; Thence in a southerly direction along the centerline of Commercial Drive approximately 555 feet to a point 3 feet north and parallel to the centerline of State Route 10 / Keokuk Street; Thence in a southwesterly direction along a path 3 feet north and parallel to the centerline of State Route 10 / Keokuk Street approximately 255 feet to the centerline of State Route 10 / State Route 121 / Keokuk Street; Thence in a northwesterly direction along the centerline of State Route 10 / State Route 121 / Keokuk Street approximately 396 feet to the north-south centerline of the northeast quarter of Section 31; Thence in a southerly direction along the north-south centerline of the northeast quarter of Section 31 for 555 feet to a point; Thence in a southwesterly direction along a path parallel to West Street for 215 feet to a point; Thence in a southeasterly direction along a path perpendicular to West Street for 50 feet to a point; Thence in a southwesterly direction along a path parallel to West Street approximately 525 feet to the centerline of Tremont Street; Thence in a southeasterly direction along the centerline of Tremont Street approximately 662 feet to the centerline of Border Street; Thence in a southerly direction along the centerline of Border Street approximately 425 feet to the centerline of Junction Street / Delevan Street; Thence in a westerly direction along the centerline of Junction Street approximately 582 feet to the centerline of North Elliot Street; Thence in a southwesterly direction along the centerline of North Elliot Street for 210 feet to a point; Thence due east approximately 312 feet to the centerline of Pekin Street; Thence in a southeasterly direction along the centerline of Pekin Street approximately 1,662 feet to the centerline of Foley Street; Thence in a southwesterly direction along the centerline of Foley Street approximately 380 feet to the centerline of Broadway Street; Thence in a southeasterly direction along the centerline of Broadway Street approximately 833 feet to the centerline of State Route 121 / Limit Street; Thence in a northerly direction along the centerline of State Route 121 / Limit Street for 893 feet to a point; Thence in an easterly direction along a path parallel to the east-west centerline of Section 32 for 1,000 feet to a point; Thence in a southerly direction along a path parallel to the west line of Section 32 approximately 1,741 feet to the south line of Section 32; Thence in an easterly direction along the south line of Section 32 approximately 4,338 feet to the southeast corner of Section 32, Township 20 North, Range 2 West, of the 3rd Principal Meridian, THE POINT OF BEGINNING.

ADDITIONS:

Elkhart

Beginning at the intersection of the centerline of Broadway Street and the centerline of State Route 121 / Limit Street in the City of Lincoln, Logan County, Illinois; Thence in a southeasterly direction on a three foot wide strip along the centerline of State Route 121 / Limit Street approximately 5.85 miles (30,912 feet) to the centerline of 1025th Street; Thence in a westerly direction on a three foot wide strip along the centerline of 1025th Street approximately 1.03 miles (5,458 feet) to the centerline of the Canadian Northern Railroad; Thence in a southeasterly direction on a three foot wide strip along the centerline of the Canadian Northern Railroad approximately 1.31 miles (6,927 feet) to the centerline of 900th Street / 1525th Avenue; Thence in a westerly and then southerly direction on a three foot wide strip along the centerline of 900th Street / 1525th Avenue approximately 1,167 feet to the point where 1525th Avenue becomes 878th Street; Thence westerly on a three foot wide strip along the centerline of 878th Street approximately 1,311 feet to the centerline of 1500th Avenue; Thence in a southerly direction on a three foot wide strip along the centerline of 1500th Avenue approximately 2.80 miles (14,765 feet) to the centerline of 600th Street; Thence in a westerly direction on a three foot wide strip along the centerline of 600th Street approximately 3.48 miles (18,363 feet) to the centerline of 1150th Avenue; Thence in a northerly direction on a three foot wide strip along the centerline of 1150th Avenue approximately 1.01 miles (5,316 feet) to the centerline of 700th Street; Thence in a westerly direction on a three foot wide strip along 700th Street approximately 5.21 miles (27,535 feet) to the point where 700th Street becomes Chapel Road; Thence in a northwesterly direction on a three foot wide strip along the centerline of Chapel Road approximately 1,545 feet to the point where Chapel Road becomes North Gillett Street; Thence in a southwesterly direction on a three foot wide strip along the centerline of North Gillett Street approximately 800 feet to the centerline of Governor Oglesby Street; Thence in a northwesterly direction on a three foot wide strip along the centerline of Governor Oglesby Street approximately 843 feet to the centerline of the Union Pacific / Amtrak Railroad, THE POINT OF BEGINNING; Thence in a northeasterly direction along the centerline of the Union Pacific / Amtrak Railroad for 1,895 feet to a point; Thence in a northwesterly direction west 36 degrees north approximately 260 feet to the centerline of the frontage road

Old Route 66; Thence in a southwesterly direction west 15 degrees south for 1,157 feet to a point; Thence due south for 219 feet to a point; Thence in a northeasterly direction east 15 degrees north approximately 956 feet to the centerline of the frontage road Old Route 66; Thence in a southwesterly direction along the centerline of frontage road Old Route 66 approximately 1,558 feet to the centerline of Governor Oglesby Street; Thence in a southeasterly direction along the centerline of Governor Oglesby Street approximately 210 feet to the centerline of the Union Pacific / Amtrak Railroad, TO THE POINT OF BEGINNING, ENCOMPASSING THE AREA ENCLOSED.

Beginning at the intersection of the centerline of Broadway Street and the centerline of State Route 121 / Limit Street in the City of Lincoln, Logan County, Illinois; Thence in a southeasterly direction along the centerline of State Route 121 / Limit Street for 1.04 miles (5,480 feet) to a point, THE POINT BEGINNING; Thence due east approximately 700 feet to the centerline of the Canadian Northern Railroad; Thence in a southeasterly direction along the centerline of the Canadian Northern Railroad for 700 feet to a point; Thence due west approximately 505 feet to the centerline of State Route 121; Thence in a northwesterly direction approximately 790 feet, TO THE POINT OF BEGINNING, ENCOMPASSING THE AREA ENCLOSED.

Viper Mine: Unincorporated Logan County

Beginning at the intersection of the centerline of 600th Street and the centerline of 1150th Avenue in Section 13, Township 18 North, Range 3 West, of the 3rd Principal Meridian, Logan County, Illinois; Thence in a westerly direction on a three foot wide strip along the centerline of 600th Street approximately 2,649 feet to the centerline of 1100th Avenue; Thence in a southerly direction on a three foot wide strip along the centerline of 1100th Avenue approximately 2,621 feet to the centerline of 550th Street; Thence in a westerly direction on a three foot wide strip along the centerline of 550th Street approximately 1.99 miles (10,500 feet) to the centerline of 900th Avenue; Thence in a northerly direction on a three foot wide strip along the centerline of 900th Avenue approximately 2,610 feet to the centerline of 600th Street; Thence in an easterly direction on a three foot wide strip along the centerline of 600th Street approximately 1.00 miles (5,254 feet) to the east line of Section 20; Thence in a westerly direction on a three foot wide strip along the centerline of 600th Street for 0.35 miles (1,837 feet) to a point being the easternmost entrance of the Viper Mine, THE POINT OF BEGINNING; Thence due south 0.27 miles (1,401 feet) to a point; Thence due west 0.26 miles (1,356 feet) to a point; Thence due north 0.19 miles (1,006 feet) to a point; Thence due east 0.11 miles (589 feet) to a point; Thence due north 0.09 miles (456 feet) to a point; Thence due west 0.02 miles (120 feet) to a point; Thence due north 0.14 miles (750 feet) to a point; Thence due east 0.16 miles (887 feet) to a point; Thence due south 0.15 miles (811 feet) to the centerline of 600th Street, TO THE POINT OF BEGINNING; ENCOMPASSING THE AREA ENCLOSED.

Beginning at the intersection of 600th Street and the east line of Section 20, Township 18 North, Range 3 West, of the 3rd Principal Meridian; Thence in a westerly direction along the centerline of 600th Street 0.60 miles (3,193 feet) to a point; Thence due south 395 feet to the border of the Lincoln-Logan County Enterprise Zone, THE POINT OF BEGINNING; Thence in a northwesterly direction west 50 degrees north for approximately 663 feet to a point 100 feet north of the centerline of 600th Street; Thence in a westerly direction along a path parallel and 100 feet north of the centerline of 600th Street approximately 2.28 miles (12,028 feet) to the southeasterly right-of-way line of the Union Pacific / Amtrak Railroad; Thence in a southwesterly direction along the southeasterly right-of-way line of the Union Pacific / Amtrak Railroad approximately 2.57 miles (13,555 feet) to the Logan County Line and south line of Section 27, Township 18 North, Range 4 West, of the 3rd Principal Meridian; Thence in a westerly direction along the Logan County Line and south line of said Section 27 approximately 0.48 miles (2,556 feet) to a point; Thence in northeasterly direction north 37 degrees east for 1.94 miles (10,296 feet) to a point; Thence left 90 degrees in a northwesterly direction north 53 degrees west for 0.38 miles (2,006 feet) to a point; Thence left 90 degrees in a southwesterly direction west 53 degrees south for 1.96 miles (10,349 feet) to a point; Thence right 90 degrees in a northwesterly direction north 53 degrees west for 0.27 miles (1,426 feet) to a point; Thence right 90 degrees in a northeasterly direction north 37 degrees east for 1.04 miles (5,491 feet) to a point; Thence left 90 degrees in a northwesterly direction north 53 degrees west for 0.38 miles (2,006 feet) to a point; Thence left 90 degrees in a southwesterly direction west 53 degrees south for 1.0 miles (5,280 feet) to a point; Thence right 90 degrees in a northwesterly direction north 53 degrees west for 0.29 miles (1,531 feet) to a point; Thence left 90 degrees in a southwesterly direction west 53 degrees south for 0.19 miles (1,003 feet) to a point; Thence left 90 degrees in a southeasterly direction south 53 degrees east for 0.33 miles (1,742

feet) to a point; Thence right 90 degrees in a southwesterly direction west 53 degrees south for approximately 0.52 miles (2,746 feet) to the Logan County border and south line of Township 18 North, Range 4 West, of the 3rd Principal Meridian; Thence in an easterly direction along the Logan County border and south line of Township 18 North, Range 4 West, of the 3rd Principal Meridian for 0.46 miles (2,446 feet) to a point; Thence in a northeasterly direction north 37 degrees east for 0.23 miles (1,214 feet) to a point; Thence right 90 degrees in a southeasterly direction south 53 degrees east for approximately 0.31 miles (1,612 feet) to the Logan County border and south line of Township 18 North, Range 4 West, of the 3rd Principal Meridian; Thence in an easterly direction along the Logan County border and south line of Township 18 North, Range 4 West, of the 3rd Principal Meridian for 0.88 miles (4,645 feet) to a point 140 feet due east of the southeasterly right-of-way line of the Union Pacific / Amtrak Railroad; Thence in a northeasterly direction along a path 140 feet east of the southeasterly right-of-way line of the Union Pacific / Amtrak Railroad for 2.31 miles (12,220 feet) to a point; Thence in a northeasterly direction north 55 degrees east for approximately 0.36 miles (1,908 feet) to a point 50 feet north of the centerline of 600th Street; Thence in an easterly direction along a path parallel and 50 feet north of the centerline of 600th Street for 2.13 miles (11,220 feet) to a point; Thence in a southeasterly direction east 50 degrees south for approximately 936 feet to the border of the Lincoln-Logan County Enterprise Zone; Thence due north approximately 250 feet, TO THE POINT OF BEGINNING; ENCOMPASSING THE AREA ENCLOSED.

Lake Fork: Unincorporated Logan County

Beginning at the intersection of the centerline of 600th Street and the centerline of 1500th Avenue in Section 16, Township 18 North, Range 2 West, of the 3rd Principal Meridian, Logan County, Illinois; Thence in a southerly direction on a three foot wide strip along the centerline of 1500th Avenue approximately 5,320 feet to the centerline of Illinois State Route 54; Thence in a southwesterly direction on a three foot wide strip along the centerline of Illinois State Route 54 approximately 2.40 miles (12,665 feet) to the centerline of 1300th Avenue in Lake Fork, Illinois, THE POINT OF BEGINNING; Thence in a northerly direction along the centerline of 1300th Avenue approximately 187 feet to the centerline of the Canadian National Railroad; Thence in a southwesterly direction along the centerline of the Canadian National Railroad 1,200 feet to a point; Thence due south approximately 187 feet to the centerline of Illinois State Route 54; Thence in a northeasterly direction along the centerline of Illinois State Route 54 approximately 1,200 feet, TO THE POINT OF BEGINNING; ENCOMPASSING THE AREA ENCLOSED.

Beginning at the intersection of the centerline of 1300th Avenue and the centerline of the Canadian National Railroad in Section 31, Township 18 North, Range 2 West, of the 3rd Principal Meridian, Lake Fork, Logan County, Illinois; Thence in a northerly direction on a three foot wide strip along 1300th Avenue approximately 52 feet to the centerline of Logan Street; Thence in a southwesterly and then westerly direction on a three foot wide strip along the centerline of Logan Street approximately 690 feet to the centerline of Washington Street, THE POINT OF BEGINNING; Thence due north 162 feet to a point; Thence due west 28 feet to a point; Thence due north 332 feet to a point; Thence due west 652 feet to a point; Thence due south 331 feet to a point; Thence due east 350 feet to a point; Thence due south 163 feet to a point; Thence due east 330 feet, TO THE POINT OF BEGINNING; ENCOMPASSING THE AREA ENCLOSED, area being tax parcel 06-572-001-11 and 06-081-001-05.

New Holland / Burtonview: Unincorporated Logan County

Beginning at the intersection of the centerline of Woodlawn Road / State Route 10, the eastern right-of-way border line of Interstate 55, and the Lincoln-Logan County Enterprise Zone boundary in Section 27, Township 20 North, Range 3 West, of the 3rd Principal Meridian, Logan County, Illinois; Thence in a northwesterly direction on a three foot wide strip along the centerline of Woodlawn Road / State Route 10 approximately 3.74 miles (19,750 feet) to the west line of Section 19, Township 20 North, Range 3 West, of the 3rd Principal Meridian, THE POINT OF BEGINNING; Thence in a southerly direction along the west line of said Section 19 for 570 feet to a point; Thence due east 1,010 feet to a point; Thence due north approximately 380 feet to the centerline of State Route 10; Thence in a westerly direction along the centerline of State Route 10 approximately 1,045 feet, TO THE POINT OF BEGINNING, ENCOMPASSING THE AREA ENCLOSED.

Beginning at the intersection of the centerline of State Route 10 and the west line of Section 19, Township 20 North, Range 3 West, of the 3rd Principal Meridian, Logan County, Illinois; Thence in a westerly on a three foot wide strip approximately 5.22 miles (27,538 feet) to the intersection of the centerline of 100th Avenue and

centerline of East Lincoln Street in the Village of New Holland, Illinois, THE POINT OF BEGINNING; Thence in a westerly direction along the centerline of East Lincoln Street approximately 1,202 feet to the centerline of Stone Street; Thence due west for 245 feet to a point; Thence due south for 400 feet to a point; Thence due east approximately 1,400 feet to a point perpendicular to the centerline of 100th Avenue; Thence in a northerly direction along a path parallel to the centerline of 100th Avenue approximately 355 feet to the centerline East Lincoln Street, TO THE POINT OF BEGINNING, ENCOMPASSING THE AREA ENCLOSED.

Beginning at the intersection of the centerline of State Route 10 and the centerline of Page Street in Section 17, Township 20 North, Range 4 West, of the 3rd Principal Meridian, Logan County, Illinois, THE POINT OF BEGINNING; Thence due south 230 feet to a point; Thence due west approximately 787 feet to the centerline of 100th Avenue; Thence in a northerly direction along the centerline of 100th Avenue for 110 feet to a point; Thence due east for 250 feet to a point; Thence due north approximately 250 feet to the centerline of State Route 10; Thence in an easterly direction along the centerline of State Route 10 to the centerline of Page Street, TO THE POINT OF BEGINNING, ENCOMPASSING THE AREA ENCLOSED.

Beginning at the intersection of the centerline of State Route 10 and the north-south centerline of the southeast quarter of Section 17, Township 20 North, Range 4 West, of the 3rd Principal Meridian, Logan County, Illinois, THE POINT OF BEGINNING; Thence in a southerly direction along the north-south centerline of the southeast quarter of said Section 17 approximately 596 feet to the south line of said Section 17; Thence in a westerly direction along the south line of said Section 17 for 425 feet to a point; Thence in a northerly direction along a path parallel to the north-south centerline of the southeast quarter of said Section 17 approximately 677 feet to the centerline of State Route 10; Thence in an easterly direction along the centerline of State Route 10 approximately 428 feet to the north-south centerline of the southeast quarter of said Section 17, TO THE POINT OF BEGINNING, ENCOMPASSING THE AREA ENCLOSED.

Emden

Beginning at the intersection of the Lincoln-Logan County Enterprise Zone, the southbound centerline of Interstate 55, and the centerline of State Route 10 in Section 27, Township 20 North, Range 3 West, of the 3rd Principal Meridian, Logan County, Illinois; Thence in a northerly direction on a three foot wide strip along the southbound centerline of Interstate 55 and Interstate 155 approximately 10.16 miles (53,648 feet) to the south line of Section 5, Township 21 North, Range 3 West, of the 3rd Principal Meridian, Logan County, Illinois; Thence in a westerly direction on a three foot wide strip along the south line of said Section 5 and Section 6 approximately 1.39 miles (7,338 feet) to the centerline of the western most track of the Canadian Northern Railroad; Thence in a northwesterly direction on a three foot wide strip along centerline of the western most track of the Canadian Northern Railroad approximately 3,233 feet to the centerline of North Street in Emden, Illinois, THE POINT OF BEGINNING; Thence in an easterly direction along the centerline of North Street approximately 303 feet to the centerline of Archer Street; Thence due north 660 feet to a point; Thence due west approximately 740 feet to the centerline of the western most track of the Canadian Northern Railroad; Thence in a southeasterly direction along the centerline of the western most track of the Canadian Northern Railroad approximately 804 feet to the centerline of North Street, TO THE POINT OF BEGINNING, ENCOMPASSING THE AREA ENCLOSED.

Hartsburg

Beginning at the intersection of the Lincoln-Logan County Enterprise Zone, the southern right-of-way line of Interstate 55, and the west line of Section 18, Township 20 North, Range 2 West, of the 3rd principal meridian, Logan County, Illinois; Thence in a westerly direction on a three foot wide strip along the southern right-of-way line of Interstate 55 approximately 1.00 miles (5,280 feet) to the centerline of State Route 121; Thence in a northerly and then northwesterly direction on a three foot wide strip along the centerline of State Route 121 approximately 5.61 miles (29,634 feet) to the centerline of West Front Street in Hartsburg, Illinois, THE POINT OF BEGINNING; Thence in a westerly direction along the centerline of West Front Street approximately 120 feet to the centerline of South First Street; Thence in a southerly direction along the centerline of South First Street for 630 feet to a point; Thence due west 590 feet to a point; Thence due south 425 feet to a point; Thence due east 645 feet to a point; Thence due north 216 feet to a point; Thence due east approximately 600 feet to the centerline of State Route 121; Thence in a northwesterly direction along the centerline of State Route 121 approximately 1,010 feet to the centerline of West Front Street, TO THE POINT OF BEGINNING, ENCOMPASSING THE AREA ENCLOSED.

Atlanta

Beginning at the intersection of the northwesterly right-of-way line of the Union Pacific Railroad and the east line of Section 16, Township 20 North, Range 2 West, of the 3rd principal meridian, Logan County, Illinois; Thence in a northeasterly direction on a three foot wide strip along the northwesterly right-of-way of the Union Pacific Railroad approximately 6.42 miles (33,903 feet) to the centerline of Elm Street in Atlanta, Illinois, THE POINT OF BEGINNING; Thence in a southeasterly direction along the centerline of Elm Street approximately 257 feet to the centerline of Southwest Arch Street; Thence in a northeasterly direction along the centerline of Southwest Arch Avenue approximately 616 feet to the centerline of Montgomery Street; Thence in a northwesterly direction along a path perpendicular to the northwesterly right-of-way of the Union Pacific Railroad approximately 240 feet to the northwesterly right-of-way of the Union Pacific Railroad; Thence in a southwesterly direction along the northwesterly right-of-way of the Union Pacific Railroad approximately 596 feet to the centerline of Elm Street, TO THE POINT OF BEGINNING, ENCOMPASSING THE AREA ENCLOSED.

Beginning at the intersection of the northwesterly right-of-way line of the Union Pacific Railroad and the centerline of Race Street in Atlanta, Illinois; Thence in a southeasterly direction on a three foot wide strip along the centerline of Race Street approximately 800 feet to the intersection of the centerline of East South Street and the centerline of South Race Street; Thence in a southerly direction on a three foot wide strip along the centerline of South Race Street approximately 2,010 feet to the centerline of Sharon Street, THE POINT OF BEGINNING; Thence in a westerly direction along the centerline Sharon Street approximately 895 feet to the centerline of Martin Street; Thence in a southerly direction along a path parallel to the centerline of Martin Street approximately 546 feet to the northwesterly right-of-way line of Interstate 55; Thence in a northeasterly direction along the northwesterly right-of-way line of Interstate 55 approximately 893 feet to the centerline of South Race Street / 1975th Avenue; Thence in a northerly direction along the centerline of South Race Street / 1975th Avenue approximately 493 feet to the centerline of Sharon Street, TO THE POINT OF BEGINNING, ENCOMPASSING THE AREA ENCLOSED.

Beginning at the intersection of the centerline of South Race Street, the centerline of North Lincoln Parkway / Old Route 66, and the Lincoln – Logan County Enterprise Zone in Atlanta, Illinois in Section 20, Township 21 North, Range 1 West, of the 3rd principal meridian, Logan County, Illinois; Thence in a northeasterly direction on a three foot wide strip along the centerline of North Lincoln Parkway / Old Route 66 for 1,200 feet to a point; Thence in a southeasterly direction on a three foot wide strip along a path perpendicular to the centerline of North Lincoln Parkway / Old Route 66 for 130 feet to a point, THE POINT OF BEGINNING; Thence in a southeasterly direction east 41 degrees south approximately 780 feet to a point 75 feet northwest of the northwesterly right-of-way line of the southbound on-ramp of exit 140 of Interstate 55; Thence in a northeasterly direction along a path parallel and 75 feet northwest of the northwesterly right-of-way line of the southbound on-ramp of exit 140 of Interstate 55 for 1,135 feet to a point; Thence in a northwesterly direction north 86 degrees west for 800 feet to a point 130 feet southeast of the centerline of North Lincoln Parkway / Old Route 66; Thence in a southwesterly direction along a path parallel and 130 feet southeast of North Lincoln Parkway / Old Route 66 approximately 726 feet, TO THE POINT OF BEGINNING, ENCOMPASSING THE AREA ENCLOSED, which includes the following five entire parcels: 05-020-038-30 (5-135D S20 T21 R1 {PB 1750} LOTS 3, 5 & W 1/2 LOT 6 ATLANTA COMMERCIAL DEVELOPMENT PT SE), 05-020-037-50 (5-135 S20 T21 R1 EX 2.03 A TRACT & EX LOTS 3, 4, 5 & W 1/2 LOT 6 OF ATLANTA COMMERCIAL DEVELOPMENT, TRACT E PT SE 1/4), 05-021-007-40 (5-144B S21 T21 R1 1.36 A TRACT W OF I-55 R/W W 1/2 SW), and 05-021-007-90 (5-144G S21 T21 R1 E 1/2 LOT 6, ADJACENT PROPOSED EMPIRE ST & ALL LOT 7 ATLANTA COMMERCIAL DEVELOPMENT PT W 1/2 SW).

Beason: Unincorporated Logan County

Beginning at the intersection of the Lincoln-Logan County Enterprise Zone, the centerline of State Route 10, and the east line of Section 32, Township 20 North, Range 2 West, of the 3rd principal meridian, Logan County, Illinois; Thence in an easterly direction on a three foot wide strip along the centerline of State Route 10 approximately 2.01 miles (10,624 feet) to the centerline of 1600th Avenue; Thence in a southerly direction on a three foot wide strip along the centerline of 1600th Avenue 2,280 feet to a point, THE POINT OF BEGINNING; Thence due east for 825 feet to a point; Thence due south 620 feet to a point; Thence due west approximately 825 feet to the centerline of 1600th Avenue; Thence in a northerly direction along the centerline

of 1600th Avenue approximately 620 feet TO THE POINT OF BEGINNING, ENCOMPASSING THE AREA ENCLOSED.

