

CITY OF LINCOLN
REGULAR CITY COUNCIL MEETING
AGENDA
NOVEMBER 20, 2017
CITY HALL COUNCIL CHAMBERS
7:00 PM

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Public Participation**

5. **Consent Agenda By Omnibus Vote**

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

A. Payment of Bills

B. Approval of revised minutes January 10, 2017 Committee of the Whole Meeting, November 6, 2017 Regular City Council Meeting

C. Approval of the Mayoral appointment of John Eckley to the Liquor Control Commission

D. Acknowledgment of the appointment of Nila Smith to the Logan County Tourism Bureau

E. Approval to solicit an R.F.P. for Municipal Electrical Aggregation

6. **Ordinances and Resolutions**

• A. Resolution of support for the 2018 Illinois Transportation Enhancement Program (ITEP) application

• B. Ordinance amending the City Code regarding Solid Waste

7. **Bids**

8. **Reports**

A. City Treasurer Report for October, 2017

B. City Clerks Report for October, 2017

C. Department Head Reports for October, 2017

9. **New Business/Communications**

A. Approval of Waste Collection Agreement between the City of Lincoln and Area Disposal Service, Inc.

B. Approval of the extension of agreement for Interim City Administrator Service with Gov. Temp U.S.A. through March 9, 2018

10. **Announcements**

11. **Possible Executive Session**

12. **Adjournment**

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

Minutes of the City of Lincoln City Council Committee of the Whole Meeting held in the Council Chambers on Tuesday, January 10, 2017.

Mayor Neitzel called the regular City Council Committee of the Whole Meeting to order at 7:00 p.m. There were seven Aldermen present (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Mourning, Alderman Parrott, and Alderman Welch) and one absent (Alderman Tibbs). Also present were Street Superintendent Mr. Landers, Fire Chief Miller, Waste Water Manager Mr. Ferguson, Deputy Building and Safety Officer Mrs. Ingram and Deputy Police Chief Vlahovich. Also present were Mayor Neitzel, City Administrator Mr. Johnson, City Treasurer Mr. Conzo, City Attorney Mr. Blinn Bates and City Clerk Mrs. Gehlbach.

Mayor Neitzel led the Pledge of Allegiance.

Public Participation:

There was no Public participation.

Route 66 Heritage Foundation of Logan County – The Mill Update:

Mr. Geoff Ladd was present to give an update on the Mill transformation. He said the updates for the restrooms were almost completed. The signage work is almost completed. They have some historical portions to be completed but they are on track for the April opening. The Mill accepts donations and they will be carrying The Mill and Route 66 information.

Police Department Design Update - FGM Architects:

Kevin Meyer, FGM Architects was present to update the City Council about the design for the building. The Aldermen were given packets with renderings of the preliminary site plan and building plan. They are looking at going out for bids in April, 2017.

5th Street Road Update - (Hanson Engineering) and (Crawford, Murphy and Tilly):

Julie Shipp, Hanson Engineering was present representing Hanson Engineering and Stan Hanson was present representing Crawford, Murphy and Tilly. She gave an overview and update on the 5th Street Road project. It is not going to be possible to close the railroad tracks, a variety of setbacks has hindered the process. IDOT requested a Project Design Report.

Mr. Steve Hanson with Crawford, Murphy and Tilly stated that CMT joined the project in June of 2015. They are coordinating the land acquisition and right of way services. The Federal Funds have various requirements and are still working on land acquisitions. Hanson and CMT have submitted a bill for \$80,460.00

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Resolution: Catholic Schools Week:

This will be placed on the Agenda for Tuesday, January 17, 2017.

2016 CIPP Program Final Payment Request:

The Sewer O & M have the funds to pay for this project that was authorized and completed. The original cost was over \$225,000.00 and the final cost was \$185,194.21. Wastewater Manager Mr. Ferguson said the final payment is \$17,327,23 for the CIPP sewer slip lining project. The project was completed last fall.

Pavement Management Assessment and Modeling System:

Gary Davis and Joe Adams were present to answer any questions the Council members might have. The PAVER program was developed by the Army Corps of Engineers and has become widely used by municipalities. The system is GIS compatible. This system would be implemented in three phases with a cost of \$43,918.00 and could be reduced by the use of city employees.

Other Discussion:

Mayor Neitzel requested to have on the agenda for January 17, 2017 for a Mayoral Appointment for the Historic Preservation Commission.

Executive Session:

There was no Executive Session.

Upcoming Meetings:

Council: Monday, January 17, 2017 – 7:00 p.m.

Committee of Whole: Tuesday, January 24, 2017 – 7:00 p.m.

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

The City of Lincoln Committee of the Whole Meeting adjourned at 8:45 p.m.

Respectfully submitted,

Risa Riggs
Recording Secretary

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Minutes of a regular City Council Meeting held in the Council Chambers of City Hall, Lincoln, IL, on Monday, November 6, 2017.

Mayor Goodman called the regular City Council Meeting to order at 7:02 p.m.

City Clerk Mrs. Bateman called the roll. There were eight Aldermen present (Alderman Bauer, Alderman Browne, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Keller, Alderman Parrott and Alderman Welch) and none absent. Also present were Street Superintendent Mr. Landers, Police Chief Adams, City Safety and Building Officer Mr. Woodhall, and Fire Chief Miller. Also present were Mayor Goodman, City Attorney Mr. Blinn Bates, City Treasurer Mr. Conzo, Interim City Administrator Mr. Mahrt, City Clerk Mrs. Bateman, and Recording Secretary Mrs. Riggs.

Mayor Goodman asked for a moment of silence in memory of those that lost their lives in Texas this past week. Mayor Goodman led the Pledge of Allegiance.

Public Participation:

Mayor Goodman had two awards for Citizen of the week in the community for their acts of kindness or well-being in the community: Carter Cordell (his mother nominated him) (received the youth award) and Andrea Gill (anonymous nominated her) (received the adult award).

Mayor Goodman called for the Consent Agenda by Omnibus Vote:

Payment of Bills

Request from St. John's United Methodist Church of Christ to permit to closing the Eastern portion of the alley north of the Church on Sunday, October 29, 2017 from 1:00 p.m. until 4:00 p.m. for Trick or Treat for the Community

Request from the Lincoln/Logan County Chamber of Commerce for the sponsorship of Santa Clause in the amount of \$600.00 for the Annual Downtown Lincoln Christmas Parade

Alderman Horn moved to approve the Consent Agenda as read and Alderman Bauer seconded it. Alderman Hoefle City Clerk Mrs. Bateman called the roll call. There were eight ayes (Alderman Bauer, Alderman Browne, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Keller, Alderman Parrott, and Alderman Welch), zero nays, and none absent; motion carried.

Ordinances and Resolutions:

Ordinance #2017 - __ Authorizing the Borrowing of Funds for the purchase of the 2017 E One Arial Fire Truck in an amount not to exceed \$1,125,107.00

Alderman Parrott moved remove the Ordinance from the agenda and Alderman Welch seconded it. City Clerk Mrs. Bateman called the roll call. There were eight ayes (Alderman Bauer, Alderman Browne, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Keller, Alderman Parrott, and Alderman Welch), zero nays, and none absent; motion carried.

Bids:

There were no Bids to come before the City Council.

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Reports:

There were no Reports to come before the City Council.

New Business/Communications:

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

Announcements:

Mayor Goodman thanked the businesses for their participation in the Trunk or Treat with the Mayor. He thought it was the biggest one they had ever had. 27 businesses participated this year. He also thanked Alderman Bauer for the gifts and prizes given by businesses downtown and around town as well. He also thanked 74k photograph for taking pictures and at the end of the trunk or treat the pictures were handed out to the children.

A Veterans Day Ceremony will be held at the VFW this Saturday, November 11, 2017 at 10:30 a.m. for anyone that would like to attend.

Ribbon cutting Dunkin Donuts will be held this Friday, November 10, 2017 at 11:30 a.m. for anyone who would like to attend.

City Attorney Mr. Bates introduced Michael Fleschman, new attorney at Woods & Bates.

Alderman Parrott had a question from a constituent about being gone for 5 months and she cancels her service with the trash pick-up while she is gone and the new ordinance goes into effect. She wanted to know if she would have to pay for service while she is gone.

Mayor Goodman said for the home of the month he had a handful of nominations and did not get quite all of them but he did go around today and the award goes to Maurice and Karen Irwin at 200 Allison Drive.

Executive Session

There was no Executive Session held.

Alderman Bauer moved to adjourn the meeting and Alderman Hoefle seconded it. City Clerk Mrs. Bateman called the roll call. There were eight ayes (Alderman Bauer, Alderman Browne, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Keller, Alderman Parrott, and Alderman Welch), zero nays, and none absent; motion carried.

The City Council Meeting was adjourned at 7:15 p.m.

Respectfully Submitted By:

Risa Riggs
Recording Secretary

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Bob Mahrt, Interim City Administrator

MEETING

DATE: November 14, 2017

RE: Appointments – Liquor Control Commission (John Eckley).

Background: The City of Lincoln Liquor Control Commission appears to include the Mayor and two citizen members. Following the resignation of Les Plotner, the Mayor requests the appointment of John Eckley to the Liquor Control Commission.

Fiscal Impact: No appreciable financial impact regarding the appointment.

Committee of the Whole Recommendation: It is recommended that the Committee of the Whole discuss the appointment of John Eckley to the Liquor Control Commission.

City Council Recommendation: It is recommended that the City Council take action on the appointment of John Eckley to the Liquor Control Commission at the November 20, 2017 City Council meeting.

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Bob Mahrt, Interim City Administrator

MEETING

DATE: November 14, 2017

RE: Appointments – Logan County Tourism Bureau (Nila Smith).

Background: The Logan County Tourism Bureau intends to appoint Nila Smith to their Board. The Tourism Bureau requests the City Council's acknowledgement of this appointment.

It should be understood that the "Funding Agreement Between the City of Lincoln and the Logan County Tourism Bureau" does not require approval of Board membership by the City of Lincoln.

Fiscal Impact: No appreciable financial impact regarding the appointment.

Committee of the Whole Recommendation: It is recommended that the Committee of the Whole acknowledge the appointment of Nila Smith to the Logan County Tourism Bureau Board.

City Council Recommendation: It is recommended that the City Council acknowledge the appointment of Nila Smith to the Logan County Tourism Bureau Board at the November 20, 2017 City Council meeting.

