CITY OF LINCOLN
COMMITTEE OF THE WHOLE MEETING
AGENDA
SEPTEMBER 29, 2026
CITY HALL COUNCIL CHAMBERS
700 BROADWAY STREET
6:00 PM

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Public Participation**
4. **Gwen Crawford – TIF District Proposal from Jacob & Klein for Lincoln College/Logan Street Areas**
5. **CDBG Contract for Admin Activity Delivery Documents**
6. **Advise & Consent to appointment of Scott Jackson to the Fire and Police Commission.**
7. **Request to Permit: Halloween Street Closure 10th Street to Munday Street, October 31, 2026**
8. **Request to Permit: Annual Downtown Winter Wonderland Tree Lighting November 27, 2026.**
9. **Resurfacing Construction Bid Award – Clinton Street and Walnut Street.**
10. **Approved Proposal for Boiler Replacement at the Municipal Services Building.**
11. **Leased to Purchase New Dump Truck.**
12. **Announcements**
13. **Possible Executive Session**
14. **Adjournment**
15. Regular City Council Meeting – October 5, 2026 at 6:00 PM
    Committee of the Whole Meeting – Tuesday, October 13, 2026 at 6:00 PM

ORDINANCE NO. ________

CITY OF LINCOLN, ILLINOIS

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT

for the

ANNUAL ADMINISTRATION OF THE LINCOLN CENTRAL BUSINESS DISTRICT TAX INCREMENT FINANCING (TIF) DISTRICT
by and between

THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS

and

JACOB & KLEIN, LTD.

and

THE ECONOMIC DEVELOPMENT GROUP, LTD.

ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, ON THE 5TH DAY OF OCTOBER, 2026.

ORDINANCE NO. ____________

CITY OF LINCOLN, ILLINOIS
AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT
for the
ANNUAL ADMINISTRATION OF THE
LINCOLN CENTRAL BUSINESS DISTRICT
TAX INCREMENT FINANCING (TIF) DISTRICT
by and between
THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS
and
JACOB & KLEIN, LTD.
and
THE ECONOMIC DEVELOPMENT GROUP, LTD.

PREAMBLE

WHEREAS, on or about March 4, 2013 the City of Lincoln, Logan County, Illinois (the "City") established the Lincoln Central Business District Tax Increment Financing (TIF) District pursuant to the Tax Increment Allocation Redevelopment Act (the "Act"), 65 ILCS 5/11-74.4-1 *et. seq.;* and

WHEREAS, the City desires to engage the professional services of Jacob & Klein, Ltd. to render administrative services and legal advice and The Economic Development Group, Ltd. to render technical advice to assist the City in administering the **Lincoln Central Business District TIF District.**

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS THAT:

1. The Professional Services Agreement by and between the City of Lincoln, Jacob & Klein, Ltd. and The Economic Development Group, Ltd. (***Exhibit A*** attached) is hereby approved.

2. The Mayor is hereby authorized and directed to enter into and execute on behalf of the City said Professional Services Agreement and the City Clerk of the City of Lincoln is hereby authorized and directed to attest such execution.

3. The Professional Services Agreement shall be effective on the date of its approval, on the 5th day of October, 2026.

4. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED, APPROVED AND ADOPTED by the Mayor and City Council of the City of Lincoln, Logan County, Illinois, this 5th day of October, 2026.

CORPORATE AUTHORITIES	AYES	NAYS	ABSTAIN	ABSENT
Robin McClallen				
Steven Parrott				
Sam Downs				
Tim Becke				
Kevin Bateman				
Dennis Clemons				
Rhonda O'Donoghue				
Stan Anderson				
Tracy Welch, Mayor				
TOTALS:				

APPROVE:

____

Mayor, City of Lincoln

ATTEST:

____

City Clerk, City of Lincoln

***EXHIBIT A* is attached:** Professional Services Agreement by and between the City of Lincoln, Logan County, Illinois and Jacob & Klein, Ltd. and The Economic Development Group, Ltd.

<u>EXHIBIT A</u>

PROFESSIONAL SERVICES AGREEMENT

for the

ANNUAL ADMINISTRATION OF THE
LINCOLN CENTRAL BUSINESS DISTRICT
TAX INCREMENT FINANCING (TIF) DISTRICT

by and between

THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS

and

JACOB & KLEIN, LTD.

and

THE ECONOMIC DEVELOPMENT GROUP, LTD.

OCTOBER 5, 2026

PROFESSIONAL SERVICES AGREEMENT
for the
ANNUAL ADMINISTRATION OF THE
LINCOLN CENTRAL BUSINESS DISTRICT
TAX INCREMENT FINANCING (TIF) DISTRICT
by and between
THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS
and
JACOB & KLEIN, LTD.
and
THE ECONOMIC DEVELOPMENT GROUP, LTD.

THIS AGREEMENT is entered into this 5th day of October, 2026, by and between the **CITY OF LINCOLN, ILLINOIS**, an Illinois Municipal Corporation (the "City"); and **JACOB & KLEIN, LTD.**, Bloomington, Illinois, an Illinois Professional Service Corporation ("J&K"); and **THE ECONOMIC DEVELOPMENT GROUP, LTD.**, Bloomington, Illinois, and Illinois Corporation ("EDG"). The City, J&K and EDG may hereinafter be referred to as the "Parties" to this Agreement.

WHEREAS, on or about March 4, 2013, the City established a Tax Increment Financing (TIF) District within the City pursuant to the Tax Increment Allocation Redevelopment Act (the "Act"), 65 ILCS 5/11-74.4-1 *et. seq.* known as the **LINCOLN CENTRAL BUSINESS DISTRICT TIF DISTRICT** (the "TIF District"); and

WHEREAS, pursuant to the terms herein set forth in this Agreement, the City desires to engage the professional services of J&K to render legal advice and EDG to render technical advice to assist the City in Annually Administering the Tax Increment Financing Redevelopment Plan, Area and Projects for the TIF District.

NOW, THEREFORE, the Parties agree as follows:

1. **City to Engage J&K and EDG.** The City agrees hereby to engage the services of J&K and EDG for the purposes set forth herein and J&K agrees to provide all legal advice to EDG and the City to prepare or coordinate the preparation of Reports, Notices and Documentation (including those reports prepared by other professionals) necessary pursuant to State Statutes and as outlined in ***Exhibit 1. Professional Services Relating to the Annual Administration of the TIF District.***

    a. The Parties agree that J&K, as Attorneys, will undertake those responsibilities that require legal advice or preparation under this Agreement on behalf of the City or EDG. EDG is a separate company and is owned in-whole by Herbert J. Klein. Mr. Klein is also the principal owner of Jacob & Klein, Ltd. (J&K). The City is entering into this Agreement voluntarily and with informed consent after the opportunity to consult with independent counsel as to the ownership of both entities by Herbert J. Klein.

    b. J&K may, in addition, be retained by the City as its special attorney to perform other professional services outside the Scope of Services set forth herein, including representation of the City before State agencies or the Illinois Legislature. Such representation shall be at the Attorney's then current hourly rate for similar services or as otherwise agreed. Any such representation shall be pursuant to a written agreement between the Parties.

i. Legal services provided by J&K and/or consulting services provided by EDG relating to financing, including the issuance of Bonds involving the TIF District, will be billed separately from this Agreement and subject to the terms of any agreements related to such financing or Bonds.

ii. If retained as a Registered Municipal Advisor through a separate Letter of Engagement, EDG will analyze the potential use of TIF Revenue Bonds, Developer Notes, and other financing alternatives, as well as arrange for Bond Counsel when required by the City.

iii. This Agreement does not include representation in any Court case resulting from the establishment of the TIF District Redevelopment Plan, Area or Projects or the Annual Administration of the TIF District. Additional legal representation and fees will be determined on a case-by-case basis.

c. The total Fees and Reimbursable Costs to be paid hereunder by the City to J&K and EDG, when billed by each of the separate entities, will not be duplicated and will not exceed the total Fees and Reimbursable Costs provided for herein.

d. The Parties agree that pursuant to *Section 5/11-74.4-3(q)(1)* of the Act, all Professional Fees and related Costs incurred by the City for Annually Administering the TIF District are TIF eligible project costs and are fully reimbursable to the City from the real estate tax increment generated by the TIF District.

e. The City hereby acknowledges that J&K and EDG are not responsible for monitoring and documenting matters relating to compliance with the Illinois Prevailing Wage Act, the Illinois Procurement Code, and any other wage and/or employment laws, to the extent such are applicable to any public or private project undertaken within the TIF District Redevelopment Project Area or the Area as may be amended in the future.

