

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF DUPO, ILLINOIS AND THE PRAIRIE DuPONT LEVEE DISTRICT**

WHEREAS, the Village of Dupo, St. Clair County, Illinois (“Village”), is a duly created, organized and validly existing municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois, including particularly the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto; and

WHEREAS, a duly noticed public meeting was held in the Village of Dupo, Illinois at the Dupo Village Hall, 107 N. Second Street, on April 20, 2020, at 7:00 p.m., before the Village Board of Dupo; and

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) units of local government and public agencies may contract and associate among themselves to exercise, combine or transfer any power or function in any manner not prohibited by law; and

WHEREAS, the Village desires to remove/demolish certain dilapidated structures on certain properties owned by the Village and the removal of such will aid in the control of flooding, as well as aid in the control of storm water in both the Village’s municipal limits and Prairie DuPont Levee District’s (“District”) jurisdictional limits; and

WHEREAS, the District is agreeable to provide certain equipment and operators and/or drivers to assist in the demolition of structures upon the Village’s properties which will aid in the District’s control of flood and storm water in its jurisdiction; and

WHEREAS, the Village and the District desire to enter into an Intergovernmental Agreement, set forth in that form attached hereto as **Exhibit A** to accomplish this mutual benefit; and

WHEREAS, the Mayor and the Board of Trustees (“Corporate Authorities”) of the Village of Dupo, Illinois, after review of the Intergovernmental Agreement (**Exhibit A**), have determined that entering into the Intergovernmental Agreement is in the best interests of the Village and its citizens; and

WHEREAS, the Corporate Authorities of the Village hereby find that it is necessary, advisable and in the best interests of the Village and its citizens to authorize the entering into the Intergovernmental Agreement (**Exhibit A**) by the Mayor on behalf of the Village of Dupo, Illinois.


NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE BOARD OF THE VILLAGE OF DUPO, ST. CLAIR COUNTY, ILLINOIS, AS FOLLOWS:

1. That the foregoing recitals are hereby incorporated herein as findings of the Mayor and Board of Trustees of the Village.
2. That the Corporate Authorities hereby approve of the Intergovernmental Agreement in that form contained in **Exhibit A** attached hereto and authorize the Village to enter into the Intergovernmental Agreement.
3. That the Mayor of the Village of Dupou, Illinois, on behalf of the Village, and the Village Clerk to seal, if necessary, shall execute the Intergovernmental Agreement (**Exhibit A**) and such other documents necessary for the entering into said agreement.
4. That the Mayor and Village Clerk of the Village of Dupou, Illinois are authorized to provide any such additional information and take such additional action as may be required to accomplish the Intergovernmental Agreement.

ADOPTED AND APPROVED this 20TH day of April 2020 by the Village Mayor and the Village Board of Trustees of the Village of Dupou, St. Clair County, Illinois, and deposited and filed in the office of the Village Clerk in said Village on that date.

<u>Trustees</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Chris Ragsdale	X	---	---	---
Ben Kenner	X	---	---	---
James Smith	X	---	---	---
Joe Basinski	---	---	---	X
Ken Phillips	X	---	---	---
Kerry Foster	X	---	---	---

PASSED AND APPROVED by the Mayor of the Village of Dupou, Illinois this 20th day of April 2020.



 Jerry Wilson, Mayor
 Village of Dupou, Illinois

ATTEST:


 MARK NADLER, VILLAGE CLERK

(SEAL)

EXHIBIT A

AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF DUPO, ILLINOIS AND THE PRAIRIE DuPONT LEVEE DISTRICT PERTAINING TO THE DEMOLITION OF CERTAIN STRUCTURES

This Intergovernmental Agreement (“Agreement”) is made and entered into this ____ day of _____, 2020 (“Effective Date”), by and between the VILLAGE OF DUPO, ILLINOIS, a municipal corporation of the State of Illinois (hereinafter “VILLAGE”) and the PRAIRIE DuPONT LEVEE DISTRICT, a unit of local government of the State of Illinois, (hereinafter the “DISTRICT”), and sometimes hereinafter collectively referred to as the “PARTIES”.