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Bob Mahrt, Interim City Administrator

MEETING

DATE: November 14, 2017

RE: Municipal Electric Aggregation Program

Background:

In accordance with State Statutes, municipalities are granted the authority to aggregate (pool together) the total electric usage within a community in order to secure lower electric rates for residential and small commercial retail customers. Municipal Electric Aggregation is a process which allows for a municipality to solicit bids, select an alternative supplier, and enter into a supply agreement for the provision of electricity in the community. Ameren Illinois is the established (or default) electric supplier for our region.

The City of Lincoln has administered a Municipal Electric Aggregation Program since 2012. The Program was established as an “opt-out” program, allowing residential and small commercial retail customers the option to select their own electric supplier if they chose. Over the past several years, the Program was essentially suspended as the base rate offered through Ameren Illinois was comparable to rates available in the open marketplace. Electricity commodity pricing trends have changed over time and there may now be an opportunity to renew the Program to benefit the community.

The Committee of the Whole had most recently discussed Municipal Electric Aggregation on October 10, 2017. Following that discussion, the City Council took action on October 16, 2017 regarding the repeal of Resolution No. 2016-314 which authorized a municipal fee of \$.001/kWh upon execution of a contract for electric supply. At the request of Alderman Welch, supplemental Electric Aggregation materials were provided to the City Council on October 24, 2017.

Items for Further Discussion:

- 1) Logan County Electric Consortium (LCEC): The LCEC essentially serves as a steering committee to support electric aggregation in the County. The municipalities within the Consortium are generally responsible for implementation of electric aggregation initiatives within their respective jurisdictions. A determination should be made by the City Council to maintain the status quo for membership, suspend membership, or terminate membership in the Consortium.
- 2) Request for Proposals (RFP): In December of 2016, the Consortium solicited RFP’s from electric aggregation consulting firms to assist with the implementation of a renewed

electric aggregation program. The RFP was specifically limited to the selection of an electric aggregation consultant. No further City Council action has occurred on the recommendation regarding the RFP since March 28, 2017. (A copy of the RFP is attached for City Council review).

The 2016 RPP did not include a provision for simultaneous selection of electric suppliers, along with the selection of an electric aggregation consultant. The Committee of the Whole should make a determination on soliciting a new RFP for electric aggregation.

Fiscal Impact:

Administering a Municipal Electric Aggregation Program has the potential to provide cost savings to residential and small commercial retail customers.

Committee of the Whole Recommendation:

It is recommended that the Committee of the Whole discuss the Municipal Electric Aggregation Program and provide direction and/or requests for additional information to City Staff.

The City Council may further request City Staff to prepare a draft RFP regarding electric aggregation for review at a future Committee of the Whole meeting.

City Council Recommendation:

Take action on electric aggregation items following further direction from the Committee of the Whole.

LOGAN COUNTY ELECTRIC CONSORTIUM

Request for Proposals (RFP)

**Scope of Services
Professional and Consulting Services
Community Choice Aggregation of Electricity**

Issued by:

Cities of Atlanta, Emden, Lincoln, New Holland, Mount Pulaski and the
County of Logan
700 Broadway Street
P.O. Box 509
Lincoln, IL 62656
Staff contact: Clay Johnson
City Administrator
Email: cjohnson@lincoln.il.gov
Tel: 217-732-2122

Proposals are due no later than 4:00 p.m. on January 27, 2016.

DISCLAIMER

This RFP is for information and planning purposes only. It does not bind the Logan County Electric Consortium to any agreement based upon the response submitted, or to pay for any proposals or for any information solicited or provided. The Logan County Electric Consortium reserves the right to reject any or all proposals, to waive technicalities, to negotiate any proposal, and to accept any proposal deemed to be in the best interest of the Logan County Electric Consortium.

PROJECT BACKGROUND & OBJECTIVE

Representatives from the communities of Atlanta, Emden, Lincoln, Mt. Pulaski, and Logan County, et al (hereinafter "Consortium") are interested in working together to aggregate residential and small commercial retail electrical loads located within each of the communities. The Consortium seek to operate the aggregation program as an opt-out program ("Program") pursuant to the requirements of Section 1-92 of the Illinois Power Agency Act (20 ILCS 3855/1-92)("Act"). The Consortium is issuing this joint Request for Proposal to provide for the services as set forth herein.

Logan County is home to approximately 30,305 residents with approximately 11,898 housing units.

Source: CMAP with Census 2000 SF-1 and Census 2010 PL94-171 totals

SCOPE OF WORK

Proposers shall provide a fixed rate cost for each of the following tasks:

- 1) The Consortium shall draft a Request for Proposal ("RFP") and specifications for solicitation of bids for an electric supply contractor for an opt-out electricity aggregation program pursuant to the requirements of Section 1-92 of the Illinois Power Agency Act (20 ILCS 3855/1-92)("Act"). The selected consultant shall review the RFP and provide guidance to the Consortium on possible modifications.
- 2) Attend a meeting with the Consortium to review the draft RFP. The meeting will involve reviewing the options available as part of community choice aggregation, interview prospective electrical suppliers, and present findings from proposal analysis. Consultant expenses to attend the meetings shall be provided based on an hourly rate, not to exceed 3 hours.
- 3) Review proposals for electric supply, submit an analysis of the results, and present recommendations to the Consortium.
- 4) Develop and provide in writing implementation strategies to the Consortium.

This project will be completed under the general direction and coordination of the Logan County Electric Consortium.

TIMEFRAME

2. Illinois Industry Experience

- a. Number of years the consultant has been involved in energy markets in Illinois.
- b. Number of years of consulting and brokering experience in Illinois.
- c. Identification of the single largest aggregation or community wide energy program the company has created and managed with a municipality in Illinois.
- d. Describe consultant expertise in price discovery in the wholesale electricity market.
- e. Describe consultant expertise in risk analysis and pricing capabilities for residential and small business load profiles.
- f. Identification if the consultant has previously run aggregation programs in Illinois or other states. List the fee structure (in terms of dollars per kilowatt-hour) used in each of those aggregations.
- g. Describe the method to ensure accurate consumer switching and billing.
- h. Describe consultant experience and ability to provide customer service including specific examples regarding residential and small business customers that may contact the Consortium with questions about aggregation.

3. Financial Stability

- a. Identify the percentage of revenue generated by commission payments from electricity suppliers.
- b. Describe any business relationships with licensed suppliers in Illinois that the consultant currently has.

4. Licenses and Performance

- a. Identification if the consultant has an Illinois energy broker license.
- b. List all other relevant licenses issued by any state and/or federal agencies.

PROJECT FUNDING

Consultant expenses may be provided based on reimbursement from the selected electric supply contractor. Prices for services should be provided based on this option or reimbursement by each community within the Consortium.

The Logan County Electric Consortium shall serve as project manager.

EVALUATION CRITERIA

The Consortium will evaluate all submitted proposals. The Consortium reserves the right to select the proposal that it deems to be in the best interest of the project. The selection of the consultant will be based on the following criteria:

1. Consultant understanding and familiarity with the Communities' needs, goals, objectives, the work involved and the nature of the project.

LOGAN COUNTY ELECTRIC CONSORTIUM PUBLIC CONTRACT CERTIFICATIONS

The Logan County Electric Consortium is required to obtain certain information in the administration and awarding of public contracts. The following statements shall be subscribed and sworn to.

CERTIFICATION OF CONTRACTOR/BIDDER

In order to comply with 720 Illinois Compiled Statutes 5/33E-1 et seq. the Logan County Electric Consortium requires the following certification be acknowledged:

The below-signed bidder/contractor hereby certifies that it is not barred from bidding or supplying any goods, services or construction let by the Logan County Electric Consortium with or without bid, due to any violation of either Section 5/33 E-3 or 5/33 E-4 of Article 33E, Public Contracts, of the Chapter 720 of the Illinois Compiled Statutes, as amended. This act relates to interference with public contracting, bid rigging and rotating, kickbacks, and bidding.

CERTIFICATION RELATIVE TO 65 ILCS 5/11-42.1-1

In order to comply with 65 Illinois Compiled Statutes 5/11-42.1-1 the Logan County Electric Consortium requires the following certification:

The undersigned does hereby swear and affirm that: (1) it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or (2) in contesting in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax. The undersigned further understands that making a false statement herein: (1) is a Class I Misdemeanor and (2) voids the contract and allows the Village to recover all amounts payable to it under the contract.

Print Name of Contractor/Bidder/Supplier

Signature

Title

Subscribed and Sworn to before me this _____ day of _____, 201__.

Notary Public

Notary Expiration Date

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Bob Mahrt, Interim City Administrator

MEETING

DATE: November 20, 2017

RE: Resolution of Support for a 2018 Illinois Transportation Enhancement Program Grant.

Background:

On November 14, 2017, Angela Stoltzenburg, ALMH Foundation/Community Health Collaborative, provided a presentation on a potential 2018 Illinois Transportation Enhancement Program (ITEP) grant. The ALMH Foundation/Community Health Collaborative have indicated a willingness to provide for the local match, if the City of Lincoln would serve as a grant project sponsor.

The Illinois Department of Transportation has released the 2018 Guideline Manual for the Illinois Transportation Enhancement Program (ITEP). This grant program provides eighty percent (80%) cost reimbursement for preliminary engineering, construction and construction engineering on approved projects. The Program provides for a number of funding categories with "Pedestrian/Bicycle Facilities" being most applicable to the City of Lincoln. The application period runs from October 2, 2017 to December 1, 2017, with review and selection process conducted from December, 2017 thru April, 2018. Award announcements would be made in the Spring of 2018.

The Logan County Illinois Bicycle & Trailway Master Plan was approved by the Logan County Regional Planning Commission in February 2013 and by the Logan County Board in May 2013. The follow up plan entitled Logan County, Illinois Bike Trail Plan For Cities of Lincoln and Atlanta, Illinois received approval by the City of Lincoln City Council on September 21, 2015. This plan identified "Phase 1 Trails" potentially utilizing existing roadways for trailways throughout the community, as well as, "Phase 2 Trails" which were identified as suggested routes. The "Phase 1 Trails" were more thoroughly evaluated for potential plan implementation.

The proposed grant application would be for the implementation of the "Phase 1 Trails" within the City of Lincoln. The project would primarily involve installation of pavement marking and signage along existing roadways. The total cost for the project would be \$420,030.00 including \$54,100.00 for Design Engineering; \$318,200.00 for Construction; and \$47,730.00 for Construction Engineering. (A copies of the "Proposed Trailways Map" from the Logan County, Illinois Bike Trail Plan For Cities of Lincoln and Atlanta, Illinois document and the Material Cost Summary for the project are attached for City Council review).