2. **<u>Annual Administration of the TIF District.</u>**

a. **Services.** J&K and EDG will provide the services as outlined in ***Exhibit 1*** to annually administer the TIF District for Fiscal Year 2027 and thereafter.

i. On an annual basis, all of the legal review of documents and matters relating to the statutory compliance of public and private development activities occurring within the TIF District are provided by J&K in the Annual Administrative Fee. Other administrative functions will be provided by EDG. EDG will also provide financial feasibility analyses for new proposed private developments. J&K will provide legal services required in the preparation of new Redevelopment Agreements and other legal documents and legal opinions.

ii. To the extent possible, J&K and EDG will attempt to include in Private Redevelopment Agreements provisions allocating a portion of the Annual Administrative Fees, Annual Costs, and other fees to those Private Developments on a pro-rata basis determined by the increment generated by those Developments which have Redevelopment Agreements.

iii. For J&K and EDG to effectively perform its obligations as set forth hereunder, the City understands and acknowledges that it is hereby obligated to provide J&K and EDG, at their request, any and all necessary documents, records and information relating to the establishment and administration of the TIF District. The City shall not hold J&K or EDG liable for the non-performance of any obligation hereunder that results from any failure of the City, for whatever reason, to provide such necessary documents, records, or information. Notwithstanding anything contained herein to the contrary, J&K and/or EDG may, in its sole discretion, unilaterally terminate this Agreement at any time upon the failure of the City to provide such necessary documents, records and information as requested to the satisfaction of J&K and EDG.

iv. J&K and EDG shall not be responsible for the work done by others in the establishment and administration of the TIF District, including any documents filed with the State of Illinois, County Clerk or County Assessor from the inception of the work to establish the TIF District and thereafter.

b. **Term.** The term of the Annual Administrative Services provided in this Agreement shall be for three (3) years and shall commence upon the execution of this Agreement. Thereafter, this Agreement shall automatically renew at the end of each three-year period during the life of the TIF District as a roll-over, for an additional three (3) year period, absent notice of non-renewal as provided herein. This Agreement as it relates to annual administrative services may be terminated by written notice of non-renewal from the City to J&K and EDG no later than one (1) year prior to the end of each contract period. If the City provides J&K and EDG written notice of non-renewal, then J&K and EDG shall not be responsible for preparing and filing the TIF District Annual Report relating to the current fiscal year in which notice of non-renewal is received. Upon receiving written notice of non-renewal, J&K and EDG is to provide to the City a final invoice for professional fees and costs incurred as of the date of the termination.

c. **Payment of Annual Administrative Fee and Reimbursable Costs.**

i. The Annual Administrative Fee to be paid by the City to J&K and EDG for the Annual Administration of the TIF District shall be paid as set forth below.

1. **Initial Annual Administrative Fee for the TIF District:** The first year of this Agreement, the Base Professional J&K and EDG Fees for all services described in the Scope of Professional Services relating to the TIF District, including the preparation and review of past annual

reports and Joint Review Board Meetings not held previously, shall be **Seven Thousand Five Hundred and 00/100 Dollars ($7,500.00).**

2. **Base Annual Administrative Fee for the TIF District:** Commencing with the second year of this Agreement and continuing an annual basis thereafter, the Base Professional J&K and EDG Fees for all services described in the Scope of Professional Services relating to the TIF District shall be **Five Thousand Seven Hundred Fifty and 00/100 Dollars ($5,750.00)** plus the increase in the *Consumer Price Index - All Urban Consumers IL-IN-WI*, using **2026** as the base year.

ii. In addition to the Annual Administrative Fee, all Reimbursable Costs incurred by J&K and EDG as part of the annual administration of the TIF District shall be reimbursed to J&K and EDG by the City, including all reasonable travel and subsistence expenses while away from Bloomington or Peru, Illinois, all photocopying, report binding, mailings, postage, and staff costs. Such are to be reimbursed at customary rates charged by J&K or EDG. For purposes of this Agreement, staff costs do not include the time of Attorneys Herb Klein or Nic Nelson (J&K) or Gwen Crawford (EDG) while performing said Professional Services described in ***Exhibit 1*** and subject to the following conditions:

1. All travel will be reimbursed for mileage at the maximum rate permitted by Internal Revenue Service Rules and Regulations at the time of service. All other costs which are incidental to the administration of the TIF District, including staff costs, photocopying and report binding, mailings, postage, and telecommunication charges, shall be reimbursed at the current rates then charged by J&K and EDG.

2. The total Reimbursable Costs incurred by J&K and EDG as part of the Annual Administration of the TIF District shall not exceed **Two Thousand Five Hundred Dollars ($2,500.00)** without written consent of the City in advance of such additional services being performed.

iii. For Annual Administrative Fees, and Annual Administrative Costs, J&K and EDG shall bill the City on a quarterly basis. For the purpose of this Agreement, Quarterly Billings shall occur as follows:

Service Period	Billing Month
January, February, March	April
April, May, June	July
July, August, September	October
October, November, December	December

iv. Annual Administrative Fees shall be adjusted annually for the *Consumer Price Index - All Urban Consumers IL-IN-WI*, using **2026** as the base year and prorated in equal installments for purposes of determining quarterly billings.

d. The City understands that J&K and EDG shall rely on the work of others, including the City Administrator, Engineer, Clerk, Auditor and Attorney; the County Assessor and County Clerk; the Illinois Department of Revenue (IDOR); the Illinois Department of Commerce and Economic Opportunity (DCEO); the Illinois Comptroller's Office and the Illinois State Board of Education for information and documentation necessary for the Annual Administration of the TIF District. The City further understands that it may directly incur additional fees and costs for the Annual Administration of the TIF District which result from the involvement of other (non-J&K/EDG) professionals.

3. **Drafting Ambiguities.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether, or not, to seek advice of counsel with respect to the Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of this Agreement. Titles of the several parts, paragraphs, sections, or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any provisions hereof.

4. **Titles of Paragraphs.** Titles of the several parts, paragraphs, sections, or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any provisions hereof.

5. **Amendments to this Agreement.** J&K/EDG and the City agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may be reasonably required by the Parties hereto for carrying out the intention of or facilitating the performance of this Agreement. The Parties hereto may therefore amend this Agreement at any time by their mutual consent which amendment must be in writing and executed by the Parties.

6. **Entire Agreement.** The Terms and Conditions set forth in this Agreement supersede all prior oral and written understanding and constitute the entire Agreement between the Parties with respect to the subject matter hereof.

7. **Binding Upon Successors in Interest.** This Agreement shall be binding upon all the Parties hereto and their respective heirs, successors, administrators, assigns, or other successors in interest.

8. **Notices.** Notices or demands hereunder shall be in writing and shall be served by (a) personal delivery, or (b) certified mail, return receipt requested to the following addresses, or to the last known address of either party or to the address provided by any assignee if such address has been given in writing. In the event said notice is mailed, the date of service of such notice shall be deemed to be three (3) business days after the date of delivery of said notice to the United States Post Office.

City of Lincoln	Jacob & Klein, Ltd. and
% City Clerk	The Economic Development Group, Ltd.
700 Broadway Street	1701 Clearwater Avenue
Lincoln, IL 62656	Bloomington, IL 61704
Ph: (217) 735-2815	Ph: (309) 664-7777

9. **Severability.** If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby.

10. **Choice of Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois with venue lying in the Circuit Court of McLean County, Illinois.

11. **Warranty of Signatories.** The signatories of this Agreement warrant that they have full authority to execute this Agreement and to bind the entity for which they are signing and agree to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

12. **Counterparts.** This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

IN WITNESS WHEREOF, the City, J&K, and EDG have executed this Professional Services Agreement on the day and year above written.

THE CITY OF LINCOLN, an Illinois Municipal Corporation:

By: ______________________________
Mayor

Attest: ______________________________
City Clerk

JACOB & KLEIN, LTD., an Illinois Professional Service Corporation:

By: ______________________________
President

THE ECONOMIC DEVELOPMENT GROUP, LTD., an Illinois Corporation:

By: ______________________________
Vice President

EXHIBIT 1

PROFESSIONAL SERVICES RELATING TO THE ANNUAL ADMINISTRATION OF THE TIF DISTRICT

Services to be provided to the City by J&K and EDG relating to the Annual Administration of the TIF District are set forth as follows:

1. Provide the City with on-call legal and consulting services on matters relating to the TIF District as needed.

2. Consult with and coordinate administrative activities with City Clerk, Engineer, Auditor, Mayor, Office Manager, Budget Administrator and other officials as required.

3. Track and monitor the growth of annual Real Estate and Sales Tax (if appropriate) Increment within the TIF District.

4. Negotiate terms of TIF Reimbursements and prepare Redevelopment Agreements with Developers.

5. Consult with Developers regarding TIF Redevelopment Agreements and Reimbursements.

6. Communicate with Developers and the County Supervisor of Assessments to review improvements, paid tax bills and changes in Equalized Assessed Valuations.

7. Advise City on matters relating to Developer Reimbursements (e.g., verify paid property tax bills and eligible project costs and advise the municipality to make payments).

8. Provide City with a Public Requisition/Payment Approval process.

9. Advise City on matters relating to payments to other taxing bodies under Intergovernmental Agreements.

10. Prepare, certify, and submit Annual TIF District Reports to the Office of the Illinois Comptroller.

11. Provide legal opinion (J&K) on matters relating to Annual Reports to State Comptroller as required by the TIF Act.

12. Prepare TIF District Annual Reports for submission to City and other taxing districts.

13. Conduct City's Annual Joint Review Board Meetings with Taxing Bodies as required by the TIF Act.

14. Upon request, work with the School District to determine and analyze potential financial impacts, evaluate alternative approaches for assisting the school district and prepare necessary Intergovernmental Agreements.

15. Prepare TIF Increment Projections for City and Reimbursement Estimates for Developers.

16. Prepare necessary minor amendments and procedures for City to remove property from the TIF District as may relate to such properties being included in a separate, contiguous Redevelopment Project Area.

17. If retained as a Registered Municipal Advisor per a separate Letter of Engagement, EDG will analyze the potential use of TIF Revenue Bonds, Developer Notes, and other financing alternatives, as well as arrange for Bond Counsel when required by the City or a Developer. All professional services related to the issuance of Bonds will be additional, subject to separate agreements and billed at the then applicable rates.

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ORDINANCE NO. __________

CITY OF LINCOLN, ILLINOIS

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT**

for the

**ESTABLISHMENT AND ANNUAL ADMINISTRATION OF THE
LINCOLN COLLEGE
TAX INCREMENT FINANCING (TIF) DISTRICT**

by and between

**THE CITY OF LINCOLN,
LOGAN COUNTY, ILLINOIS**

and

JACOB & KLEIN, LTD.

and

THE ECONOMIC DEVELOPMENT GROUP, LTD.