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, 5 ILCS 220/1, *et seq.*, entitled the “Intergovernmental Cooperation Act,” provides that any power or powers, privileges, or authority exercised or that may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, 5 ILCS 220/5 provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or undertaking that any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the VILLAGE and the DISTRICT are both units of local governments under the Illinois Constitution of 1970 and are public agencies as defined by the Intergovernmental Cooperation Act (5 ILCS 220/2); and

WHEREAS, the PARTIES’ respective jurisdictional boundaries overlap; and

WHEREAS, the VILLAGE has within its municipal boundaries the following parcels of property: 827 Elizabeth Street, Dupo, IL (PPN: 06-16.0-303-008), 917 Elizabeth Street, Dupo, IL (PPN: 06-16.0-401-005), 920 Elizabeth Street, Dupo, IL (PPN: 06-16.0-402-001), 921 Elizabeth Street, Dupo, IL (PPN: 06-16.0-401-004), 328 N. Main Street, Dupo, IL (PPN: 06-21.0-217-001, 002, 003, & 004), and 1624 N. Main Street, Dupo, IL (PPN: 06-15.0-105-008) (collectively referred to herein as “PROPERTIES”) which are owned by the VILLAGE; and

WHEREAS, the PROPERTIES are also within the DISTRICT’S jurisdiction for flood and storm water control; and

EXHIBIT A

WHEREAS, the VILLAGE desires to remove the dilapidated structures on the PROPERTIES and the removal of such will aid in the control of flooding, as well as aid in the control of storm water in the PARTIES' respective jurisdictions; and

WHEREAS, the PARTIES have worked together in the past to control flood and storm water in their joint jurisdictional areas; and

WHEREAS, the PARTIES recognize that it is in their mutual interest to take actions that will abate, diminish, or aid in the control of flood and storm water in their joint jurisdictional areas; and

NOW WHEREFORE, for and in consideration of the mutual promises contained herein and upon the further consideration of the recitals set forth above, it is hereby mutually agreed by and between the VILLAGE and the DISTRICT, as follows:

Article I. Respective Duties:

- 1.1 The DISTRICT shall provide an excavator (or other piece of equipment) of sufficient size and capability, as well as a knowledgeable, responsible and capable operator or operators to operate the excavator (or other piece of equipment) to raise, demolish and level any structures on or upon the PROPERTIES; load any demolition debris or other debris into a dumpster/roll-off, dump truck, semi-trailer, or other similar device; and fill and level any void left by the raising and demolishing of any structure on the PROPERTIES. (Raising, demolishing and leveling any structure, loading debris, and filling and leveling any void is hereinafter referred to as "Demolition Process".) Any and all costs and expenses associated with the excavator (or other piece of equipment) and the operator(s) shall be the responsibility of the DISTRICT, unless specifically designated the responsibility of the VILLAGE below.
- 1.2 The DISTRICT shall provide a sufficient sized tractor-trailer and knowledgeable, responsible and capable driver to move and mobilize the excavator (or other piece of equipment) to the various PROPERTIES.
- 1.3 The VILLAGE shall pay the costs and expenses associated with having the excavator (or other piece of equipment) moved and mobilized from property to property.
- 1.4 The VILLAGE shall provide or pay for all necessary fuel for the excavator (or other piece of equipment) during the Demolition Process.
- 1.5 The VILLAGE shall provide and furnish any and all laborers that the VILLAGE deems necessary during the Demolition Process.
- 1.6 The VILLAGE shall at its cost and expense provide a dumpster/roll-off, dump truck, semi-trailer, or other similar type device to remove demolition debris and

EXHIBIT A

all other debris from the PROPERTIES. The VILLAGE may contract this service to a third-party.