Fiscal Impact:

The estimated cost for the proposed project is \$420,030.00, with the local match provided by ALMH Foundation/Community Health Collaborative to be approximately \$85,000.00. It is anticipated that City Staff would have some labor cost associated with general coordination responsibilities.

Committee of the Whole Recommendation:

The Committee of the Whole recommended placing a Resolution of Support for the grant application on the City Council Regular Agenda for November 20, 2017.

City Council Recommendation:

Approve the Resolution of Support for the grant application and authorize the Mayor and/or Interim City Administrator to execute related documents. (A copy of the Resolution is attached for City Council review).

RESOLUTION 2017 - _____

RESOLUTION OF SUPPORT FOR THE 2018 ILLINOIS TRANSPORTATION
ENHANCEMENT PROGRAM (ITEP) APPLICATION.

WHEREAS, Logan County and the City of Lincoln have made a commitment to planning and establishment of multipurpose pathways to enhance safety, to provide pedestrian/bicycle access to regional facilities and to promote alternative modes of transportation within the county; and,

WHEREAS, the Logan County Board had adopted the "Logan County Illinois Bicycle & Trailway Master Plan in May of 2013, which identified opportunities for trailways throughout the county; and,

WHEREAS, the City of Lincoln had adopted the "Logan County, Illinois Bike Trail Plan For Cities of Lincoln and Atlanta, Illinois" on September 21, 2015, which outlined the benefits of a city wide bicycle network and identified priorities for pathway enhancements and extensions within and adjacent to the community; and,

WHEREAS, there are funds available through the Illinois Transportation Enhancement Program administered by the Illinois Department of Transportation for development and improvement of Pedestrian/Bicycle Facilities; and,

WHEREAS, the City of Lincoln desires to fully implement the "Phase 1 Trails" portion of the "Logan County, Illinois Bike Trail Plan For Cities of Lincoln and Atlanta, Illinois" regarding installation of signage and pavement marking along existing roadways within the City of Lincoln through the use of Illinois Transportation Enhancement Program funding.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL, OF THE CITY OF LINCOLN THAT:

- A. The City of Lincoln supports the application to secure funding through the Illinois Transportation Enhancement Program for the "Phase 1 Trails" portion of the "Logan County, Illinois Bike Trail Plan For Cities of Lincoln and Atlanta, Illinois".
- B. The Mayor is hereby authorized to submit the Illinois Transportation Enhancement Program on behalf of the City through the State of Illinois Department of Transportation for the purposes of financing a part of the project costs and is authorized to execute any subsequent documents

related to the submission of the application, and the subsequent receipt of funds through said program.

PASSED THIS _____ DAY OF NOVEMBER 2017

APPROVED:

MAYOR

(SEAL)

ATTEST:

CITY CLERK



PROPOSED TRAILWAYS – CITY OF LINCOLN

Logan County Bike Trail Plan
Logan County, Illinois



City of Lincoln Proposed Trailways

Marked Shared Lanes Option A Pavement Marking and Signage

Roadway	From	To	Roadway Speed	Roadway Width	Existing Roadway Features	Existing Pavement Type	Segment Length	No. of Blocks	"Bliss may use full lane" sign	"Shared Lane" paint marking symbol
			MPH	Feet					Each	Each
Feldman Drive	Jefferson Street	Union Street	35	20-22	No Curb or gutter, except gutter on North side from Palmer to Grand (1,200 feet)	Oil & Chip	3,890	8	18	35
Union Street	Feldman Drive	9th Street	30	32	Curb and gutter both sides	Asphalt	8,150	13	24	45
Broadway Street	8th Street	Logan Street	20	42	Marked Parallel Parking on Both Sides, Curb and Gutter Both Sides	Asphalt	820	3	6	10
Broadway Street	Logan Street	Sangamon Street	30	54	Marked Diagonal Parking on North Side, Marked Parallel Parking on South Side, Curb and Gutter	Asphalt	380	1	2	4
Broadway Street	Sangamon Street	Chicago Street	30	56	No Parking Either Side, Curb and Gutter	Asphalt	240	1	2	2
Broadway Street	Chicago Street	Kickapoo Street	30	54	Marked Diagonal Parking on North Side, Marked Parallel Parking on South, Curb and Gutter	Asphalt	410	1	2	4
Broadway Street	Kickapoo Street	McLean Street	30	76	Marked Diagonal Parking on Both Sides, Curb and Gutter both sides	Asphalt	885	1	2	1
Broadway Street	McLean Street	Hamilton Street	30	50	Marked Diagonal Parking on North Side, No Parking on South Side	Asphalt	255	1	2	4
Broadway Street	Hamilton Street	Gillett Street	30	38	Unmarked Parallel Parking on Both Sides, Curb and Gutter Both Sides	Asphalt	2,035	7	14	28
Gillett Street	Broadway Street	Pulaski Street	25	38	Unmarked Parallel Parking both sides, Curb and Gutter	Asphalt	402	1	2	4
Pulaski Street	Gillett Street	Lincoln Street	25	38	Unmarked Parallel Parking both sides, Curb and Gutter	POB	2,100	2	4	16
Miller Street	Pulaski Street	High School Lot	25	24	No Parking, Curb and Gutter both sides	Asphalt	400	1	2	4
Kankakee Street	Broadway Street	Lincoln Avenue	25	50	Unmarked Parallel Parking Both sides, Curb and Gutter	Asphalt	1,987	5	10	20
Lincoln Avenue	Kankakee Street	Ottawa Street	25	40	Unmarked Parallel Parking both sides, Curb and Gutter	Asphalt	580	1	2	4
Ottawa Street	Lincoln Avenue	Railroad Drive	25	26	Unmarked Parallel Parking both sides, Curb and Gutter (No Parking Designated to Motorists, Curb and Gutter both sides)	Asphalt	2,870	5	10	21
Jefferson Street	Feldman Drive	21st Street	30	34	No curb or gutter, no parking	Oil & Chip	1,200	1	2	3
21st Street	Jefferson Street	College Street	15	22	Unmarked Parallel Parking and Curb and gutter both sides	Asphalt	1,250	5	12	14
College Street	21st Street	10th Street	25	30	Unmarked Parallel Parking and Curb and gutter, both sides	Oil & Chip	3,050	4	16	24
College Street	10th Street	9th Street	25	30	Unmarked Parallel Parking and Curb and gutter, both sides	Oil & Chip	950	2	4	8
College Street	9th Street	8th Street	25	30	Unmarked Parallel Parking and Curb and gutter, both sides	Oil & Chip	1,015	2	4	10
College Street	8th Street	7th Street	25	30	No parking, No Curb or Gutter	Oil & Chip	700	2	4	6
1st Street	Chicago Street	Washington Street	30	18-25	Curb and Gutter on North Side from Jackson to Adams, no parking either side	Oil & Chip	2,250	4	10	18
Washington Street	1st Street	6th Street	30	24-26	Unmarked Parallel Parking on Both Sides, Curb and Gutter both sides	Oil & Chip	1,885	5	10	20
6th Street	Washington Street	College Street	30	24	Unmarked Parallel Parking both sides, Curb and Gutter	Oil & Chip / Asphalt	3,210	7	14	18
3rd Street	Washington Street	Postville Drive	30	24	Unmarked Parallel Parking both sides, Curb and Gutter	Oil & Chip	880	2	4	6
Postville Drive	3rd Street	East 11th Street	30	24	No Parking, No curb or gutter	Oil & Chip	3,650	5	10	28
East 11th Street	Postville Drive	State Street	30	34	Unmarked Parallel Parking both sides, Curb and Gutter	Oil & Chip / Asphalt	3,550	5	12	24
State Street	East 11th Street	10th Street	25	34	Unmarked Parallel Parking both sides, Curb and Gutter	Asphalt	220	1	2	2
10th Street	State Street	College Street	25	34	Unmarked Parallel Parking both sides, Curb and Gutter	Oil & Chip	650	1	2	8
8th Street	College Street	Pine Street	25	28	Unmarked Parallel Parking both sides, Curb and Gutter	Asphalt	810	2	2	8
8th Street	Pine Street	Wells Street	25	30	Unmarked Parallel Parking both sides, Curb and Gutter	Asphalt	705	1	2	5
8th Street	Wells Street	Union Street	25	30	Unmarked Parallel Parking both sides, Curb and Gutter	Asphalt	265	1	2	4
State Street	1st Street	Kankakee Street	30	32	Curb only, no parking	Asphalt	1,930	1	2	14
Kickapoo Street	State Street	5th Street	25	20	No Parking, No curb or gutter	Asphalt	1,080	3	6	12
Kickapoo Street	5th Street	Wyatt Street	25	40-44	Unmarked Parallel Parking Lanes both sides, curb and gutter both sides	Asphalt	2,940	5	10	24
Kickapoo Street	Wyatt Street	Dearborn Street	25	30	Curb both sides, No parking on west side, Unmarked Parallel Parking on East Side	Asphalt	395	1	2	4
Kickapoo Street	Dearborn Street	Clinton Street	25	40	Marked Parallel Parking on South Side, No Parking on North Side, Curb and Gutter on Both	Asphalt	305	1	2	4
Kickapoo Street	Clinton Street	Pulaski Street	25	40	Marked Parallel Parking on both sides, curb and gutter on both	Asphalt	360	1	2	6
Kickapoo Street	Pulaski Street	Broadway Street	25	38	Marked Diagonal parking on both sides, Curb and gutter on both	Asphalt	360	1	2	4
Kickapoo Street	Broadway Street	Pekin Street	25	40	Marked Parallel Parking both sides, Curb and Gutter on both	Asphalt	405	4	2	4
Kickapoo Street	Pekin Street	Dehaven Street	25	48	Marked Diagonal parking on west side, no parking on West side, curb & sidewalk on east side, curb & gutter on west	Asphalt	375	1	2	4
Kickapoo Street	Dehaven Street	Lincoln Avenue	25	34	Unmarked Parallel Parking both sides, curb and gutter	Asphalt	1,145	3	6	12
Kickapoo Street	Lincoln Avenue	Burlington Street	25	34	No parking, curb both sides	Asphalt	770	2	4	8
Kickapoo Street	Burlington Street	Southside Street	25	40	Marked Parallel Lanes on both sides, curb on both	Asphalt	3,335	7	14	32
Wyatt Avenue	Kickapoo Street	McLean Street	30	42	Unmarked Parallel Parking, Curb only	Asphalt	390	1	2	4
Wyatt Avenue	McLean Street	High School Entrance	30	50	Center Boulevard, Separated Crossings from McLean Street South with trees in center area, curb	Asphalt	2,710	7	15	31

\$	283	\$	580
\$	500	\$	300
\$	141,500	\$	176,700
			\$318,200

Construction Budget

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Bob Mahrt, Interim City Administrator

MEETING

DATE: November 20, 2017

RE: Ordinance Amending the City Code regarding Solid Waste.