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS,
ON THE 5TH DAY OF OCTOBER, 2026.**

ORDINANCE NO. __________

CITY OF LINCOLN, ILLINOIS
AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT
for the
ESTABLISHMENT AND ANNUAL ADMINISTRATION OF THE
LINCOLN COLLEGE TAX INCREMENT FINANCING (TIF) DISTRICT
by and between
THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS
and
JACOB & KLEIN, LTD.
and
THE ECONOMIC DEVELOPMENT GROUP, LTD.

PREAMBLE

WHEREAS, the City of Lincoln, Logan County, Illinois (the "City") wishes to establish a Tax Increment Financing (TIF) District pursuant to the Tax Increment Allocation Redevelopment Act (the "Act"), 65 ILCS 5/11-74.4-1 *et. seq.;* and

WHEREAS, the City desires to engage the professional services of Jacob & Klein, Ltd. to render administrative services and legal advice and The Economic Development Group, Ltd. to render technical advice to assist the City in establishing and administering the **Lincoln College TIF District**.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS THAT:

1. The Professional Services Agreement by and between the City of Lincoln, Jacob & Klein, Ltd. and The Economic Development Group, Ltd. (***Exhibit A*** attached) is hereby approved.

2. The Mayor is hereby authorized and directed to enter into and execute on behalf of the City said Professional Services Agreement and the City Clerk of the City of Lincoln is hereby authorized and directed to attest such execution.

3. The Professional Services Agreement shall be effective on the date of its approval, on the 5th day of October, 2026.

4. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED, APPROVED AND ADOPTED by the Mayor and City Council of the City of Lincoln, Logan County, Illinois, this 5th day of October, 2026.

CORPORATE AUTHORITIES	**AYES**	**NAYS**	**ABSTAIN**	**ABSENT**
Robin McClallen				
Steven Parrott				
Sam Downs				
Tim Becke				
Kevin Bateman				
Dennis Clemons				
Rhonda O'Donoghue				
Stan Anderson				
Tracy Welch, Mayor				
TOTALS:				

APPROVE:

____

Mayor, City of Lincoln

ATTEST:

____

City Clerk, City of Lincoln

***EXHIBIT A* is attached:** Professional Services Agreement by and between the City of Lincoln, Illinois and Jacob & Klein, Ltd. and The Economic Development Group, Ltd.

<u>EXHIBIT A</u>

Professional Services Agreement
by and between
The City of Lincoln, Illinois
and
Jacob & Klein, Ltd.
and
The Economic Development Group, Ltd.

PROFESSIONAL SERVICES AGREEMENT

for the

ESTABLISHMENT AND ANNUAL ADMINISTRATION OF THE LINCOLN COLLEGE TAX INCREMENT FINANCING (TIF) DISTRICT

by and between

THE CITY OF LINCOLN,
LOGAN COUNTY, ILLINOIS

and

JACOB & KLEIN, LTD.

and

THE ECONOMIC DEVELOPMENT GROUP, LTD.

OCTOBER 5, 2026

PROFESSIONAL SERVICES AGREEMENT
for the
ESTABLISHMENT AND ANNUAL ADMINISTRATION OF
THE LINCOLN COLLEGE TAX INCREMENT FINANCING (TIF) DISTRICT
by and between
THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS
and
JACOB & KLEIN, LTD.
and
THE ECONOMIC DEVELOPMENT GROUP, LTD.

THIS AGREEMENT is entered into this 5th day of October, 2026, by and between the **CITY OF LINCOLN, ILLINOIS** (the "City"); and **JACOB & KLEIN, LTD.,** Bloomington, Illinois, an Illinois Professional Service Corporation ("J&K"); and **THE ECONOMIC DEVELOPMENT GROUP, LTD.,** Bloomington, Illinois, and Illinois Corporation ("EDG"). The City, J&K and EDG may hereinafter be referred to as the "Parties" to this Agreement.

WHEREAS, the City wishes to establish a Tax Increment Financing (TIF) District within the City pursuant to the Tax Increment Allocation Redevelopment Act (the "Act"), 65 ILCS 5/11-74.4-1 *et. seq.*; and

WHEREAS, the City desires to engage the professional services of J&K to render administrative services and legal advice and EDG to render technical advice to assist the City in establishing and annually administering a Tax Increment Financing Redevelopment Plan, Area and Projects for the proposed **LINCOLN COLLEGE TIF DISTRICT** (the "TIF District").

NOW, THEREFORE, the Parties agree as follows:

1. **City to Engage J&K and EDG.** The City agrees hereby to engage the services of J&K and EDG for the purposes set forth herein and J&K agrees to provide all legal advice to EDG and the City to prepare or coordinate the preparation of Reports, the TIF District Redevelopment Plan, Notices and Documentation (including those reports prepared by other professionals) necessary to complete the Establishment and the Annual Administration of the TIF District Redevelopment Plan, Area and Projects as required pursuant to State Statutes and as outlined in ***Exhibit 1. Professional Services Relating to the Establishment of the TIF District*** and ***Exhibit 2. Professional Services Relating to the Annual Administration of the TIF District.***

    a. The Parties agree that J&K, as Attorneys, will undertake those responsibilities that require legal advice or preparation under this Agreement on behalf of the City or EDG. EDG is a separate corporate entity owned by Herbert J. Klein. Mr. Klein is also the principal owner of Jacob & Klein, Ltd. (J&K). The City is entering into this Agreement voluntarily and with informed consent after the opportunity to consult with independent counsel as to the ownership of both entities.

    b. J&K may, in addition, be retained by the City as its special attorney to perform other professional services outside the Scope of Services set forth herein, including representation of the City before State agencies or the Illinois Legislature. Such representation shall be at the Attorney's then current hourly rate for similar services or as otherwise agreed. Any such representation shall be pursuant to a written agreement between the Parties.

i. Legal services provided by J&K and/or consulting services provided by EDG relating to financing, including the issuance of Bonds involving the TIF District, will be billed separately from this Agreement and subject to the terms of any agreements related to such financing or Bonds.

ii. If retained as a Registered Municipal Advisor through a separate Letter of Engagement, EDG will analyze the potential use of TIF Revenue Bonds, Developer Notes, and other financing alternatives, as well as arrange for Bond Counsel when required by the City.

iii. This Agreement does not include representation in any Court case resulting from the establishment of the TIF District Redevelopment Plan, Area or Projects or the Annual Administration of the TIF District.

c. The total Fees and Reimbursable Costs to be paid hereunder by the City to J&K and EDG, when billed by each of the separate entities, will not be duplicated and will not exceed the total Fees and Reimbursable Costs provided for herein.

d. The Parties agree that pursuant to *Section 5/11-74.4-3(q)(1)* of the Act, all Professional Fees and related Costs incurred by the City for Establishing and Annually Administering the TIF District are TIF eligible project costs and are fully reimbursable to the City from the real estate tax increment generated by the TIF District.

e. The City hereby acknowledges that J&K and EDG are not responsible for monitoring and documenting matters relating to compliance with the Illinois Prevailing Wage Act, the Illinois Procurement Code, and any other wage and/or employment laws, to the extent such are applicable to any public or private project undertaken within the TIF District Redevelopment Project Area or the Area as may be amended in the future.

2. **Establishment of the TIF District.**

a. **Services.** J&K and EDG will provide services as outlined in **Exhibit 1** to Establish the TIF District.

b. **Term.** This Professional Services Agreement for the Establishment of the TIF District shall commence immediately and shall continue until the presentation of the TIF District Redevelopment Plan and appropriate ordinances to the City Council for the Establishment of the TIF District. It is anticipated that the TIF District will be established on or before **February 1, 2027**, barring unexpected complications.

c. **Payment of Fees and Reimbursable Costs.** The total Base Professional Fee to be paid to J&K and EDG for the Establishment of the TIF District shall be **Forty-Four**

Thousand Two Hundred Fifty and 00/100 Dollars ($44,250.00), plus Costs, and are to be paid by the City as follows:

i. J&K and EDG shall be paid a total sum of **Fourteen Thousand Seven Hundred Fifty and 00/100 Dollars ($14,750.00)** upon execution of this Agreement.

ii. J&K and EDG shall be paid an additional total sum of **Fourteen Thousand Seven Hundred Fifty and 00/100 Dollars ($14,750.00)** and Costs incurred to date, upon delivery of the proposed TIF Redevelopment Plan to the City.

iii. The balance of the Professional Fee, of **Fourteen Thousand Seven Hundred Fifty and 00/100 Dollars ($14,750.00)**, and the remaining Costs for the Establishment of the TIF District, shall be paid when the Plan and final Ordinances are presented to the City Council for passage.

iv. All Reimbursable Costs incurred by J&K and EDG as part of the Establishment of the TIF District shall be reimbursed to J&K and EDG by the City, including all reasonable travel and subsistence expenses while away from Bloomington or Peru, Illinois, all photocopying, report binding, mailings, postage, and staff costs. For purposes of this Agreement, staff costs do not include the time of Attorneys Nic Nelson or Herb Klein (J&K), or the time of Gwen Crawford (EDG) while performing said Professional Services described in **Exhibit 1** subject to the following conditions:

    1. All travel will be reimbursed for mileage at the maximum rate permitted by Internal Revenue Service Rules and Regulations at the time of service. All other costs which are incidental to the establishment of the TIF District, including staff costs, photocopying and report binding, mailings, postage, and telecommunication charges, shall be reimbursed at the current rates then charged by J&K and EDG.

v. The City understands and acknowledges that J&K and EDG will rely on the work of other professionals, including the City's Engineers and Attorney, to prepare reports and documentation needed for the TIF District Redevelopment Plan, Projects and Reports and other necessary documents; and that J&K and EDG shall rely on their professional expertise to prepare the TIF District Redevelopment Plan and present material and information necessary to the Establishment of the District. The City further understands that it may directly incur additional fees and costs for the Establishment of the TIF District which result from the involvement of other (i.e., non-J&K/EDG) professionals.