Beginning at the intersection of the centerline of State Route 10 and the centerline of 1600th Avenue in Logan County, Illinois; Thence in an easterly direction on a three foot wide strip along the centerline of State Route 10 approximately 5.21 miles (27,511 feet) to the centerline of 2150th Avenue; Thence in a southerly direction on a three foot wide strip along the centerline of 2150th Avenue approximately 2,091 feet to the centerline of Logan Street in Beason, Illinois, THE POINT OF BEGINNING; Thence in a westerly direction along a path parallel to Logan Street for 1,810 feet to a point; Thence in a southerly direction along a path parallel to 2150th Avenue for 600 feet to a point; Thence in an easterly direction along a path parallel to Logan Street to approximately 1,810 feet to the centerline of 2150th Avenue / Broadway Street; Thence in a northerly direction along the centerline of 2150th Avenue / Broadway Street for approximately 600 feet to the centerline of Logan Street, TO THE POINT OF BEGINNING, ENCOMPASSING THE AREA ENCLOSED.

Beginning at the intersection of the Lincoln-Logan County Enterprise Zone, centerline of State Route 10 and the centerline of 1800th Avenue in Logan County, Illinois; Thence in a southerly direction on a three foot wide strip along the centerline of 1800th Avenue for 2,000 feet to a point, THE POINT OF BEGINNING; Thence due west for 535 feet to a point; Thence due south for 650 feet to a point; Thence due east approximately 535 feet to the centerline of 1800th Avenue; Thence in a northerly direction along the centerline of 1800th Avenue approximately 650 feet, TO THE POINT OF BEGINNING, ENCOMPASSING THE AREA ENCLOSED.

Mount Pulaski

Beginning at the intersection of the Lincoln-Logan County Enterprise Zone, the centerline of 1500th Avenue, and the centerline of 600th Street, Township 18 North, Range 2 West, of the 3rd principal meridian, Logan County, Illinois; Thence in an easterly direction on a three foot wide strip along the centerline of 600th Street approximately 0.59 miles (3,109 feet) to the centerline of West Lipp Road; Thence in a northeasterly direction on a three foot wide strip along the centerline of West Lipp Road approximately 0.53 miles (2,797 feet) to the northeasterly right-of-way line of the Canadian Northern Railroad, THE POINT OF BEGINNING; Thence in an easterly direction along the centerline of West Lipp Road approximately 40 feet to the centerline of South Park Street; Thence in a northerly direction along the centerline of South Park Street approximately 475 feet to the centerline of West Cooke Street; Thence due east approximately 350 feet to the northeasterly right-of-way line of the Canadian Northern Railroad; Thence in a southeasterly direction along the northeasterly right-of-way line of the Canadian Northern Railroad approximately 600 feet to the centerline of West Lipp Road, TO THE POINT OF BEGINNING, ENCOMPASSING THE AREA ENCLOSED.

Beginning at the intersection of the Lincoln-Logan County Enterprise Zone, the centerline of West Lipp Road, and the northeasterly right-of-way line of the Canadian Northern Railroad Section 15, Township 18 North, Range 2 West, of the 3rd principal meridian, Logan County, Illinois; Thence in a southeasterly direction on a three foot wide strip along the northeasterly right-of-way line of the Canadian Northern Railroad approximately 0.35 miles (1,824 feet) to the centerline of Scroggin Avenue / South Washington Street; Thence in a northeasterly direction on a three foot wide strip along the centerline of Scroggin Avenue / South Washington Street approximately 14 feet to the centerline of East McDonald Street; Thence in an easterly direction on a three foot wide strip along the centerline of East McDonald Street approximately 0.41 miles (2,160 feet) to the centerline of South Topper Drive / State Route 121; Thence in a southeasterly direction on a three foot wide strip along the centerline of South Topper Drive / State Route 121 approximately 1.84 miles (9,738 feet) to the centerline of 1842nd Avenue; Thence in a southerly direction on a three foot wide strip along the centerline of 1842nd Avenue approximately 96 feet to the southwesterly right-of-way line of the Canadian Northern Railroad, THE POINT OF BEGINNING; Thence in a southerly direction along the centerline of 1842nd Avenue for 200 feet to a point; Thence due west for 1,310 feet to a point; Thence due north approximately 740 feet to the southwesterly right-of-way line of the Canadian Northern Railroad; Thence in a southeasterly direction along the southwesterly right-of-way line of the Canadian Northern Railroad approximately 1,422 feet to the centerline of 1842nd Avenue, TO THE POINT OF BEGINNING, ENCOMPASSING THE AREA ENCLOSED.

Beginning at the intersection of the centerline of South Topper Drive / State Route 121 and the centerline of East McDonald Street in Section 14, Township 18 North, Range 2 West, of the 3rd principal meridian, Logan County, Illinois; Thence in a northerly direction on a three foot wide strip along the centerline of South Topper

Drive / State Route 121 approximately 0.76 miles (4,000 feet) to the centerline of East Chestnut Street, THE POINT OF BEGINNING; Thence in an easterly direction along the centerline of East Chestnut Street approximately 150 feet to the north-south centerline of east half of Section 14, Township 18 North, Range 2 West, of the 3rd principal meridian Thence in a northerly direction along the north-south centerline of said Section 14 approximately 1,340 feet to the north line of said Section 14; Thence in a westerly direction along the north line of Section 14 for 990 feet to a point; Thence due south for 90 feet to a point; Thence in a westerly direction along a path parallel to the north line of Section 14 approximately 330 feet to the easterly right-of-way line of North Vine Street / North Topper Drive; Thence in southeasterly direction along the easterly right-of-way line of North Vine Street / North Topper Drive for 650 feet to a point; Thence due north for 130 feet to a point; Thence due east 50 feet to a point; Thence due south approximately 175 feet to the easterly right-of-way line of North Vine Street / North Topper Drive; Thence in a southeasterly direction along the easterly right-of-way line of North Vine Street / North Topper Drive approximately 1,057 feet to a point that is approximately 30 feet due north of the intersection of the centerline of East Chestnut Street and the centerline of North Topper Drive; Thence due south approximately 30 feet to the intersection of the centerline of East Chestnut Street and the centerline of North Topper Drive, TO THE POINT OF BEGINNING, ENCOMPASSING THE AREA ENCLOSED.

EXHIBIT D
ENTERPRISE ZONE APPLICATION FOR NEW DESIGNATION
Qualifying Criteria

Required Tests: The Area Must Meet at Least Three of the Following Tests

1. **Unemployment:** All or part of the local labor market area has had an annual average unemployment rate of at least 120% of the State's annual average unemployment rate for the most recent calendar year or the most recent fiscal year as reported by the Department of Employment Security.
2. **Substantial Employment Opportunities:** Designation will result in the development of substantial employment opportunities by creating or retaining a minimum aggregate of 1,000 full-time equivalent jobs due to an aggregate investment of \$100,000,000 or more, and will help alleviate the effects of poverty and unemployment within the local labor market area.
3. **Poverty:** All or part of the local labor market area has a poverty rate of at least 20% according to the latest data from the U.S. Census Bureau, 50% or more of children in the local labor market area are eligible to participate in the federal free or reduced-price meals program according to reported statistics from the State Board of Education, or 20% or more households in the local labor market area receive food stamps according to the latest data from the U.S. Census Bureau.
4. **Abandoned Coal Mine, Brownfield or Federal Disaster Area:** An abandoned coal mine or a brownfield located in the proposed zone area, or all or a portion of the proposed zone was declared a federal disaster area in the 3 years preceding the date of application.
5. **Large Scale Business Closings:** The local labor market area contains a presence of large employers that have downsized over the years, labor market area has experienced plant closures in the 5 years prior to the date of application affecting more 50 workers, or the local labor market area has experienced State or federal facility closures in the 5 years prior to the date of application affecting more than 50 workers.
6. **Vacant Structures:** Based on data from Multiple Listing information or other suitable sources, the local labor market area contains a high floor vacancy rate of industrial or commercial properties, vacant or demolished commercial and industrial structures are prevalent in the local labor market area, or industrial structures in the local labor market area are not used because of age, deterioration, relocation of the former occupants, or cessation of operation.
7. **Tax Base Improvement Plan:** The applicant demonstrates a substantial plan for using the designation to improve the State and local government tax base, including income, sales, and property taxes.
8. **Public Infrastructure Improvement Plan:** Significant public infrastructure is present in the local labor market area in addition to a plan for infrastructure development and improvement.
9. **Manufacturing Skills Programs:** High schools or community colleges located within the local labor market area are engaged in ACT Work Keys, Manufacturing Skills Standard Certification, or industry-based credentials that prepare students careers.
10. **Equalized Assessed Valuation:** The increase (decrease) in equalized assessed valuation of industrial and/or commercial properties in the 5 years prior to the date of application in the local labor market area is equal to or less than (greater than) 50% of the State average increase (decrease) in equalized valuation for industrial and/or commercial properties, as applicable, for the same period of time as reported by the Illinois Department of Revenue.

EXHIBIT E
INTERGOVERNMENTAL AGREEMENT

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE COUNTY OF LOGAN, THE CITY OF LINCOLN,
THE CITY OF ATLANTA, THE VILLAGE OF ELKHART,
THE VILLAGE OF EMDEN, THE VILLAGE OF HARTSBURG,
THE CITY OF MOUNT PULASKI, AND THE VILLAGE OF NEW HOLLAND**

This Intergovernmental Agreement (hereinafter referred to as the "Agreement") is entered into by and between the County of Logan, a unit of local government in the State of Illinois, acting through its County Board (hereinafter referred to as the "County") and the City of Lincoln, an Illinois municipal corporation, acting through its Mayor and City Council (hereinafter referred to as "Lincoln"); the City of Atlanta, an Illinois municipal corporation, acting through its Mayor and City Council (hereinafter referred to as "Atlanta"); the Village of Elkhart, an Illinois municipal corporation, acting through its Village President and Village Trustees (hereinafter referred to as "Elkhart"); the Village of Emden, an Illinois municipal corporation, acting through its Village President and Village Trustees (hereinafter referred to as "Emden"); the Village of Hartsburg, an Illinois municipal corporation, acting through its Village President and Village Trustees (hereinafter referred to as "Hartsburg"); the City of Mount Pulaski, an Illinois municipal corporation, acting through its Mayor and City Council (hereinafter referred to as "Mount Pulaski"); and the Village of New Holland, an Illinois municipal corporation, acting through its Village President and Village Trustees (hereinafter referred to as "New Holland"), (hereinafter referred to collectively as the "Units of Government"):

WITNESSETH:

WHEREAS, the Units of Government are units of government as provided by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq., and therefore have authority to enter into Intergovernmental Agreements with other governmental bodies for the joint exercise of powers, privileges and authorities; and,

WHEREAS, pursuant to 20 ILCS 655/1 et. seq. (formerly Ill. Rev. Stat. 1991, ch. 67 1/2, Section 601 et. seq.) (the "Act"), the State of Illinois authorized the creation of enterprise zones, together with certain incentive programs; and,

WHEREAS, pursuant to the Act, certain Units of Government created and amended, from time to time, the Original Lincoln-Logan County Enterprise Zone, which included certain real estate located in the Units of Government; and,

WHEREAS, in connection with the creation of the Original Lincoln-Logan County Enterprise Zone, certain Units of Government adopted certain real estate tax abatement incentives, retail sales tax exemption incentives, and other incentives authorized under the Act, that promoted economic growth, encouraged economic development, created and retained jobs, and reduced unemployment in the area of the Units of Government; and,

WHEREAS, the term of the Original Lincoln-Logan County Enterprise Zone will terminate on June 30, 2017 pursuant to the Act; and,

WHEREAS, the Original Lincoln-Logan County Enterprise Zone in fact accomplished, in part, the public purpose of promoting economic growth of the community and protecting the health,

safety and welfare of the community by encouraging public and private investment, promoting job creation and job retention, and conserving the health, safety and welfare of the community; and,

WHEREAS, there continue to be certain areas in the Units of Government that need the particular attention of government, business and labor to attract private sector investments and directly aid the entire region and the residents thereof; and,

WHEREAS, a disproportionate number of residents within the Units of Government, for several years have suffered pervasive poverty, unemployment and economic distress, related to the prolonged national recession, shifts of industries throughout the area of the Units of Government, and a variety of other economic factors negatively affecting the areas of the Units of Government; and,

WHEREAS, the members of this duly constituted legislative body are cognizant of the distressed conditions existing within this area and desire to alleviate these distressed conditions, to build upon the past public and private investments and accomplishments arising out of the Original Lincoln-Logan County Enterprise Zone, to further pursue the public purpose of promoting economic and employment growth of the community and to protect the health, safety and welfare of the community; and,

WHEREAS, the Units of Government have indicated their willingness and desire to cooperate in designating portions of their municipalities as an Enterprise Zone; and,

WHEREAS, pursuant to Public Act 97-905, the State of Illinois amended the Act to provide for the creation of enterprise zones after the natural termination of an enterprise zone created earlier under the Act, and in connection therewith, the Units of Government may apply with and obtain designation from the Illinois Department of Commerce and Economic Opportunity (the "Department" or "DCEO") to establish an Enterprise Zone encompassing a part of the Units of Government commencing January 1, 2017; and,

WHEREAS, pursuant to this Agreement, the Units of Government authorize the filing of an application with the State of Illinois Department of Commerce and Economic Opportunity to designate, enact and create the Lincoln-Logan County Enterprise Zone (hereinafter referred to as the "Enterprise Zone Application") under the provisions of the Act, to create the Lincoln-Logan County Enterprise Zone (the "Enterprise Zone") to include certain real estate within the County of Logan, Illinois, the City of Lincoln, Illinois, the City of Atlanta, Illinois, the Village of Elkhart, Illinois, the Village of Emden, Illinois, the Village of Hartsburg, Illinois, the City of Mount Pulaski, Illinois, and the Village of New Holland, Illinois for the purpose of encouraging economic development, job creation and job retention in the region, and to conserve the health, safety and welfare of the community, said real estate being more fully described in the attached Exhibit A and Exhibit B (the "Enterprise Zone Area"); and,

WHEREAS, the Units of Government hereby find that the creation of the Enterprise Zone as set forth herein is necessary for the continued economic growth and job creation of the region, and is necessary to promote and conserve the public health, safety and welfare of the region; and,

WHEREAS, the Units of Government find that the designation of the Enterprise Zone pursuant to the Act and this Agreement depend upon community support, cooperation and the offering of the benefits of the Enterprise Zone; and,

WHEREAS, the Units of Government desire to memorialize their respective agreement for the creation, designation, and development of the Enterprise Zone, all as more fully stated herein.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter made, the recitals of fact herein above set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

SECTION 1: Incorporation: The findings and recitals made in the prefatory portion of this Agreement are hereby adopted by the Units of Government.

SECTION 2: Establishment of Enterprise Zone: Subject to the certification and approval of the Department, the Units of Government, in a joint exercise of their powers pursuant to the Intergovernmental Cooperation Act do hereby establish an enterprise zone under the Act encompassing the Enterprise Zone Area, as legally described in Exhibit B.

SECTION 3: Designation of Enterprise Zone: The Enterprise Zone Area described in Exhibit B is hereby designated as the Lincoln-Logan County Enterprise Zone, subject to the certification and approval of the Department.

SECTION 4: Declarations to the Department: The Units of Government hereby declare and further certify that:

- (a) The Enterprise Zone Area is qualified for designation as an enterprise zone pursuant to the Act; and,
- (b) Pursuant to 20 ILCS 655/4 (a) & (e), the Enterprise Zone Area is a contiguous area comprised of part of the Units of Government, and is bound by a solid, clearly-defined, continuous boundary, provided that the Enterprise Zone Area may exclude wholly surrounded territory within its boundaries; and,
- (c) Pursuant to 20 ILCS 655/4 (b), the Enterprise Zone Area comprises a minimum of one-half (1/2) square mile and not more than fifteen (15) square miles in total area, and any connecting strips are not less than three (3) feet nor more than ten (10) feet in width; and,
- (d) The Enterprise Zone Area addresses a reasonable need to encompass portions of the Units of Government; and,
- (e) The Enterprise Zone Area meets the requirements of 20 ILCS 655/4 (f) in that the Enterprise Zone Area satisfies at least three (3) of the ten (10) criteria established by the Department.

SECTION 5: Term: Pursuant to the Act and subject to the certification of the Department, the Lincoln-Logan County Enterprise Zone shall be and become effective for a period of fifteen (15) calendar years beginning on January 1, 2017 and ending December 31, 2031, unless sooner rescinded or as otherwise amended, on the date that the Enterprise Zone Area is designated an enterprise zone by the Department, in accordance with law.

SECTION 6: Enterprise Zone Management: The Zone has the authority to charge fees. The Zone Administrator will be the individual who will be responsible for the day-to-day implementations within the Enterprise Zone and will be the liaison between the Mayor of Lincoln, the Chairman of the County, the Mayor of Atlanta, the Village President of Elkhart, the Village President of Emden, the Village President of Hartsburg, the Mayor of Mount Pulaski, and the Village President of New Holland; and DCEO.

SECTION 7: Enterprise Zone Administrator: The position of "Zone Administrator" is hereby created. Upon designation as an enterprise zone by the Department, an administrator for the Lincoln-Logan County Enterprise Zone (the "Zone Administrator"), who shall be an employee or

officer of the County, is hereby appointed. The first Zone Administrator shall be the Director of the Logan County Regional Planning Commission. The Zone Administrator shall be responsible for the administration of the Lincoln-Logan County Enterprise Zone, including the implementation of the Enterprise Zone Application, this Agreement and compliance with the Act and applicable laws, regulations and policies of the Department; shall have those powers and duties as set forth in the Act; and shall:

- (a) Supervise the implementation of the provisions of this Agreement and the Illinois Enterprise Zone Act; and,
- (b) Act as a liaison between the Units of Government, the Department, the Illinois Department of Revenue (the "IDOR"); designated zone organization; and other state, federal and local agencies, whether public or private; and,
- (c) Conduct an ongoing evaluation of the Enterprise Zone program and create such evaluative reports on at least an annual basis; and,
- (d) Promote the coordination of other relevant programs, including, but not limited to, housing, community and economic development, small business, financial assistance and employment training within the Enterprise Zone; and,
- (e) Have the authority to appoint personnel as appropriate to assure the smooth operation of the Enterprise Zone; and,
- (f) Develop and recommend a comprehensive planning program for the Enterprise Zone; and,
- (g) Will serve as the primary technical and professional vehicle for the implementation of the Enterprise Zone program objectives ; and,
- (h) Examine and recommend local incentives, benefits and programs to accomplish stated objectives, to stimulate economic activity in the Enterprise Zone and to address impediments to capital investments; and,
- (i) Develop and analyze social, physical and economic data regarding population trends; labor force; land use patterns; size, type, capacity and status of existing residential, commercial, industrial and manufacturing facilities within the Enterprise Zone; infrastructure availability and condition, and other factors pertaining the community planning; and, to recommend planning-related actions; and,
- (j) Recommend necessary legislative and administrative controls for guiding Enterprise Zone development, including planned capital improvements; and,
- (k) Review supportive planning studies and reports to insure technical proficiency; and,
- (l) Coordinate planning activities and program implementation with other county and/or city or village departments and department programs; and,
- (m) Collect and analyze data and submit reports required by the Department on a timely basis; and,
- (n) Act as program manager responsible for the Enterprise Zone's day-to-day operations.

SECTION 8: Incentives:

(a) **State Enterprise Zone Incentives:** The Units of Government authorize the extension and utilization of any and all state incentives, tax exemptions and other inducements authorized under applicable Illinois law, the Act and/or the rules and regulations of the Department or other applicable state agency by and for all Qualifying Projects located within the Enterprise Zone Area. If the term of any state incentive, tax exemption or other inducement authorized under applicable Illinois law, the Act and/or the rules and regulations of the Department or other applicable state

agency has not expired as of June 30, 2017 on any Qualifying Projects located in the Original Lincoln-Logan County Enterprise Zone, then such state incentive, tax exemption and other inducement shall not terminate, but shall instead continue in full force and effect until the natural termination of such state incentive, tax exemption or other inducement authorized under applicable Illinois law, the Act and/or the rules and regulations of the Department or other applicable state agency, provided, however, that such tax incentive, tax exemption or other inducement are from Qualifying Projects located in the Lincoln-Logan County Enterprise Zone.

(b) Sales Tax: Each retailer in Illinois who makes a sale of building materials to be permanently affixed and incorporated into real estate located within the Enterprise Zone Area, as amended from time to time, by remodeling, rehabilitation or new construction may deduct receipts from such sales when calculating the retail sales tax imposed by the State of Illinois under and pursuant to the Illinois Retailer's Occupation Tax Act (35 ILCS 120/1). The deduction allowed hereby shall be limited to and shall only apply to any remodeling, rehabilitation or new construction of any qualified manufacturing operations including the assembly, fabrication, repair, restoration or creation of products, commercial storage, warehousing, distribution, telemarketing, phone order centers, agribusiness, mining, offices, health care facilities, retail projects, commercial enterprises defined as businesses whose principal revenue comes from on premise sale of food, beverages, gasoline, durable goods or merchandise of any kind or the offering of services which the Enterprise Zone Administrator has issued a certificate of eligibility qualifying the construction ("Qualifying Projects"), and which complies with the following conditions:

1. The claimant must obtain an Applicant I.D. Number from the IDOR website www.tax.illinois.gov.
2. The claimant must file with the Zone Administrator the following information on the form provided by the Zone Administrator:
 - a. the name and address of the contractor(s), subcontractor or other entity(s);
 - b. the name and number of the enterprise zone;
 - c. the name and location or address of the building project in the enterprise zone;
 - d. the estimated amount of the exemption for the claimant or claimant's contractor, subcontractor or other entity for which a request for Exemption Certificate is made, based on a stated estimated average tax rate and the percentage of the contract that consists of building materials;
 - e. the period of time over which building materials for the project are expected to be purchased; and,
 - f. other reasonable information as the Zone Administrator may require.
3. The Zone Administrator will then request (by providing the above information on the IDOR website) IDOR to issue an Enterprise Zone Building Materials Exemption Certificate for the claimant or claimant's contractor, subcontractor or other entity identified by the Zone Administrator.
4. IDOR shall issue the Enterprise Zone Building Materials Exemption Certificate directly to the claimant or claimant's contractor, subcontractor or other entity. IDOR shall also provide the Zone Administrator with a copy of each Exemption Certificate issued. This Exemption Certificate is the evidence from IDOR that the Exemption is applicable and secures the Exemption and related tax incentive savings to the claimant.
5. As to each vendor or seller of the building materials, the claimant or claimant's contractor, subcontractor or other entity must provide to the vendor/seller of the

building material a completed IDOR Form EZ-1 containing the following information:

- a. a statement that the building materials are being purchased for incorporation into real estate located in an Illinois enterprise zone;
 - b. the location or address of the real estate into which the building materials will be incorporated;
 - c. the name of the enterprise zone in which that real estate is located;
 - d. a description of the building materials being purchased;
 - e. the purchaser's Enterprise Zone Building Materials Exemption Certificate number issued by IDOR;
 - f. the purchaser's signature and date of purchase.
6. IDOR may deny any entity the Enterprise Zone Building Materials Exemption Certificate if such entity owes any tax liability to the State of Illinois.