Background: On October 24, 2017 and on November 14, 2017, the Committee of the Whole reviewed potential text amendments to the City Code regarding Solid Waste and subsequently recommended that an Ordinance be placed on the City Council Regular Agenda for approval.

The City Code includes various Chapters regarding Nuisances, Scavengers, and Garbage Disposal that are applicable to the overall discussion regarding solid waste in the community. In general, the accumulation of refuse/garbage is identified as a Public Nuisance under Title 7, Chapter 2 Nuisances; "Waste Haulers" are regulated under Title 7, Chapter 4 – Scavengers; and the storage of garbage within front yards is under by Title 7, Chapter 13 - Garbage Disposal. Public nuisances within the community are further regulated with the City's adoption of the 2012 International Code Council Property Maintenance Code. City Staff completed a thorough review of the City Code to address deficiencies, duplications and outdated regulations in preparing the draft text amendments for City Council consideration.

The Ordinance includes the following Text Amendments to the City Code:

- 1) Create a new Title 3, Chapter 21 – WASTE HAULERS.
- 2) Amend Title 7, Chapter 2 – NUISANCES.
- 3) Delete Title 7, Chapter 4 – SCAVENGERS.
- 4) Amend Title 7, Chapter 13 – GARBAGE DISPOSAL.
- 5) Create a new Title 7, Chapter 16 – WASTE COLLECTION.

The effective date of the Ordinance is January 1, 2017. (A copy of the Ordinance is attached for City Council review).

Fiscal Impact: Administration of the Ordinance would generally fall upon the Building & Safety Office regarding nuisance enforcement; the City Clerk's Office regarding Waste Hauler registrations; and the Street Department regarding the Landscape Waste Facility.

Committee of the Whole Recommendation:

Place the Solid Waste Collection Text Amendments Ordinance on the City Council Regular Agenda for November 20, 2017.

City Council Recommendation: Adopt the Ordinance Amending the City Code Regarding Solid Waste.

ORDINANCE NO. _____

**ORDINANCE REQUIRING WASTE COLLECTION SERVICES
WITHIN THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS**

WHEREAS, the City of Lincoln is a municipal corporation situated in Logan County, Illinois; and,

WHEREAS, the City Council of the City of Lincoln has sought bids and proposals with respect to waste hauling within the City limits of the City of Lincoln; and,

WHEREAS, the City Council of the City of Lincoln held a public hearing with respect to the Waste Hauling proposals on July 31, 2017 in order to hear and consider public position on the issue; and,

WHEREAS, the City Council, after extensively considering the public input on the issue, has entered into an exclusive Waste Collection Agreement with AREA DISPOSAL, INC.; and,

WHEREAS, based upon the decisions of the City Council and the exclusive Waste Collection Agreement with AREA DISPOSAL, INC., the City Council believes that the City Code of the City of Lincoln should be revised to require waste collection services within the City of Lincoln; and,

WHEREAS, the City Council believes that requiring waste collection services throughout the City of Lincoln will improve compliance with the nuisance ordinances of the City and increase the aesthetic appearance of the City by creating a clean and welcoming environment throughout the City; and,

WHEREAS, the City Council believes it is in the best interest of the citizens of Lincoln, Logan County, Illinois, that the City Code of the City of Lincoln be amended to require waste collection within the City of Lincoln, Illinois.

NOW, THEREFORE, the City Council of the City of Lincoln, Logan County, Illinois, does hereby amend the City Code in the following regards:

1. That the recitals outlined above are hereby incorporated by reference, the same as if set forth verbatim herein.
2. That the City of Lincoln, Illinois hereby creates Chapter 21 of Title 3 as follows:

"CHAPTER 21 - WASTE HAULERS

3-21-1: License required.

It shall be unlawful for any person to engage in the business of being a waste hauler or to otherwise collect and/or transport any municipal waste within the City, or to advertise to provide any residential hauling service or any commercial hauling service, without having a valid waste hauler license as required by this article.

Further, the City may administer and enforce an exclusive Waste Collection Agreement for waste collection services for single-family dwellings within the City limits and no waste hauler shall be licensed in conflict with an exclusive Waste Collection Agreement.

3-21-2: Term.

Each waste hauler license under this article shall be effective or renewed for a one-year period which commences on May 1 and expires on April 30 of the following year regardless of when issued.

3-21-3: License application.

(a) An application for waste hauler license shall be submitted through the City Clerk's Office. Such application form shall include the following information:

- (1) Name, address and telephone number of the applicant;
- (2) Name of the manager of the applicant, if any;
- (3) Proof of valid State of Illinois safety sticker as required by law for each collection vehicle.

(b) Any licensee having a valid waste hauler license shall notify the City Clerk's Office in writing within 14 days following a change in any information contained in such licensee's application, including any change in connection with the addition or deletion of any collection vehicle.

(c) A new application shall be required to be submitted to the City Clerk's Office no later than April 15 of each year prior to issuance of a renewed waste hauler license under this article.

3-21-4: Collection vehicle operating requirements.

(a) Each collection vehicle operating within the City shall be operated and maintained in accordance with all applicable federal, state and local laws.

(b) Each collection vehicle used for the collection or transportation of municipal waste or landscape waste within the City shall conform to the following requirements:

- (1) Shall have the business name and telephone number clearly visible on both sides of such collection vehicle; and,
- (2) Shall be kept in a neat, clean and sanitary condition, and shall be maintained so as not to become offensive to the sense of smell of a person of ordinary sensibilities; and,
- (3) Shall have and utilize a watertight bed or receptacle and be constructed and operated in such a manner that no portion of the contents conveyed therein shall be scattered or left in or upon any private or public property or any right-of-way.

3-21-5: Insurance requirements.

Any person required to have a waste hauler license under this article

shall maintain in force and effect general liability insurance, vehicle liability insurance, worker's compensation insurance and unemployment insurance, with insurance companies licensed to do business in the State of Illinois and in such amounts as may be required by law. Upon request of the City Clerk's Office, each such person shall produce evidence of such coverage.

3-21-6: Evacuation of contents.

It shall be unlawful for any person to fail to remove or evacuate any municipal waste from any collection vehicle within the City within a period of 24 hours after the collection or deposit of any such municipal waste into any such collection vehicle.

3-21-7: Disposal, transfer and storage.

(a) It shall be unlawful for any person to dispose of, transfer, or store municipal waste or landscape waste in any place within the City unless such location meets the applicable requirements of any federal, state or local law.

(b) Any person required to have a waste hauler license under this article shall transport and dispose of all municipal waste and landscape waste collected within the City to a facility licensed by the IEPA or to such other facility as may be authorized for such purposes by applicable law.

3-21-8: Service requirements.

(a) Each waste hauler offering to provide commercial hauling service within the City shall be required to offer and provide:

(1) Basic service for the collection of municipal waste no less frequently than once every seven calendar days;

(b) Each waste hauler offering to provide commercial hauling service within the City shall provide customer service operations to receive requests for services or complaints.

(c) Each waste hauler offering to provide commercial hauling service within the City shall be permitted to offer and provide additional levels of collection services, including greater frequencies of collection and additional quantities of collection.

3-21-9: License suspension.

The Mayor may suspend for not more than 30 days a waste hauler license for any one or more violations of this article within a 12-month period prior to any then current violation of this article.

3-21-10: License revocation.

(a) The Mayor may suspend or revoke a waste hauler license for any one or more of the following reasons:

(1) Two or more violations of this article within a 24-month period prior to the then-current violation of this article;

(2) Two or more suspensions of such waste hauler license for any length of time for any violations of this article that occurred within a 24-month period prior to the then-current violation of this article; or

(3) Any fraud, misrepresentation or false statement contained in any application for such waste hauler license or for any commercial vehicle inspection permit required by this article.

(b) Any waste hauler whose license has been revoked may reapply for a waste hauler license not less than six months following the effective date of any such revocation of any such waste hauler license.

3-21-11: Exemptions.

The following shall be exempt from the provisions of this article:

(a) Any person who collects municipal waste or landscape waste from property owned, managed, leased or occupied by such person and who transports such materials directly to a facility licensed by the IEPA or to such other facility as may be authorized for such purposes by applicable law.

(b) Landscape companies and demolition contractors, but not including construction dumpster services.

(c) Any person that collects used household appliances as a part of a transaction involving the sale of any household appliances.

3-21-12: General penalty.

Any person who violates any provision of this article shall be subject to a fine of not less than seventy-five dollars (\$75.00) nor more than seven hundred fifty dollars (\$750.00) for each offence. A separate offense shall be deemed committed on each day during or on which any violation of this Article continues."

3. That Title 7, Chapter 2, Section 1(L) is hereby deleted and

the following inserted in place thereof:

"CHAPTER 2 - NUISANCES

7-2-1 ENUMERATION OF NUISANCES: It is hereby declared to be a public nuisance:

(L) To deposit, permit to remain upon, or accumulate on any premises or upon any public street or alley any waste, refuse, trash, garbage, and other deleterious substances. The following words shall have the definitions as herein set forth:

1. Refuse: Water, rubbish, garbage, trash, furniture, mattresses, box spring, inoperable household appliances, automobile parts, mechanical parts, cans, container, building materials (including, but not limited to, lumber, windows, doors, cement blocks, bricks, broken concrete, piping, and wiring), building equipment (including, but not limited to, scaffolding, wood, and ladders), or any other material of any kind that has been discarded, rejected, cast aside, or thrown away as worthless.

2. Firewood: Firewood shall constitute a nuisance if it is not located at least eight inches (8") aboveground and stacked on impervious material that will not deteriorate due to the elements of nature; and provided, further, that any piles of firewood must be ventilated to stop the habitation and infestation of rodents, termites and other animals or pests.

3. Indoor Furniture: Furniture located outside that is not designated or modified to withstand the elements and outdoor use."