3. **<u>Annual Administration of the TIF District.</u>**

   a. **Services.** J&K and EDG will provide services as outlined in **Exhibit 2** to annually administer the TIF District.

      i. On an annual basis, all of the legal review of documents and matters relating to the statutory compliance of public and private development activities occurring within the TIF District are provided by J&K in the Annual Administrative Fee. Other administrative functions will be provided by EDG. EDG will also provide financial feasibility analyses for new proposed private developments. J&K will provide legal services required in the preparation of new Redevelopment Agreements and other legal documents and legal opinions.

      ii. To the extent possible, J&K and EDG will attempt to include in Private Redevelopment Agreements provisions allocating a portion of the Annual Administrative Fees, Annual Costs and other fees to those Private Developments on a pro-rata basis determined by the increment generated by those Developments which have Redevelopment Agreements.

   b. **Term.** The term of the Annual Administrative Services provided in this Agreement shall be for three (3) years and shall commence immediately following the establishment of the TIF District. Thereafter, this Agreement shall automatically renew at the end of each three-year period during the life of the District as a roll-over, for a new period of three years, absent notice of non-renewal as provided herein. This Agreement as it relates to annual administrative services may be terminated by written notice of non-renewal from the City to J&K and EDG no later than one (1) year prior to the end of each contract period. If the City provides J&K and EDG written notice of non-renewal less than one (1) year prior to the end of a contract period, then J&K and EDG shall not be responsible for preparing and filing the TIF District Annual Report relating to the current fiscal year in which notice of non-renewal is received. Upon receiving written notice of non-renewal, J&K and EDG is to provide to the City a final invoice for professional fees and costs incurred as of the date of the termination.

   c. **Payment of Annual Administrative Fee and Reimbursable Costs.**

      i. The Annual Administrative Fee to be paid by the City to J&K and EDG for the Annual Administration of the TIF District shall be **Five Thousand Seven Hundred Fifty Dollars ($5,750)**. This Annual Fee shall be adjusted annually for the *Consumer Price Index - All Urban Consumers IL-IN-WI*, using **2026** as the base year.

      ii. In addition to the Annual Administrative Fee, all Reimbursable Costs incurred by J&K and EDG as part of the Annual Administration of the TIF District shall be reimbursed to J&K and EDG by the City, including all reasonable travel and subsistence expenses while away from Bloomington or Peru, Illinois, all photocopying, report binding, mailings, postage, and staff costs.

Such are to be reimbursed at customary rates charged by J&K or EDG. For purposes of this Agreement, staff costs do not include the time of Attorneys Herb Klein or Nic Nelson (J&K) or Gwen Crawford (EDG) while performing said Professional Services described in **Exhibit 2** and subject to the following conditions:

1. All travel will be reimbursed for mileage at the maximum rate permitted by Internal Revenue Service Rules and Regulations at the time of service. All other costs which are incidental to the administration of the TIF District, including staff costs, photocopying and report binding, mailings, postage, and telecommunication charges, shall be reimbursed at the current rates then charged by J&K and EDG.

iii. For Annual Administrative Fees, and Annual Administrative Costs, J&K and EDG shall bill the City on a quarterly basis. For the purpose of this Agreement, Quarterly Billings shall occur as follows:

Service Period	Billing Month
January, February, March	April
April, May, June	July
July, August, September	October
October, November, December	December

iv. Annual Administrative Fees shall be adjusted annually for the *Consumer Price Index - All Urban Consumers IL-IN-WI*, using **2026** as the base year and prorated in equal installments for purposes of determining quarterly billings.

d. The City understands that J&K and EDG shall rely on the work of others, including the City's Administrator, City Engineer, Clerk, Auditors and Attorney; the County Assessor and County Clerk; the Illinois Department of Revenue (IDOR); the Illinois Department of Commerce and Economic Opportunity (DCEO); the Illinois Comptroller's Office and the Illinois State Board of Education for information and documentation necessary for the Annual Administration of the TIF District. The City further understands that it may directly incur additional fees and costs for the Annual Administration of the TIF District which result from the involvement of other (non-J&K/EDG) professionals.

e. To the extent possible, J&K and EDG will attempt to include in Private Redevelopment Agreements provisions allocating a portion of the Annual Administrative Fees and Annual Costs to those Private Developments on a *pro-rata* basis determined by the increment generated by those Developments which have Redevelopment Agreements within the TIF District.

4. **Drafting Ambiguities.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether, or not, to seek advice of counsel with respect to the Agreement

is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of this Agreement. Titles of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any provisions hereof.

5. **Titles of Paragraphs.** Titles of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any provisions hereof.

6. **Amendments to this Agreement.** J&K/EDG and the City agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may be reasonably required by the Parties hereto for carrying out the intention of or facilitating the performance of this Agreement. The Parties hereto may therefore amend this Agreement at any time by their mutual consent which amendment must be in writing and executed by the Parties.

7. **Entire Agreement.** The Terms and Conditions set forth in this Agreement supersede all prior oral and written understanding and constitute the entire Agreement between the Parties with respect to the subject matter hereof.

8. **Binding Upon Successors in Interest.** This Agreement shall be binding upon all the Parties hereto and their respective heirs, successors, administrators, assigns, or other successors in interest.

9. **Notices.** Notices or demands hereunder shall be in writing and shall be served by (a) personal delivery, or (b) certified mail, return receipt requested to the following addresses, or to the last known address of either party or to the address provided by any assignee if such address has been given in writing. In the event said notice is mailed, the date of service of such notice shall be deemed to be three (3) business days after the date of delivery of said notice to the United States Post Office.

City of Lincoln ℅ City Clerk 700 Broadway Street Lincoln, IL 62656 Ph: (217) 735-2815	Jacob & Klein, Ltd. and The Economic Development Group, Ltd. 1701 Clearwater Avenue Bloomington, IL 61704 Ph: (309) 664-7777

10. **Severability.** If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby.

11. **Choice of Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois with venue lying in the Circuit Court of McLean County, Illinois.

12. **Warranty of Signatories.** The signatories of this Agreement warrant that they have full authority to execute this Agreement and to bind the entity for which they are signing and agree

to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

13. **Counterparts.** This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

IN WITNESS WHEREOF, the City, J&K, and EDG have executed this Professional Services Agreement on the day and year above written.

THE CITY OF LINCOLN, ILLINOIS:

By: ______________________________
Mayor

Attest: ______________________________
City Clerk

JACOB & KLEIN, LTD., an Illinois Professional Service Corporation:

By: ______________________________
President

THE ECONOMIC DEVELOPMENT GROUP, LTD., an Illinois Corporation:

By: ______________________________
Vice President

<u>EXHIBIT 1</u>

PROFESSIONAL SERVICES RELATING TO THE ESTABLISHMENT OF THE TIF DISTRICT

Services to be provided to the City by J&K and EDG relating to the Establishment of the TIF District are set forth as follows:

1. J&K shall provide City with legal advice regarding the establishment of the TIF District on an on-call, as needed basis.

2. EDG shall provide City with technical consulting regarding the establishment of the TIF District on an on-call, as needed basis.

3. Create an estimated schedule and timeline for completing the required procedure to establish the TIF District.

4. Work with local elected officials, City staff and engineers to define the Redevelopment Project Area (TIF District Boundary).

5. Consult on any necessary Annexation Agreement(s) with City Attorney and Private Developer(s), if any.

6. Prepare the TIF District Redevelopment Plan. EDG will collect a variety of information from the City and, with J&K, draft the TIF Redevelopment Plan. Local officials will provide historical information, access to legal descriptions, street maps/aerial tax maps, engineering opinion letters, descriptions and estimated costs of potential public and private projects, potential private development build-out rates, property tax bills, assessment data, and identification of officials' properties and other City records as necessary to establish the TIF District.

    a. Evaluate the statutory and financial feasibility of creating the TIF District and incorporate such findings in the Redevelopment Plan. The City has indicated it <u>does not</u> intend to displace ten (10) or more inhabited residential units for any redevelopment projects occurring within the TIF District. Therefore, this Agreement does not provide for the preparation of a separate Feasibility Study or Housing Impact Study. If conditions change, thereby requiring a separate Feasibility Study or Housing Impact Study, such services shall be provided by J&K and EDG per *Section 2(c)(iv)* above, unless this Agreement is otherwise amended per *Section 4*.

7. Organize and conduct the first meeting of the Joint Review Board.

8. Consult with other taxing districts to determine and analyze the potential impact, evaluate alternative approaches for assisting the taxing districts and prepare necessary Intergovernmental Agreements, if required.

9. Assist the City with negotiating Private Redevelopment Agreements with potential Developers.

10. Assist the City with creating Interested Parties Registries as required.

11. Prepare and send all Notices to taxing bodies, taxpayers, residences within 750 feet of the proposed TIF District, and to those individuals or organizations listed on the Interested Parties Registries.

12. Prepare and arrange for the City Clerk all publications required of the City.

13. Moderate Public Meeting(s) as required or necessary.

14. Conduct Public Hearing to review the proposed TIF District with the public.

15. Draft and present to the City all required Ordinances to create the TIF District.

16. Prepare any necessary amendments to existing TIF Districts to remove properties located therein that are included in the new TIF District, as approved by the City.

(The remainder of this page is intentionally blank.)