(c) Property Tax Abatement and Waiver of Fees: Each unit of local government authorized by applicable law to levy ad valorem taxes upon real estate and improvements thereon located in the Enterprise Zone Area may adopt an ordinance or resolution abating the ad valorem taxes subject to the following conditions:

1. The improvements or renovations are of the scope and nature for which a building permit has been obtained and has an estimated cost of at least \$5,000.00.
2. Any abatement of taxes on any parcel shall not exceed the amount attributable to the construction of the improvements and the renovation or rehabilitation of existing improvements on such parcel.
3. Such abatement shall be allowed only for Qualifying Projects property located within the zone area.
4. Qualifying Projects property only should be abated. Such abatement shall be at the rate of 100 percent (100%) of the value of the improvements, revitalization or renovation made in years one (1) through five (5) immediately following the year the improvements were made. Such abatement shall be at the rate of 50 percent (50%) of the value of the improvements, revitalization or renovation made in years six (6) through ten (10) immediately following the year the improvements were made. No residential property should be allowed an abatement.
5. The abatements will apply to the assessed value at the time of approval at the then current taxing rate or reassessments done during the time of the abatement period which would increase the assessed value, the business or industry would be responsible for the taxes on the increases.
6. Such abatement shall continue and be in full force as set forth in this Section for any improvements, which are completed within the term of this Ordinance as specified in Section 5 hereof.
7. If the term of any property tax abatement on the value of improvements, revitalization or renovation has not expired as of June 30, 2017 on any Qualifying Projects located in the Original Lincoln-Logan County Enterprise Zone, then such abatement shall not terminate, but shall instead continue in full force and effect until the natural termination of such Qualifying Project's ten (10) year abatement, provided, however, that such abatement is from a Qualifying Projects located in the Lincoln-Logan County Enterprise Zone.
8. Fifty percent (50%) of the building permit fees will be charged for improvements.

9. Enterprise Zone benefits shall be limited to those projects involving essentially manufacturing operations including the assembly, fabrication, repair, restoration or creation of products, also included are commercial storage, warehousing, distribution, telemarketing, phone order centers, and health care facilities. Residential and retail projects are not eligible nor are commercial enterprises defined as businesses whose principle revenue comes from on-premise sale of food, beverages, gasoline, durable goods or merchandise of any kind or the offering of services. The Zone Administrator shall be the judge of eligibility.

SECTION 9: Miscellaneous:

- (a) Merger: This Agreement shall constitute the entire agreement between the parties hereto. Any prior understandings, agreements, negotiations or representations of any kind preceding or subsequent to the date of this Agreement and not contained herein are hereby discharged and shall not be binding upon either party except to the extent incorporated in this Agreement pursuant to Paragraph (b) of this Section.
- (b) Modification of Agreement: Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding on the parties hereto only if evidenced in a writing signed by each party or an authorized representative of each party and attached to the Agreement as an additional Rider.
- (c) Amendments to Add/Delete Territory: This agreement may be amended from time to time only by written agreement of the parties, provided, however, that the City of Lincoln and Logan County may seek to amend the boundaries of the Enterprise Zone within their own boundaries, add additional territory and units of government or delete enterprise zone territory in the City of Atlanta, Village of Elkhart, Village of Emden, Village of Hartsburg, City of Mount Pulaski and Village of New Holland providing they receive approval of the State Agency in charge of such approval, without the need to further amend this Agreement; and further, by execution of this agreement the City of Atlanta, Village of Elkhart, Village of Emden, Village of Hartsburg, City of Mount Pulaski and Village of New Holland consent to such changes by the City of Lincoln and County of Logan. If requested by the City of Lincoln or County of Logan, the Corporate Authorities of the City of Atlanta, Village of Elkhart, Village of Emden, Village of Hartsburg, City of Mount Pulaski and Village of New Holland shall enact ordinances acknowledging this limited consent to such boundary change(s).
- (d) Governing Law: It is hereby expressly agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.
- (e) Severability and Infectious Invalidity: In the event a court of competent jurisdiction declares any particular provision of this Agreement to be invalid or unenforceable, the remaining provisions of this Agreement shall be construed to be valid and enforceable.
- (f) Titles of Paragraphs: Titles of several paragraphs, sections or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any provision hereof.
- (g) Counterparts: This Agreement shall be executed in counterparts, each shall constitute one and the same instrument and shall be recognized as an original instrument.

The undersigned parties have caused this INTERGOVERNMENTAL AGREEMENT to be executed by their duly designated officials, as authorized in the Enterprise Zone Ordinance adopted by their respective governing bodies.

COUNTY OF LOGAN, ILLINOIS

BY: Dave Hepler, Chairman

Date: _____

ATTEST: _____
BY: Sally J. Litterly, County Clerk

CITY OF LINCOLN, ILLINOIS

BY: Martha Neitzel, Mayor

Date: _____

ATTEST: _____
BY: Susan Gehlbach, City Clerk

CITY OF ATLANTA, ILLINOIS

BY: Fred Finchum, Mayor

Date: _____

ATTEST: _____
BY: Kenneth Martin, City Clerk

VILLAGE OF ELKHART, ILLINOIS

BY: Lyle Fout, Village President

Date: _____

ATTEST: _____
BY: Ann Curry, Village Clerk

VILLAGE OF EMDEN, ILLINOIS

BY: Dan Evans, Village President

Date: _____

ATTEST: _____
BY: Lori Lessen, Village Clerk

VILLAGE OF HARTSBURG, ILLINOIS

BY: Norma Bathe, Village President

Date: _____

ATTEST: _____
BY: Doris Last, Village Clerk

CITY OF MOUNT PULASKI, ILLINOIS

BY: Jim Fuhrer, Mayor

Date: _____

ATTEST: _____
BY: Kelly Cowan, City Clerk

VILLAGE OF NEW HOLLAND, ILLINOIS

BY: Suzie Aper, Village President

Date: _____

ATTEST: _____
BY: Andrea Coers, Village Clerk

EXHIBIT A
LINCOLN-LOGAN COUNTY ENTERPRISE ZONE MAP

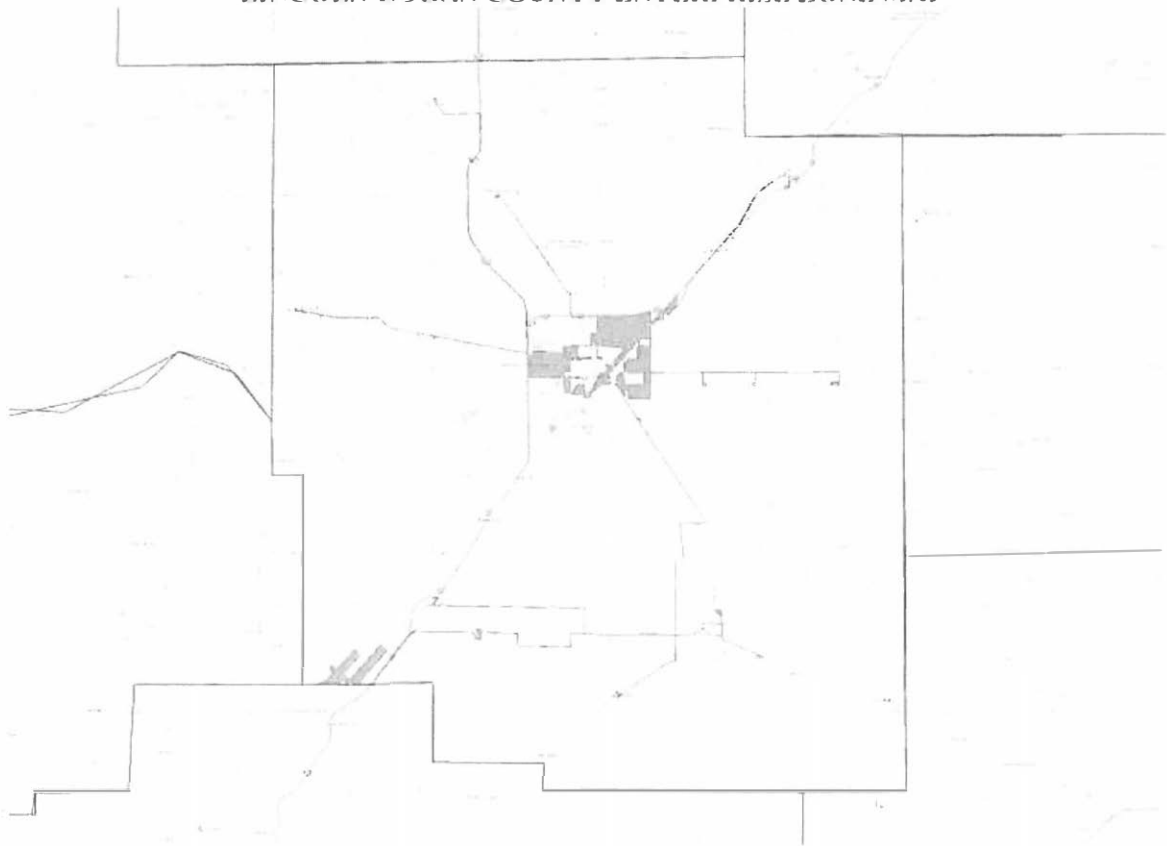


EXHIBIT B

LINCOLN-LOGAN COUNTY ENTERPRISE ZONE

Legal Boundary Description

Beginning at southeast corner of Section 32, Township 20 North, Range 2 West, of the 3rd Principal Meridian; Thence North along the east lines of Section 32 and 29 to the projection of the southerly right-of-way line of Township Road 1700N; Thence easterly along said projection of the southerly right-of-way line to a point 10 feet east of the easterly right-of-way line of Township Road 1400E; Thence North along a line 10 feet east and parallel to the said easterly right-of-way line 1,380 feet; Thence West to the east line of Section 20; Thence North approximately 2,737 feet along the east line of Section 20 to the southeasterly right-of-way border of North Lincoln Parkway / Business Interstate 55 (former Historic Route U.S. 66); Thence in a northeasterly direction approximately 1,404 feet along said North Lincoln Parkway / Business Interstate 55 to the intersection of said North Lincoln Parkway / Business Interstate 55 and the south right-of-way border of Township Road 1800N; Thence in a northeasterly direction approximately 300 feet along said Township Road 1800N to the intersection of said Township Road 1800N and the south line of Section 16; Thence in an easterly direction approximately 1,435 feet to the southeast corner of the southwest quarter of said Section 16; Thence in a northerly direction along the north-south center line of said Section 16 approximately 1,479 feet to the southern border of the Interstate 55 interchange #133 on-ramp heading north on Interstate 55; Thence in a southeasterly and then northeasterly direction along the said Interstate 55 Interchange #133 on-ramp approximately 3,435 feet to the east line of said Section 16; Thence in a northerly direction along the east line of said Section 16 approximately 2,479 feet to the northwesterly right-of-way line of the Union Pacific Railroad; Thence in a southwesterly direction along the northwesterly right-of-way line of the Union Pacific Railroad approximately 7,878 feet to the east line of said Section 20; Thence in a northerly direction along the east line of said Section 20 and Section 17 approximately 2,533 feet to the southern right-of-way line of Interstate 55; Thence in a westerly direction along the southern right-of-way line of Interstate 55 approximately 10,775 feet to the west line of Section 18; Thence in a southerly direction along west line of said Section 18 and Section 19 approximately 3,382 feet to the northeast corner of the southeast quarter of Section 24, Township 20 North, Range 3 West, of the 3rd Principal Meridian; Thence in a westerly direction along the north line of said southeast quarter of Section 24 approximately 1,326 feet to the north-south center line of said southeast quarter of Section 24; Thence in a southerly direction along said north-south center line of said southeast quarter of Section 24 approximately 2,517 feet to the northerly right-of-way line of Lincoln Parkway; Thence due east approximately 3,962 feet to the west line of Section 24; Thence in a southerly direction along the west line of Section 24 approximately 125 feet to the southwest corner of said Section 24; Thence in a westerly direction along the north line of Section 26 approximately 1,316 feet to the north-south center line of the northeast quarter of said Section 26; Thence in a southerly direction along said north-south center line of the northeast quarter of said Section 26 approximately 1,330 feet to the center of the northeast quarter of said Section 26; Thence in a westerly direction along the east-west center line of the north half of said Section 26 and Section 27 approximately 6,344 feet to the eastern right-of-way border line of the Interstate 55 interchange #126 on-ramp heading north on Interstate 55; Thence in a southerly direction along said eastern right-of-way border line of Interstate 55 interchange #126 on-ramp heading north on Interstate 55 approximately 973 feet to the northern right-of-way border line of Woodlawn Road / State Route 10; Thence in a northwesterly direction along the said northern right-of-way border line of Woodlawn Road / State Route 10 approximately 642 feet to the eastern right-of-way border line of Interstate 55; Thence in a southerly direction along said eastern right-of-way border line of Interstate 55 approximately 4,685 feet to the northern right-of-way border line of Township Road 1575N (Fifth Street Road); Thence in an easterly direction along the northerly right-of-way line approximately 6,345 feet to a point 790 feet east of the west line of the northwest quarter of Section 35; Thence due north 411 feet to the southerly right-of-way line of the Illinois Central Railroad; Thence in a southeasterly direction along said southerly right-of-way line 720 feet to a point; Thence due south approximately 100 feet to the southerly right-of-way line of Township Road 1575N (Fifth Street); Thence in an easterly direction along said right-of-way line of Township Road 175N approximately 180 feet to the west line of the east half of Section 35; Thence in a southerly direction along said west line of the east half of Section 35 approximately 2,591 feet to the southwest corner of the northeast quarter of the southeast quarter of Section 35; Thence in an easterly direction along the south line of the said northeast quarter of the

southeast quarter of Section 35 approximately 1,285 feet to the westerly right-of-way line of Lincoln Parkway / Business Interstate 55; Thence in a northerly direction along the westerly right-of-way line of Lincoln Parkway / Business Interstate 55 approximately 2,641 feet to the southerly right-of-way line of Fifth Street; Thence in an easterly direction along the southerly right-of-way line of Fifth Street approximately 1,096 feet to the westerly right-of-way line of South Washington Street; Thence in a southerly direction along the westerly right-of-way line of South Washington Street 170 feet to a point; Thence in an easterly direction along a path that is parallel to Fifth Street approximately 567 feet to the easterly right-of-way line of South Madison Street; Thence in a northerly direction along said easterly right-of-way line of South Madison Street approximately 350 feet to a point; Thence in a westerly direction along a path parallel to Fifth Street approximately 831 feet to the easterly right-of-way line of South Main Street; Thence in a southerly direction along said easterly right-of-way line of South Main Street approximately 165 feet to the northerly right-of-way line of Fifth Street; Thence in a westerly direction along said northerly right-of-way line of Fifth Street 330 feet to a point; Thence in a northerly direction along a path that is parallel to South Main Street 270 feet to a point; Thence in a westerly direction along a path that is parallel to Fifth Street approximately 486 feet to the westerly right-of-way line of Lincoln Parkway / Business Interstate 55; Thence in a northerly direction along the westerly right-of-way line of Lincoln Parkway / Business Interstate 55 300 feet to a point; Thence in a westerly direction along a path that is parallel to Fifth Street 530 feet to a point; Thence in a southerly direction along a path that is parallel to the Lincoln Parkway 200 feet to a point; Thence in an easterly direction along a path that is parallel to Fifth Street 25 feet to a point; Thence in a southerly direction along a path that is parallel to Lincoln Parkway approximately 365 feet to the northerly right-of-way line of Fifth Street; Thence in a westerly direction along said northerly right-of-way line of Fifth Street 152 feet to a point; Thence in a northerly direction along a path that is parallel to Lincoln Parkway for 250 feet to a point; Thence in a westerly direction along a path that is parallel to Fifth Street for 250 feet to a point; Thence in a southerly direction along a path that is parallel to Lincoln Parkway for approximately 250 feet to the northerly right-of-way line of Fifth Street; Thence in a westerly direction along said northerly right-of-way line of Fifth Street approximately 385 feet to the north south center line of the northeast quarter of Section 35; Thence in a northerly direction along said north south center line of the northeast quarter of Section 35 approximately 1,295 feet to the north line of Section 35; Thence in an easterly direction along said north line of Section 35 approximately 1,257 feet to the westerly right-of-way line of Lincoln Parkway; Thence northerly along the westerly right-of-way line of Lincoln Parkway approximately 2,629 feet to the centerline of State Route 10 / Woodlawn Road; Thence in an easterly direction along the centerline of State Route 10 / Woodlawn Road for 308 feet to a point; Thence in a southwesterly direction south 11 degrees west for 350 feet; Thence due east for 150 feet to a point; Thence in a northeasterly direction north 11 degrees east approximately 350 feet to centerline of State Route 10 / Woodlawn Road; Thence in an easterly direction along the centerline of State Route 10 / Woodlawn Road approximately 758 feet to the centerline of North Jefferson Street; Thence in a southerly direction along North Jefferson Street for 165 feet to a point; Thence due east for 175 feet to a point; Thence in a northerly direction along the parallel path of North Jefferson Street approximately 165 feet to the centerline of State Route 10 / Woodlawn Road; Thence in an easterly direction along State Route 10 / Woodlawn Road approximately 178 feet to the centerline of North Madison Street; Thence in a southerly direction along the centerline of North Madison Street for 438 feet to a point; Thence in an easterly direction along a path that is parallel to State Route 10 / Woodlawn Road approximately 350 feet to the centerline of North Monroe Street; Thence in a southerly direction along the centerline of North Monroe Street for 40 feet to a point; Thence in an easterly direction along a path that is parallel to State Route 10 / Woodlawn Road for 175 feet to a point; Thence in a northerly direction along a path that is parallel to North Monroe Street approximately 478 feet to the centerline of State Route 10 / Woodlawn Road; Thence in an easterly direction along the centerline of State Route 10 / Woodlawn Road approximately 184 feet to the centerline of North Adam Street; Thence in a southerly direction along the centerline of North Adams Street for 165 feet to a point; Thence in an easterly direction along a path parallel to State Route 10 / Woodlawn Road approximately 248 feet to the centerline of North Jackson Street; Thence in a northerly direction along the centerline of North Jackson Street approximately 165 feet to the centerline of State Route 10 / Woodlawn Road; Thence in an easterly direction along the centerline of State Route 10 / Woodlawn Road 215 feet to a point; Thence in a southerly direction along a path parallel to North Jackson Street for 175 feet to a point; Thence in an easterly direction along a path parallel to State Route 10 / Woodlawn Road for 325 feet to a point; Thence in a northerly direction along a path parallel to North Jackson Street for approximately 175 feet to the centerline of State Route 10 / Woodlawn Road; Thence in an easterly direction along the centerline of State Route 10 / Woodlawn Road 575 feet to a point that is 397 feet west of the westerly

right-of-way line of North Elm Street; Thence due south for 215 feet to a point; Thence due east 75 feet to a point; Thence due north 46 feet to a point; Thence due east approximately 322 feet to the west right-of-way line of North Elm Street; Thence in a northerly direction along the west right-of-way line of North Elm Street approximately 169 feet to the centerline of State Route 10 / Woodlawn Road; Thence in an easterly direction along the centerline of State Route 10 / Woodlawn Road approximately 186 feet to the westerly right-of-way line of Palmer Avenue; Thence in a northerly direction along the westerly right-of-way line of Palmer Avenue 190 feet to a point; Thence in a westerly direction along a path that is parallel to State Route 10 / Woodlawn Road for 167 feet to a point; Thence in a northerly direction along a path parallel to Palmer Avenue approximately 200 feet to the northerly right-of-way line of 18th Street; Thence in a westerly direction along a path parallel to State Route 10 / Woodlawn Road approximately 661 feet to the centerline of North College Street; Thence in a southerly direction along the centerline of North College Street approximately 156 feet to a point 150 feet north of the northerly right-of-way line of State Route 10 / Woodlawn Road; Thence in a westerly direction along a path parallel to State Route 10 / Woodlawn Road approximately 1,301 feet to the centerline of North Monroe Street; Thence in a northerly direction along the centerline of North Monroe Street 35 feet to a point; Thence in a westerly direction along a path parallel to State Route 10 / Woodlawn Road approximately 329 feet to the centerline of North Madison Street; Thence in a northerly direction along the centerline of North Madison Street for 115 feet to a point; Thence in a westerly direction along a path parallel to State Route 10 / Woodlawn Road approximately 330 feet to the centerline of North Jefferson Street; Thence in a northerly direction along the centerline of North Jefferson Street approximately 2,310 feet to the southerly right-of-way line of Lincoln Parkway; Thence in an easterly direction along the southerly right-of-way line of Lincoln Parkway approximately 3,914 feet to the westerly right-of-way line of North Union Street; Thence in a southerly direction along the westerly right-of-way line of North Union Street approximately 2,664 feet to the centerline of State Route 10 / Woodlawn Road / Keokuk Street; Thence in an easterly and southeasterly direction along the centerline of State Route 10 / Woodlawn Road / Keokuk Street for 1,080 feet to a point; Thence in a northerly direction along a path parallel to North Union Street approximately 835 feet to a point; Thence due west 775 feet to a point; Thence in a southerly direction along a path parallel to North Union Street for 75 feet to a point; Thence due west approximately 170 feet to the centerline of North Union Street; Thence in a northerly direction along the centerline of North Union Street approximately 2,305 feet to the southerly right-of-way line of Lincoln Parkway; Thence in a southeasterly direction along the southerly right-of-way line of Lincoln Parkway approximately 5,147 feet to the centerline of North Kankakee Street; Thence in a southwesterly direction along the centerline of North Kankakee Street 160 feet to a point; Thence in a southeasterly direction along a path parallel to Harrison Street approximately 375 feet to the centerline of North Logan Street; Thence in a southwesterly direction along the centerline of North Logan Street approximately 3,017 feet to the northeastern right-of-way line of the Canadian Northern Railroad; Thence in a southeasterly direction along the northeastern right-of-way line of the Canadian Northern Railroad approximately 388 feet to a point perpendicular to the centerline of North Sangamon Street; Thence in a southwesterly direction along a path parallel to North Sangamon Street approximately 269 feet to the centerline of Galena Street; Thence in a north westerly direction along the centerline of Galena Street for 164 feet to a point; Thence in a southwesterly direction along a path parallel to North Sangamon Street for 230 feet to a point; Thence in a southeasterly direction along a path parallel to Galena Street for approximately 184 feet to the centerline of North Sangamon Street; Thence in a southwesterly direction along the centerline of North Sangamon Street approximately 532 feet to the centerline of Burlington Street; Thence in a northwesterly direction along the centerline of Burlington Street approximately 380 feet to the centerline of North Logan Street; Thence in a southwesterly direction along the centerline of North Logan Street for 190 feet to a point; Thence in a northwesterly direction along a path parallel to Burlington Street for approximately 770 feet to the centerline of North Ottawa Street; Thence in a southwesterly direction along the centerline of North Ottawa Street for 382 feet to a point; Thence in a southeasterly direction along a path parallel to Burlington Street approximately 382 feet to the centerline of North Kankakee Street; Thence in a southwesterly direction along the centerline of North Kankakee Street approximately 189 feet to the centerline of Lincoln Avenue; Thence in a southeasterly direction along the centerline of Lincoln Avenue for 570 feet to a point; Thence in a southwesterly direction along a path parallel to North Sangamon Street approximately 1,530 feet to the centerline of Pekin Street; Thence in a northwesterly direction along the centerline of Pekin Street approximately 577 feet to the centerline of North Kankakee Street; Thence in a southwesterly direction along the centerline of North Kankakee Street approximately 1,082 feet to the centerline of South Union Street; Thence in a southerly direction along the centerline of South Union Street for 123 feet to a point; Thence in a westerly direction along a path parallel to 5th Street for 100 feet to a point; Thence in a