4. That Title 7, Chapter 4 of the Lincoln City Code is hereby deleted.

5. That Title 7, Chapter 13, Section 1 & 9 of the Lincoln City Code are hereby deleted and the Chapter heading shall be revised to be "Landscape Waste Facility."

6. That the City of Lincoln, Illinois hereby creates Chapter 16 of Title 7 as follows:

"CHAPTER 16 - WASTE COLLECTION

7-16-1: Definitions.

For the purposes of this chapter, and the interpretation and enforcement thereof, the words, terms, phrases and their derivatives set forth in this section below shall have the meanings as follows:

City Waste Collection Service means the provision of any service contracted by the City to collect municipal waste and/or landscape waste from any Single-Family Dwelling containing not more than two dwelling units.

Commercial hauling service means the provision of any service to collect and transport municipal waste or landscape waste from any multifamily dwelling or any commercial or industrial premises.

Construction or demolition debris means any solid waste containing a variety of materials resulting from the construction, demolition, remodeling or renovation of residential, commercial or industrial structures. "Construction or demolition debris" also includes cement, concrete, asphalt or masonry debris resulting primarily from street, sidewalk, bridge, sewer and water construction, repair or replacement, which is defined as "clean fill" by the Illinois Environmental Protection Agency.

Curbside means that portion of the right-of-way adjacent to and within five feet of the roadway, including any alley.

Building Safety Official means the Building Safety Officer or his or her designee.

Single-Family Dwelling means a residential dwelling designed for and used for living and sleeping purposes, containing its own kitchen and bathroom facilities, and having its own independent entry/access from the exterior of such residential dwelling or from a common interior hallway. The definition for Single-Family Dwelling shall include not more than two dwelling units.

Front yard means the open space of any yard on any lot within the City extending the entire width of any such lot from the line of the right-of-way to the nearest point of any building or structure located on such lot.

IEPA means the Illinois Environmental Protection Agency.

Landscape company means any person that provides, for any property other than its own, maintenance or removal of lawns, shrubbery, trees or any ornamental plant, and transports only landscape waste produced directly as a result of such landscape care activities.

Landscape waste means any accumulation of grass, shrubbery cuttings, leaves, tree limbs and other materials accumulated as the result of the care and maintenance of lawns, shrubbery, vines and trees; provided, however, that landscape waste that has been chipped, shredded, composted or otherwise processed so as to be converted from raw landscape waste shall not be considered to be landscape waste for the purposes of this chapter.

Multifamily dwelling means any residential dwelling containing more than two dwelling units.

Municipal waste means any garbage, refuse, rubbish, debris, general household waste, or construction or demolition debris, but does not include any landscape waste or any material or waste classified as hazardous, toxic, flammable or otherwise dangerous to the environment under any federal, state or local law.

Person means any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, political subdivision, state agency, or any other legal entity, or their legal representative, agent or assigns.

Recyclable Material means any Newsprint and aluminum, glass, plastic and ferrous metal containers, for which there is in effect a recycling program operated by the City or pursuant to a franchise granted by the City to an Exclusive Waste Hauler.

Right-of-way means the entire width between the boundary lines of any land dedicated for street, alley or sidewalk purposes or otherwise open to the use of the public for the purposes of passage or vehicular travel within the City.

Roadway means that portion of the right-of-way improved, designed or ordinarily used for vehicular travel.

Waste hauler means any person who charges a fee for collecting municipal waste or landscape waste.

7-16-2: Service required.

(a) Any person who as owner, agent, lessee, occupant or other person in control of any Single-Family Dwelling shall be required to have City Waste Collection Service.

(b) Any person who as owner, agent, lessee, occupant or other person in control of any multifamily dwelling, multifamily apartment complex,

licensed mobile home park or of any commercial or industrial premises within the City shall have any accumulation of municipal waste on any such property collected and disposed of at least once every seven calendar days by a waste hauler who has a valid waste hauler license.

(c) The occupancy of any dwelling unit, multifamily dwelling or the operation of any commercial or industrial activity by any person within the City shall be prima facie evidence that municipal waste is being produced and accumulated within any such dwelling unit, multifamily dwelling or on any such commercial or industrial premises.

(d) For any commercial hauling service, the Building Safety Official may, upon hearing, grant an exemption from the requirements of this section if the level of municipal waste generated or the alternative arrangements for disposal of municipal waste does not reasonably warrant any such collection and disposal. Any person requesting such exemption shall have the burden of establishing the grounds for any such exemption to the satisfaction of the Building Safety Official.

7-16-3: Container requirements.

(a) No person who as owner, agent, lessee, occupant or other person in control of any dwelling unit or of any commercial or industrial premises shall accumulate or permit the accumulation of municipal waste on any such property except:

(1) For City Waste Collection Service: such container as may be supplied from time to time by the provider of such City Waste Collection Service;

(2) For commercial hauling service: a watertight container or containers which meet or exceed the requirements of being constructed of a rigid material with handles, a tight-fitting lid and sufficient capacity to contain the accumulation of municipal waste until the next date of collection; or a watertight dumpster or similar trash receptacle which meets or exceeds the requirements of being constructed of a rigid material with a lid and sufficient capacity to contain the accumulation of municipal waste until the next date of collection.

(b) Any unlawful accumulation of municipal waste in violation of the provisions of this section is declared to be a public nuisance and may be enforced in accordance with provisions of this Code applicable to public nuisances.

7-16-4: When container should be placed for scheduled pick-up.

It shall be unlawful for any person to place waste in front of any premises, or the front line extended of said premises, even though in a proper container, sooner than forty eight (48) hours prior to or later than forty eight (48) hours after the scheduled pick-up time by a waste hauler.

7-16-5: Containers provided by City for public use.

In the event waste containers are provided by the City in public places for public use, it shall be unlawful to deposit in said containers any accumulations of waste or garbage from any premises.

7-16-6: Recyclable material property of City.

Ownership of recyclable material set out for collection or deposition at a City operated recycling drop off facility in accordance with the terms of this chapter shall be vested in the City. No person shall collect, remove or dispose of recyclable material set out for collection or deposited at a City operated recycling drop off facility, except:

- (a) An "Exclusive Waste Hauler" pursuant to the terms of its franchise agreement with the City.
- (b) The City.

7-16-7: General penalty.

Any person who violates any provision of this article shall be subject to a fine of not less than seventy-five dollars (\$75.00) nor more than seven hundred fifty dollars (\$750.00) for each offence. A separate offense shall be deemed committed on each day during or on which any violation of this Article continues.

7. That this Ordinance shall be in full force and effect from January 1, 2018.

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

Alderman Parrott	_____	Alderman Keller	_____
Alderman Bauer	_____	Alderman Welch	_____
Alderman Hoinacki	_____	Alderman Brown	_____

Alderwoman Horn

_____ Alderman Hoefel

Ayes: _____

Nays: _____

Absent: _____

Abstentions: _____

Passed and approved this _____ day of _____, 2017.

CITY OF LINCOLN,

BY: _____

Seth Goodman, Mayor
City of Lincoln, Logan
County, Illinois

ATTEST: _____ (SEAL)

City Clerk, City of Lincoln,
Logan County, Illinois

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Bob Mahrt, Interim City Administrator

MEETING

DATE: November 20, 2017

RE: Approval of Waste Collection Agreement between City of Lincoln and Area Disposal Service, Inc.

Background:

On May 15, 2017, the City Council authorized the solicitation of waste hauling service through a Request for Proposal (RFP) process. On September 5, 2017, the City Council approved entering into an Exclusive Franchise Municipal Solid Waste Agreement based on the proposal submitted from Area Disposal Service, Inc.

On October 24, 2017 and on November 14, 2017, the Committee of the Whole reviewed the draft Waste Collection Agreement and subsequently recommended that the agreement be placed on the City Council Regular Agenda for approval.

The Waste Collection Agreement includes a term commencing on March 1, 2018 and terminating on December 31, 2020. The Agreement provides for two (2) additional one (1) year period extensions with proper notice required 180 days prior to expiration of the term. (A copy of the Waste Collection Agreement is attached for City Council review).

Fiscal Impact:

It is anticipated that the City would save approximately \$80,000 per year based on elimination of the contract with Logan County Joint Solid Waste Agency, along with the collection services to be provided for municipal facilities.

Committee of the Whole Recommendation:

Place the Waste Collection Agreement on the City Council Regular Agenda for November 20, 2017, following review and input from the Committee of the Whole.

City Council Recommendation:

Approve the Waste Collection Agreement and authorize the Mayor to execute the agreement.

WASTE COLLECTION AGREEMENT

THIS WASTE COLLECTION AGREEMENT ("Agreement") is made and dated November 20, 2017, by and between AREA DISPOSAL SERVICE, INC., an Illinois corporation ("Contractor"), and the CITY OF LINCOLN, an Illinois municipal corporation (the "City").

WITNESSETH:

WHEREAS, the City has heretofore, by ordinance, authorized the licensing of the collection and disposal of waste accumulating within the municipal limits of said City to promote the health, safety, peace, good order and general welfare of said community;

WHEREAS, Contractor desires to provide services to the City for the collection and disposal of waste accumulating within the municipal limits of said City to promote the health, safety, peace, good order and general welfare of said community;

NOW, THEREFORE, for and in consideration of the foregoing recitals, and the undertakings and agreements hereinafter set forth, the parties agree as follows:

ARTICLE 1: RETENTION AS CONTRACTOR

The City hereby retains Contractor to collect and dispose of all Residential Waste and Recyclable Materials from Single-Family Dwellings located within the legal boundaries of the City, and Contractor hereby agrees to provide such waste collection and disposal services to the City, subject to and in accordance with the terms of this Agreement. During the term of this Agreement, Contractor shall have the sole and exclusive right to collect and dispose of all Residential Waste and Recyclable Materials within the City, and the City shall not allow any other entity to provide such collection and disposal services within the City during the term of this Agreement.

ARTICLE 2: DUTIES OF CONTRACTOR

2.1 Contractor shall provide once per week collection and disposal of Residential Waste from all Single-Family Dwellings in the City at the curb or alley only on designated days determined by the Lincoln City Council. Each Single-Family Dwelling shall be provided with a 35, 65, or 95 gallon tote cart, free of charge, by Contractor, as selected by the residents. Residential Waste shall be collected from receptacles.

Residential Waste which is not readily storable in containers shall be collected by Contractor if it is stacked neatly alongside of containers on regular collection days. Should the Residential Waste appear to exceed two (2) cubic yards, Contractor will need to acquire the consent of the resident and assess a separate charge for the collection.