- 1.7 The VILLAGE shall provide any necessary fill or dirt that it deems necessary to fill any void left by the Demolition Process, and such fill or dirt shall be leveled by the DISTRICT.
- 1.8 The VILLAGE will provide insurance coverage for the VILLAGE'S employees and equipment and for any damaged done by the DISTRICT'S employees during the Demolition Process.

Article II. Term:

- 2.1 This Agreement shall be in full force and effect for a period of 180 days from and after the Effective Date, or upon completion of the Demolition Process of the PROPERTIES.
- 2.2 This Agreement may be terminated, with or without cause, earlier than the term as provided in Section 2.1 above, by either party providing 21-day written notice to the other of termination.

Article III. Breach:

- 3.1 In the event that this Agreement is breached by either party, the other party may serve notice in writing of said breach whereupon the breaching party shall have five (5) days to cure the alleged breach, or such reasonable time as necessary in diligently proceeding to the cure such a breach. In the event the breaching party failed to cure the breach within the time described herein, the non-breaching party may either cause the breach to be cured at the breaching party's expense or terminate this Agreement upon written notice.

Article IV. Indemnification and Hold Harmless:

- 4.1 THE VILLAGE AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO SAVE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE DISTRICT AND ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, AND ATTORNEYS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, JUDGMENTS, COSTS, ATTORNEYS' FEES, DAMAGES, OR OTHER RELIEF ARISING OUT OF OR RESULTING FROM THE DISTRICT'S PERFORMANCE UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, EXCEPT TO THE EXTENT THAT ANY SUCH INJURY, DEATH OR DAMAGE IS CAUSED BY THE SOLE NEGLIGENCE, THE GROSS NEGLIGENCE, OR THE WILFUL AND WANTON ACTS OR OMISSIONS OF THE DISTRICT OR THE DISTRICT'S ELECTED AND APPOINTED OFFICIALS, OFFICERS, AGENTS, OR EMPLOYEES.

EXHIBIT A

Article V. Notice:

- 5.1 All notices required by this Agreement shall be delivered by U.S. Mail and facsimile to the respective parties at the addresses and fax numbers provided below:

VILLAGE:

Village of Dupo, Illinois
ATTN: Mayor Jerry Wilson
107 North Second Street
Dupo, IL 62239
Fax #: 618-286-5505

DISTRICT:

Prairie DuPont Levee District
ATTN: President Michael Sullivan
1327 Davis Street Ferry Road
East Carondelet, IL 62240
Fax #: _____

Article VI. Binding Effect and Effectiveness:

- 6.1 This Agreement shall be binding on and inure to the benefit of any successor entity that may assume the obligations of any party hereto.
- 6.2 This Agreement shall be in full force and effect upon approval by the PARTIES hereto in the manner provided by law and upon proper execution hereof, upon the Effective Date above.

Article VII. Validity and Severability:

- 7.1 The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable, and this Agreement may be enforced with that provision severed or modified by court order.

Article VIII. Modification/Amendments:

- 8.1 This Agreement may be modified/amended by the mutual agreement of the PARTIES hereto. Any modification/amendment must be in writing and signed by both PARTIES.

EXHIBIT A

Article IX. Jurisdiction and Venue:

- 9.1 This Agreement shall be interpreted and construed accordance with the laws of the State of Illinois. Venue for any action arising from this Agreement shall be in the 20th Judicial Circuit Court, St. Clair County, Illinois.

Article X. Complete Agreement:

- 10.1 This Agreement is intended to constitute a full and complete understanding between the Parties hereto pertaining to the subject matter hereof. All prior understandings and agreements between the Village and District regarding the subject matter hereof are hereby null and void.

Article XI. Rights of Third parties:

- 11.1 Nothing herein shall be construed to create any rights or duties to third-parties, it being the PARTIES' mutual intent that there be no third-party beneficiaries to this Agreement. Any allocation of costs, duties and responsibilities described herein is intended only as an allocation of administrative responsibilities between the VILLAGE and the DISTRICT to facilitate the most economical use of limited public resources and not as an enlargement or diminution of either party's underlying duties and obligations lying in statute or common law.