southerly direction along a path parallel to South Union Street approximately 187 feet to the centerline of 5th Street; Thence in an easterly direction along the centerline of 5th Street approximately 100 feet to the centerline of South Union Street; Thence in a southerly direction along the centerline of South Union Street approximately 283 feet to the centerline of Decatur Street; Thence in a southeasterly direction along the centerline of Decatur Street approximately 360 feet to the centerline of 3rd Street; Thence in a southwesterly and westerly direction along the centerline of 3rd Street approximately 658 feet to the centerline of South Maple Street; Thence in a southerly direction along the centerline of South Maple Street approximately 440 feet to the centerline of 2nd Street; Thence in a westerly direction along the centerline of 2nd Street approximately 372 feet to the centerline of Walnut Street; Thence in a southerly direction along the centerline of Walnut Street approximately 330 feet to a point 40 feet south of the centerline of 1st Street; Thence due east approximately 320 feet to the northwesterly right-of-way line of the Union Pacific / Amtrak Railroad; Thence in a southwesterly direction along the northwesterly right-of-way line of the Union Pacific Amtrak Railroad approximately 1,980 feet to a point perpendicular to the centerline of West Kickapoo Street; Thence in a westerly direction along a path parallel to the centerline of West Kickapoo Street approximately 850 feet to the centerline of South State Street; Thence in a northerly direction along the centerline of South State Street approximately 1,485 feet to a point 50 feet south of the centerline of 1st Street; Thence in a westerly direction along a path 50 feet south and parallel of 1st Street approximately 1,580 feet to the southeasterly right-of-way line of Stringer Avenue; Thence in a southwesterly direction along the southeasterly right-of-way line of Stringer Avenue approximately 1,950 to the westerly right-of-way line of Lincoln Parkway / Business Interstate 55; Thence in a southerly direction along the westerly right-of-way line of Lincoln Parkway / Business Interstate 55 for 290 feet to a point; Thence due east approximately 2,571 feet to the north-south centerline line of Section 36, Township 20 North, Range 3 West, of the 3rd Principal Meridian; Thence in a southerly direction along the north-south centerline of said Section 36 approximately 705 feet to the south line of Section 36; Thence in an easterly direction along the south line of said Section 36 approximately 1,330 feet to the north-south centerline of the southeast quarter of Section 36; Thence in a northerly direction along the north-south centerline of the southeast quarter of Section 36 approximately 1,137 feet to the centerline of South Kickapoo Street; Thence in an easterly and northeasterly direction along the centerline of South Kickapoo Street approximately 440 feet to the east-west centerline of the southeast quarter of Section 36; Thence in an easterly direction along the east-west centerline of the southeast quarter of Section 36 approximately 240 to a point; Thence in northwesterly direction along a path parallel to South Kickapoo Street approximately 1,373 feet to the centerline of Willard Avenue; Thence in a southeasterly direction along the centerline of Willard Avenue approximately 193 feet to the centerline of South McLean Street; Thence in a northeasterly direction along the centerline of South McLean Avenue approximately 800 feet to the centerline of Decatur Street; Thence in a southeasterly direction along the centerline of Decatur Street for 200 feet to a point; Thence in a northeasterly direction along a path parallel to the centerline of South McLean Street for 565 feet to a point; Thence in a southeasterly direction along a path parallel to Pulaski Street approximately 192 feet to the centerline of South Hamilton Street; Thence in a southwesterly direction along the centerline of South Hamilton Street approximately 565 feet to the centerline of Decatur Street; Thence in a southeasterly direction along the centerline of Decatur Street for 90 feet to a point; Thence in a northeasterly direction along a path parallel to South Hamilton Street for 185 feet to a point; Thence in a southeasterly direction along a path a parallel to Decatur Street approximately 285 feet to the centerline of South Sherman Street; Thence in a northeasterly direction along the centerline of South Sherman Street approximately 570 feet to the centerline of Pulaski Street; Thence in a southeasterly direction along the centerline of Pulaski Street approximately 390 feet to the centerline of South Sheridan Street; Thence in a northeasterly direction along the centerline of South Sheridan Street approximately 390 feet to the centerline of Broadway Street; Thence in a southeasterly direction along the centerline of Broadway Street for 100 feet to a point; Thence in a northeasterly direction along a path parallel to South Sheridan Street for 200 feet to a point; Thence in a northwesterly direction along a path parallel to Broadway Street approximately 490 feet to the centerline of North Sherman Street; Thence in a northeasterly direction along the centerline of North Sherman Street approximately 200 feet to the centerline of Pekin Street; Thence in a northwesterly direction along the centerline of Pekin Street approximately 380 feet to the centerline of North Hamilton Street; Thence in a northeasterly direction along the centerline of North Hamilton Street approximately 570 feet to a point; Thence in a northwesterly direction along a path parallel to Delavan Street approximately 380 feet to the centerline of North McLean Street; Thence in a southwesterly direction along the centerline of North McLean Street approximately 190 feet to the centerline of Delavan Street; Thence in a northwesterly direction along the centerline of Delavan Street approximately 380 feet to the centerline of North

Kickapoo Street; Thence in a northeasterly direction along the centerline of North Kickapoo Street for 1,735 feet to a point; Thence in a northwesterly direction along a path parallel to Burlington Street for 190 feet to a point; Thence in a northeasterly direction along a path parallel to North Kickapoo Street approximately 190 feet to the centerline of Burlington Street; Thence in a northwesterly direction along the centerline of Burlington Street approximately 322 feet to the southeasterly right-of-way line of the Union Pacific / Amtrak Railroad; Thence in a southwesterly direction along the southeasterly right-of-way line of the Union Pacific / Amtrak Railroad approximately 385 feet to the centerline of State Route 10 / State Route 121 / Keokuk Street; Thence in a northwesterly direction along the centerline of State Route 10 / State Route 121 / Keokuk Street approximately 108 feet to the southeasterly right-of-way line of North Sangamon Street; Thence in a northeasterly direction along the southeasterly right-of-way line of North Sangamon Street approximately 764 feet to a point perpendicular to the centerline of Davenport Street; Thence in a southeasterly direction along a path parallel to the centerline of Davenport Street approximately 581 feet to the centerline of North Kickapoo Street; Thence in a northeasterly direction along the centerline of North Kickapoo Street approximately 2,273 feet to the centerline of Yosemite Avenue; Thence in a southeasterly direction along the centerline of Yosemite Avenue for 185 feet to a point; Thence in a northeasterly direction along a path parallel to North Kickapoo Street for 110 feet to a point; Thence in a northwesterly direction along a path parallel to Yosemite Avenue approximately 185 feet to the centerline of North Kickapoo Street; Thence in a northeasterly direction along the centerline of North Kickapoo Street for 2,490 feet to a point; Thence in a southeasterly direction along a path perpendicular to North Kickapoo Street for 200 feet to a point; Thence in a northeasterly direction along a path parallel to North Kickapoo Street for 130 feet to a point; Thence in a northwesterly direction along a path perpendicular to North Kickapoo Street approximately 200 feet to the centerline of North Kickapoo Street; Thence in a northeasterly direction along the centerline of North Kickapoo Street for 1,839 feet to a point; Thence in a southeasterly direction along a path perpendicular to North Kickapoo Street for 350 feet to a point; Thence in a northeasterly direction along a path parallel to North Kickapoo Street for 315 feet to a point; Thence in a northwesterly direction along a path perpendicular to North Kickapoo Street for 150 feet to a point; Thence in a southwesterly direction along a path parallel to North Kickapoo Street for 150 feet to a point; Thence in a northwesterly direction along a path perpendicular to North Kickapoo Street approximately 204 feet to the centerline of North Kickapoo Street; Thence in a northeasterly and northerly direction along the centerline of North Kickapoo Street approximately 645 feet to the east-west centerline of the south half of Section 20, Township 20 North, Range 2 West, of the 3rd Principal Meridian; Thence in an easterly direction along said east-west centerline of the south half of Section 20 approximately 2,151 feet to the westerly right-of-way line of Township Road 1400E; Thence in a southerly direction along the westerly right-of-way line of Township Road 1400E approximately 1,327 feet to the centerline of Airport Road; Thence in a westerly direction along the centerline of Airport Drive approximately 2,627 feet to the north-south centerline of Section 29, Township 20 North, Range 2 West, of the 3rd Principal Meridian; Thence in a southerly direction along the north-south centerline of said Section 29 approximately 2,669 feet to the east-west centerline of said Section 29; Thence in a westerly direction along the east-west centerline of said Section 29 for 2,060 feet to a point; Thence in a southerly direction along a path parallel to the west line of said Section 29 for 590 feet to a point; Thence in a westerly direction along a path parallel to the east-west centerline of said Section 29 approximately 590 feet to the east line of said Section 29; Thence in a southerly direction along the east line of said Section 29 approximately 2,061 feet to southwest corner of Section 29; Thence in an easterly direction along the south line of Section 29 approximately 3,986 feet to the north-south centerline of the east half of Section 32, Township 20 North, Range 2 West, of the 3rd Principal Meridian; Thence in a southerly direction along the north-south centerline of the east half of said Section 32 approximately 2,655 feet to the east-west centerline of said Section 32; Thence in a westerly direction along the east-west centerline of said Section 32 approximately 4,028 feet to the centerline of State Route 121 / Limit Street; Thence in a northerly and northwesterly direction along the centerline of State Route 121 / Limit Street approximately 2,262 to the centerline of State Route 10 / Keokuk Street; Thence in a northeasterly direction along the centerline of State Route 10 / Keokuk Street approximately 669 feet to the northeasterly right-of-way line of the Canadian Northern Railroad; Thence in a southeasterly direction along the northeasterly right-of-way line of the Canadian Northern Railroad approximately 716 feet to a point perpendicular to the easterly right-of-way line of Campus View Drive; Thence in a northerly direction along the easterly right-of-way line of Campus View Drive for 440 feet to a point; Thence due east 40 feet to a point; Thence in a northwesterly direction west 61 degrees north for 155 feet to a point; Thence in a northwesterly direction west 77 degrees north for 105 feet to a point; Thence in a northwesterly direction west 5 degrees north for approximately 87 feet to the centerline of State Route 10 / Keokuk Street; Thence in a northwesterly

direction west 71 degrees north approximately 305 feet to the north line of Section 31, Township 20 North, Range 2 West, of the 3rd Principal Meridian; Thence in a westerly direction along the north line of Section 31 for approximately 438 feet to the centerline of Commercial Drive; Thence in a southerly direction along the centerline of Commercial Drive approximately 555 feet to a point 3 feet north and parallel to the centerline of State Route 10 / Keokuk Street; Thence in a southwesterly direction along a path 3 feet north and parallel to the centerline of State Route 10 / Keokuk Street approximately 255 feet to the centerline of State Route 10 / State Route 121 / Keokuk Street; Thence in a northwesterly direction along the centerline of State Route 10 / State Route 121 / Keokuk Street approximately 396 feet to the north-south centerline of the northeast quarter of Section 31; Thence in a southerly direction along the north-south centerline of the northeast quarter of Section 31 for 555 feet to a point; Thence in a southwesterly direction along a path parallel to West Street for 215 feet to a point; Thence in a southeasterly direction along a path perpendicular to West Street for 50 feet to a point; Thence in a southwesterly direction along a path parallel to West Street approximately 525 feet to the centerline of Tremont Street; Thence in a southeasterly direction along the centerline of Tremont Street approximately 662 feet to the centerline of Border Street; Thence in a southerly direction along the centerline of Border Street approximately 425 feet to the centerline of Junction Street / Delevan Street; Thence in a westerly direction along the centerline of Junction Street approximately 582 feet to the centerline of North Elliot Street; Thence in a southwesterly direction along the centerline of North Elliot Street for 210 feet to a point; Thence due east approximately 312 feet to the centerline of Pekin Street; Thence in a southeasterly direction along the centerline of Pekin Street approximately 1,662 feet to the centerline of Foley Street; Thence in a southwesterly direction along the centerline of Foley Street approximately 380 feet to the centerline of Broadway Street; Thence in a southeasterly direction along the centerline of Broadway Street approximately 833 feet to the centerline of State Route 121 / Limit Street; Thence in a northerly direction along the centerline of State Route 121 / Limit Street for 893 feet to a point; Thence in an easterly direction along a path parallel to the east-west centerline of Section 32 for 1,000 feet to a point; Thence in a southerly direction along a path parallel to the west line of Section 32 approximately 1,741 feet to the south line of Section 32; Thence in an easterly direction along the south line of Section 32 approximately 4,338 feet to the southeast corner of Section 32, Township 20 North, Range 2 West, of the 3rd Principal Meridian, THE POINT OF BEGINNING.

ADDITIONS:

Elkhart

Beginning at the intersection of the centerline of Broadway Street and the centerline of State Route 121 / Limit Street in the City of Lincoln, Logan County, Illinois; Thence in a southeasterly direction on a three foot wide strip along the centerline of State Route 121 / Limit Street approximately 5.85 miles (30,912 feet) to the centerline of 1025th Street; Thence in a westerly direction on a three foot wide strip along the centerline of 1025th Street approximately 1.03 miles (5,458 feet) to the centerline of the Canadian Northern Railroad; Thence in a southeasterly direction on a three foot wide strip along the centerline of the Canadian Northern Railroad approximately 1.31 miles (6,927 feet) to the centerline of 900th Street / 1525th Avenue; Thence in a westerly and then southerly direction on a three foot wide strip along the centerline of 900th Street / 1525th Avenue approximately 1,167 feet to the point where 1525th Avenue becomes 878th Street; Thence westerly on a three foot wide strip along the centerline of 878th Street approximately 1,311 feet to the centerline of 1500th Avenue; Thence in a southerly direction on a three foot wide strip along the centerline of 1500th Avenue approximately 2.80 miles (14,765 feet) to the centerline of 600th Street; Thence in a westerly direction on a three foot wide strip along the centerline of 600th Street approximately 3.48 miles (18,363 feet) to the centerline of 1150th Avenue; Thence in a northerly direction on a three foot wide strip along the centerline of 1150th Avenue approximately 1.01 miles (5,316 feet) to the centerline of 700th Street; Thence in a westerly direction on a three foot wide strip along 700th Street approximately 5.21 miles (27,535 feet) to the point where 700th Street becomes Chapel Road; Thence in a northwesterly direction on a three foot wide strip along the centerline of Chapel Road approximately 1,545 feet to the point where Chapel Road becomes North Gillett Street; Thence in a southwesterly direction on a three foot wide strip along the centerline of North Gillett Street approximately 800 feet to the centerline of Governor Oglesby Street; Thence in a northwesterly direction on a three foot wide strip along the centerline of Governor Oglesby Street approximately 843 feet to the centerline of the Union Pacific / Amtrak Railroad, THE POINT OF BEGINNING; Thence in a northeasterly direction along the centerline of the Union Pacific / Amtrak Railroad for 1,895 feet to a point; Thence in a northwesterly direction west 36 degrees north approximately 260 feet to the centerline of the frontage road Old Route

66; Thence in a southwesterly direction west 15 degrees south for 1,157 feet to a point; Thence due south for 219 feet to a point; Thence in a northeasterly direction east 15 degrees north approximately 956 feet to the centerline of the frontage road Old Route 66; Thence in a southwesterly direction along the centerline of frontage road Old Route 66 approximately 1,558 feet to the centerline of Governor Oglesby Street; Thence in a southeasterly direction along the centerline of Governor Oglesby Street approximately 210 feet to the centerline of the Union Pacific / Amtrak Railroad, TO THE POINT OF BEGINNING, ENCOMPASSING THE AREA ENCLOSED.

Beginning at the Intersection of the centerline of Broadway Street and the centerline of State Route 121 / Limit Street in the City of Lincoln, Logan County, Illinois; Thence in a southeasterly direction along the centerline of State Route 121 / Limit Street for 1.04 miles (5,480 feet) to a point, THE POINT BEGINNING; Thence due east approximately 700 feet to the centerline of the Canadian Northern Railroad; Thence in a southeasterly direction along the centerline of the Canadian Northern Railroad for 700 feet to a point; Thence due west approximately 505 feet to the centerline of State Route 121; Thence in a northwesterly direction approximately 790 feet, TO THE POINT OF BEGINNING, ENCOMPASSING THE AREA ENCLOSED.

Viper Mine: Unincorporated Logan County

Beginning at the intersection of the centerline of 600th Street and the centerline of 1150th Avenue in Section 13, Township 18 North, Range 3 West, of the 3rd Principal Meridian, Logan County, Illinois; Thence in a westerly direction on a three foot wide strip along the centerline of 600th Street approximately 2,649 feet to the centerline of 1100th Avenue; Thence in a southerly direction on a three foot wide strip along the centerline of 1100th Avenue approximately 2,621 feet to the centerline of 550th Street; Thence in a westerly direction on a three foot wide strip along the centerline of 550th Street approximately 1.99 miles (10,500 feet) to the centerline of 900th Avenue; Thence in a northerly direction on a three foot wide strip along the centerline of 900th Avenue approximately 2,610 feet to the centerline of 600th Street; Thence in an easterly direction on a three foot wide strip along the centerline of 600th Street approximately 1.00 miles (5,254 feet) to the east line of Section 20; Thence in a westerly direction on a three foot wide strip along the centerline of 600th Street for 0.35 miles (1,837 feet) to a point being the easternmost entrance of the Viper Mine, THE POINT OF BEGINNING; Thence due south 0.27 miles (1,401 feet) to a point; Thence due west 0.26 miles (1,356 feet) to a point; Thence due north 0.19 miles (1,006 feet) to a point; Thence due east 0.11 miles (589 feet) to a point; Thence due north 0.09 miles (456 feet) to a point; Thence due west 0.02 miles (120 feet) to a point; Thence due north 0.14 miles (750 feet) to a point; Thence due east 0.16 miles (887 feet) to a point; Thence due south 0.15 miles (811 feet) to the centerline of 600th Street, TO THE POINT OF BEGINNING; ENCOMPASSING THE AREA ENCLOSED.

Beginning at the intersection of 600th Street and the east line of Section 20, Township 18 North, Range 3 West, of the 3rd Principal Meridian; Thence in a westerly direction along the centerline of 600th Street 0.60 miles (3,193 feet) to a point; Thence due south 395 feet to the border of the Lincoln-Logan County Enterprise Zone, THE POINT OF BEGINNING; Thence in a northwesterly direction west 50 degrees north for approximately 663 feet to a point 100 feet north of the centerline of 600th Street; Thence in a westerly direction along a path parallel and 100 feet north of the centerline of 600th Street approximately 2.28 miles (12,028 feet) to the southeasterly right-of-way line of the Union Pacific / Amtrak Railroad; Thence in a southwesterly direction along the southeasterly right-of-way line of the Union Pacific / Amtrak Railroad approximately 2.57 miles (13,555 feet) to the Logan County Line and south line of Section 27, Township 18 North, Range 4 West, of the 3rd Principal Meridian; Thence in a westerly direction along the Logan County Line and south line of said Section 27 approximately 0.48 miles (2,556 feet) to a point; Thence in northeasterly direction north 37 degrees east for 1.94 miles (10,296 feet) to a point; Thence left 90 degrees in a northwesterly direction north 53 degrees west for 0.38 miles (2,006 feet) to a point; Thence left 90 degrees in a southwesterly direction west 53 degrees south for 1.96 miles (10,349 feet) to a point; Thence right 90 degrees in a northwesterly direction north 53 degrees west for 0.27 miles (1,426 feet) to a point; Thence right 90 degrees in a northeasterly direction north 37 degrees east for 1.04 miles (5,491 feet) to a point; Thence left 90 degrees in a northwesterly direction north 53 degrees west for 0.38 miles (2,006 feet) to a point; Thence left 90 degrees in a southwesterly direction west 53 degrees south for 1.0 miles (5,280 feet) to a point; Thence right 90 degrees in a northwesterly direction north 53 degrees west for 0.29 miles (1,531 feet) to a point; Thence left 90 degrees in a southwesterly direction west 53 degrees south for 0.19 miles (1,003 feet) to a point; Thence left 90 degrees in a southeasterly direction south 53 degrees east for 0.33 miles (1,742 feet) to a point; Thence right 90 degrees in a southwesterly direction

west 53 degrees south for approximately 0.52 miles (2,746 feet) to the Logan County border and south line of Township 18 North, Range 4 West, of the 3rd Principal Meridian; Thence in an easterly direction along the Logan County border and south line of Township 18 North, Range 4 West, of the 3rd Principal Meridian for 0.46 miles (2,446 feet) to a point; Thence in a northeasterly direction north 37 degrees east for 0.23 miles (1,214 feet) to a point; Thence right 90 degrees in a southeasterly direction south 53 degrees east for approximately 0.31 miles (1,612 feet) to the Logan County border and south line of Township 18 North, Range 4 West, of the 3rd Principal Meridian; Thence in an easterly direction along the Logan County border and south line of Township 18 North, Range 4 West, of the 3rd Principal Meridian for 0.88 miles (4,645 feet) to a point 140 feet due east of the southeasterly right-of-way line of the Union Pacific / Amtrak Railroad; Thence in a northeasterly direction along a path 140 feet east of the southeasterly right-of-way line of the Union Pacific / Amtrak Railroad for 2.31 miles (12,220 feet) to a point; Thence in a northeasterly direction north 55 degrees east for approximately 0.36 miles (1,908 feet) to a point 50 feet north of the centerline of 600th Street; Thence in an easterly direction along a path parallel and 50 feet north of the centerline of 600th Street for 2.13 miles (11,220 feet) to a point; Thence in a southeasterly direction east 50 degrees south for approximately 936 feet to the border of the Lincoln-Logan County Enterprise Zone; Thence due north approximately 250 feet, TO THE POINT OF BEGINNING; ENCOMPASSING THE AREA ENCLOSED.

Lake Fork: Unincorporated Logan County

Beginning at the intersection of the centerline of 600th Street and the centerline of 1500th Avenue in Section 16, Township 18 North, Range 2 West, of the 3rd Principal Meridian, Logan County, Illinois; Thence in a southerly direction on a three foot wide strip along the centerline of 1500th Avenue approximately 5,320 feet to the centerline of Illinois State Route 54; Thence in a southwesterly direction on a three foot wide strip along the centerline of Illinois State Route 54 approximately 2.40 miles (12,665 feet) to the centerline of 1300th Avenue in Lake Fork, Illinois, THE POINT OF BEGINNING; Thence in a northerly direction along the centerline of 1300th Avenue approximately 187 feet to the centerline of the Canadian National Railroad; Thence in a southwesterly direction along the centerline of the Canadian National Railroad 1,200 feet to a point; Thence due south approximately 187 feet to the centerline of Illinois State Route 54; Thence in a northeasterly direction along the centerline of Illinois State Route 54 approximately 1,200 feet, TO THE POINT OF BEGINNING; ENCOMPASSING THE AREA ENCLOSED.

Beginning at the intersection of the centerline of 1300th Avenue and the centerline of the Canadian National Railroad in Section 31, Township 18 North, Range 2 West, of the 3rd Principal Meridian, Lake Fork, Logan County, Illinois; Thence in a northerly direction on a three foot wide strip along 1300th Avenue approximately 52 feet to the centerline of Logan Street; Thence in a southwesterly and then westerly direction on a three foot wide strip along the centerline of Logan Street approximately 690 feet to the centerline of Washington Street, THE POINT OF BEGINNING; Thence due north 162 feet to a point; Thence due west 28 feet to a point; Thence due north 332 feet to a point; Thence due west 652 feet to a point; Thence due south 331 feet to a point; Thence due east 350 feet to a point; Thence due south 163 feet to a point; Thence due east 330 feet, TO THE POINT OF BEGINNING; ENCOMPASSING THE AREA ENCLOSED, area being tax parcel 06-572-001-11 and 06-081-001-05.

New Holland / Burtonview: Unincorporated Logan County

Beginning at the intersection of the centerline of Woodlawn Road / State Route 10, the eastern right-of-way border line of Interstate 55, and the Lincoln-Logan County Enterprise Zone boundary in Section 27, Township 20 North, Range 3 West, of the 3rd Principal Meridian, Logan County, Illinois; Thence in a northwesterly direction on a three foot wide strip along the centerline of Woodlawn Road / State Route 10 approximately 3.74 miles (19,750 feet) to the west line of Section 19, Township 20 North, Range 3 West, of the 3rd Principal Meridian, THE POINT OF BEGINNING; Thence in a southerly direction along the west line of said Section 19 for 570 feet to a point; Thence due east 1,010 feet to a point; Thence due north approximately 380 feet to the centerline of State Route 10; Thence in a westerly direction along the centerline of State Route 10 approximately 1,045 feet, TO THE POINT OF BEGINNING, ENCOMPASSING THE AREA ENCLOSED.

Beginning at the intersection of the centerline of State Route 10 and the west line of Section 19, Township 20 North, Range 3 West, of the 3rd Principal Meridian, Logan County, Illinois; Thence in a westerly on a three foot wide strip approximately 5.22 miles (27,538 feet) to the intersection of the centerline of 100th Avenue and centerline of East Lincoln Street in the Village of New Holland, Illinois,

THE POINT OF BEGINNING; Thence in a westerly direction along the centerline of East Lincoln Street approximately 1,202 feet to the centerline of Stone Street; Thence due west for 245 feet to a point; Thence due south for 400 feet to a point; Thence due east approximately 1,400 feet to a point perpendicular to the centerline of 100th Avenue; Thence in a northerly direction along a path parallel to the centerline of 100th Avenue approximately 355 feet to the centerline East Lincoln Street, TO THE POINT OF BEGINNING, ENCOMPASSING THE AREA ENCLOSED.