Contractor shall pick up small amounts of construction materials as described above. In the event large amounts of construction materials are placed on the curb that exceed the agreed upon weight/size limits, the resident shall be responsible for arranging special pickups for the removal and disposal of those materials. Contractor shall provide a resident with an estimate of the cost of a special pickup service, with the cost specified in writing prior to rendering the service. Special pickups are to be picked up within one week after a cost estimate is given, or otherwise agreed to by the resident.

During weekly collection, Contractor shall not be required to collect any Landscape Waste, Banned Waste white goods, furniture or mattresses.

If a Single-Family Dwelling requires more services than the one tote, it may be obtained from Contractor for an additional charge of \$2.50 per month payable quarterly in advance by the resident of the Single-Family Dwelling.

2.2 On request, Contractor shall provide the residents with any additional disposal service beyond that herein described for all types of refuse material including earth, sod, rocks, concrete, excavations and other materials (except for poisonous and toxic materials and any quantity of liquid requiring tanker truck disposal equipment) for the actual cost to Contractor of removal of such materials, but in no event shall Contractor be required to collect materials for excavating and other construction contractors.

2.3 At the request of a resident of a Single-Family Dwelling, Contractor shall pick-up bulky items such as sofas, chairs, couches, etc. at a charge of \$35.00 per item payable by the resident. Bulky item pick-up may be requested by calling Contractor at 217-735-5881.

2.4 Contractor shall provide every other week collection of Recyclable Materials from all Single-Family Dwellings in the City at the curbside on designated days determined by the Lincoln City Council. Each Single-Family Dwelling shall be provided with a 35, 65 or 95 gallon recycling tote cart, free of charge, by Contractor, as selected by the resident. If a Single-Family dwelling require more services than one tote, it may be obtained from Contractor for an additional charge of \$2.50 per month payable quarterly in advance by the resident of the Single-Family Dwelling. Contractor shall deliver the Recyclable Materials to a party which will cause them to be processed for recycling. Contractor shall have the right to retain the proceeds from the sale of the Recyclable Materials. Ordinarily there will be no more than one recyclable material container placed at the curb by the occupants of each residence. However, residents will be allowed to supplement the single container with a generic container if the recycling tote cart is not large enough to accommodate a resident's needs. Recyclable Materials packed in such generic containers shall be collected by Contractor with all other recyclable material.

2.5 Contractor shall have the right to refuse to pick up any Recyclable Materials not placed in the tote cart and any material mixed or mingled with non-recyclable material or in such unsanitary condition that it could not be recycled without being cleaned. Contractor shall only be required to collect Recyclable Materials which meet the guidelines set forth in Exhibit B.

2.6 Any Residential Waste and/or Recyclable Materials spilled on the yard or streets shall be picked up prior to leaving the site of collection. Contractor shall carry on each collection vehicle the equipment necessary to clean up any Residential Waste or Recyclable Materials spilled. Contractor shall be responsible for any real and/or personal property damage caused by its employees, and or agents. Garbage containers shall be replaced to the same locations as found after emptying with the lid closed and shall be replaced in the same condition. Garbage containers, which have been substantially damaged through the fault of Contractor shall be replaced by Contractor at no additional cost with containers of like kind and quality as those damaged. Contractor shall not be responsible for plastic containers of insufficient strength that may crack from exposure to freezing temperatures.

2.7 No Residential Waste and Recyclable Materials pickups shall be collected prior to 6:00 a.m. or no later than 6:00 p.m. Central Time. Notice of expected delays due to inclement weather or heavy volumes shall be reported to the office of the City Administrator in a timely manner prior to the anticipated delay. In those cases all efforts will be made to complete the routes within a reasonable amount of time on the same collection day.

2.8 Contractor and the City agree that pick-up days falling on or during the week after the following legal holidays will be delayed until the following day: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

2.9 Contractor agrees to use enclosed and leak-proof compactor type trucks for all regular residential and commercial pick-ups made. Contractor agrees to provide the City with neat and orderly pick-up with courteous and professional work crews. Contractor agrees to provide the City with an alcohol and drug-free workplace.

2.10 Contractor shall, upon reasonable notice, make accessible for inspection by the City, every landfill, incinerator, transfer station, recycling facility, and yard waste disposal site which receives Residential Waste and Recyclable Materials from the City as a result of this Agreement.

2.11 Contractor at all times shall maintain access to disposal facilities approved by the Illinois EPA, the necessary financial resources, the vehicles, equipment and supplies, personnel, permits and licenses required to perform the services, all in accordance with the specifications and provisions contained in this Agreement.

2.12 Contractor shall have the right, but not the obligation, to inspect, sample, analyze or test any Residential Waste collected by Contractor hereunder. Contractor shall not accept for collection and disposal any Banned Waste, Landscape Waste, Construction Waste, Hazardous Waste, Special Waste, Hazardous Hospital Wastes, Potentially Infectious Medical Waste, radioactive waste, volatile or highly flammable waste, explosives, or Regulated Medical Waste.

2.13 Contractor will provide the services hereinabove described, at all City facilities, including the collection and recycling of mixed office paper and other recyclables, together with the collection and disposal of bar screen and grit chamber wastes generated by the City sewage treatment plants, as well as roll-off containers for yard waste collected at Public Works at no charge to the City. Below is a list of City facilities to be served:

- (1) City Hall 700 Broadway - 2-yard garbage container, 1 x 96 gallon recycling toter.
- (2) City Municipal Services Building, 313 Limit Street - 6-yard garbage container, 1 x 96 gallon recycling toter, Roll off boxes for street sweepings.
- (3) Future Police Department Building, 701 5th Street - 2-yard garbage toter, 1 x 96 gallon recycling toter.
- (4) Amtrak Train Depot, 101 Chicago Street - 1 x 96 gallon garbage toter, 1 x 96 gallon recycling toter.

2.14 Contractor will provide the necessary services to Lincoln 3rd Fridays. These services would include refuse and recycling services at no charge, to the City. The minimum number of dumpsters for said events shall be as follows, unless otherwise specified in advance by the City:

- (1) Lincoln 3rd Fridays (3rd Friday of the Month - May-September) 16 x 96 gal wheeled toter (10 garbage, 6 recycle).

2.15 Contractor shall continue to provide all services in a timely and complete manner, in the event of any labor stoppage or slow down. Contractor shall be obligated to take all reasonable and necessary steps to secure, at its sole expense, replacement employees and or subcontractors to perform its obligations under this Agreement.

2.16 In the event of a disaster, as declared by the Mayor, Contractor will provide upon request, additional vehicles, equipment and employees to maintain a normal collection schedule or as nearly practical a schedule agreeable to the City. Contractor will be responsible for servicing the City in a timely manner.

In addition, Contractor and the City will negotiate a fee to be paid for any additional services that may be required during an emergency, such as providing roll-off

dumpsters and any additional curbside pick-ups. If an agreement cannot be reached between Contractor and the City, the City will be able to pursue the necessary services from another company.

2.17 Contractor will provide for a city-wide cleanup two times per year on dates agreed upon by the City and Contractor.

ARTICLE 3: COLLECTION AND DISPOSAL FEES

3.1 Effective March 1, 2018, Contractor shall bill the resident of each Single Family Dwelling (both residents of a duplex will be billed) for the collection, disposal and processing of Residential Waste on a quarterly basis in advance at the rates per month set forth below:

3/1/18	\$15.17 p/month	\$13.50 seniors/disabled
3/1/19	\$15.54 p/month	\$13.83 seniors/disabled
3/1/20	\$15.93 p/month	\$14.19 seniors/disabled
3/1/21	\$16.33 p/month	\$14.55 seniors/disabled
(Option Year 1)		
3/1/22	\$16.74 p/month	\$14.91 seniors/disabled
(Option Year 2)		

To be eligible for the senior/disabled rate the resident of a Single-Family Dwelling must be age sixty-five or older and/or is disabled. Upon seven (7) days' notice to Contractor, a resident of a Single-Family Dwelling may elect to suspend Residential Waste collection service for a minimum period of thirty (30) days and a maximum period of ninety (90) days.

3.2 As of November 1, 2017, the number of Single-Family Dwellings is 4,468. The number of Single-Family Dwellings can increase or decrease each month based upon agreement of the parties. When service starts on or before the 15th of each month, the total monthly charge shall be due. When service starts after the 15th of each month, no charges shall be payable until the following month. When service is discontinued on or before the 15th of each month, the total monthly charge shall be due for that month. If the house count dips below 4,400, at the request of the Contractor, the parties will renegotiate the monthly rate.

3.3 Contractor shall invoice residents quarterly, in advance, for the collection and disposal services. Payment shall be due thirty (30) days from date of invoice. Interest shall be charged on all accounts not paid when due at a rate of 1-½% per month. Contractor shall have the right to terminate services to a resident for non-payment. Contractor shall promptly notify the City of any such termination of services. Contractor shall provide billing information to the City in a format and on a schedule mutually agreed upon to establish quarterly billing to coincide with the City's sewer billing schedule. The City shall provide Contractor with the name and address of every household entitled to collection of Residential Waste under this Agreement.

3.4 The fees provided above in this Article 3 shall include any and all charges, taxes and fees for the collection, transportation and disposal of all Residential Waste collected and the transportation and processing and disposition of all Recyclable Materials. Contractor shall pay all sales, use, property, income and other taxes that are lawfully assessed against the City or Contractor's facilities and for all licenses, permits, certificates of authorities, and inspections required for this work. In the event there is a change or addition in new local, state or federal rules, ordinances, regulations, taxes or government charges, that affects Contractors cost of providing the service, such as a sales tax on services, other than property taxes, Contractor may adjust the established rates accordingly. Any changes in rates must be supported by documentation. Upon discussion, if an agreement can be reached, then the agreed upon price shall be passed on to the customer.

3.5 Contractor shall maintain complete and accurate books, records and accounts showing its total quarterly billings for the collection service in the City, and gross receipts from the sale of Recyclable Materials during the term of this Agreement. Such books and records shall be made available for examination and audit by the City at any time during business hours.

ARTICLE 4: TERM/TERMINATION

4.1 This Agreement shall commence March 1, 2018, and shall expire on February 28, 2021.

4.2 Not less than thirty (30) days prior to the expiration of the initial term and prior to any public advertisement for bids by the City, Contractor shall be allowed to request an extension or renewal of this Agreement on the same or different terms. Although Contractor may request an extension or renewal of the Agreement, the decision to extend or renew the Agreement is within the sole discretion of the City.