EXHIBIT 2

PROFESSIONAL SERVICES RELATING TO THE ANNUAL ADMINISTRATION OF THE TIF DISTRICT

Services to be provided to the City by J&K and EDG relating to the Annual Administration of the TIF District are set forth as follows:

1. Provide the City with on-call legal and consulting services on matters relating to the TIF District as needed.

2. Consult with and coordinate administrative activities with City's Administrator, City Clerk, City Engineer, CPA, Mayor, and other officials as required.

3. Track and monitor the growth of annual Real Estate and Sales Tax (if appropriate) Increments within the TIF District.

4. Negotiate terms of TIF Reimbursements and prepare Redevelopment Agreements with Developers.

5. Consult with Developers regarding TIF Redevelopment Agreements and Reimbursements.

6. Communicate with Developers, the County Supervisor of Assessments and County Clerk to review improvements, paid tax bills and changes in Equalized Assessed Valuations.

7. Advise City on matters relating to Developer Reimbursements (e.g., verify paid property tax bills and eligible project costs, and advise the municipality to make payments).

8. Provide City with a Public Requisition/Payment Approval process.

9. Advise City on matters relating to payments to other taxing bodies under Intergovernmental Agreements.

10. Prepare, certify, and submit Annual TIF District Reports to the Office of the Illinois Comptroller.

11. Provide legal opinion (J&K) on matters relating to Annual Reports to State Comptroller as required by the TIF Act.

12. Prepare TIF District Annual Reports for submission to City and other taxing districts.

13. Conduct City's Annual Joint Review Board Meetings with Taxing Bodies as required by the TIF Act.

14. Work with other taxing districts to determine and analyze potential financial impacts, evaluate alternative approaches for assisting the school district and prepare necessary Intergovernmental Agreements.

15. Prepare TIF Increment Projections for City and Reimbursement Estimates for Developers.

16. If retained as a Registered Municipal Advisor per a separate Letter of Engagement, EDG will analyze the potential use of TIF Revenue Bonds, Developer Notes, and other financing alternatives, as well as arrange for Bond Counsel when required by City or Developer. All professional services related to the issuance of Bonds will be additional, subject to separate agreements and billed at the then applicable rates.

(The remainder of this page is intentionally blank.)

STANDARD FORM OF AGREEMENT BETWEEN OWNER & CONSULTANT FOR PROFESSIONAL ADMINISTRATIVE SERVICES

This is an agreement made as of August 28 20 26, between City of Lincoln (owner) and TEC Services Consulting, Inc. (consultant). The owner intends to perform a community development project, and the owner and consultant in consideration of their mutual covenants herein agree in respect of the performance of program administration and activity delivery by consultant and the payment for those services by owner as set forthbelow. Consultant shall provide program administration and activity delivery for owner in all phases of the project to which this agreement applies, serve as the owner's representative for the project as set forth below, and shallprovide professional consultation of services hereunder.

Section 1 – Basic Services for Consultant

The consultant shall perform program administration and activity delivery as hereinafter stated that include the administration of the owner's Community Development Block Grant Program,

Project # TBD. The specific services of the consultant are indicated in Exhibit A, "Scope of Services."

Section 2 – Owner's Responsibilities

The owner shall:

Provide all criteria and full information as to owner's requirements for the project, and furnish copiesof all documents related to the project.

Assist consultant by placing at his/her disposal all available information pertinent to the project,including previous reports and any other data relative to the project.

Give prompt written notice to consultant whenever owner observes or otherwise becomes aware ofany development that affects the scope of timing of the consultant's services.

Bear all costs incidental to compliance with the requirements of Section 2.

Section 3 – Period of Service

The provisions of this Section 3 and the rates of compensation for the consultant's services providedfor elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion.

The consultant agrees to complete the project by the ending date identified in the owner's "GrantAgreement" with the Illinois Department of Commerce and Economic Opportunity for the Community Development Block Grant Program from which part of the project has been financed.

If the owner has requested significant modifications or changes in the extent of the project, the timeof performance of consultant's services and his/her rates of compensation shall be adjusted appropriately.

Section 4 – Payments to Consultant

The maximum amount the owner shall pay the consultant for performance of this agreement shall notexceed $ 20,000. Compensation will be based on an actual and incurred cost basis documented in a manner acceptable by the owner.

Consultant will invoice on separate lines for the tasks included in the scope of work that are identified as "Administrative tasks for costs that are subject to the cap (Program Administration Costs)" and "Administrative tasks for costs that are not subject to the cap (Activity Delivery Costs)".

The amount of reimbursement to be paid in this contract shall be contingent upon and in accordance with the amounts as indicated in the Illlinois Department of Commerce and Economic Opportunity Community Development Block Grant funding approval. In the event that funds are not awarded to the owner by the CDBG program, this agreement shall be terminated.

Section 5 – General Considerations

The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform inaccordance with the terms hereof through no fault of the terminating party.

The consultant shall comply with all applicable rules, regulations, laws, and requirements in relation tothe Community Development Block Grant Program as distributed by the Illinois Department of Commerce and Economic Opportunity

The owner and consultant each binds himself/herself and his/her partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party,in respect to all covenants, agreements, and obligations to this agreement.

Neither owner nor consultant shall assign, sublet, or transfer any rights under or interest in (including,but without limitation, monies that may become due or monies that are due) this Agreement withoutthe written consent of the other, except as stated in paragraph 5.3 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to or assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent consultant from employing such independent consultants, associates, and subcontractors as he/she may deem appropriate to assist him/her in the performance of service hereunder.

Section 6 – Special Provisions and Exhibits

The following exhibits are attached to and made a part of this Agreement.

Exhibit A, "Scope of Services," and
"Terms and Conditions

This Agreement, together with the exhibits identified above, constitute the entire agreement between the owner and consultant and supersede all priorwritten or oral understandings. This agreement and said exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

In witness whereof, the parties hereto have made and executed this Agreement as of the day and year firstabove written.

Owner:	Consultant:
Tracy Welch	Greg Sutton
Mayor, City of Lincoln, Illinois	TEC Services Consulting, Inc.

PROFESSIONAL SERVICES AGREEMENT (CONTINUED)
EXHIBIT A – SCOPE OF SERVICE

The consultant shall complete, in a professional and timely manner, the following services relative to theowner's Community Development Block Grant Program. Such actions shall be performed in a manner prescribed by the Illinois Department of Commerce and Economic Opportunity.

Administrative tasks for costs that are subject to the cap (Program Administration Costs)

a. Financial Management (accounting, file maintenance, cost documentation, federal grant guidelines conformance, RFF preparation, oversee CDBG budget/project amendments, and related matters);
b. Labor Standards Compliance – including wage rate requests for bidders; review of weekly payrolls; wage restitution, if necessary; Employee interviews;
c. Civil Rights Compliance – including language in contracts; Fair Housing activities; publication costs; material costs; Analysis of Impediments activities;
d. Oversight of procurement documents for professional and construction contracts and a recommendation regarding successful proposals or bids;
e. Assistance in the procurement of auditing services, if necessary;
f. Establishing and maintaining contact with appropriate state and/or federal agencies concerning required reports and other information concerning the project;
g. Dissemination of information concerning the grant project to the public and press on behalf of the City;
h. Completion of close-out forms and required performance reports;
i. Provide administrative oversight concerning procedures required by the Uniform Acquisitions Act in relation to the acquisition of property, including specific tasks related to easements;
j. Signing, countersigning, and approving for issuance all checks prepared by delivery;
k. Review and approval of all financial documentation related to the Contractor (administering firm);
l. Assistance with procurement of auditing services, if payment is required; and
m. Performance of scope of work items as identified in the funding proposal.
n. Any other duty as outlined within the proposal narrative.

The City, or its subgrantee, will be responsible for the following tasks or actions regarding administration of the grant:

a. Signing, countersigning, and approving for issuance all checks prepared by delivery;

b. Review and approval of all financial documentation related to the Contractor (administering firm);

c. Payment of auditing services, if payment is required;

d. Payment of all required newspaper notices;

e. Payment of such document recording fees as are required; and

f. Performance of scope of work items as identified in the funding proposal.

<u>Administrative tasks for costs that are not subject to the cap (Activity Delivery Costs)</u>

a. Environmental Review – including publications and related costs; Assessment; SHPO; Completion of entire Environmental Review Record;

b. Development of program policies and procedures necessary to implement program;

c. Completing work write-ups;

d. Public Participation Requirements (owner to pay for public notices);

e. Duplication of benefits review and analysis;

f. Equipment and supplies necessary for carrying out eligible activity

g. Applicant intake/eligibility screening for a specific program that does not result in eligible project or beneficiary

h. Travel costs incurred specifically for carrying out eligible project activities (i.e. site visits to check work progress and final inspections of completed work).

CONTRACT FOR PROFESSIONAL SERVICES TERMS AND CONDITIONS

Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In suchevent, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Contract shall, at the option of the Owner, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Consultant, and the Owner may withhold any payments to the Consultant for the purpose of set-off until such timeas the exact amount of damages due the Owner from the Consultant is determined.

2. Termination for Convenience of the Owner. The Owner may terminate this Contract at any time by giving at least thirty (30) days notice in writing to the Consultant. If the Contract is terminated by the Owner as provided herein, the Consultant will be paid for the time provided and expenses incurred upto the termination date. If this Contract is terminated due to the fault of the Consultant, Paragraph 1 hereof relative to termination shall apply.

3. Changes. The Owner may, from time to time, request changes in the scope of the services of theConsultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between theOwner and the Consultant, shall be incorporated in written amendments to this Contract.

4. Personnel.

   a. The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this Contract. Such personnel shall not beemployees of or have any contractual relationship with the Owner.

   b. All of the services required hereunder will be performed by the Consultant or under his/hersupervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

   c. None of the work or services covered by this Contract shall be subcontracted without the priorwritten approval of the Owner. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability. The Consultant shall not assign any interest on this Contract, and shall not transfer anyinterest in the same (whether by assignment or invitation), without the prior written consent of the Owner thereto. Provided, however, that the claims for money by the Consultant from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval.