Beginning at the intersection of the centerline of State Route 10 and the centerline of Page Street in Section 17, Township 20 North, Range 4 West, of the 3rd Principal Meridian, Logan County, Illinois, THE POINT OF BEGINNING; Thence due south 230 feet to a point; Thence due west approximately 787 feet to the centerline of 100th Avenue; Thence in a northerly direction along the centerline of 100th Avenue for 110 feet to a point; Thence due east for 250 feet to a point; Thence due north approximately 250 feet to the centerline of State Route 10; Thence in an easterly direction along the centerline of State Route 10 to the centerline of Page Street, TO THE POINT OF BEGINNING, ENCOMPASSING THE AREA ENCLOSED.

Beginning at the intersection of the centerline of State Route 10 and the north-south centerline of the southeast quarter of Section 17, Township 20 North, Range 4 West, of the 3rd Principal Meridian, Logan County, Illinois, THE POINT OF BEGINNING; Thence in a southerly direction along the north-south centerline of the southeast quarter of said Section 17 approximately 596 feet to the south line of said Section 17; Thence in a westerly direction along the south line of said Section 17 for 425 feet to a point; Thence in a northerly direction along a path parallel to the north-south centerline of the southeast quarter of said Section 17 approximately 677 feet to the centerline of State Route 10; Thence in an easterly direction along the centerline of State Route 10 approximately 428 feet to the north-south centerline of the southeast quarter of said Section 17, TO THE POINT OF BEGINNING, ENCOMPASSING THE AREA ENCLOSED.

Emden

Beginning at the intersection of the Lincoln-Logan County Enterprise Zone, the southbound centerline of Interstate 55, and the centerline of State Route 10 in Section 27, Township 20 North, Range 3 West, of the 3rd Principal Meridian, Logan County, Illinois; Thence in a northerly direction on a three foot wide strip along the southbound centerline of Interstate 55 and Interstate 155 approximately 10.16 miles (53,648 feet) to the south line of Section 5, Township 21 North, Range 3 West, of the 3rd Principal Meridian, Logan County, Illinois; Thence in a westerly direction on a three foot wide strip along the south line of said Section 5 and Section 6 approximately 1.39 miles (7,338 feet) to the centerline of the western most track of the Canadian Northern Railroad; Thence in a northwesterly direction on a three foot wide strip along centerline of the western most track of the Canadian Northern Railroad approximately 3,233 feet to the centerline of North Street in Emden, Illinois, THE POINT OF BEGINNING; Thence in an easterly direction along the centerline of North Street approximately 303 feet to the centerline of Archer Street; Thence due north 660 feet to a point; Thence due west approximately 740 feet to the centerline of the western most track of the Canadian Northern Railroad; Thence in a southeasterly direction along the centerline of the western most track of the Canadian Northern Railroad approximately 804 feet to the centerline of North Street, TO THE POINT OF BEGINNING, ENCOMPASSING THE AREA ENCLOSED.

Hartsburg

Beginning at the intersection of the Lincoln-Logan County Enterprise Zone, the southern right-of-way line of Interstate 55, and the west line of Section 18, Township 20 North, Range 2 West, of the 3rd principal meridian, Logan County, Illinois; Thence in a westerly direction on a three foot wide strip along the southern right-of-way line of Interstate 55 approximately 1.00 miles (5,280 feet) to the centerline of State Route 121; Thence in a northerly and then northwesterly direction on a three foot wide strip along the centerline of State Route 121 approximately 5.61 miles (29,634 feet) to the centerline of West Front Street in Hartsburg, Illinois, THE POINT OF BEGINNING; Thence in a westerly direction along the centerline of West Front Street approximately 120 feet to the centerline of South First Street; Thence in a southerly direction along the centerline of South First Street for 630 feet to a point; Thence due west 590 feet to a point; Thence due south 425 feet to a point; Thence due east 645 feet to a point; Thence due north 216 feet to a point; thence due east approximately 600 feet to the centerline of State Route 121; Thence in a northwesterly direction along the centerline of State Route 121 approximately 1,010 feet to

the centerline of West Front Street, TO THE POINT OF BEGINNING, ENCOMPASSING THE AREA ENCLOSED.

Atlanta

Beginning at the intersection of the northwesterly right-of-way line of the Union Pacific Railroad and the east line of Section 16, Township 20 North, Range 2 West, of the 3rd principal meridian, Logan County, Illinois; Thence in a northeasterly direction on a three foot wide strip along the northwesterly right-of-way of the Union Pacific Railroad approximately 6.42 miles (33,903 feet) to the centerline of Elm Street in Atlanta, Illinois, THE POINT OF BEGINNING; Thence in a southeasterly direction along the centerline of Elm Street approximately 257 feet to the centerline of Southwest Arch Street; Thence in a northeasterly direction along the centerline of Southwest Arch Avenue approximately 616 feet to the centerline of Montgomery Street; Thence in a northwesterly direction along a path perpendicular to the northwesterly right-of-way of the Union Pacific Railroad approximately 240 feet to the northwesterly right-of-way of the Union Pacific Railroad; Thence in a southwesterly direction along the northwesterly right-of-way of the Union Pacific Railroad approximately 596 feet to the centerline of Elm Street, TO THE POINT OF BEGINNING, ENCOMPASSING THE AREA ENCLOSED.

Beginning at the intersection of the northwesterly right-of-way line of the Union Pacific Railroad and the centerline of Race Street in Atlanta, Illinois; Thence in a southeasterly direction on a three foot wide strip along the centerline of Race Street approximately 800 feet to the intersection of the centerline of East South Street and the centerline of South Race Street; Thence in a southerly direction on a three foot wide strip along the centerline of South Race Street approximately 2,010 feet to the centerline of Sharon Street, THE POINT OF BEGINNING; Thence in a westerly direction along the centerline Sharon Street approximately 895 feet to the centerline of Martin Street; Thence in a southerly direction along a path parallel to the centerline of Martin Street approximately 546 feet to the northwesterly right-of-way line of Interstate 55; Thence in a northeasterly direction along the northwesterly right-of-way line of Interstate 55 approximately 893 feet to the centerline of South Race Street / 1975th Avenue; Thence in a northerly direction along the centerline of South Race Street / 1975th Avenue approximately 493 feet to the centerline of Sharon Street, TO THE POINT OF BEGINNING, ENCOMPASSING THE AREA ENCLOSED.

Beginning at the intersection of the centerline of South Race Street, the centerline of North Lincoln Parkway / Old Route 66, and the Lincoln – Logan County Enterprise Zone in Atlanta, Illinois in Section 20, Township 21 North, Range 1 West, of the 3rd principal meridian, Logan County, Illinois; Thence in a northeasterly direction on a three foot wide strip along the centerline of North Lincoln Parkway / Old Route 66 for 1,200 feet to a point; Thence in a southeasterly direction on a three foot wide strip along a path perpendicular to the centerline of North Lincoln Parkway / Old Route 66 for 130 feet to a point, THE POINT OF BEGINNING; Thence in a southeasterly direction east 41 degrees south approximately 780 feet to a point 75 feet northwest of the northwesterly right-of-way line of the southbound on-ramp of exit 140 of Interstate 55; Thence in a northeasterly direction along a path parallel and 75 feet northwest of the northwesterly right-of-way line of the southbound on-ramp of exit 140 of Interstate 55 for 1,135 feet to a point; Thence in a northwesterly direction north 86 degrees west for 800 feet to a point 130 feet southeast of the centerline of North Lincoln Parkway / Old Route 66; Thence in a southwesterly direction along a path parallel and 130 feet southeast of North Lincoln Parkway / Old Route 66 approximately 726 feet, TO THE POINT OF BEGINNING, ENCOMPASSING THE AREA ENCLOSED, which includes the following five entire parcels: 05-020-038-30 (5-135D S20 T21 R1 {PB 1750} LOTS 3, 5 & W 1/2 LOT 6 ATLANTA COMMERCIAL DEVELOPMENT PT SE), 05-020-037-50 (5-135 S20 T21 R1 EX 2.03 A TRACT & EX LOTS 3, 4, 5 & W 1/2 LOT 6 OF ATLANTA COMMERCIAL DEVELOPMENT, TRACT E PT SE 1/4), 05-021-007-40 (5-144B S21 T21 R1 1.36 A TRACT W OF I-55 R/W W 1/2 SW), and 05-021-007-90 (5-144G S21 T21 R1 E 1/2 LOT 6, ADJACENT PROPOSED EMPIRE ST & ALL LOT 7 ATLANTA COMMERCIAL DEVELOPMENT PT W 1/2 SW).

Beason: Unincorporated Logan County

Beginning at the intersection of the Lincoln-Logan County Enterprise Zone, the centerline of State Route 10, and the east line of Section 32, Township 20 North, Range 2 West, of the 3rd principal meridian, Logan County, Illinois; Thence in an easterly direction on a three foot wide strip along the centerline of State Route 10 approximately 2.01 miles (10,624 feet) to the centerline of 1600th Avenue; Thence in a southerly direction on a three foot wide strip along the centerline of 1600th Avenue 2,280 feet to a point,

THE POINT OF BEGINNING; Thence due east for 825 feet to a point; Thence due south 620 feet to a point; Thence due west approximately 825 feet to the centerline of 1600th Avenue; Thence in a northerly direction along the centerline of 1600th Avenue approximately 620 feet TO THE POINT OF BEGINNING, ENCOMPASSING THE AREA ENCLOSED.

Beginning at the intersection of the centerline of State Route 10 and the centerline of 1600th Avenue in Logan County, Illinois; Thence in an easterly direction on a three foot wide strip along the centerline of State Route 10 approximately 5.21 miles (27,511 feet) to the centerline of 2150th Avenue; Thence in a southerly direction on a three foot wide strip along the centerline of 2150th Avenue approximately 2,091 feet to the centerline of Logan Street in Beason, Illinois, THE POINT OF BEGINNING; Thence in a westerly direction along a path parallel to Logan Street for 1,810 feet to a point; Thence in a southerly direction along a path parallel to 2150th Avenue for 600 feet to a point; Thence in an easterly direction along a path parallel to Logan Street to approximately 1,810 feet to the centerline of 2150th Avenue / Broadway Street; Thence in a northerly direction along the centerline of 2150th Avenue / Broadway Street for approximately 600 feet to the centerline of Logan Street, TO THE POINT OF BEGINNING, ENCOMPASSING THE AREA ENCLOSED.

Beginning at the intersection of the Lincoln-Logan County Enterprise Zone, centerline of State Route 10 and the centerline of 1800th Avenue in Logan County, Illinois; Thence in a southerly direction on a three foot wide strip along the centerline of 1800th Avenue for 2,000 feet to a point, THE POINT OF BEGINNING; Thence due west for 535 feet to a point; Thence due south for 650 feet to a point; Thence due east approximately 535 feet to the centerline of 1800th Avenue; Thence in a northerly direction along the centerline of 1800th Avenue approximately 650 feet, TO THE POINT OF BEGINNING, ENCOMPASSING THE AREA ENCLOSED.

Mount Pulaski

Beginning at the intersection of the Lincoln-Logan County Enterprise Zone, the centerline of 1500th Avenue, and the centerline of 600th Street, Township 18 North, Range 2 West, of the 3rd principal meridian, Logan County, Illinois; Thence in an easterly direction on a three foot wide strip along the centerline of 600th Street approximately 0.59 miles (3,109 feet) to the centerline of West Lipp Road; Thence in a northeasterly direction on a three foot wide strip along the centerline of West Lipp Road approximately 0.53 miles (2,797 feet) to the northeasterly right-of-way line of the Canadian Northern Railroad, THE POINT OF BEGINNING; Thence in an easterly direction along the centerline of West Lipp Road approximately 40 feet to the centerline of South Park Street; Thence in a northerly direction along the centerline of South Park Street approximately 475 feet to the centerline of West Cooke Street; Thence due east approximately 350 feet to the northeasterly right-of-way line of the Canadian Northern Railroad; Thence in a southeasterly direction along the northeasterly right-of-way line of the Canadian Northern Railroad approximately 600 feet to the centerline of West Lipp Road, TO THE POINT OF BEGINNING, ENCOMPASSING THE AREA ENCLOSED.

Beginning at the intersection of the Lincoln-Logan County Enterprise Zone, the centerline of West Lipp Road, and the northeasterly right-of-way line of the Canadian Northern Railroad Section 15, Township 18 North, Range 2 West, of the 3rd principal meridian, Logan County, Illinois; Thence in a southeasterly direction on a three foot wide strip along the northeasterly right-of-way line of the Canadian Northern Railroad approximately 0.35 miles (1,824 feet) to the centerline of Scroggin Avenue / South Washington Street; Thence in a northeasterly direction on a three foot wide strip along the centerline of Scroggin Avenue / South Washington Street approximately 14 feet to the centerline of East McDonald Street; Thence in an easterly direction on a three foot wide strip along the centerline of East McDonald Street approximately 0.41 miles (2,160 feet) to the centerline of South Topper Drive / State Route 121; Thence in a southeasterly direction on a three foot wide strip along the centerline of South Topper Drive / State Route 121 approximately 1.84 miles (9,738 feet) to the centerline of 1842nd Avenue; Thence in a southerly direction on a three foot wide strip along the centerline of 1842nd Avenue approximately 96 feet to the southwesterly right-of-way line of the Canadian Northern Railroad, THE POINT OF BEGINNING; Thence in a southerly direction along the centerline of 1842nd Avenue for 200 feet to a point; Thence due west for 1,310 feet to a point; Thence due north approximately 740 feet to the southwesterly right-of-way line of the Canadian Northern Railroad; Thence in a southeasterly direction along the southwesterly right-of-way line of the Canadian Northern Railroad approximately 1,422 feet to the centerline of 1842nd Avenue, TO THE POINT OF BEGINNING, ENCOMPASSING THE AREA ENCLOSED.

Beginning at the intersection of the centerline of South Topper Drive / State Route 121 and the centerline of East McDonald Street in Section 14, Township 18 North, Range 2 West, of the 3rd principal meridian, Logan County, Illinois; Thence in a northerly direction on a three foot wide strip along the centerline of South Topper Drive / State Route 121 approximately 0.76 miles (4,000 feet) to the centerline of East Chestnut Street, THE POINT OF BEGINNING; Thence in an easterly direction along the centerline of East Chestnut Street approximately 150 feet to the north-south centerline of east half of Section 14, Township 18 North, Range 2 West, of the 3rd principal meridian Thence in a northerly direction along the north-south centerline of said Section 14 approximately 1,340 feet to the north line of said Section 14; Thence in a westerly direction along the north line of Section 14 for 990 feet to a point; Thence due south for 90 feet to a point; Thence in a westerly direction along a path parallel to the north line of Section 14 approximately 330 feet to the easterly right-of-way line of North Vine Street / North Topper Drive; Thence in southeasterly direction along the easterly right-of-way line of North Vine Street / North Topper Drive for 650 feet to a point; Thence due north for 130 feet to a point; Thence due east 50 feet to a point; Thence due south approximately 175 feet to the easterly right-of-way line of North Vine Street / North Topper Drive; Thence in a southeasterly direction along the easterly right-of-way line of North Vine Street / North Topper Drive approximately 1,057 feet to a point that is approximately 30 feet due north of the intersection of the centerline of East Chestnut Street and the centerline of North Topper Drive; Thence due south approximately 30 feet to the intersection of the centerline of East Chestnut Street and the centerline of North Topper Drive, TO THE POINT OF BEGINNING, ENCOMPASSING THE AREA ENCLOSED.

CERTIFIED COPY

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

I, Susan Gehlbach, Clerk of the City of Lincoln, State of Illinois do hereby certify that the foregoing and hereto attached contains a full, true and correct copy of Ordinance No. ____ **AN ORDINANCE ESTABLISHING AN ENTERPRISE ZONE WITHIN THE CITY OF LINCOLN** as approved by the City Council of the City of Lincoln and the same appears of Record and on the files in my office remaining.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the corporate seal of the said City of Lincoln, State of Illinois this _____ day of _____, 2015.

Susan Gehlbach, City Clerk

CERTIFIED COPY

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

I, Susan Gehlbach, Clerk of the City of Lincoln, State of Illinois do hereby certify that the foregoing and hereto attached contains a full, true and correct copy of Ordinance No. ____ **AN ORDINANCE ESTABLISHING AN ENTERPRISE ZONE WITHIN THE CITY OF LINCOLN** as approved by the City Council of the City of Lincoln and the same appears of Record and on the files in my office remaining:

IN WITNESS WHEREOF, I have hereto set my hand and affixed the corporate seal of the said City of Lincoln, State of Illinois this _____ day of _____, 2015.

Susan Gehlbach, City Clerk

CERTIFIED COPY

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

I, Susan Gehlbach, Clerk of the City of Lincoln, State of Illinois do hereby certify that the foregoing and hereto attached contains a full, true and correct copy of **INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LINCOLN, THE COUNTY OF LOGAN, THE CITY OF ATLANTA, THE VILLAGE OF ELKHART, THE VILLAGE OF EMDEN, THE VILLAGE OF HARTSBURG, THE CITY OF MOUNT PULASKI, AND THE VILLAGE OF NEW HOLLAND** as approved by the City Council of the City of Lincoln and the same appears of Record and on the files in my office remaining.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the corporate seal of the said City of Lincoln, State of Illinois this _____ day of _____, 2015.

Susan Gehlbach, City Clerk

CERTIFIED COPY

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

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IN WITNESS WHEREOF, I have
hereto set my hand and affixed the
corporate seal of the said City of Lincoln,
State of Illinois this _____ day of
_____, 2015.

Susan Gehlbach, City Clerk

PART G. APPLICANT CERTIFICATION

THE APPLICANT CERTIFIES THAT:

To the best of my knowledge and belief, data and other information in this application are true and correct, and this document has been authorized by the governing body of the applicant. I further certify that each incentive authorized by the governing body will be implemented and that all necessary administrative procedures will be established and effected.

CERTIFYING REPRESENTATIVE: (To be signed by the Chief Elected Official)

<u>The County of Logan</u> Unit of Government	_____ Dave Hepler, Chairman	_____ Date
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<u>The City of Lincoln</u> Unit of Government	_____ Martha Neitzel, Mayor	_____ Date
--	--------------------------------	---------------

<u>The City of Atlanta</u> Unit of Government	_____ Fred Finchum, Mayor	_____ Date
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<u>The Village of Elkhart</u> Unit of Government	_____ Lyle Fout, Village President	_____ Date
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<u>The Village of Emden</u> Unit of Government	_____ Dan Evans, Village President	_____ Date
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<u>The Village of Hartsburg</u> Unit of Government	_____ Norma Bathe, Village President	_____ Date
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<u>The City of Mount Pulaski</u> Unit of Government	_____ Jim Fuhrer, Mayor	_____ Date
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<u>The Village of New Holland</u> Unit of Government	_____ Suzie Aper, Village President	_____ Date
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CITY OF LINCOLN, ILLINOIS
 700 BROADWAY ST., P.O. BOX 509
 LINCOLN, IL 62656

October 14, 2015

TO: City Aldermen
 Martha Neitzel, Acting Mayor
 Clay Johnson, City Administrator
 Chuck Conzo, City Treasurer
 Tim Ferguson, EMC Facility Manager

FROM: Susan Gehlbach, City Clerk

The chart below represents the breakdown of the past due sewer balances as of 09/30/15. These accounts are divided into three periods, 0-45 days, 46-90 days and over 90 days. The Monthly sewer balance total includes IL American Water, LDC and both prisons as of September 30, 2015.

Reports	0-45 Days	46-90 Days	Over 90 Days	Total
Monthly	\$ 47,037.25	\$ 43,814.92	\$ 41,288.49	\$ 132,140.66
Commercial	\$ 5,334.62	\$ 202.60	\$ 649.32	\$ 6,186.54
Northeast	\$ 2,880.96	\$ 4,375.56	\$ 11,807.06	\$ 19,063.58
South	\$ 20,801.64	\$ 1,515.00	\$ 42,627.93	\$ 64,944.57
Northwest	\$ 1,449.80	\$ 1,733.95	\$ 15,227.92	\$ 18,411.67
TOTALS	\$ 77,504.27	\$ 51,642.03	\$ 111,600.72	\$ 240,747.02

Please note as of September 30, 2015 (accounts that are 90 days or more past due) totaled \$111,600.72. We have authorized IL-AWC to disconnect water service to 177 properties with allowing 152 reconnections (due to payment in full) since February, 2012. There are 17 properties in foreclosure and/or bankruptcy; with a total of \$23,773.27 (included in above past due residential totals).

The Monthly, Commercial and South Sections were billed on 09/30/15.

Monthly - August	\$71,726.13
Northwest - Jul/Aug/Sep 2015	<u>\$136,620.00</u>
TOTAL	\$208,346.13

The total amount of sewer receipts collected for the month of September, 2015:
 \$242,445.78 cash & checks
 + 18,262.48 debit/credit payments (E-Pay)
\$260,708.26 total for August 2015

Since the Clerk's office began enforcing collection of delinquent sewer accounts on 01/01/12, \$138,159.07 (approx. 80%) on 154 properties; \$4,487.78 (approx. 2.6%) on 6 properties have been written off due to Bankruptcy, Tax Deed and US Marshall sales; and \$29,984.54 (approx. 17.4%) on 15 properties are left to be collected, on the original \$172,631.39 (176 properties) outstanding sewer balances.

Lincoln Police Department
Monthly Report

September 2015



New Vehicles

Lincoln Police acquired two new Dodge Durango's from the Illinois State Contract.

Two New Durangos

Lincoln Police department has two new Durango's that are patrolling the streets. The vehicles offer four wheel drive for snow/ice/rain. The extra height offers a better view at occupants of other vehicles and makes it easier to see further in traffic. The vehicles have much more storage than the sedans the department has previously purchased.

The new vehicles are being outfitted with Dell Semi-Rugged laptops computers that are \$2000 rather than the fully rugged \$6000 Panasonic laptops that we had before. This is a significant savings for the city on future purchases.

We will be marking the vehicles soon, but for the time being they are unmarked.

911 Pekin St.
Lincoln, IL 62656
P: 217-732-2151
F: 217-732-4589
police@lincoln.il.gov
www.lincoln.il.gov

Contents

PG 2: News - Including accomplishments, events, and awards.

PG 3-7: Monthly Stats - UCR, Arrests, Tickets, and Fines.

PG 8: Division Reports - Investigations, Patrol, and DARE

NEWS

Training

September 14 & 15: Officer Aaron Pickett attended Supervising and Managing the FTO Unit. Ofc Pickett has been managing out FTO unit for some time and this program had a lot to offer in regards to documentation and supervision.

September 18: Officer Aaron Pickett and Officer Jake Kitner attended training on registering sex offenders.

September 21: Detective Jim Rehmann attended the 5 Day Basic Criminal Investigation and New Detective Training in Normal, IL.

September 21: Officer Chad Eimer, Officer Chris Reed, and Officer Aaron Pickett attended the ILEAS Mobile Field Force training in Urbana, IL. This is a multi-jurisdictional team that our department participates in.

September 25: Officer Clint Wombles attended the Illinois State Police UCR training in Springfield, IL. This class helps at identifying the correct statistics to submit to the state for Federal and State guidelines.

September 30: Officer Heidi Moore, Officer Joseph Meister, Cpl Brian Clements, and Cpl Jason Lucas attended Domestic Battery Training in Petersburg, IL.

Events

September 7: Corporal Maurice Johnson assisted in coordinating the multijurisdictional response to the funeral of the Fox Lake, IL, officer that was murdered. Cpl Johnson did an outstanding job and represented the City of Lincoln and the Lincoln Police Department very well. Three other Lincoln PD officers attended the funeral.