4.3 The City shall have the right to extend the term of this Agreement for two (2) additional one (1) year periods. The option of the City to extend the term hereof shall be exercised by the City delivering written notice to Contractor at least one hundred-eighty (180) days prior to the expiration date of the then current term.

4.4 The City reserves the right to terminate this Agreement upon failure of Contractor to perform the work as specified to the satisfaction of the City. If in the sole judgment of the City, Contractor has not corrected their performance to be in compliance with this Agreement, the City shall notify Contractor in writing that this Agreement will be terminated in seven (7) days unless Contractor corrects the non-performance to the satisfaction of the City. The City reserves all rights and legal remedies including the right to call upon the performance bond submitted by Contractor. The remedies used by the City are cumulative and not exclusive. No waiver by the City of a default of Contractor under this Agreement shall be construed as a waiver by the City of any subsequent default or failure to perform. In the event of failure to collect, remove, and properly dispose of the Residential Waste and Recyclable

Materials covered by this Agreement, constituting 10% or more of the total number of customers within the City within a period of seven (7) consecutive days following written notice to Contractor, the City may at its option cause such Residential Waste and Recyclable Materials to be collected and disposed of by any means available to the City, and any and all expenses incurred by the City thereby may be charged to Contractor and against Contractor's performance bond.

4.5 If, at any time during the term of this Agreement, Contractor shall collect Residential Waste from any zone of the City on a day other than the scheduled day (except in case of the holidays specified above) Contractor shall notify the City this Agreement is in "Default" under this Agreement. If a similar violation should occur once more within the three (3) week period following the week of the original Default it shall be considered a material breach of this Contract and grounds for its immediate termination.

4.6 Either party may terminate this Agreement if the other party (i) has been adjudicated a bankrupt, or (ii) has filed a voluntary petition in bankruptcy, or (iii) has made an assignment for the benefit of creditors, or (iv) a receiver has been appointed for such party. Termination shall be given by written notice from the terminating party to the other party, specifying the reason therefore and the effective date thereof, which shall be not less than five days after the date of the written notice.

ARTICLE 5: INSURANCE

Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, and any extension or renewal thereof, the following minimum insurance coverage's at Contractor's sole cost:

- (1) Comprehensive general liability and property damage insurance with limits of not less than \$5,000,000.00 for each occurrence and in the aggregate for bodily injury and property damage combined \$5,000,000.00.
- (2) Comprehensive automobile liability of \$5,000,000.00 for bodily injury and property damage combined for each occurrence.
- (3) Worker's Compensation Insurance as required by statute, and employer's liability insurance with limits of not less than \$500,000.00 each employee for bodily injury by accident or \$500,000.00 each employee or bodily injury by disease.

The City shall be named as an additional insured except on the worker's compensation policy.

Contractor shall have the option to have the above primary limits less than required, with an umbrella policy providing the excess liability; provided, however, that the City is named as additional insured under such umbrella policy. Contractor shall secure the

required insurance from an insurance company acceptable to the City and shall provide the City with certificates of insurance within ten (10) days of the date of execution of this Agreement. The certificate shall include a provision that requires thirty (30) days prior written notice to the City of any cancellation, reduction or change in coverage of any policy indicated on said certificate by certified mail, return receipt requested.

Prior to the beginning of the term of this Agreement, Contractor shall furnish the City with the above described Certificates of Insurance and Certificate of Coverage and applicable policy endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

Failure of the City to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence that is provided shall not be construed as a waiver of any insurance obligations herein.

All coverages required herein shall be primary insurance as respects the City, its officials, officers, employees, volunteers and agents. Any insurance maintained by the City, its officials, officers, employees, volunteers and agents shall be in excess of insurance maintained by the City, and shall not contribute with said coverages/ insurance.

Insurance companies which obtain a rating from A.M. Best, that rating shall be no less than A- VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A- VII or a Best's rating is not obtained, the City has the right to reject insurance written by an insurer it deems unacceptable. All insurance required herein shall be placed with insurers licensed to do business in the State of Illinois and licensed by the Illinois Department of Insurance.

ARTICLE 6: INDEPENDENT CONTRACTOR

Each party is and shall perform this Agreement as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations.

ARTICLE 7: EXCUSE OF PERFORMANCE

Contractor shall not be liable for its failure to perform the waste disposal and collection services hereunder due to events, actions or contingencies beyond its reasonable control, including, but not limited to, strikes, explosion, accident, flood, sabotage, riot, war, fire, acts of God; compliance with any applicable governmental laws, rules, regulations or orders; coercive action of regulatory agencies; court injunction or order; loss of permits; failure to obtain permits; or lack of adequate fuel, power, raw materials, labor or transportation and disposal facilities; provided, however, Contractor shall work diligently to remove any such contingency.

ARTICLE 8: WAIVER

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of this same provision or condition, unless such waiver be so expressed in writing and signed by the party to be bound.

ARTICLE 9: SEPARABILITY

In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement; and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

ARTICLE 10: INDEMNIFICATION

Contractor agrees to indemnify and save harmless the City, its present and future officers, directors, employees, and agents, from and against all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto, (including cost of defense, settlement, and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination of or adverse effects on the environment, or any violation or alleged violation of local, state or federal laws, rules or regulations, directly caused by Contractor's breach of any obligation, warranty or representation under this Agreement or any negligent act or omission of Contractor, its employees, agents or subcontractors in the performance of this Agreement. This obligation to indemnify shall survive the termination and/or expiration of this Agreement. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

ARTICLE 11: PUBLIC AWARENESS

11.1 Contractor shall assist the City with notifying the residents of their collection days and changes in service schedules due to holidays throughout the duration of this Agreement.

11.2 Contractor shall continue to pick up Residential Waste throughout the City as set forth on Exhibit A during the term of this Agreement (the "Schedule"). The Schedule shall not be changed without the consent of the City nor without giving a minimum of sixty (60) days written notice to the City. Contractor shall also publish the pending schedule change at least three (3) times in a newspaper of general circulation in the City.

11.3 Contractor shall create, supply and maintain throughout the term of this Agreement an informational brochure to the City for distribution to new residents and residents upon request. The brochure should inform residents of the aspects included in the Residential Waste and Recyclable Materials collection service. Contractor and City shall mutually agree upon the contents of the informational brochure. Contractor shall provide informational brochures for annual disbursement to all residents within the City and 150 copies for distribution at City Hall. Contractor shall also provide the informational brochure in a digital format to be posted on the City's and Contractor's websites.

ARTICLE 12: REPORTING AND CUSTOMER SERVICE

12.1 Contractor shall provide the City with the following quarterly reports:

- (1) **Complaints:** A report of all resident complaints, the dates and times of such complaints, and the corrective action taken by Contractor with respect to each complaint.
- (2) **Refuse:** A report on the status of the collection program, including an account of the volume of Residential Waste collected each month and the disposition of same.
- (3) **Recycling:** A report on the status of the curbside recycling program, including an account of weekly and monthly participation rates, the volume of Recyclable Materials collected and deposited at any and all material processing facilities, revenues collected from the material processing facilities, and summaries of any problems encountered with program implementation.

12.2 Contractor shall maintain an office equipped with sufficient telephones and personnel to provide prompt, courteous and efficient service for Lincoln residents wishing to request service, or file complaints by telephone or in person, Monday through Friday (except holidays) during regular business hours. Every complaint shall be given prompt, courteous attention. In the case of alleged missed collections, Contractor shall investigate, and, if such allegation is verified, shall make the collection within 24 hours after the complaint is received. Contractor shall notify the City of any complaints received and corrective actions taken on a monthly basis.

12.3 Contractor shall provide a point of contact to the City to handle any issues relative to the franchise contract as well as any complaints received by the City regarding the refuse, recycling and yard waste collection services provided by Contractor. Contractor shall also provide contact information for after-hours emergencies.

ARTICLE 13: PERFORMANCE BOND

Contractor shall furnish an acceptable Performance Bond not later than ten (10) working days following the execution of this Agreement, executed by a surety company having a policy rating of at least A- and a financial rating of at least VIII in the latest edition of A.M. Best's Insurance Guide and licensed to do business in the State of Illinois, in the penal sum of Two Hundred Fifty Thousand (\$250,000.00) Dollars, subject to annual renewal by Continuation Certificate, and subject to thirty (30) days written notice by certified mail to the City by the surety company of any decision not to issue a Continuation Certificate. Said bond shall indemnify the City against any loss resulting from any breach or failure of performance by Contractor.

ARTICLE 14: CHANGE IN SERVICE

If the City should wish to change the type or scope of service provided during the term of this Agreement, the City shall have the option to initiate the change in service by notifying Contractor in writing at least thirty (30) days prior to when a proposed change in service would begin. The City and Contractor shall agree to negotiate the terms and price of such a change in service after proper notice has been given. In the event that the City and Contractor are unable to agree to alternate terms, this Agreement shall remain in force or be terminated, in accordance with the provisions of this Agreement.

ARTICLE 15: FLOW AND TRANSPORTATION OF REFUSE

Should a transfer station or similar garbage transportation and/ or processing facility be located within the City during the term of this Agreement, Contractor shall be required to dispose of all refuse collected from Lincoln customers at the Lincoln facility.

Routes should be coordinated in such a manner to reduce or prevent damages to alleys and City rights-of-way.

ARTICLE 16: EQUAL EMPLOYMENT OPPORTUNITY

Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. paragraph 2000a, et seq.) and the Illinois Human Rights Act (775 ILCS 5/1-101, et seq.) including:

- (1) Refraining from unlawful discrimination in employment and undertake affirmative action to eliminate the effects of any past discrimination.
- (2) Comply with the procedures and requirements of the Department of Human Rights' regulations concerning equal employment opportunities and affirmative action.

Provide such information, with respect to its employees and applicants for employment, and assistance as the Department of Human Rights may reasonably request.

ARTICLE 17: ADHERENCE TO SCHEDULE

Contractor shall carefully adhere to the Schedule. Time shall be of the essence of the Contract. Failure of Contractor to adhere to the Schedule shall be a material breach of this Contract and grounds for its immediate termination.

Contractor shall not be excused for failure to comply with the Schedule by reason of any street or other construction work performed by the City or its contractors. The City reserves the right to construct any improvement or to permit any construction in any street, which may have the effect, for a time, of preventing Contractor from traveling its accustomed route or routes for collection. Contractor shall continue to collect the Residential Waste and Recyclable Materials a reasonably acceptable method to the same extent as though no interference existed upon the streets formerly traversed, without extra cost to City residents.