Written notice of any such assignment or transfer shall be furnished promptly to the Owner.

Reports and Information. The Consultant, at such times and in such forms as the Owner may require,shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Owner to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Owner or any authorized representative, and will be retained for five years after the expiration of this Contract unless permission to destroy them is granted by the Owner.

Findings Confidential. All of the reports, information, date, etc. prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be madeavailable to any individual or organization without the prior written approval of the Owner.

Copyright. No report, maps, or other documents produced in whole or in part under this Contract shallbe the subject of an application for copyright by or on behalf of the Consultant.

Compliance with Local Laws. The Consultant shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Consultant shall save the Owner harmless with respect to any damages arising from any tort done in performing any of the work embraced by thisContract.

Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees asfollows:

> The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer;recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this non-discrimination clause.
>
> The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employmentwithout regard to race, creed, color, national origin, religion, or sex.
>
> The Consultant will cause the foregoing provisions to be inserted in all subcontracts for anywork covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
>
> The Consultant will comply with all provisions of Executive Order 11246 of September 24,1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
>
> The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of

the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Owner andthe Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Consultant's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled,terminated, or suspended in whole or in part, and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, ororder of the Secretary of Labor, or as otherwise provided by law.

The Consultant will include the provisions of paragraphs (a) through (g) in every subcontract orpurchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204, Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Owner, the Consultant may request the United States Government to enter into such litigation to protect the interests of the United States.

Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds ofrace, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Section 109(a) of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program oractivity funded in whole or in part with funds made available under this title.

Section 503 of the Rehabilitation Act of 1973, as amended, provides for the nondiscrimination incontractor employment. All recipients of Federal funds must certify to the following through all contracts issued.

Affirmative Action for Handicapped Workers.

The consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The consultant agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for trainingincluding apprenticeship.

The consultant agrees to comply with the rules, regulations, and relevant orders of theSecretary of Labor issued pursuant to the Act.

In the event of the consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant ordersof the Secretary of Labor issued pursuant to the Act.

The consultant agrees to post in conspicuous places, available to employees and applicants foremployment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the consultant's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

The consultant will notify each labor union or representative of workers, if applicable, with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentallyhandicapped individuals.

The consultant will include the provisions of this clause in every subcontract, if applicable, or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The consultant will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal

Contract CompliancePrograms may direct to enforce such provisions, including action for noncompliance.

16. Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program oractivity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

17. Age Discrimination Act of 1975. No person in the United States, on the basis of age, shall be excludedfrom participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

18. Authorized Employees. Consultant covenants that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

19. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect,in this Contract, and the Consultant shall take appropriate steps to assure compliance.

20. Interest of Other Local Public Officials. No member of the governing body of the locality and no otherpublic official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect,in this Contract, and the Consultant shall take appropriate steps to assure compliance.

Interest of Consultant and Employees. The Consultant covenants that he/she presently has no interestand shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

Unallowable Costs. The Consultant agrees to repay Owner for any administrative or project delivery costs subsequently deemed unallowable under the cost principles found in 2 CFR 200, or 24 CFR 570.

Suspension and Debarment.
The Consultant certifies that, neither the Consultant firm nor any owner, partner, director, officer, or principal of the Consultant, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); 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;

(c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

The Consultant further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency

Unauthorized Use of Product. The City agrees that it will not sell, trade, share, or otherwise provide documents produced by the contractor as part of this contract to any other organization or individual without first receiving written permission from the Contractor to take such action.

Hold Harmless. The City warrants and agrees that all data and information provided to the Contractor in conjunction with the grant, and in conjunction with the Contractor's performance of its obligations hereunder, is true and correct, and the Contractor, its agents, and representatives and the agency herein above described may rely upon its accuracy for purposes of processing the grant or loan application and throughout the completion of the project. The City acknowledges that the decision to proceed with the application and the technical assistance and services to be provided under this agreement have been the sole and exclusive decision of the City, and the City releases the Contractor and its employees and representatives from all liability or claims of liability in the event of revocation thereof.

Waiver of Subrogation. Each party agrees that with respect to any losses covered by or required to be covered by insurance under the terms of this Agreement, each party hereby waives and releases the other, its officers, directors, employees and agents, from any and all claims and liability or responsibility with respect to such losses, including losses arising out of the inability to conduct business. Each party further agrees that its insurance companies shall have no right of subrogation against the other due to this release. The parties agree to have their respective insurance carriers waive any right to subrogation that such companies may have so long as the insurance is not invalidated thereby.

STANDARD FORM OF AGREEMENT BETWEEN OWNER & CONSULTANT FOR PROFESSIONAL ADMINISTRATIVE SERVICES

This is an agreement made as of August 28 20 26, between City of Lincoln (owner) and TEC Services Consulting, Inc. (consultant). The owner intends to perform a community development project, and the owner and consultant in consideration of their mutual covenants herein agree in respect of the performance of program administration and activity delivery by consultant and the payment for those services by owner as set forthbelow. Consultant shall provide program administration and activity delivery for owner in all phases of the project to which this agreement applies, serve as the owner's representative for the project as set forth below, and shallprovide professional consultation of services hereunder.

Section 1 – Basic Services for Consultant

The consultant shall perform program administration and activity delivery as hereinafter stated that include the administration of the owner's Community Development Block Grant Program,

Project # TBD. The specific services of the consultant are indicated in Exhibit A, "Scope of Services."

Section 2 – Owner's Responsibilities

The owner shall:

Provide all criteria and full information as to owner's requirements for the project, and furnish copiesof all documents related to the project.

Assist consultant by placing at his/her disposal all available information pertinent to the project,including previous reports and any other data relative to the project.

Give prompt written notice to consultant whenever owner observes or otherwise becomes aware ofany development that affects the scope of timing of the consultant's services.

Bear all costs incidental to compliance with the requirements of Section 2.

Section 3 – Period of Service

The provisions of this Section 3 and the rates of compensation for the consultant's services providedfor elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion.

The consultant agrees to complete the project by the ending date identified in the owner's "GrantAgreement" with the Illinois Department of Commerce and Economic Opportunity for the Community Development Block Grant Program from which part of the project has been financed.

If the owner has requested significant modifications or changes in the extent of the project, the timeof performance of consultant's services and his/her rates of compensation shall be adjusted appropriately.

Section 4 – Payments to Consultant

The maximum amount the owner shall pay the consultant for performance of this agreement shall notexceed $ 40,000. Compensation will be based on an actual and incurred cost basis documented in a manner acceptable by the owner.

Consultant will invoice on separate lines for the tasks included in the scope of work that are identified as "Administrative tasks for costs that are subject to the cap (Program Administration Costs)" and "Administrative tasks for costs that are not

subject to the cap (Activity Delivery Costs)".
The amount of reimbursement to be paid in this contract shall be contingent upon and in accordance with the amounts as indicated in the Illinois Department of Commerce and Economic Opportunity Community Development Block Grant funding approval. In the event that funds are not awarded to the owner by the CDBG program, this agreement shall be terminated.

Section 5 – General Considerations

The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform inaccordance with the terms hereof through no fault of the terminating party.

The consultant shall comply with all applicable rules, regulations, laws, and requirements in relation tothe Community Development Block Grant Program as distributed by the Illinois Department of Commerce and Economic Opportunity

The owner and consultant each binds himself/herself and his/her partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party,in respect to all covenants, agreements, and obligations to this agreement.

Neither owner nor consultant shall assign, sublet, or transfer any rights under or interest in (including,but without limitation, monies that may become due or monies that are due) this Agreement withoutthe written consent of the other, except as stated in paragraph 5.3 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to or assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent consultant from employing such independent consultants, associates, and subcontractors as he/she may deem appropriate to assist him/her in the performance of service hereunder.

Section 6 – Special Provisions and Exhibits

The following exhibits are attached to and made a part of this Agreement.

Exhibit A, "Scope of Services," and
'Terms and Conditions

This Agreement, together with the exhibits identified above, constitute the entire agreement between the owner and consultant and supersede all priorwritten or oral understandings. This agreement and said exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

In witness whereof, the parties hereto have made and executed this Agreement as of the day and year firstabove written.

Owner:	Consultant:
Tracy Welch	Greg Sutton
Mayor, City of Lincoln, Illinois	TEC Services Consulting, Inc.

PROFESSIONAL SERVICES AGREEMENT (CONTINUED)
EXHIBIT A – SCOPE OF SERVICE

The consultant shall complete, in a professional and timely manner, the following services relative to theowner's Community Development Block Grant Program. Such actions shall be performed in a manner prescribed by the Illinois Department of Commerce and Economic Opportunity.

Administrative tasks for costs that are subject to the cap (Program Administration Costs)

a. Financial Management (accounting, file maintenance, cost documentation, federal grant guidelines conformance, RFF preparation, oversee CDBG budget/project amendments, and related matters);
b. Labor Standards Compliance – including wage rate requests for bidders; review of weekly payrolls; wage restitution, if necessary; Employee interviews;
c. Civil Rights Compliance – including language in contracts; Fair Housing activities; publication costs; material costs; Analysis of Impediments activities;
d. Oversight of procurement documents for professional and construction contracts and a recommendation regarding successful proposals or bids;
e. Assistance in the procurement of auditing services, if necessary;
f. Establishing and maintaining contact with appropriate state and/or federal agencies concerning required reports and other information concerning the project;
g. Dissemination of information concerning the grant project to the public and press on behalf of the City;
h. Completion of close-out forms and required performance reports;
i. Provide administrative oversight concerning procedures required by the Uniform Acquisitions Act in relation to the acquisition of property, including specific tasks related to easements;
j. Signing, countersigning, and approving for issuance all checks prepared by delivery;
k. Review and approval of all financial documentation related to the Contractor (administering firm);
l. Assistance with procurement of auditing services, if payment is required; and
m. Performance of scope of work items as identified in the funding proposal.
n. Any other duty as outlined within the proposal narrative.