MONTHLY STATISTICS

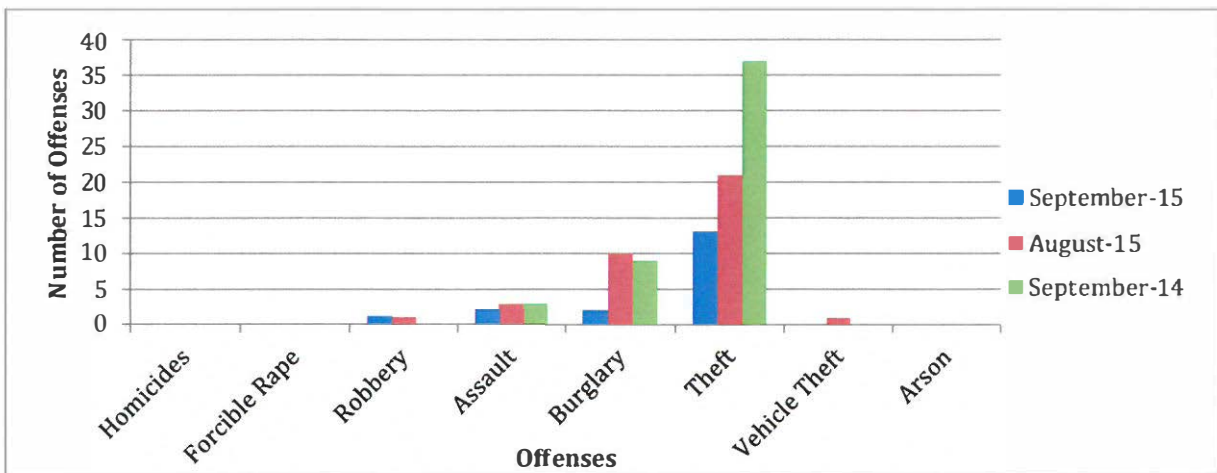
Uniform Crime Reporting (UCR)

UCR is the reporting system that the State of Illinois uses. These statistics are sent to the FBI to be included in the Federal UCR statistics. These statistics include the most major crimes. Although the State of Illinois has many offenses some are grouped together for these stats, for instance battery is included in assaults.

UCR Report for September 2015

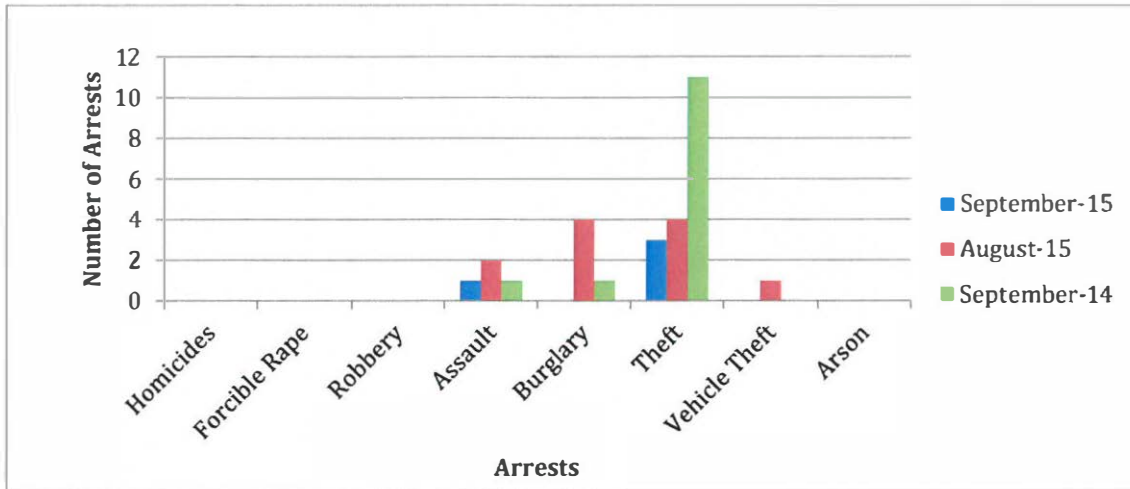
Offenses

Month	Homicides	Forcible Rape	Robbery	Assault	Burglary	Theft	Vehicle Theft	Arson
Sept-15	0	0	1	2	2	13	0	0
Aug-15	0	0	1	3	10	21	1	0
Sept-14	0	0	1	3	9	37	0	0



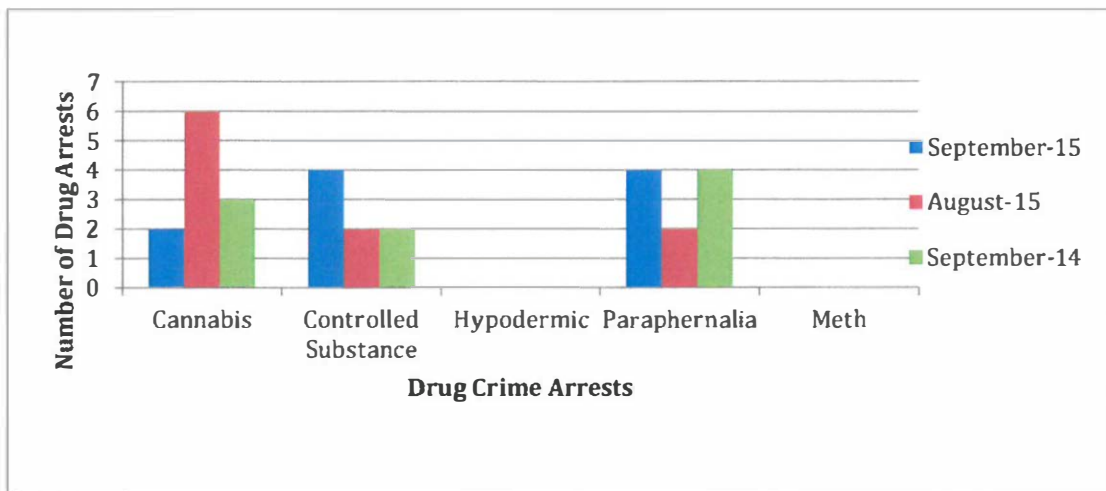
Arrests

Month	Homicides	Forcible Rape	Robbery	Assault	Burglary	Theft	Vehicle Theft	Arson
Sept-15	0	0	0	1	0	3	0	0
Aug-15	0	0	0	2	4	4	1	0
Sept-14	0	0	0	1	1	11	0	0



Drug Crime Arrests

Month	Cannabis	Controlled Substance	Hypodermic	Paraphernalia	Meth
Sept-15	2	4	0	4	0
Aug-15	6	2	0	2	0
Sept-14	3	2	0	4	0



Offenses for September 2015

Lincoln Police responded to 1108 incidents for this month. Lincoln Police took 137 case reports for the month. Total cases handled for the calendar year is 1240.

Top 10 Charges

Description	Amount
Warrant In-State	20
Theft - Under \$500	14
Possession of Drug Paraphernalia	11
Driving With Suspended/Revoked Drivers License (Misdemeanor)Warrant In-State	8
Runaway Juvenile: Under 18 Years Old	7
Criminal Damage to Property <\$300	6
Criminal Damage to Vehicle	6
Driving Under the Influence – Alcohol	5
Driving Under the Influence – BAC .08 or more	4
Leaving Scene of Accident – Vehicle Damage	4

Arrests Statistics between 09-01-15 and 09-30-15

Top 12 Charges

Description	Amount
Warrant In-State	20
Possession of Drug Paraphernalia	11
Driving With Suspended/Revoked Drivers License (Misdemeanor)	8
Driving Under the Influence - Alcohol	5
Criminal Damage to Property <\$300	4
Driving Under the Influence – BAC .08 or more	4
Criminal Trespass to Residence	3
Domestic Battery	3
Leaving the Scene of an Accident - Vehicle Damage	3
Possession of Controlled Substance	3
Warrant Arrest	3
Curfew Violation - Under 17 Years Old	2

Arrest Sex Breakdown

Sex	Amount	Percent
Male	58	70.73%
Female	24	29.27%
Total	82	100.00%

Arrest Adult/Juvenile Breakdown

Age	Amount	Percent
Adult	75	91.46%
Juvenile	8	8.54%
Total	82	100.00%

Arrest Race Breakdown

Race	Amount	Percent
White	68	82.93%
Black	12	14.63%
Hispanic	2	2.44%
Multi-Racial	0	0.00%
Total	82	100.00%

Citation Statistics between 09-01-15 and 09-30-15

Top 12 Charges

Description of Offense	Amount
Operating Uninsured Motor Vehicle	37
Speeding	22
Disobeyed Stop Sign	18
No Rear Registration Plate Light	15
Operate A Vehicle With Expired Registration 1st and 2nd Offense)	11
Driving With Suspended/Revoked Drivers License (Misdemeanor)	8
Driving Under the Influence - Alcohol	6
Improper Lane Usage - Laned Roads	6
Disobeyed Traffic Control Device	5
Failure to Reduce Speed/Accident to Avoid Accident	5
Failure to Signal When Required	5
Failure to Wear Properly Adjusted and Fastened Seat Safety Belt	5

Citation Sex Breakdown

Sex	Amount	Percent
Male	149	65.07%
Female	80	34.93%
Total	229	100.00%

Citation Race Breakdown

Race	Amount	Percent
White	206	89.96%
Black	11	4.80%
Hispanic	9	3.93%
Multi-Racial	1	0.44%
Unknown	1	0.44%
Asian	1	0.44%
Total	229	100.00%

Citation Type

Type	Amount	Percent
Traffic	120	52.40%
Written Warning	106	46.29%
City Ordinance	3	1.31%
Total	229	100.00%

Vehicle Crashes

There were 37 crashes that the Lincoln Police Department responded to for September 2015. Total for the year is 272.

Fines

Fines collected, by the Logan County Circuit Clerk for Lincoln, during the month of September was \$4,522.47 bringing the total to \$89,566.86 for the calendar year.

Fines collected for Parking Tickets for the month of September was \$245.00 bringing the total collected this calendar year to \$3364.00. There is \$125.00 of issued parking tickets for the month of September that is pending as of this date.

DIVISION REPORTS

Patrol

While patrolling the streets in September, the officers wrote 108 written warning citations in addition to the traffic citations that were written in September.

Investigations

Cases Investigated by CID for September 2015

- 2014-8969 Drug induced Homicide
- 2014-13178 Drug induced Homicide
- 2015-4205 Residential Burglary
- 2015-6935 Criminal Sexual Assault
- 2015-9374 LINK Fraud/Theft
- 2015-8980 Battery/Elder Abuse
- 2015-9408 Forgery
- 2015-9898 Aggravated Battery/GBH(1003 13th St)
- 2014-1DI Drug Investigation(Cocaine)
- 2014-2DI Drug Investigation(Cocaine/Cannabis)
- 2014-3DI Drug Investigation(Cocaine)
- 2015-4DI Drug Investigation(Heroin)
- 2015-7076 Drug Induced Homicide
- 2015-6183 Residential Burglary
- 2015-9677 Aggravated Battery(1209 Broadway Stabbing)

DARE/Community Policing

September 28: Corporal Lucas participated in a meet and greet with a police officer at the den meeting for Pack #101 Cub Scouts. DARE is trying to get the officers and the youth of Lincoln better acquainted with each other, so we are always willing to attend a youth function when approached. The boys were ready and had a lot of questions for Corporal Lucas. Kids benefit when they learn and have a good time doing it. Kids and the community benefit when kids know they can trust and depend on their police department.

LINCOLN POLICE DEPARTMENT

CHIEF KEN GREENSLATE



DEPUTY CHIEF PAUL ADAMS

Memorandum

TO: City Administrator Clay Johnson

FROM: Chief of Police Paul Adams

MEETING DATE: October 9, 2015

RE: Sergeant Promotion

Due to the retirement of Chief Ken Greenslate and the appointments within the department, there is a sergeant's slot to be filled in the patrol division.

The Police and Fire commission conducted a written examination along with oral interviews of four corporals that were eligible for the testing due the last Sergeant's list being exhausted. The Police and Fire commission has established a new Sergeant list which will be effective from 10/12/15 through 10/12/18.

Recommendation: Authorize the promotion from the Police and Fire Commission Sergeant's list.

Commissioners

Joe Haning

Marilyn Montgomery

Christopher Herzog

**FIRE AND POLICE COMMISSION
700 BROADWAY STREET
LINCOLN, ILLINOIS 62656**

**Martha Neitzel
Mayor**

**Paul Adams
Police Chief**

**Mark Miller
Fire Chief**

**LINCOLN POLICE DEPARTMENT
SERGEANT PROMOTIONAL LIST**

This list will remain in effect from October 12, 2015 through October 12, 2018 or until all candidates have been promoted or removed from the list.

- 1. Miles Craig**
- 2. Paul Cooper**
- 3. Maurice Johnson**
- 4. Brian Clements**

By the Order of the Lincoln Police & Fire Commission
Posted 10/12/2015

Joe Haning, Chairman

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Clay T. Johnson, City Administrator



MEETING

DATE: October 13, 2015

RE: 5th Street Road Project – Contract Supplement #3 – Hanson Professional Services

The staff and Hanson continue to work on advancing the 5th Street Road project. We have gotten the design to over 80% completion, designated parcels and areas for right-of-way acquisition, and met with IDOT officials to receive comments on the plans. A result of one of the meetings with IDOT was concerned with the utility conflicts caused by the project. Some of the surveys showed utility poles that teetered presumably onto our right-of-way. This led to a discussion with Ameren. Because of our franchise agreement with the utility and some private easements in the area, the cost of relocating those utility poles would be ours to bear as part of the project. As you can see from the enclosed email, the cost of relocating the poles would come to almost \$800,000.

This is a gigantic expense for very minimal gain. The high price results from the number and type of line being moved. In my view, from the Ameren conversation, there are also additional costs that may be incurred if certain situations arise. In my view this relocation is a problem that can be avoided. If we try to realign the roadway slightly to the north, there will be adequate space for the construction of the road, temporary construction easements, and allow for the utility poles to stay. This is a concept that was discussed with Hanson.

Realigning the road is not a one-for-one trade. We will not immediately save \$800,000 for the project as some poles will likely still need relocation, additional right-of-way will need to be purchased, and the cost of new engineering will need to be considered. Even if those costs amount to \$300,000, the project is still almost half a million dollars cheaper. Assuming that the cost of construction of the roadway is approximately \$6.8 million and the savings of \$0.5M, the cost of the project drops to \$6.5M. This means that the gap of funding needed for the project moves closer to \$1M.

In order for Hanson to begin the realignment work, they have prepared a contract supplement to the original agreement. To perform this work the cost they have quoted is \$79,112.20. This contract is not work that we anticipated for in the preparation of this year's budget, but I believe it is something that we can still accomplish. Further, the cost is reimbursable through the High Priority Project (HPP) or Emergency Repair Program (ERP) funds held by IDOT.

COW Recommendation: Place the agreement with Hanson Professional Services on the council's October 19th agenda.

Council Recommendation: Authorize the Mayor to execute Contract Supplement Number 3 with Hanson Professional Services in an amount not to exceed \$79,112.20.



City Administrator <lincolnilinoisca@gmail.com>

Fifth Street estimate for Pole relocation

1 message

Browning, Melody S <MBrowning@ameren.com>

Thu, Sep 24, 2015 at 10:14 AM

To: "Julie Shipp (JShipp@hanson-inc.com)" <JShipp@hanson-inc.com>, "cjohnson@lincolnil.gov" <cjohnson@lincolnil.gov>

Cc: "Becker, Cale W" <CBecker2@ameren.com>, "Eskra, Eric T" <EEskra@ameren.com>, "Gay, Sherrie D" <SGary@ameren.com>, "Stoll, Tracy L" <TStoll@ameren.com>, "Halpin, Terry A" <THalpin@ameren.com>

Good morning!

I have an estimate for relocating the power poles on 5th Street from Lincoln Parkway going west to the east side of the I-55 overpass.

It is important to note that this estimate is only for moving the poles exactly as they are now (east/west locations & attached facilities) south several feet to gain additional clearance for the proposed bike path. The estimate assumes that no NESC violations will occur with moving this line. Should changes be made to the path , such as crossing the road or relocating risers, additional charges would be incurred.

When complete, Ameren would want to maintain private easement rights to operate and maintain this section of line. Costs associated with obtaining real estate may also be passed thru if they become necessary.

All that being said - The estimate is \$799,217.38.

It is our hope that this estimate, even in it's very generic form, will be helpful to the City in determining how to move forward with the project. Please call me with any questions you may have.

MELODY BROWNING : : Sr Distribution Design Specialist : : T 217.735.6917 : : C 217.871.1305

Ameren Illinois : : 400 N Limit St : : Lincoln, IL 62656

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Engineering | Architecture | Planning | Allied Services

RECEIVED

AUG 24 2015

CITY CLERK
LINCOLN, ILLINOIS

Hanson Professional Services Inc.
1525 S. Sixth Street
Springfield, IL 62703
(217) 788-2450
Fax: (217) 788-2503
www.hanson-inc.com

August 20, 2015

City of Lincoln
Attn: Clay Johnson, City Administrator
700 Broadway Street
Lincoln, IL 62656

RE: Fifth Street Roadway Improvements
Section # 98-00081-00-PV
Project # HPP-1391 (001)
Job # P-96-211-06
Hanson # 05S2092

Dear Mr. Johnson,

Included are two originals of a supplement to our agreement for engineering services for the Fifth Street roadway project. The supplement includes additions to Hanson's scope as well as additional services by our sub-consultant Prairie Engineers of Illinois, P.C. The additional scope and services are required to provide the design changes necessary to avoid utility relocation of the overhead Ameren lines located on the south side of Fifth Street. Other items included in this supplement are required to update project coordination with the State, Union Pacific Railroad, property owners, and other local agencies.


Please review the attached supplement and required costs that will increase the upper limit of our contract. Please sign both originals and return one to us for our records.

Sincerely,

Hanson Professional Services Inc.

Julie Shipp, P.E.
Civil Engineer

Enclosures

Local Agency City of Lincoln	L O C A L A G E N C Y	 Illinois Department of Transportation	C O N S U L T A N T	Consultant Hanson Professional Services Inc.
County Logan				Address 1525 South Sixth Street
Section 98-00081-00-PV				City Springfield
Project No. HPP-1391 (001)				State Illinois
Job No. P-96-211-06				Zip Code 62703
Contact Name/Phone/E-mail Address Clay Johnson 217-732-2122 cjohnson@lincoln.il.gov				Contact Name/Phone/E-mail Address Julie Shipp 217-747-9275 jshipp@hanson-inc.com

THIS AGREEMENT is made and entered into this _____ day _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Fifth Street Roadway Improvements Route FAS569 /FAU7708 Length 8400 ft Structure No. N/A

Termini Lincoln Parkway (FAP 5) to Interstate 55 (FAI 55)

Description: Hanson Professional Services Inc. (Hanson) has been requested to complete additional work for the PE I, PE II and right-of-way documents as the result of several changes that have been made. The additional tasks to be completed are detailed below. Additional compensation has been added to accommodate the work being completed by the subcontractor and consultant. This agreement amends the original agreement between the LA and ENGINEER dated May 15, 2006 and approved by the DEPARTMENT on July 28, 2006.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within _____ calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Addendum to Project Development Report (PDR) – Condensed for the current project and to include:
 - Sections from original report and Addendum One (no updates to these sections are assumed):

<ul style="list-style-type: none"> ▪ Introduction ▪ Location ▪ Description of Existing Facility ▪ Traffic Data ▪ Structures ▪ Purpose and Need ▪ Design Guidelines ▪ Variances ▪ Accident Analysis – Counter Measures ▪ Displacements 	<ul style="list-style-type: none"> ▪ Prime Farmland ▪ Floodplain Encroachment ▪ NPDES Stormwater Permit ▪ Section 404 Permit ▪ Special Waste ▪ Section 4(f) Lands ▪ Air Quality ▪ Noise ▪ Maintenance of Traffic ▪ Coordination
---	---
 - Sections to be updated
 - Railroads –manager of industry and public projects, crossing protection, and crossing surface
 - Contiguous Sections
 - Description of Proposed Improvements – Detention Pond
 - Items Affecting Improvements – Overhead Electric Lines
 - Pedestrian Accommodations – Low Volumes and 8' path width
 - Accident Analysis – Updated crash data and analysis
 - Proposed Right-of-Way – New widths due to relocation of bike path
 - Environmental Survey Updates
 - Biological and wetland clearance documentation
 - Cultural resources clearance documentation
 - PESA findings
 - Add "Work Zone and Transportation Management Plans" Section
 - Add "Complete Streets" Section
 - Public Involvement – Update with new letters and correspondence
 - This scope assumes no more than two rounds of IDOT/FHWA comments and revisions to the PDR Addendum
 - Environmental Updates
 - Review Environmental Survey Request (ESR) Addendum Results (biological and wetland resources, cultural resources, and PESA results)
 - Submittal of one ESR Addendum to update proposed right-of-way limits for bike path realignment
 - Complete Preliminary Environmental Site Assessment (PESA) for city right-of-way portion of the project
 - Preparation of one coordination letter to the Illinois Department of Agriculture for farmland impact changes, if required
 - Public Coordination – letters informing the public about the project will be sent to adjacent property owners, police department, fire department, emergency response agencies, County Highway Department, local townships, school districts, and any other organizations which could be impacted by construction or traffic control
 - Contract Document Updates – The contract documents will be revised to avoid utility relocation of the overhead Ameren Electric lines on the south side of Fifth Street. In order to avoid this conflict the bike path will be realigned further south. Doing so will

require updates to right-of-way limits, bike path locations, drainage structure locations, barrier schedules, earthwork schedules, and cross sections.

- Railroad Coordination – Submittals, Coordination, and attendance to one ICC Hearing.
- Prairie Engineering – Subconsultant for plat, right-of-way, and title commitments
 - Amendment to subcontract agreement for costs not included in previous contract due to a math error
 - Revise Plats (assume 5) for changes to proposed right-of-way
 - Order updated title commitments to support land acquisition efforts
- This scope does **not** include:
 - Preparation of additional environmental NEPA documents (environmental assessment, environmental impact statement, etc.)
 - A traffic noise analysis, air quality analyses, Section 4(f) evaluation, biological and wetland surveys, archaeological survey, special waste investigations beyond a PESA (i.e., Preliminary Site Investigation (PSI)), environmental permitting, or mitigation planning or design

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate (Pay per element)

Lump Sum _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.
3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.

9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) 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.
 - b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
 - c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
 - e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
 - f. 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.
 - g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.
11. All other provisions as stated in the original AGREEMENT and supplemental agreements remain in place.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Hanson Professional Services Inc. – Original Agreement	37-0844717	\$344,999.61
Hanson Professional Services Inc. – Supplement 1	37-0844717	\$76,528.71
Hanson Professional Services Inc. – Supplement 2	37-0844717	\$0.00
Hanson Professional Services Inc. – Supplement 3	37-0644717	\$79,112.20
Sub-Consultants:	TIN Number	Agreement Amount
Prairie Engineers – Original Agreement		\$0.00
Prairie Engineers – Supplement 1		\$0.00
Prairie Engineers – Supplement 2		\$36,935
Prairie Engineers – Supplement 3		\$11,955
Sub-Consultant Total:		\$48,890
Prime Consultant Total:		\$500,640.52
Total for all Work:		\$549,530.52

Executed by the LA:

(Municipality/Township/County)

ATTEST:

By: _____

Clerk

By: _____
Title: _____

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: *Jan Mull*
Title: J.P.

By: *[Signature]*
Title: EXECUTIVE VICE PRESIDENT

General Conditions

Hanson Agreement: C05S2092

Agreement Date: 8/19/2015

Project Name: Fifth Street Roadway Improvements

1. Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of the Project. ~~CLIENT shall compensate HANSON for any sales or value added taxes which apply to the services rendered under this agreement or any addendum thereto. CLIENT shall reimburse HANSON for the amount of such taxes in addition to the compensation due for services.~~ Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by HANSON. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 1/2 percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to HANSON per HANSON's current fee schedules.

2. Termination: This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, HANSON will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

3. Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by HANSON pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project, or on any other project. Any reuse without specific written verification or adaptation by HANSON will be at CLIENT's sole risk, and without liability to HANSON, and CLIENT shall indemnify and hold harmless HANSON from all claims, damages, losses

and expenses including ~~court costs and attorney's fees arising out of or resulting there from.~~ Any such verification or adaptation will entitle HANSON to further compensation at rates to be agreed upon by CLIENT and HANSON.