Article XII. Execution in Counterparts:

- 12.1 This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

Article XIII. Incorporation of Preambles:

- 13.1 The preambles hereto, as set forth above, are incorporated herein by reference and are made a part hereof.

Article XIV. District Employees:

- 14.1 The DISTRICT'S employees (i.e., operator(s) and driver(s)) shall remain the DISTRICT'S employees for whom the DISTRICT has sole authority, control, direction over and is responsible for, including but not limited to their wages, benefits, withholdings, and worker compensation claims. The DISTRICT shall be the sole responsible party for any injury, death, or damage (including but not limited to personal property damage) to its employees and DISTRICT property (including but not limited to excavator or other DISTRICT equipment or vehicles), except to the extent caused by the VILLAGE or the VILLAGE'S employee's negligence.

[Signatures to follow.]

EXHIBIT A

VILLAGE OF DUPO, ILLINOIS

ATTEST:

Jerry Wilson, Mayor

Mark Nadler, Village Clerk

[SEAL]

PRAIRIE DuPONT LEVEE DISTRICT

ATTEST:

Michael Sullivan, President

Penny Hoffstader, District Secretary

[SEAL]

[END OF DOCUMENT.]

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF DUPO, ILLINOIS AND
THE PRAIRIE DuPONT LEVEE DISTRICT
PERTAINING TO THE DEMOLITION OF CERTAIN STRUCTURES**

This Intergovernmental Agreement (“Agreement”) is made and entered into this ____ day of 20th Day APRIL, 2020 (“Effective Date”), by and between the VILLAGE OF DUPO, ILLINOIS, a municipal corporation of the State of Illinois (hereinafter “VILLAGE”) and the PRAIRIE DuPONT LEVEE DISTRICT, a unit of local government of the State of Illinois, (hereinafter the “DISTRICT”), and sometimes hereinafter collectively referred to as the “PARTIES”.

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, 5 ILCS 220/1, *et seq.*, entitled the “Intergovernmental Cooperation Act,” provides that any power or powers, privileges, or authority exercised or that may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, 5 ILCS 220/5 provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or undertaking that any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the VILLAGE and the DISTRICT are both units of local governments under the Illinois Constitution of 1970 and are public agencies as defined by the Intergovernmental Cooperation Act (5 ILCS 220/2); and

WHEREAS, the PARTIES’ respective jurisdictional boundaries overlap; and

WHEREAS, the VILLAGE has within its municipal boundaries the following parcels of property: 827 Elizabeth Street, Dupo, IL (PPN: 06-16.0-303-008), 917 Elizabeth Street, Dupo, IL (PPN: 06-16.0-401-005), 920 Elizabeth Street, Dupo, IL (PPN: 06-16.0-402-001), 921 Elizabeth Street, Dupo, IL (PPN: 06-16.0-401-004), 328 N. Main Street, Dupo, IL (PPN: 06-21.0-217-001, 002, 003, & 004), and 1624 N. Main Street, Dupo, IL (PPN: 06-15.0-105-008) (collectively referred to herein as “PROPERTIES”) which are owned by the VILLAGE; and

WHEREAS, the PROPERTIES are also within the DISTRICT’S jurisdiction for flood and storm water control; and

WHEREAS, the VILLAGE desires to remove the dilapidated structures on the PROPERTIES and the removal of such will aid in the control of flooding, as well as aid in the control of storm water in the PARTIES' respective jurisdictions; and

WHEREAS, the PARTIES have worked together in the past to control flood and storm water in their joint jurisdictional areas; and

WHEREAS, the PARTIES recognize that it is in their mutual interest to take actions that will abate, diminish, or aid in the control of flood and storm water in their joint jurisdictional areas; and

NOW WHEREFORE, for and inconsideration of the mutual promises contained herein and upon the further consideration of the recitals set forth above, it is hereby mutually agreed by and between the VILLAGE and the DISTRICT, as follows:

Article I. Respective Duties:

- 1.1 The DISTRICT shall provide an excavator (or other piece of equipment) of sufficient size and capability, as well as a knowledgeable, responsible and capable operator or operators to operate the excavator (or other piece of equipment) to raise, demolish and level any structures on or upon the PROPERTIES; load any demolition debris or other debris into a dumpster/roll-off, dump truck, semi-trailer, or other similar device; and fill and level any void left by the raising and demolishing of any structure on the PROPERTIES. (Raising, demolishing and leveling any structure, loading debris, and filling and leveling any void is hereinafter referred to as "Demolition Process".) Any and all costs and expenses associated with the excavator (or other piece of equipment) and the operator(s) shall be the responsibility of the DISTRICT, unless specifically designated the responsibility of the VILLAGE below.
- 1.2 The DISTRICT shall provide a sufficient sized tractor-trailer and knowledgeable, responsible and capable driver to move and mobilize the excavator (or other piece of equipment) to the various PROPERTIES.
- 1.3 The VILLAGE shall pay the costs and expenses associated with having the excavator (or other piece of equipment) moved and mobilized from property to property.
- 1.4 The VILLAGE shall provide or pay for all necessary fuel for the excavator (or other piece of equipment) during the Demolition Process.
- 1.5 The VILLAGE shall provide and furnish any and all laborers that the VILLAGE deems necessary during the Demolition Process.
- 1.6 The VILLAGE shall at its cost and expense provide a dumpster/roll-off, dump truck, semi-trailer, or other similar type device to remove demolition debris and

all other debris from the PROPERTIES. The VILLAGE may contract this service to a third-party.

- 1.7 The VILLAGE shall provide any necessary fill or dirt that it deems necessary to fill any void left by the Demolition Process, and such fill or dirt shall be leveled by the DISTRICT.
- 1.8 The VILLAGE will provide insurance coverage for the VILLAGE'S employees and equipment and for any damaged done by the DISTRICT'S employees during the Demolition Process.

Article II. Term:

- 2.1 This Agreement shall be in full force and effect for a period of 180 days from and after the Effective Date, or upon completion of the Demolition Process of the PROPERTIES.
- 2.2 This Agreement may be terminated, with or without cause, earlier than the term as provided in Section 2.1 above, by either party providing 21-day written notice to the other of termination.

Article III. Breach:

- 3.1 In the event that this Agreement is breached by either party, the other party may serve notice in writing of said breach whereupon the breaching party shall have five (5) days to cure the alleged breach, or such reasonable time as necessary in diligently proceeding to the cure such a breach. In the event the breaching party failed to cure the breach within the time described herein, the non-breaching party may either cause the breach to be cured at the breaching party's expense or terminate this Agreement upon written notice.

Article IV. Indemnification and Hold Harmless:

- 4.1 THE VILLAGE AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO SAVE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE DISTRICT AND ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, AND ATTORNEYS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, JUDGMENTS, COSTS, ATTORNEYS' FEES, DAMAGES, OR OTHER RELIEF ARISING OUT OF OR RESULTING FROM THE DISTRICT'S PERFORMANCE UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, EXCEPT TO THE EXTENT THAT ANY SUCH INJURY, DEATH OR DAMAGE IS CAUSED BY THE SOLE NEGLIGENCE, THE GROSS NEGLIGENCE, OR THE WILFUL AND WANTON ACTS OR OMISSIONS OF THE DISTRICT OR THE DISTRICT'S ELECTED AND APPOINTED OFFICIALS, OFFICERS, AGENTS, OR EMPLOYEES.

Article V. Notice:

- 5.1 All notices required by this Agreement shall be delivered by U.S. Mail and facsimile to the respective parties at the addresses and fax numbers provided below:

VILLAGE:

Village of Dupo, Illinois
ATTN: Mayor Jerry Wilson
107 North Second Street
Dupo, IL 62239
Fax #: 618-286-5505

DISTRICT:

Prairie DuPont Levee District
ATTN: President Michael Sullivan
1327 Davis Street Ferry Road
East Carondelet, IL 62240
Fax #: _____

Article VI. Binding Effect and Effectiveness:

- 6.1 This Agreement shall be binding on and inure to the benefit of any successor entity that may assume the obligations of any party hereto.
- 6.2 This Agreement shall be in full force and effect upon approval by the PARTIES hereto in the manner provided by law and upon proper execution hereof, upon the Effective Date above.