The City, or its subgrantee, will be responsible for the following tasks or actions regarding administration of the grant:

a. Signing, countersigning, and approving for issuance all checks prepared by delivery;

b. Review and approval of all financial documentation related to the Contractor (administering firm);

c. Payment of auditing services, if payment is required;

d. Payment of all required newspaper notices;

e. Payment of such document recording fees as are required; and

f. Performance of scope of work items as identified in the funding proposal.

<u>Administrative tasks for costs that are not subject to the cap (Activity Delivery Costs)</u>

a. Environmental Review – including publications and related costs; Assessment; SHPO; Completion of entire Environmental Review Record;
b. Development of program policies and procedures necessary to implement program;
c. Completing work write-ups;
d. Public Participation Requirements (owner to pay for public notices);
e. Duplication of benefits review and analysis;
f. Equipment and supplies necessary for carrying out eligible activity
g. Applicant intake/eligibility screening for a specific program that does not result in eligible project or beneficiary
h. Travel costs incurred specifically for carrying out eligible project activities (i.e. site visits to check work progress and final inspections of completed work).

CONTRACT FOR PROFESSIONAL SERVICES TERMS AND CONDITIONS

Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In suchevent, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Contract shall, at the option of the Owner, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Consultant, and the Owner may withhold any payments to the Consultant for the purpose of set-off until such timeas the exact amount of damages due the Owner from the Consultant is determined.

2. Termination for Convenience of the Owner. The Owner may terminate this Contract at any time by giving at least thirty (30) days notice in writing to the Consultant. If the Contract is terminated by the Owner as provided herein, the Consultant will be paid for the time provided and expenses incurred upto the termination date. If this Contract is terminated due to the fault of the Consultant, Paragraph 1 hereof relative to termination shall apply.

3. Changes. The Owner may, from time to time, request changes in the scope of the services of theConsultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between theOwner and the Consultant, shall be incorporated in written amendments to this Contract.

4. Personnel.

    a. The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this Contract. Such personnel shall not beemployees of or have any contractual relationship with the Owner.

    b. All of the services required hereunder will be performed by the Consultant or under his/hersupervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

    c. None of the work or services covered by this Contract shall be subcontracted without the priorwritten approval of the Owner. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability. The Consultant shall not assign any interest on this Contract, and shall not transfer anyinterest in the same (whether by assignment or invitation), without the prior written consent of the Owner thereto. Provided, however, that the claims for money by the Consultant from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval.

Written notice of any such assignment or transfer shall be furnished promptly to the Owner.

Reports and Information. The Consultant, at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Owner to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Owner or any authorized representative, and will be retained for five years after the expiration of this Contract unless permission to destroy them is granted by the Owner.

Findings Confidential. All of the reports, information, date, etc. prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be madeavailable to any individual or organization without the prior written approval of the Owner.

Copyright. No report, maps, or other documents produced in whole or in part under this Contract shallbe the subject of an application for copyright by or on behalf of the Consultant.

Compliance with Local Laws. The Consultant shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Consultant shall save the Owner harmless with respect to any damages arising from any tort done in performing any of the work embraced by thisContract.

Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees asfollows:

> The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer;recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this non-discrimination clause.
>
> The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employmentwithout regard to race, creed, color, national origin, religion, or sex.
>
> The Consultant will cause the foregoing provisions to be inserted in all subcontracts for anywork covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
>
> The Consultant will comply with all provisions of Executive Order 11246 of September 24,1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
>
> The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of

the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Owner andthe Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Consultant's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled,terminated, or suspended in whole or in part, and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, ororder of the Secretary of Labor, or as otherwise provided by law.

The Consultant will include the provisions of paragraphs (a) through (g) in every subcontract orpurchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204, Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Owner, the Consultant may request the United States Government to enter into such litigation to protect the interests of the United States.

Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds ofrace, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Section 109(a) of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program oractivity funded in whole or in part with funds made available under this title.

Section 503 of the Rehabilitation Act of 1973, as amended, provides for the nondiscrimination incontractor employment. All recipients of Federal funds must certify to the following through all contracts issued.

Affirmative Action for Handicapped Workers.

The consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The consultant agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for trainingincluding apprenticeship.

The consultant agrees to comply with the rules, regulations, and relevant orders of theSecretary of Labor issued pursuant to the Act.

In the event of the consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant ordersof the Secretary of Labor issued pursuant to the Act.

The consultant agrees to post in conspicuous places, available to employees and applicants foremployment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the consultant's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

The consultant will notify each labor union or representative of workers, if applicable, with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentallyhandicapped individuals.

The consultant will include the provisions of this clause in every subcontract, if applicable, or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The consultant will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal

Contract CompliancePrograms may direct to enforce such provisions, including action for noncompliance.

16. Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program oractivity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

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THE CITY OF LINCOLN

Date Received 9/14/26

REQUEST TO PERMIT EVENT WITH STREET CLOSURE

Must Have Council Approval

Date(s) of Event: 10/31/26 **A copy of this form must be available at the Event!**

Please describe below your request for use of City Property.

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

Halloween Street Closure

Location of Event Property: (Address Utilized Space) 145 10th St Lincoln Il

Items occupying street space utilized: X

Date(s) and time(s) for usage of Property: 10/31/26 4-8 Pm

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

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

If closed, which streets and blocks? 10th St → Mundy

Closed from 4 a.m./p.m. until 8 a.m./p.m. (circle a.m. or p.m.)

If different times on different days, please specify.

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

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

Business/Organization/Sponsor Name:

Contact Name: Donn Jan Sielaff Email:

Address: 145 10th St Lincoln Signature:

Phone: Business: Cell: 217-737-3210

APPROVED: (signatures)

Police Department: Joseph H. Meister Jr.

Fire Department:

Street Department: Walt Landers

Mayor:

Vote: **Council Approval** ____Yeahs ____Nays

Date:

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

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

City Clerks Office
Lincoln, Illinois

SEP 14 2026

RECEIVED

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/14/2026

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 have ADDITIONAL INSURED provisions or 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
Moriearty Insurance Services
617 KEOKUK ST
LINCOLN IL 62656-2173

CONTACT NAME: Kyle Przykopanski
PHONE (A/C, No, Ext): (217) 732-7341
FAX (A/C, No): (217) 732-9340
E-MAIL ADDRESS: kyle@dpcminsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Auto Owners Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Janice & Don Sielaff
145 10th St
Lincoln IL 62656-1559

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Personal Liability			44 674 303 00	09/18/2026	09/18/2027	Each Occurrence	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of personal liability for the residence located at 145 10th St, Lincoln, IL 62656

CERTIFICATE HOLDER
City of Lincoln
700 Broadway St
Lincoln IL 62656

CANCELLATION
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
Lindsay B Volle

City Clerks Office
Lincoln, Illinois

SEP 21 2026

RECEIVED

THE CITY OF LINCOLN **Date Received**__________

REQUEST TO PERMIT: EVENT WITH STREET CLOSURE

Must Have Council Approval

A copy of this form must be available at the Event!

Date(s) of Event: Friday November 27, 2026

Please describe below your request for use of City Property.
(including participating merchants, vendors, exhibitors, and units, etc.)
Tree lighting ceremony for the Downtown Winter Wonderland Annual Event - In order to provide a safe area for attendees to walk about, we would ask to close this one block for no more than 1 hour while the tree lighting event happens.

Location of Event Property: (Address Utilized Space) Logan Co Courthouse Lawn
Items occupying street space utilized: __________
Are licenses needed, if yes, please attach or email no

Street Closures and Parking **(Please attach or email map or sketch of all closures)**
If closed, which streets and blocks?

~~100 block of South Kickapoo~~

Times of street closure: from 5;00 pm until 6:00pm
If different times on different days, please specify: __________
Does this street normally have access to a permitted parking lot? Specify:
no
Picnic tables needed, if yes, how many: no

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

Business/Organization/Sponsor Name: Kathie Williams
Contact Name: Kathie Williams Email: lincolnwinterwonderland@
Address: 115 S Kickapoo St Signature: Kathie Williams
Phone: Business: 217-737-1634 Cell: 217-706-6881

APPROVED: (signatures)
Police Department: Joseph H. Meister
Fire Department: __________
Street Department: __________
Mayor: __________
Vote: **Council Approval** ____ **Yeas** ____ **Nays**
Date: __________

As soon as all signatures are obtained, you will be contacted at the phone number you provided.
All required documents may be attached to this application or emailed to pbateman@lincolnil.gov

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

11/1/2025

To:	Mayor Welch and Aldermen of the City of Lincoln
From:	Chris Whitfield, City Engineer through Crawford, Murphy & Tilly, Inc.
CC:	Walt Landers, Street Superintendent
Date:	September 24, 2026
Subject:	Clinton St. and Walnut S. Resurfacing Construction Bid Award

Background

As coordinated with Walt Landers, City of Lincoln Street Superintendent, and as further directed by the City Council, CMT produced bidding documents for the Clinton St. and Walnut St. resurfacing project. Construction is expected to start in early Spring 2027 and continue for two months. The project will use Motor Fuel Tax Funds for construction and Local Funds for construction observation. CMT had IDOT advertise the project on their September 10th Contractor's Bulletin for a bid opening on September 23, 2026.