4. Standard of Care: Services performed by HANSON under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party. Hanson is not acting as a municipal advisor to CLIENT as defined by the Securities and Exchange Commission.

5. General Liability Insurance and Limitation: HANSON is covered by general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with limits which HANSON considers reasonable. Certificates of Insurance shall be provided to CLIENT upon request in writing. HANSON shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. HANSON shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which HANSON has no supervision or control.

6. Suspension of Services: If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, HANSON may suspend performance of services upon five (5) calendar days' notice to CLIENT. HANSON shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension.

7. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor HANSON, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and HANSON shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

8. Contingency Fund: The Client and Hanson acknowledge that changes may be required during construction because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The Client agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The Client further agrees to make no claim by way of direct or third-party action against Hanson or sub-contractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

9. Additional Limitation: In recognition of the relative risks and benefits of the Project to both the CLIENT and HANSON, the risks have been allocated such that the CLIENT agrees that for the compensation herein provided HANSON cannot expose itself to damages disproportionate to the nature and scope of HANSON's services or the compensation payable to it hereunder. Therefore, the CLIENT agrees to limit its remedies against HANSON arising from HANSON's professional acts, errors or omissions, in any action based on strict liability, breach of contract, negligence or any other cause of action, such that the total aggregate amount of the CLIENT's damages shall not exceed \$50,000 or HANSON's total net fee for services

rendered on the Project, whichever is greater. This limitation pertains to HANSON and to its subcontractors and subconsultants, and applies as a single aggregate amount to all work performed under the Agreement, including all work performed under an amendment or modification. If CLIENT desires a limit greater than that provided above, CLIENT and HANSON shall include in this Agreement the amount of such limit and the additional compensation to be paid to HANSON for assumption of such additional risk. CLIENT must notify HANSON in writing, before HANSON commences any services, of CLIENT's intention to negotiate a greater limitation of remedies against Hanson and its associated impact on services, schedules, and compensation. Absent CLIENT's written notification to the contrary, HANSON will proceed on the basis that the total remedies against HANSON is limited as set forth above.

~~**10. Personal Liability:** It is intended by the parties to this Agreement that HANSON's services in connection with the Project shall not subject HANSON's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against HANSON, a Delaware corporation, and not against any of HANSON's individual employees, officers or directors.~~

11. Assignment. Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by HANSON as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

~~**12. Statutes of Repose and Limitation:** All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completions. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date HANSON's services are completed or terminated.~~

~~**13. Dispute Resolution:** In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and HANSON agree that all disputes between them arising out of or relating to this Agreement or this Project shall be submitted to nonbinding mediation.~~

14. Authority and Responsibility: HANSON shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, and shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.

15. Right of Entry: CLIENT shall provide for HANSON's right to enter property owned by CLIENT and/or others in order for HANSON to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not the responsibility of HANSON.

~~**16. Utilities:** CLIENT shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. CLIENT agrees to waive any claim against HANSON, and to defend, indemnify and hold harmless from any claim or liability for injury or loss arising from HANSON or other persons encountering utilities or other man-made objects that were not called to HANSON's attention or which were not properly located on plans furnished to HANSON. CLIENT further agrees to compensate HANSON for any time or expenses incurred by HANSON in defense of any such claim, in accordance with HANSON's prevailing fee schedule and expense reimbursement policy.~~

17. Job Site: Services performed by HANSON during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Contractor's performance. HANSON will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. HANSON will not be responsible for the Contractor's obligation to carry out the work in

accordance with the Contract Documents. HANSON will not be considered an agent of the owner and will not have authority to direct the Contractor's work or to stop work.

18. Opinions of Cost: Since HANSON has no control over the cost of labor, materials or equipment or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable Project cost or construction cost for this Project will be based solely upon its own experience with construction, but HANSON cannot and does not guarantee that proposals, bids or the construction cost will not vary from its opinions of probable costs. If the CLIENT wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

19. Shop Drawing Review: CLIENT agrees that HANSON's review of shop drawings, when such review is included in the scope of services, shall be solely for their conformance with HANSON's design intent and conformance with information given in the construction documents. HANSON shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility. The Contractor will be responsible for lengths, dimensions, elevations, quantities and coordination of the work with other trades. CLIENT warrants that the Contractor shall be made aware of his responsibilities to review shop drawings and approve them in these respects before submitting them to HANSON.

20. Record Drawings: CLIENT agrees that HANSON's preparation of record drawings, when such preparation is included in the scope of services and such preparation is based on information furnished by the Contractor and/or other third parties, will be made under the assumption that all furnished information is reliable and that HANSON cannot and does not warrant the accuracy of the furnished information. In the event that the scope of services additionally provides for HANSON to conduct surveys, investigations, and field measurements to collect or verify the information needed for the record drawings, HANSON will conduct such services with the standard of care as set forth in these General Conditions

21. Confidentiality: Each party shall retain as confidential, all information and data furnished to it

by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not disclose such information to any third party.

22. Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or HANSON. HANSON's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against HANSON because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and HANSON agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

23. 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.

24. 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.

25. Entire Agreement: This Agreement is the entire Agreement between the CLIENT and HANSON. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and HANSON.

26. Modification to the Agreement: CLIENT or HANSON may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of HANSON's compensation, to which CLIENT and

HANSON mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

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

ES&E IT A
 141 South Philadelphia Parkway, Inc.
 Fifth Street Road - Lumberton, NJ 08036

2010 \$ 69.63 \$ 38.84 \$ 31.24 \$ 22.97 \$ 29.75 \$ 27.14
 2014 89.9 \$42.89 \$44.45 \$32.66 \$22.97 \$27.40 \$28.34
 2015 79 \$42.69 \$45.61 \$33.65 \$29.11 \$33.29 \$23.64
 Difference \$0.80 \$2.92 \$1.10 \$1.00 \$6.14 \$4.98 \$0.30

	Direct Labor	Service by Others	In House Direct Costs	Total	Mileage	ADD/Compute	Title Comm.	Other Survey	Ave Hourly Rate	Total Hours	Proj. Mgr.	Proj. Eng.	Engineer	Technician	Instr. Man.	Other
Totals	25,841.85	11,955.00	99.00	37,895.85	\$ 99	\$ -	\$ -	\$ -	\$ 62.79	602	36	333	234	-	-	13

Task #	Task Description	Direct Labor	Service by Others	In House Direct Costs	Total	Mileage	ADD/Compute	Title Comm.	Other Survey	Ave Hourly Rate	Total Hours	Proj. Mgr.	Proj. Eng.	Engineer	Technician	Instr. Man.	Other
SUPPLEMENT #																	
1	UPDATE PROSPECT DEVELOPMENT REPORT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2	Write Report into new EDCI format for Project Leads	1,235	-	-	1,235	-	-	-	-	\$ 47.49	26	2	-	34	-	-	-
3	Draw Updated Report and Charts	1,055	-	-	1,055	-	-	-	-	\$ 45.61	24	-	-	24	-	-	-
4	Include Updated Questionnaire	365	-	-	365	-	-	-	-	\$ 45.01	8	-	-	8	-	-	-
5	Perform Visual Comparison Check	135	-	-	135	-	-	-	-	\$ 33.85	4	-	-	4	-	-	-
6	Include Comments Survey Updates	547	-	-	547	-	-	-	-	\$ 45.01	12	-	-	12	-	-	-
7	Update Right of Way	250	-	-	250	-	-	-	-	\$ 41.82	5	-	-	4	2	-	-
8	Review with City	368	-	33	401	33	-	-	-	\$ 44.27	9	2	-	4	-	-	3
9	Propagate to case (Worksheet) into Report (Worksheet) Records of Commission	505	-	-	505	-	-	-	-	\$ 50.48	10	2	-	8	-	-	-
10	Submit to EDCI (Worksheet) 2 Subtotals	742	-	-	742	-	-	-	-	\$ 46.38	16	3	-	10	-	-	3
11	SUBTOTAL	5,271.28	-	33	6,304	-	-	-	-	\$ 68.12	115	-	-	115	-	-	-
ENVIRONMENTAL UPDATES																	
12	Range Environmental Survey Request Addressed Results	455	-	-	455	-	-	-	-	\$ 46.61	10	-	-	10	-	-	-
13	Complete Preliminary Environmental Site Assessment (Attitude re PEI results)	1,332	-	-	1,332	-	-	-	-	\$ 36.01	37	-	-	8	28	-	1
14	Coordinate with City and EDCI for PEI Address	659	-	3	662	33	-	-	-	\$ 38.79	17	-	-	8	8	-	1
15	Assess Addressed ESI Addressed for Update to proposed right-of-way	312	-	-	312	-	-	-	-	\$ 38.91	22	-	-	8	16	-	-
16	Submit Environmental Survey Report to EDCI for approval, as needed	345	-	-	345	-	-	-	-	\$ 43.06	8	-	-	7	-	-	1
17	SUBTOTAL	3,803	-	33	3,836	-	-	-	-	\$ 38.84	84	-	-	33	51	-	-
PUBLIC COMMENTATION AND DOCUMENTATION																	
18	Prepare and send out letters to property owners	3	-	-	3	-	-	-	-	\$ 40.20	17	-	-	10	6	-	1
19	Respond to comments / telephone inquiries (minutes 20)	689	-	-	689	-	-	-	-	\$ 44.45	20	2	-	12	6	-	-
20	Prepare and send out letters to local agencies and regional organizations	821	-	-	821	-	-	-	-	\$ 58	2	2	-	10	-	-	1
21	SUBTOTAL	2,194	-	-	2,194	-	-	-	-	\$ 58.58	37	-	-	32	6	-	-
CONTRACT DOCUMENT UPDATES																	
22	Update Right of Way Leads	252	-	-	252	-	-	-	-	\$ 50.49	5	-	-	1	-	-	-
23	Update title Path Location	1,398	-	-	1,398	-	-	-	-	\$ 42.00	33	1	-	20	12	-	-
24	Update Drainage Plans and Close Issues	1,403	-	-	1,403	-	-	-	-	\$ 38.97	36	-	-	16	20	-	-
25	Update Drainage Submittals	476	-	-	476	-	-	-	-	\$ 39.63	12	-	-	8	8	-	-
26	Review Survey Submittals	226	-	-	226	-	-	-	-	\$ 37.64	6	-	-	2	4	-	-
27	Review Survey Submittals	1,355	-	-	1,355	-	-	-	-	\$ 37.64	36	-	-	12	24	-	-
28	Review Plans and Layout	317	-	-	317	-	-	-	-	\$ 36.83	8	-	-	4	4	-	-
29	Plan & Write	3,096	-	-	3,096	-	-	-	-	\$ 40.80	76	4	-	32	40	-	-
30	Draw Wetland	2,311	-	-	2,311	-	-	-	-	\$ 39.86	58	2	-	24	32	-	-
31	Erosion Control	476	-	33	509	33	-	-	-	\$ 39.63	12	-	-	8	6	-	-
32	Quantity Calculations	1,269	-	-	1,269	-	-	-	-	\$ 36.63	32	-	-	16	16	-	-
33	Submittals and Special Permits	348	-	-	348	-	-	-	-	\$ 49.68	7	2	-	4	-	-	1
34	Review with property owner and City	488	-	33	521	33	-	-	-	\$ 54.20	9	4	-	4	-	-	1
35	SUBTOTAL	13,381	-	33	13,414	-	-	-	-	\$ 49.68	339	-	-	115	224	-	-
GENERAL OVERHEADS																	
36	Submittal and Coordination	730	-	-	730	-	-	-	-	\$ 38.58	14	4	-	10	-	-	-
37	ECI Meeting	645	-	-	645	-	-	-	-	\$ 53.74	12	4	-	8	-	-	-
38	SUBTOTAL	1,375	-	-	1,375	-	-	-	-	\$ 68.11	26	-	-	18	-	-	-
PROSPECT DEVELOPMENT SUPPLEMENT																	
39	Review plans with updated agreement	3,750	\$ -	-	3,750	-	-	-	\$ 3,750	-	-	-	-	-	-	-	-
40	Draw updated site commitments	5,000	\$ -	-	5,000	-	-	\$ 5,000	-	-	-	-	-	-	-	-	-
41	Support to Divert Submittal	3,200	\$ -	-	3,200	-	-	\$ 3,200	-	-	-	-	-	-	-	-	-
42	SUBTOTAL	11,950	\$ -	-	11,950	-	-	\$ 11,950	-	-	-	-	-	-	-	-	-
Total	25,842	11,956	99	37,896	99	-	-	-	\$ 62.79	602	36	333	234	-	-	13	

Com (P) by F. Acly (R)
 Overhead Factor (OH)
 CPW/CPY 2011

1.8999	OH	By Others	OH/DC	Total
\$ 10,018.58	\$ 25,841.88	\$ 43,182.87	\$ 11,955.00	\$ 98.00
				\$ 91,067.28
				\$ 91,067

Julie Shipp

From: Forgy, Darren <dforgy@prairieengineers.com>
Sent: Monday, August 10, 2015 2:59 PM
To: Julie Shipp
Cc: Kramer, Lisa
Subject: RE: Fifth Street Road Right-of-Way Plats

Julie --

Please consider this e-mail our proposal for updates to the Fifth Street Road project as requested. We propose to perform the following scope of services for an amount not-to-exceed \$8,750. In addition, as noted below, we have previously requested a contract modification in the amount of \$3,205 to cover the cost of Title Commitments ordered to support plat creation. The total amount of our request is \$11,955. Please let me know if you have any questions or need any additional clarification.

Scope of Services

- Prairie Engineers will update five right-of-way plats (parcels 15, 20, 21, 41, and 43) to reflect relocated proposed right-of-way lines (\$3,750)
- Prairie Engineers will obtain updated title commitments for 40 parcels (as previously completed by Logan County Title) to support land acquisition efforts (\$5,000)

Thanks again for the opportunity to be of service.

Darren Forgy, PE, PLS


**Prairie
Engineers**
OF ILLINOIS, P.C.
Prairie Engineers of Illinois, P.C.
628 Broadway Street
Lincoln, IL 62656
217-605-0403 (o)
217-605-0405 (d)
217-553-0495 (m)
dforgy@prairieengineers.com
LinkedIn 

M E M O R A N D U M

TO: Mayor and Aldermen of the City of Lincoln

FROM: Clay T. Johnson, City Administrator

MEETING

DATE: October 13, 2015

RE: Jefferson Street Bridge Improvement – Preliminary Engineering

This year's budget included capital dollars to begin the improvement of local bridges which are in urgent need of repair. Both the State Street and Jefferson Street Bridges have had weight restrictions placed upon them and have structural issues that need to be addressed. Of the two bridges the Jefferson Street Bridge should be addressed first.

I previously asked Farnsworth to put together a design estimate cost for the project. They have submitted the proposal included with your materials. The scope of services is outlined in an IDOT document, however as the budget is structured at this time Motor Fuel Tax funds are not intended to be used for the design or construction of the project. These dollars were accounted for in the City's capital projects program.

The scope of work includes all survey work, permitting (including Army Corps of Engineers and Department of Natural Resources), design and drafts necessary to complete the project. The total cost of the design work is not to exceed \$58,000. Once this design work is completed, we will be able to establish a cost estimate to budget the bridge improvement.

COW Recommendation: Place the agreement with Farnsworth for the design work associated with the Jefferson Street Bridge improvement on the council's October 19th agenda.

Council Recommendation: Authorize the Mayor to execute the agreement with Farnsworth for the Jefferson Street Bridge improvement design in an amount not to exceed \$58,000.

File: bridges



7707 N. Knoxville Avenue, Suite 100
Peoria, Illinois 61614
p 309.689.9888 f 309.689.9820

www.f-w.com | www.greennavigation.com

July 27, 2015

City of Lincoln
Mr. Clay Johnson
P.O. Box 509
Lincoln, IL 62556

RE: Jefferson Street and State Street Bridge Repair/Replacement

Dear Clay:

Farnsworth Group, Inc. is pleased for the opportunity to be of service to the City of Lincoln and to submit the accompanying proposals for your consideration. Included with this letter are two (2) proposals as follows:

- 1) Proposal for the design of the replacement of the Jefferson Street bridge
- 2) Proposal for the design of the replacement of the State Street bridge

The proposals are based on the assumption that the new structures are three (3) span, slab bridges. However, the final selection of structure type will be determined following the hydraulic analysis. This could result in the decision that the replacement structure might be a double box culvert, similar in size to the existing structures on Grand and Union. Should this be the result, the proposals would not need to be modified.

These proposals do not include soil borings or geotechnical analysis. Farnsworth Group does not perform these services and would require the services of a sub consultant. It is recommended the City contract for this work directly. We are available to assist with the selection of a geotechnical consultant if you so desire.

Should there be fees associated with permits or other requirements, we request the City provide the checks for those fees directly.

We would be pleased to meet with you to discuss these and to answer any questions you might have. Feel free to contact either myself or Mike Bryant at 309-689-9888.

Sincerely,

FARNSWORTH GROUP, INC.

A handwritten signature in black ink, appearing to read "Gary Davis", written over the printed name.

Gary Davis
Principal

2015-07-27 Proposal Letter

Municipality City of Lincoln	LOCAL AGENCY  Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	CONSULTANT	Name Farnsworth Group Inc
Township			Address 7707 N Knoxville Ave. Suite 100
County Logan			City Peoria
Section			State IL. 61615

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name State Street Bridge Replacement

Route State St Length 0.024 Mi. 125 FT (Structure No. 054-6010)

Termini 30 feet north to 30 feet south of the existing bridge

Description:
Bridge replacement including minor approach roadway improvements.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
- j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
- k. Prepare the Project Development Report when required by the DEPARTMENT.

- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees, Refer to the Attached Addendum

- 1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 8 in accordance with one of the following methods indicated by a check mark:
 - a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Awarded Cost		Percentage Fees	
Under	\$50,000	_____	(see note)
		_____	%
		_____	%
		_____	%
		_____	%
		_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

- 2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.
- "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
- Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus _____ percent incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus _____ percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

- That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
- That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
- That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

_____ of the
(Municipality/Township/County)
ATTEST: State of Illinois, acting by and through its
By _____

Clerk By _____
(Seal) Title _____

Executed by the ENGINEER:

Farnsworth Group, Inc.

7707 N. Knoxville Avenue, Suite 100

Peoria, IL 61614
ATTEST: _____
By _____ By _____
Title _____ Title _____

Approved

Date
Department of Transportation

Regional Engineer

**ADDENDUM to
Preliminary Engineering Service Agreement for Motor Fuel Tax Funds
For
State Street Bridge Replacement**

In The LA Agrees,

Replace Paragraphs 1 and 2 with:

To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1e, 1f, 1g, 1j, 2, 3, 5, and 6 a sum of money equal to the extension of actual hours and chargeable rates, but not to exceed \$ 58,000.00 in accordance with the attached schedule of chargeable rates.

In addition, to pay the ENGINEER a sum of money equal to the extension of actual hours and chargeable rates for services stipulated in paragraph 1h in accordance with the attached schedule of chargeable rates.

Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work.

Replace Paragraph 3 with:

That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after services have been performed to the satisfaction of the LA and their approval by the DEPARTMENT, 100 percent of the total fee due under this AGREEMENT.

Replace Paragraph 4 with:

That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services and prior to the completion of such services, the LA shall pay the ENGINEER a sum of money equal to the extension of actual hours and chargeable rates for services performed up to the time he is notified in writing of such abandonment in accordance with the attached schedule of chargeable rates.

Replace Paragraph 5 with:

That, should the LA require changes in any of the detailed plans, specifications or estimate except those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes a sum of money equal to the extension of actual hours and chargeable rates for such changes in accordance with the attached schedule of chargeable rates.



Schedule of Charges - January 1, 2015

Engineering/Surveying Professional Staff	Per Hour
Administrative Support.....	\$ 67.00
Engineering Intern I	\$ 102.00
Engineering Intern II	\$ 112.00
Engineer/Land Surveyor	\$ 122.00
Senior Engineer/Senior Land Surveyor	\$ 128.00
Project Engineer/Project Land Surveyor	\$ 141.00
Senior Project Engineer/Senior Project Land Surveyor	\$ 158.00
Engineering Manager/Land Surveying Manager	\$ 176.00
Senior Engineering Manager/Senior Land Surveying Manager	\$ 186.00
Principal/Vice President.....	\$ 199.00
 Technical Staff	
Technician I	\$ 67.00
Technician II	\$ 89.00
Senior Technician	\$ 99.00
Chief Technician	\$ 114.00
Designer/Computer Specialist/Lead Technician	\$ 123.00
Senior Designer	\$ 128.00
Project Designer/Project Technician	\$ 136.00
Senior Project Designer/Systems Integration Manager	\$ 153.00
Design Manager/Government Affairs Manager	\$ 165.00
Technical Manager	\$ 174.00
Senior Technical Manager.....	\$ 186.00
 Architecture/Landscape Architecture/Interior Design Professional Staff	
Designer I	\$ 92.00
Interior Designer	\$ 96.00
Senior Interior Designer/Designer II	\$ 102.00
Architect/Designer III/Project Coordinator	\$ 116.00
Senior Architect/Senior Project Coordinator	\$ 123.00
Project Architect/Project Manager	\$ 134.00
Senior Project Architect/Senior Project Manager	\$ 148.00
Architectural Manager.....	\$ 157.00
Senior Architectural Manager	\$ 165.00
Principal – Architecture.....	\$ 187.00
 Units	
Overtime, If Required by Client – Non-Exempt Employees Only	1.25x billing rate
Per diem	\$46.00/day
ATV & Trailer	\$11.00/hr
Field Vehicle	\$13.00/hr
Automobile mileage	\$0.60/mile
Software/CAD/Revit Station	\$15.00/hr
Hand Held GPS	\$11.00/hr
GPS Unit (each).....	\$22.00/hr
Utility Locator/Robotic Total Station	\$22.00/hr
Subconsultants & Other Reimbursable Expenses Related to Project*	Cost+ 10%

*Includes the actual cost of prints/copies, supplies, travel charges, testing services, conferencing services, and other costs directly incidental to the performance of the above services.

CHARGES EFFECTIVE UNTIL JANUARY 1, 2016 UNLESS NOTIFIED

SCOPE OF SERVICES
City of Lincoln
State Street Bridge Replacement

Scope of Services

4. Surveys
 - a. Roadway Topographic Survey (1000 ft, centered on bridge)
 - b. Hydraulic Survey (1000 ft, centered on bridge)
 - c. Total Station/Data collector
 - d. Create Topographic and Contours Models

5. Hydraulic Report
 - a. Prepare IDOT form Preliminary Bridge Design and Hydraulic Report, including appropriate attachments
 - b. Prepare Joint Permit form for submittal to IDOT, Corps of Engineers and IEPA (Permit fee is not included.)
 - c. Submit Environmental Survey Request including special Waste Screening

6. Plans, Specifications and Estimates
 - a. County Bridge, MFT and/or General Funds
 - b. Prepare plans for bridge replacement and approach roadway improvements in accordance with IDOT-BLR Manual and policies
 - c. 3R Design Criteria for Roadway
 - d. Assume 3 span slab bridge w/ Type SM bridge rail
 - e. Project Length \approx 125 ft
 - f. Functional Class: Urban/Major Collector
 - g. Current ADT: 600 (2011)
 - h. Termini approximately match the existing HMA surface.
 - i. Northern Terminus is approximately 30 ft north of the current north abutment
 - ii. Southern Terminus is approximately 30 feet south of the current south abutment
 - i. No entrances, intersections or sideroads are included
 - j. Maintain existing horizontal and vertical alignments
 - k. Curb and gutter in the northeast quadrant will be replaced.
 - l. Maintain 2 lane configuration for Roadway, 22 ft edge to edge + 4 ft turf shoulders (Fig 33-3A)
 - m. Road Closure, no Stage Construction
 - n. Soil Borings to be provided by City
 - o. Hydraulic Design Frequency: 20 yr (Fig 36-5A)
 - p. Design Speed: 30 mph (Fig 33-3C)
 - q. Apparent Existing ROW: 50 ft
 - r. Pavement Cross Slope: 2%
 - s. Shoulder Cross Slope: 4% (Fig 33-3A)
 - t. Provide pavement structural design
 - u. Ditch: 1:4 foreslope, 2' bottom, and 1:4 backslope

- v. Guardrail is required
- w. Provide Plans and electronic files in accordance with IDOT policy

Note: Services not included in Scope, but may be provided on Time and Materials Basis

- a. Soil Borings and Geotechnical Analysis
- b. ROW Plats. Legal descriptions, Appraisals, or Acquisition Services
- c. Fees for permits
- d. Purchase of title commitments
- e. Special environmental studies (PESA, PSI, etc.)
- f. IHPA historical/archeological studies
- g. Threatened or endangered species investigations or action plans

Preliminary Index of Sheets

1	Cover Sheet
2	General Notes, Commitments and Miscellaneous Details
3 – 4	Summary of Quantities and Schedules of Quantities
5	Typical Section, Alignment, Survey Ties and Benchmarks
6	Plan and Profile Sheet
7	Erosion Control Plan
8	General Plan and Elevation
9	General Data
10	Top of Slab Elevations
11	Superstructure Deck
12	Bridge Approach Slab Details
13	Railing
14	Abutments
15	Piers
16	Pile Details
17 – 18	Soil Boring Logs
19 – 21	Cross Sections

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Walt Landers, Street Superintendent

MEETING

DATE: October 13, 2015

RE: 2015 – 2016 Snow and Ice Control Plan

I have completed our annual review of the City Snow and Ice control plan. We have made changes in Category 2 response and also added parking bans to certain roadways.