Article VII. Validity and Severability:

- 7.1 The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable, and this Agreement may be enforced with that provision severed or modified by court order.

Article VIII. Modification/Amendments:

- 8.1 This Agreement may be modified/amended by the mutual agreement of the PARTIES hereto. Any modification/amendment must be in writing and signed by both PARTIES.

Article IX. Jurisdiction and Venue:

9.1 This Agreement shall be interpreted and construed accordance with the laws of the State of Illinois. Venue for any action arising from this Agreement shall be in the 20th Judicial Circuit Court, St. Clair County, Illinois.

Article X. Complete Agreement:

10.1 This Agreement is intended to constitute a full and complete understanding between the Parties hereto pertaining to the subject matter hereof. All prior understandings and agreements between the Village and District regarding the subject matter hereof are hereby null and void.

Article XI. Rights of Third parties:

11.1 Nothing herein shall be construed to create any rights or duties to third-parties, it being the PARTIES' mutual intent that there be no third-party beneficiaries to this Agreement. Any allocation of costs, duties and responsibilities described herein is intended only as an allocation of administrative responsibilities between the VILLAGE and the DISTRICT to facilitate the most economical use of limited public resources and not as an enlargement or diminution of either party's underlying duties and obligations lying in statute or common law.

Article XII. Execution in Counterparts:

12.1 This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

Article XIII. Incorporation of Preambles:

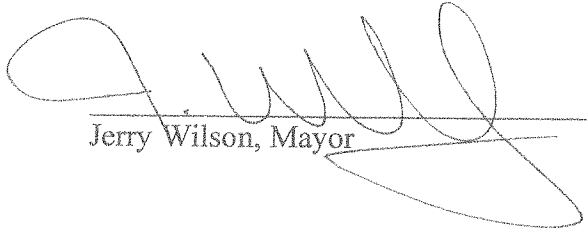
13.1 The preambles hereto, as set forth above, are incorporated herein by reference and are made a part hereof.

Article XIV. District Employees:

14.1 The DISTRICT'S employees (i.e., operator(s) and driver(s)) shall remain the DISTRICT'S employees for whom the DISTRICT has sole authority, control, direction over and is responsible for, including but not limited to their wages, benefits, withholdings, and worker compensation claims. The DISTRICT shall be the sole responsible party for any injury, death, or damage (including but not limited to personal property damage) to its employees and DISTRICT property (including but not limited to excavator or other DISTRICT equipment or vehicles), except to the extent caused by the VILLAGE or the VILLAGE'S employee's negligence.

[Signatures to follow.]

VILLAGE OF DUPO, ILLINOIS

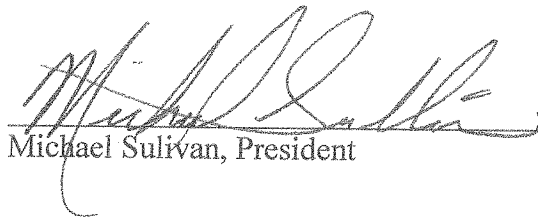

Jerry Wilson, Mayor

ATTEST:

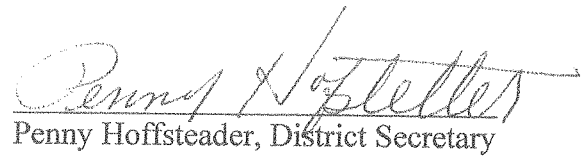

Mark Nadler, Village Clerk

[SEAL]

PRAIRIE DuPONT LEVEE DISTRICT


Michael Sullivan, President

ATTEST:


Penny Hoffstader, District Secretary

[SEAL]

[END OF DOCUMENT.]