Tremont Street Reconstruction Bid Results

The City received five bids:

- PH Broughton & Sons $483,169.17
- Truman L. Flatt & Sons $486,078.48
- United Contractors Midwest $514,493.59

CMT's engineers estimate of probable cost is $501,053.00
CMT's recommendation is to accept the low bid from PH Broughton & Sons.

Fiscal Impact: Within MFT budget for FY26-27.

COW Recommendation

1. Award the Clinton St. and Walnut St. resurfacing contract to PH Broughton & Sons for a total not to exceed amount of $483,169.17 and place this on the October 5th, 2026, Regular City Council Meeting agenda.

Tabulation of Bids

Local Public Agency	County	Section Number	Letting Date
City of Lincoln	Logan	26-00099-00-RS	09/23/26

Approved Engineer's Estimate: $501,053.00

Attended By (IDOT Representative(s)): Chris Whitfield, Walt Landers, Peggy Bateman, Robert Mosher

Bidder's Name	P.H. Broughton and Sons, Inc	Truman L. Flatt & Sons Co. Inc	Illinois Valley Paving, a division of UCM, Inc.
Bidder's Address	905 N Lincoln Ave	2300 N 16th Street	3151 Robbins Road
City, State, Zip	Springfield IL 62702	Springfield IL 62702	Springfield IL 62704
Proposal Guarantee	Bid Bond	Bid Bond	Bid Bond
Terms			

Item No.	Item	Delivery	Unit	Quantity	Approved Engineer's Estimate Unit Price	Approved Engineer's Estimate Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
40600290	BIT. MAT. TACK COAT		POUND	5489	$1.0000	$5,489.00	$0.7500	$4,116.75	$0.6800	$3,732.52	$0.9000	$4,940.10
40600370	LONG. JOINT SEALANT		FOOT	2928	$7.0000	$20,496.00	$8.6000	$25,180.80	$7.6400	$22,369.92	$6.6100	$19,354.08
40604150	POLY. HMA SURFACE		TON	1366	$160.0000	$218,560.00	$164.9900	$225,376.34	$148.0900	$202,290.94	$169.2700	$231,222.82
42400100	PCC SIDEWALK 4 INCH		SQ FT	2444	$13.0000	$31,772.00	$15.5100	$37,906.44	$28.0700	$68,603.08	$23.1000	$56,456.40
42400800	DETECTABLE WARNINGS		SQ FT	199	$40.0000	$7,960.00	$54.9400	$10,933.06	$47.0800	$9,368.92	$50.4000	$10,029.60
44000155	HMA SURFACE REMOVAL		SQ YD	12198	$6.0000	$73,188.00	$5.2500	$64,039.50	$3.7000	$45,132.60	$5.3200	$64,893.36
44000500	COMB. C&G REMOVAL		FOOT	358	$14.0000	$5,012.00	$14.7100	$5,266.18	$42.3700	$15,168.46	$22.0500	$7,893.90
44000600	SIDEWALK REMOVAL		SQ FT	2527	$3.0000	$7,581.00	$3.4600	$8,743.42	$4.6100	$11,649.47	$3.1500	$7,960.05
60255500	MANHOLES TO BE ADJUST		EACH	13	$2,000.0000	$26,000.00	$1,207.8200	$15,701.66	$1,308.3000	$17,007.90	$1,776.5900	$23,095.67
60260100	INLETS TO BE ADJUSTED		EACH	2	$2,000.0000	$4,000.00	$1,072.1200	$2,144.24	$1,283.9500	$2,567.90	$1,286.2500	$2,572.50
60603800	COMB. CON. C&G,TY B6.12		FOOT	358	$50.0000	$17,900.00	$106.2400	$38,033.92	$136.2200	$48,766.76	$96.6000	$34,582.80
67100100	MOBILIZATION		L SUM	1	$30,000.000	$30,000.00	$13,709.120	$13,709.12	$8,688.7300	$8,688.73	$17,478.000	$17,478.00
78009000	MOD UR PVMT MRK L&S		SQ FT	137	$25.0000	$3,425.00	$7.8100	$1,069.97	$7.9800	$1,093.26	$7.6100	$1,042.57
78009004	MOD UR PVMT MRK LINE 4		FOOT	882	$3.0000	$2,646.00	$2.6100	$2,302.02	$2.6600	$2,346.12	$2.5400	$2,240.28
78009006	MOD UR PVMT MRK LINE 6		FOOT	1296	$8.0000	$10,368.00	$3.9100	$5,067.36	$3.9900	$5,171.04	$3.8100	$4,937.76
78009012	MOD UR PVMT MRK LINE 1		FOOT	1284	$12.0000	$15,408.00	$7.8100	$10,028.04	$7.9800	$10,246.32	$7.6100	$9,771.24
78009024	MOD UR PVMT MRK LINE 2		FOOT	328	$16.0000	$5,248.00	$15.6200	$5,123.36	$15.9500	$5,231.60	$15.2300	$4,995.44

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
X7010216	TRAFFIC CON & PRO (SP)		L SUM	1	$8,000.0000	$8,000.00	$3,820.3500	$3,820.35	$2,801.2200	$2,801.22	$8,769.9400	$8,769.94
Z0013798	CONSTRUCTION LAYOUT		L SUM	1	$8,000.0000	$8,000.00	$4,606.6400	$4,606.64	$3,841.7200	$3,841.72	$2,257.0800	$2,257.08
					Total Bid:	As Read:						
						As Calculated:		$483,169.17		$486,078.48		$514,493.59
						% Over/Under:		(3.57)%		(2.99)%		2.68 %

Bret Tripplett Heating & Cooling, LLC

801 Broadway St.
Lincoln, IL 62656
217-651-8683
btripplett@comcast.net

Proposal

Proposal Submitted To: City of Lincoln Municipal Services Building	**Today's Date:** September 21, 2026
Phone #: 217-732-4655	**E-mail:** N/A
Address: 313 Limit St. Lincoln, IL 62656	**Job Name/Location:** Replace Boilers

We propose hereby to furnish material and labor necessary for the completion of:

Installation of three (3) Navien 199,000 BTU/hr, 95% AFUE, fully modulating, on-demand condensing boilers. The boilers will be installed in a cascade configuration and staged to provide efficient operation based on system demand. Installation will be completed in accordance with manufacturer requirements, applicable local building codes, and ASME standards.

The existing designated boilers will be disconnected, drained, removed, and disposed of off-site in accordance with applicable regulations. The new boilers will be installed using a commercial-grade mounting system and piped into the existing hydronic heating system. Primary/secondary hydronic piping will be reconfigured as required to accommodate the new multi-boiler cascade arrangement. Existing expansion tanks will be reused. A new backflow preventer and pressure-reducing valve will be furnished and installed.

New wet-rotor, sealed-cartridge, maintenance-free circulating pumps suitable for hydronic service will be furnished and installed.

The new boilers' cascade communication/control system will be integrated with the existing building/master heating controls. Existing controls will continue to provide system control where applicable.

Each boiler will be vented directly outdoors using new Schedule 40 PVC piping for both combustion-air intake and exhaust, installed in accordance with manufacturer requirements for equivalent lengths and all applicable clearances.

Condensate from each boiler will be routed through a dedicated condensate neutralizer kit and discharged through PVC piping to an approved nearby gravity drain.

The hydronic system will be flushed and cleaned, and the system fill water will be tested. The entire hydronic system will then be chemically treated with Fernox Protector to protect against scale and corrosion.

We will obtain all required mechanical, plumbing, and electrical permits and coordinate required municipal inspections. Upon completion, the boiler system will receive a full startup and commissioning, including combustion analysis and verification of applicable safety limits, including low-water cutoffs and high limits. A written copy of the combustion analysis/report will be provided to the city.

The new Navien boilers will come with a 3 year parts, 10 year heat exchanger, and 1 year labor warranty.

Existing System Conditions: This proposal is based on the existing controls and heating system being operational and suitable for connection to the new boilers. Any repairs, modifications, or replacement of existing system components found necessary beyond the work specifically described above will be discussed and quoted separately before additional work is performed.

We propose hereby to furnish material and labor - complete in accordance with above specifications for the sum of:

Forty thousand twenty dollars and 00/100 dollars ($40,020.00)

Payment as follows: 100% upon job completion

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon accidents or delays beyond our control.

Authorized Signature: ______________________

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal: The above prices, specifications, and specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature:______________________ **Date:**______________________

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/21/2026

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 have ADDITIONAL INSURED provisions or 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
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER
PHONE (A/C, No, Ext): 888-333-4949 | FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
BRET TRIPPLETT HEATING & COOLING, LLC
801 BROADWAY ST
LINCOLN, IL 62656-2800

COVERAGES CERTIFICATE NUMBER: 35 REVISION NUMBER: 0

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY; PRO-JECT; LOC; OTHER:	N	N	1824209	01/01/2026	01/01/2027	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	EXCLUDED
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS & COMP/OP AGG	$2,000,000
A	AUTOMOBILE LIABILITY; X ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; HIRED AUTOS ONLY; NON-OWNED AUTOS ONLY	N	N	1824209	01/01/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per Person)	
							BODILY INJURY (Per Accident)	
							PROPERTY DAMAGE (Per Accident)	
A	X UMBRELLA LIAB; X OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; RETENTION	N	N	1824220	01/01/2026	01/01/2027	EACH OCCURRENCE	$1,000,000
							AGGREGATE	$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	1824214	01/01/2026	01/01/2027	X PER STATUTE / OTHER	
							E.L. EACH ACCIDENT	$500,000
							E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITY OF LINCOLN
700 BROADWAY ST
P O BOX 509
LINCOLN, IL 62656-2856

35 0

CANCELLATION

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

Nicholas R. Loever