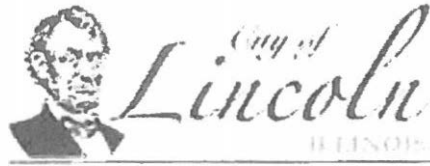
On page 3 of the plan under Category 2, we have included the plowing of alleyways. Alleys will be plowed after the event of a snow of 2 or more inches.

On page 5 under the public assistance piece covering parking we would like to include parking bans on certain streets. Parking bans allow crews to plow in a more efficient manner. Those without off street parking would need other accommodation, such as side streets in the event of a snow. The parking ban would need to be approved by ordinance and enforced by the Police Department. In the event of a Category – 2 or above event with 2 or more inches of snow on street parking would be banned on the following streets.

- Lincoln Ave. from College Ave to N. Union St.
- Park Place from N. Union to N. Elm
- Southgate from N. Kickapoo to Bond St.
- Wyatt Ave. from Railer Way to N. McLean

Parking could resume once accumulating snow has stopped and plows have cleared street curb to curb.

The complete revised plan is included in your materials.



Snow and Ice Control Policy

FINAL DRAFT

Lincoln Street Department has the responsibility of performing snow and ice control operations during the winter season. The department strives to provide the best service possible while maintaining the most efficient operation to provide safe streets.

Street Department staff consist of the Street Superintendent and 7 fulltime employees. The Street Superintendent may also utilize temporary seasonal employees and staff from other city agencies to assist with snow and ice control.

The Street Department is responsible for snow plowing and ice control operations for approximately 310 lane miles of streets and several miles of alleyways:

- 16 – Dead-end streets
- 12 – Cul- de-sacs
- 4 – City parking lots
- 84 – Handicap Ramps
- 1 – Amtrak waiting station
- Downtown sidewalks on an as needed basis

Crews will also be responsible for removing snow from the downtown area after heavier snow events or after an accumulation of smaller events. Snow will be put in storage areas away from the downtown. An outside contractor may be used in this operation.

Equipment used in these operations is as follows:

- 7 - Dump trucks with 11' and 10' plows
- 3 - Dump trucks are equipped with Salt spreaders and two of these are all so equipped with pre-wet systems used to apply calcium chloride to the salt
- 2 – One ton dump trucks with 9' plows
- 2 - Pickups with 8' plows
- 1 - Skid Steer Loader with 72" plow, 68" angle broom and 60" snow blower
- 1 - Road grader
- 1 - Large end loader
- 1 – Backhoe

Operational Response

Operations will begin at the direction of the Street Superintendent who will make the decision based on road conditions and the amount of snow or ice that has fallen. Public Safety and the safety of the Street Department Crews along with efficient operations are always important factors. If poor conditions arise after department hours the police department will notify the Street Superintendent of the situation. 1) Main routes throughout the city will receive attention first along with the hospital, nursing homes and senior housing. Residents with serious medical conditions should contact the Street Department so they are aware and can give these areas attention as soon as possible to ensure emergency vehicles can respond if needed. Also included in the main routes are large employers who have multiple shifts, schools and trouble areas such as hills and curves. 2) After main routes are complete crews will move on to residential areas, subdivisions and city parking lots. 3) Cul-de-sacs, dead end streets and alleyways will be addressed after other residential streets have been cleared 4) Downtown sidewalks will be plowed and cleaned last. If it is necessary to remove snow from the downtown after a heavy snow event it will be completed after all other operations. Crews will do their best to schedule snow removal operations over night or early morning. It is the goal of the Street Department to complete operations within 24 hours after precipitation has stopped.

Main Routes

- Downtown, Keokuk St. South to Wyatt Ave. Sherman St. west to Sangamon St.
- Kickapoo from Keokuk south to Waste Water Plant
- N. Logan St. from Keokuk north to end
- N. Ottawa from Keokuk north to Nicholson to Lincoln Parkway
- Union from 4th St. north to Lincoln Parkway
- College St. from Fourth St. North to 21st St, 21st St. to Lincoln Parkway
- S. Washington St. from 5th St. to Stringer Ave. to Lincoln Parkway
- Broadwell Dr.
- S. Main St. to 7th St. 7th St.
- Wyatt Ave. From Chicago St. City limits.
- Pulaski St. from Sherman St. to Limit St. (Rt. 121)
- Broadway St. from Union St. to Sangamon St. and Sherman St. to Limit St. (Rt. 121)
- Tremont St. From Union St. to Limit St. (Rt.121)
- Stahlhut Dr. into Hospital
- 5th St. Rd. from Lincoln Parkway to Conley Rd.
- Ball Dr.
- Olson Dr.
- Sysco Dr.
- Heitmann Dr.

- Madigan Dr.
- Beverly Dr.
- Stuart Dr.
- Malerich Dr.
- Taylor Ct.

It is important to note that the Illinois Department of Transportation is responsible for approximately 17 miles of Roadways in Lincoln IL.

- Woodlawn Rd.
- Keokuk St.
- Limit St.
- 5th St from Lincoln Parkway to Logan St Logan St. to Keokuk St.
- Feldman Dr.
- Postville Dr.
- Lincoln Parkway.

Winter weather events will be put into categories depending on accumulation amounts and severity. Category 1 being the least sever and category 4 being the most severe. These ratings will dictate the level of operations that will take place for each event.

Category – 1

Light accumulations of ice, sleet, freezing rain or snow up to 2” inches that are causing hazardous driving conditions. Ice control operations will begin as soon as conditions warrant action from the city crews. Only main routes will be treated and no plowing will take place unless absolutely necessary. All handicap ramps and the Amtrak waiting station will be treated as needed.

Category – 2

Accumulations of 2” to 4” of snow or more substantial ice buildup. City crews will plow all main routes first and then subdivisions and residential areas. At least one in and out pass will be done on cul-de-sacks and dead-end streets. Crews will plow curb to curb in other areas. City parking lots should be cleared by 8:30 A.M. during the work week. After plowing is complete crews will return to finish cul-de sacs, dead-end streets and alleys. Salt trucks will be dispatched after plowing operations to treat main routes and marked intersections. Handicap ramps and the Amtrak waiting station will be cleaned and treated as needed. Snow piles that accumulate on intersection corners will be addressed if sight lines are impeded. If weather forecasts are predicting warmer condition that will cause substantial melting the Street Superintendent may choose to limit operations back to Category 1.

Category – 3

Accumulations of 4" to 8". City crews will follow same operations in category 2. In addition to those operations crews may need to return to their routes to clean up intersections of windrows and piled snow from previous plowing. After plowing operations have completed, crews may also assist businesses in clearing downtown sidewalks by removing snow piles causing pedestrian impediments. At this point depending on wind conditions it may be necessary to patrol areas that are prone to drifting to keep roads open. After the previous operations are complete it may be necessary to allow crews to rest before snow removal operations take place in the downtown area.

Category - 4

Accumulations of 8" or more including blizzard conditions. This will be considered an emergency. Operations will include everything in the previous categories. The Street superintendent may choose to call temporary employees to assist with operations and split crews into two shifts if necessary. Depending on the duration of the event areas may need to be plowed multiple times to clear and widen roadways. Once plowing operations are complete crews will remove snow from downtown.

Mailboxes & Private Property Damage

It is not uncommon in snow plowing operations to see damage to mailboxes. City crews will take every precaution to avoid damage to all private property. If damage occurs and the driver is aware of it they are to report it as soon as possible to the Street Superintendent or supervisor on duty. Residents should report any damage that they think might have occurred due to plowing operations by the Street Department. An investigation will take place and the resident will be notified of the result and any actions that will take place by the Street Department.

If a mailbox is damaged by a city vehicle every effort will be made to repair the existing mailbox and post. If replacement is necessary it will be with a standard white or black mailbox and a regular post. The resident has the option to do the replacement themselves and be reimbursed for the cost up to \$45.00 with proof by original receipt.

The City of Lincoln will not replace or reimburse for any mailbox that has a weak or deteriorated post or is improperly located and doesn't meet United States Postal Service guidelines. These guidelines state the front (face) of the mailbox may not extend beyond the back of the curb or overhang the curb or street. A 6" (inch) setback measured from the back of the curb to the front of the mailbox is recommended. However, the front of the mailbox should not be greater than 6" from the back of the curb. Mailbox height should be between 36" to 42" measured from the bottom of the mailbox to the street level.

How the Public Can Assist and Enhance Snow and Ice Control Operations

There are several things residents can do that will assist the Street Department during these winter events that will allow the City to provide quality and timely service.

1. During and immediately following winter events do not travel unless it is absolutely necessary. Trying to travel in hazardous conditions caused by winter storms is not safe and can cause problems for crews trying to clear roadways such as stuck or stranded vehicles blocking streets, slow moving traffic, and accidents.
2. Vehicle parking - Obey all parking regulations including the no parking in the downtown area between the hours of 2:00 AM and 5:00 AM. Any time we have a forecast of 2" or more of snow utilize off street parking. This will allow crews to plow curb to curb and get through the narrower streets and the streets with boulevards. On Street parking will be prohibited during and following a snow event of 2" or more on the following streets.
 - Lincoln Ave. from College Ave. to N. Union St.
 - Park Place from N. Union to N. Elm St.
 - Southgate from N. Kickapoo to Bond St.
 - Wyatt Ave. from Railer Way to S. McLean St

Parking may resume once accumulating snow has stopped and plows have cleared street curb to curb.

3. Clear public sidewalks, if business and home owners have public sidewalks in front or on the sides of their properties the city encourages them to clean these walks so pedestrians such as school children and postal workers have clear walkways. Also remember your neighbors that may need assistance with walks and driveways. The City recommends homeowners to clear driveway entrances that connect to city streets after plows have been through. Even though plow operators do the best they can not to plow in driveways, in most instances, it is unavoidable.
4. Do not deposit, push, or blow snow into or across city roadways, property owners or private contractors removing snow from sidewalks, driveways and parking lots are prohibited by city code from depositing or pushing snow across city roadways and may face a fine.


Education

Each year, prior to the start of each winter season, the City will evaluate its snow and ice control operations. The Street Department will inspect current equipment and repair, replace, or purchase equipment to maintain a high level of snow and ice control. City officials will determine what revisions to our procedures may be necessary to ensure safe travelling for

Lincoln residents and visitors alike. The City will also review accidents from the prior season and may amend procedures to reduce this liability. The Snow and Ice Control Plan will be introduced to the Council, with any necessary changes, annually for their review and approval.

Once the Plan is approved, it will be posted on the City's website and Facebook page. Hard copies of the plan will be available to the public through the City Clerk's Office. A press release reminding residents of what to do in a snow and/or ice event will be crafted and sent to the media. The press release will direct those with questions to the City website and/ or Facebook page.

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln
FROM: Clay T. Johnson, City Administrator 
MEETING
DATE: October 13, 2015
RE: Pekin Street Parking Lot Bid Reject

On September 24th, the City opened its only bid proposal for the Pekin Street Parking Lot work, or as it is sometimes called, the "Library Parking Lot" project. To try to compare costs, the City asked for proposals which would allow the work to be completed this construction season or next construction season. The purpose in bidding it this way, in theory, would allow a contractor to schedule the work more easily, which should result in a savings. However, the one bid received from ICCI greatly exceeded the engineer's estimate of \$372,270 with a price of \$574,160.20. ICCI indicated that their costs would be the same next season as well.

Obviously, receiving a bid this far over the estimate, especially when you only receive one, forces the solicitor to reject the price. But since receiving that cost we have investigated what may have caused the discrepancy. A few factors were involved. 1) Other bidders who held plans and were putting together proposals did not bid. 2) There were fears about the sewer line replacement. 3) The contractor who did bid could not get accurate prices on materials for next year and the only landscaper subcontractor quoted raised their prices by 30%. This forced the general contractor to pad their numbers.

In moving forward toward a rebid, we are going to try some different approaches. One includes advertising the bid for a longer period of time to allow for more contractors to hear of the bid and propose. Another approach will be to solicit more general contractors in the Springfield area to see if we can find more competitive prices from firms located there. Finally, we may look to separate the contract out into multiple prime contracts, allow the city to serve as general contractor and eliminate some of the mark up in cost. Farnsworth is sharpening their pencil to the design and numbers and will look to rebid this November with the intent to begin work early next spring.

COW Recommendation: Place this item on the council's October 29th agenda.

Council Recommendation: Motion to reject the bid from ICCI and direct the staff to move towards a rebid of the project later this year.

BID FORM

LINCOLN, ILLINOIS –LIBRARY PARKING LOT IMPROVEMENTS

ARTICLE 1 – BID RECIPIENT

1.1 This Bid is submitted to:

City of Lincoln, IL
700 Broadway Street
Lincoln, IL 62656

1.2 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.1 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 2.2 Bidder acknowledges that the City may consider incomplete any bid that does not include a bid for both base bids and all alternatives.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.1 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
1029	

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.1 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.1 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**CITY OF LINCOLN, IL
LINCOLN, ILLINOIS – LIBRARY PARKING LOT
IMPROVEMENTS**

*S.F.S.
Approved*

Base Bid #1 - Contractor to be substantially complete by December 31, 2015 including all bid items except final landscaping.

Pay Item	Qty	Unit	Contractor Bid	
			Unit Price	Total
HMA Pavement, Light	1565	SY		
HMA Pavement, Heavy	725	SY		
8" P.C., Heavy	130	SY		
4" PCC Concrete Sidewalk	2850	SF		
4" Stamped and Colored Concrete Sidewalk Special	1535	SF		
Pekin St Pavement Patch	15	SY		
Pekin St CLSM Flowable Fill	105	CY		
Detectable Warning	72	SF		
Curb and Gutter	710	LF		
Kickapoo Street Sidewalk	500	SF		
18" PVC Combined Sewer	224	LF		
5' Manhole	2	EA		
Service Connection	3	EA		

8" RCP Storm Sewer	77	LF		
12" RCP Storm Sewer	440	LF		
TY A Inlet	6	EA		
TY G Inlet	3	EA		
Bollards	2	EA		
Fencing	70	LF		
ADA Railing, Complete	1	EA		
ADA Stoops, Complete	7	EA		
Stripping	1100	LF		
ADA Space Designation, Complete	3	EA		
Traffic Control	1	LS		
Landscaping	1	LS		
Sod	1618	SF		
Site Demo, Complete	1	LS		
Base Bid Total				

Base Bid Unit Price: Sum of _____

BASE BID AMOUNT WRITTEN IN WORDS _____

Base Bid #1 Alternate #1 – Substitute PCC Pavement Heavy and Light for HMA Pavement Heavy and Light

Pay Item	Qty	Unit	Contractor Bid	
			Unit Price	Total
PCC Pavement, Light	1565	SY		
PCC Pavement, Heavy	725	SY		
Alternate #1 Total				

Base Bid #1 Alternate #2 – Complete Electrical Rough-In as Shown on the Electrical Plans

Pay Item	Qty	Unit	Contractor Bid	
			Unit Price	Total
Electrical Rough-In, Complete	1	LS		

Base Bid #1 Alternate #3 – Complete Archways as shown on the plans

Pay Item	Qty	Unit	Contractor Bid	
			Unit Price	Total
Archway, Complete	2	EA		

Base Bid #2 – Contractor to commence construction in 2016 and defines schedule for construction.

Construction Start Date: 3/1/2014

Substantial Completion Date: 9/1/2016

Pay Item	Qty	Unit	Contractor Bid	
			Unit Price	Total
HMA Pavement, Light	1565	SY		
HMA Pavement, Heavy	725	SY		
8" PCC, Heavy	130	SY		
4" PCC Concrete Sidewalk	2850	SF	<i>NO Change</i>	
4" Stamped and Colored Concrete Sidewalk Special	1535	SF		
Pekin St Pavement Patch	15	SY		
Pekin St CLSM Flowable Fill	105	CY		
Detectable Warning	72	SF		
Curb and Gutter	710	LF		
Kickapoo Street Sidewalk	500	SF		
18" PVC Combined Sewer	224	LF		
5' Manhole	2	EA		
Service Connection	3	EA		
8" RCP Storm Sewer	77	LF		
12" RCP Storm Sewer	440	LF		
TY A Inlet	6	EA		
TY G Inlet	3	EA		
Bollards	2	EA		
Fencing	70	LF		
ADA Railing, Complete	1	EA		
ADA Stoops, Complete	7	EA		
Stripping	1100	LF		
ADA Space Designation, Complete	3	EA		
Traffic Control	1	LS		
Landscaping	1	LS		
Sod	1618	SF		
Site Demo, Complete	1	LS		
Base Bid Total				

Base Bid Unit Price Sum of NO CHANGE IN PRICE

BASE BID AMOUNT WRITTEN IN WORDS _____

Base Bid #2 Alternate #1 – Substitute PCC Pavement Heavy and Light for HMA Pavement Heavy and Light

Pay Item	Qty	Unit	Contractor Bid	
			Unit Price	Total
PCC Pavement, Light	1565	SY		
PCC Pavement, Heavy	725	SY		
Alternate #1 Total				

Base Bid #2 Alternate #2 – Complete Electrical Rough-In as Shown on the Electrical Plans

Pay Item	Qty	Unit	Contractor Bid	
			Unit Price	Total
Electrical Rough-In, Complete	1	LS		

Base Bid #2 Alternate #3 – Complete Archways as shown on the plans

Pay Item	Qty	Unit	Contractor Bid	
			Unit Price	Total
Archways	2	EA		

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

Any other item of work not covered in the BID, but necessary for the completion of the project shall be included in the Contract Price for the items to which the work pertains.

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.1 Bidder agrees that the Work inclusive of base bid and alternatives will be substantially complete with in the schedule of the selected Bid.

6.2 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.1 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security in the form of 5% of Bidder's maximum Bid price;
- B. List of Proposed Subcontractors;
- C. List of Project References;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

ARTICLE 8 – DEFINED TERMS

8.1 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.1 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Illinois is / /

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20__

State Contractor License No. _____

Bid Proposal



Illinois Civil Contractors, Inc.

420 Pinecrest Drive
 East Peoria, IL 61611
 Contact: Michael Fehr (mfehr@ilcivll.com)
 Phone: (o) 309-694-4244 (m) 309-208-7201
 Fax: 309-694-5676

Quote To: City of Lincoln

Job Name: Base Bid #1
 Completion: 12/31/2015
 Bid Date: 9/24/2015
 Addendum(s): None

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	HMA PAVEMENT, LIGHT	1,565.00	SY	46.00	71,990.00
	HMA PAVEMENT, HEAVY	725.00	SY	60.00	43,500.00
	8" PCC, HEAVY	130.00	SY	91.00	11,830.00
	4" PCC CONCRETE SIDEWALK	2,850.00	SF	8.00	22,800.00
	4" STAMPED AND COLORED CONCRETE	1,535.00	SF	21.80	33,463.00
	SIDEWALK SPECIAL	1,960.00	SF	11.00	21,560.00
	PEKIN ST PAVEMENT PATCH	15.00	SY	260.00	3,900.00
	PEKIN ST CLSM FLOWABLE FILL	105.00	CY	135.00	14,175.00
	DETECTABLE WARNING	72.00	SF	33.00	2,376.00
	CURB AND GUTTER	710.00	LF	53.00	37,630.00
	KICKAPOO STREET SIDEWALK	500.00	SF	10.00	5,000.00
	18" PVC COMBINED SEWER	224.00	LS	200.00	44,800.00
	5' MANHOLE	2.00	EA	3,700.00	7,400.00
	SERVICE CONNECTION	3.00	EA	2,700.00	8,100.00
	8" RCP STORM SEWER	77.00	LF	81.00	6,237.00
	12' RCP STORM SEWER	440.00	LF	85.00	37,400.00
	TY A INLET	6.00	EA	3,400.00	20,400.00
	TY G INLET	3.00	EA	3,900.00	11,700.00
	BOLLARDS	2.00	EA	460.00	920.00
	FENCING	70.00	LF	110.00	7,700.00
	ADA RAILING, COMPLETE	1.00	EA	4,500.00	4,500.00
	ADA STOOPS, COMPLETE	7.00	EA	800.00	5,600.00
	STRIPPING	1,100.00	LF	2.55	2,805.00
	ADA SPACE DESIGNATION, COMPLETE	3.00	EA	600.00	1,800.00
	TRAFFIC CONTROL	1.00	LS	3,500.00	3,500.00
	LANDSCAPING	1.00	LS	35,000.00	35,000.00
	SOD	1,618.00	SF	1.90	3,074.20
	SITE DEMO, COMPLETE	1.00	LS	105,000.00	105,000.00
	BASE BID #1 TOTAL				\$574,160.20

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	ALTERNATE # 1				
	PCCPAVEMENT, LIGHT	1,565.00	SY	59.00	92,335.00
	PCC PAVEMENT, HEAVY	725.00	SY	67.00	48,575.00
	ALTERNATE # 1 TOTAL				\$140,910.00
	ALTERNATE # 2				
	ELECTRICAL ROUGH-IN, COMPLETE	1.00	LS	28,000.00	28,000.00
	ALTERNATE # 3				
	ARCHWAY, COMPLETE	2.00	EA	10,300.00	20,600.00

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Illinois Civil Contractors Inc
420 Pinecrest Drive
East Peoria, IL 61611

SURETY (Name and Address of Principal Place of Business):

West Bend Mutual Insurance Company
1900 S. 18th St., P.O. Box 1995
West Bend, WI 53095

OWNER (Name and Address):

City of Lincoln, Illinois
700 Broadway St
Lincoln, IL 62656

BID

BID DUE DATE: 9-24-15
DESCRIPTION: Lincoln, Illinois - Library Parking Lot Improvements

BOND

BOND NUMBER
DATE: (Not later than Bid Due Date): 9-24-15
PENAL SUM: Five percent of amount bid-----
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by its authorized officer, agent, or representative.

BIDDER
Illinois Civil Contractors Inc (Seal)
Bidder's Name and Corporate Seal

By: [Signature]
Signature

Print Name

Title

Attest: [Signature]
Signature

Title

SURETY
West Bend Mutual Insurance Company (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature (Attach Power of Attorney)

Ronald A. Koopman
Print Name

Attorney-in-Fact
Title

Attest: [Signature] [Signature]
Signature Glenda Hoffman

Attorney-in-Fact
Title

Note: Above addresses are to be used for giving required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

State of Illinois

} ss:

County of Macon

On 24th day of September, 2015 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **Ronald A. Koopman**

known to me to be Attorney-in-Fact of **West Bend Mutual Insurance Company** the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Amanda Rhoades
(Notary Public)





2306655

Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

RONALD A KOOPMAN

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest

James J. Pauly
James J. Pauly
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer / President

State of Wisconsin
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



John F. Duwell
John F. Duwell
Executive Vice President - Chief Legal Officer
Notary Public, Washington Co. WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 24 day of September, 2015



Dale J. Kent
Dale J. Kent
Executive Vice President -
Chief Financial Officer