ARTICLE 18: DEFINITIONS

18.1 "Construction Waste" means materials resulting from the construction, remodeling, repair and demolition of utilities, structures and roads.

18.2 "Landscape Waste" means all accumulation of grass or shrubbery, cuttings, leaves, tree limbs and other materials accumulated as the result of the care of lawns, shrubbery, vines and trees.

18.3 "Recyclable Materials" means the materials described in Exhibit B attached hereto.

18.4 "Residential Waste" means Garbage and the casual or occasional refuse, rubbish or debris which may be generated from a private household.

18.5 "Garbage" means waste resulting from the handling, processing, preparation, cooking and consumption of food, and wastes from the handling, processing, storage and sale of produce.

18.6 "Hazardous Waste" means hazardous waste as defined in the Illinois Environmental Protection Act, 415 ILCS 5/1; et seq., as amended, or in rules promulgated thereunder.

18.7 "Hazardous Hospital Wastes" means hazardous hospital wastes as defined in the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., as amended, or in rules promulgated thereunder.

18.8 "Regulated Medical Waste" means regulated medical waste as defined in 40 CFR Section 259.30.

18.9 "Special Waste" means special waste as defined in the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., as amended, or in rules promulgated thereunder.

18.10 "Banned Waste" shall mean all waste for which disposal by means of landfilling is now or hereafter prohibited by local, state, or federal law, rule, or regulation.

18.11 "Potentially Infectious Medical Waste" shall mean potentially infectious medical waste as defined in the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., as amended, or in rules promulgated thereunder.

18.12 "Single-Family Dwellings" shall mean single homes and duplexes.

ARTICLE 19: GENERAL PROVISIONS

19.1 This Agreement shall be construed, enforced and governed, in all respects, in accordance with the laws and the statutes of the State of Illinois. The Circuit Court of Logan County, Illinois, shall have sole and exclusive jurisdiction over any litigation related to this Agreement or arising out of either the enforcement or interpretation of this Agreement.

19.2 The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

19.3 No alterations to or modifications of the terms or the provisions of this Agreement shall be effective unless such alteration or such modification is reduced to writing, and is then properly executed by the parties hereto.

19.4 Any notice required by the terms of this Agreement shall be given in writing whether by actual delivery of the notice to the party thereunto entitled, or by the mailing of the notice in the United States mail, first class postage prepaid, to the address of the party entitled thereto, registered or certified mail, return receipt requested. The notice shall be deemed to be received on the date of its actual receipt, if delivered by hand and on the date of its mailing, if delivered by mail. All notices, demands or other communications to any of the other parties to this Agreement shall be addressed as follows:

Contractor:

Area Disposal Service, Inc.
P.O. Box 9071
Peoria, Illinois 61612-9071
Attention: Royal J. Coulter

City:

City of Lincoln
700 Broadway Street
Lincoln, IL 62656
Attention: City Manager

The address of any party hereto may be changed by notice to the other party duly served in accordance with the provisions hereof.

19.5 Time is of the essence of this Agreement.

19.6 This Agreement supersedes any prior contract or arrangement between the parties hereto, and represents the complete agreement of the parties hereto.

19.7 Contractor covenants and agrees to comply at all times with all laws, ordinances, and regulations of the City of Lincoln, the County of Logan, the State of Illinois, and the United States, in the performance of service under this Agreement, including, but not limited to environmental laws and regulations.

EXECUTED as of the day and year first above written.

CITY OF LINCOLN, ILLINOIS

AREA DISPOSAL SERVICE, INC.

By: _____
Mayor

By: _____
Vice President – Sales, Strategic
Operations and Special Projects

Attest:

Attest:

Clerk

Municipal Marketing Manager

117-1231

EXHIBIT A

SCHEDULE

EXHIBIT B

RECYCLABLE MATERIALS

1. PAPER ITEMS
 - (a) Magazines and Catalogs
 - (b) Telephone Directories
 - (c) Generic Brown Paper Bags
 - (d) Junk Mail
 - (e) Mix Papers
 - (f) Paperboard (Chipboard)
 - (g) WetStrength Carrier Stock
 - (h) Corrugated Cardboard Boxes

2. PLASTIC
 - (a) PET (#1) Plastic Bottles and Containers
 - (b) HDPE (#2) Plastic Bottles and Containers
 - (c) Plastic 6 & 12 Pack Rings

3. METAL
 - (a) Aluminum Cans
 - (b) Steel or Tin Cans

4. GLASS
 - (a) Bottles and Jars
 - (b) Brown, Green, Blue and Clear Glass

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Bob Mahrt, Interim City Administrator

MEETING

DATE: November 14, 2017

RE: Discussion on advertisement for the City Administrator position.

Background: On September 5, 2017, the City Council approved an agreement for Interim City Administrator Services with GovTempsUSA following the resignation of Clay Johnson on August 25, 2017. The agreement established an initial term of approximately three months (September 11, 2017-December 15, 2017) for an assigned employee, with the option of extending the contract up to an additional three months (March 9, 2018).

The Committee of the Whole had discussed the advertisement for the City Administrator position on the October 24, 2017 agenda. At that time, the Committee of the Whole had made a preliminary determination to utilize a consultant based recruitment process. It was also requested that the City Council should review the position job description and the existing Employment Agreement prior to further discussion. The supplemental information regarding the position was provided to the City Council on November 6, 2017. (A copy of the position job description is attached for City Council review).

Items for Further Discussion:

- 1) Anticipated timeframe for a recruitment process.
- 2) Review of existing Job Description, Salary and Benefits.

Fiscal Impact: The salary for the City Administrator position is provided under the City Administrator Sub-Fund Line Item for Salaries-Appointed.

Committee of the Whole Recommendation: It is recommended that the Committee of the Whole discuss advertisement for the City Administrator position and provide direction and/or requests for additional information to City Staff.

City Council Recommendation: It is recommended that the City Council take action on the item following review and further direction from the Committee of the Whole.

**City of Lincoln, Illinois
City Administrator
Employment Agreement**

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Introduction

This Agreement, made and originally effective on October 15, 2014 and subsequently amended effective on May 1, 2016, by and between the City of Lincoln of Illinois, a municipal corporation, (hereinafter called "Employer") and Clay Thomas Johnson, (hereinafter called "Employee") an individual who has the education, training and experience in local government management and who, as a member in good standing of the International City/County Management Association (ICMA), is subject to the ICMA Code of Ethics, both of whom agree as follows:

Section 1: Term

A. This agreement shall remain in full force and effect from October 15, 2014 until terminated by the Employer or Employee as provided in Section 9, 10, or 11 of this agreement.

The term of this agreement shall be for an initial period from October 15, 2014 to April 30, 2017. This Agreement shall automatically be renewed on its anniversary date for a 1 year term unless notice that the Agreement shall terminate is given at least 30 days before the expiration date. In the event the agreement is not renewed, all compensation, benefits and requirements of the agreement shall remain in effect until the expiration of the term of the Agreement unless Employee voluntarily resigns.

In the event that the Employee is terminated, as defined in Section 9 of this agreement, the Employee shall be entitled to all compensation including salary, accrued vacation and sick leave, car allowance paid in lump sum basis, plus continuation of all health and dental benefits for a period of four (4) months as outlined in Section 10 of this agreement.

Section 2: Duties and Authority

A. Employer agrees to employ Clay Thomas Johnson as City Administrator to perform the functions and duties specified in Title 1, Chapter 20 of the Lincoln City Code and to perform other legally permissible and proper duties and functions without interference.

B. Employee is the chief administrative officer of the Employer and shall faithfully perform the duties as prescribed in the job description as set forth in the Employer's charter and/or ordinances and as may be lawfully assigned by the Employer and shall comply with all lawful governing body directives, state and federal law, Employer policies, rules and ordinances as they exist or may hereafter be amended.

C. Specifically, it shall be the duty of the Employee to employ on behalf of the Employer all other employees of the organization consistent with the policies of the governing body and the ordinances and charter of the Employer.

D. It shall also be the duty of the Employee to direct, assign, reassign and evaluate all of the employees of the Employer consistent with policies, ordinances, charter, state and federal law.

E. It shall also be the duty of the Employee to organize, reorganize and arrange the staff of the Employer and to develop and establish internal regulations, rules and procedures which the Employee deems necessary for the efficient and effective operation of the Employer consistent with the lawful directives, policies, ordinances, state and federal law.

F. It shall also be the duty of the Employee to accept all resignations of employees of the Employer consistent with the policies, ordinances, state and federal law, except the Employee's resignation which must be accepted by the Mayor or governing body.

G. The Employee shall perform the duties of city administrator of the Employer with reasonable care, diligence, skill and expertise.

H. All duties assigned to the Employee by the governing body shall be appropriate to and consistent with the professional role and responsibility of the Employee.

I. The Employee cannot be reassigned from the position of city administrator to another position without the Employee's express written consent.

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J. The Employee or designee shall attend, and shall be permitted to attend, all meetings of the governing body, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement, or any amendment thereto or the Employee's evaluation or otherwise consistent with state law.

K. The governing body, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints and suggestions called to their attention to the Employee for study and/or appropriate action.

Section 3: Compensation

A. Base Salary: Employer agrees to pay Employee an annual base salary of \$70,542.50, payable in installments at the same time that the other management employees of the Employer are paid.

B. This agreement may be amended at any time to reflect any salary adjustments that may be a result of a positive performance review in accordance with Section 12.

C. At any time during the term of the Agreement, Employer may, in its discretion, review and adjust the salary of the Employee, but in no event shall the Employee be paid less than the salary set forth in Section 3.A. of the Agreement except by mutual written agreement between Employee and Employer. Such adjustments, if any, shall be made pursuant to a lawful governing body action. In such event, Employer and Employee agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

D. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the level of benefits enjoyed by and/or available to department heads of the Employer as provided by the Employer's policies, Charter, ordinances, or personnel rules and regulations, or other practices.

Section 4: Health, Disability and Life Insurance Benefits

A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, dental and comprehensive medical insurance for the Employee at a minimum, equal to that which is provided to all other employees of the City of Lincoln.

B. The Employer shall reimburse the Employee for term life insurance premiums in an amount not to exceed \$500. The Employee shall name the beneficiary of the life insurance policy and shall provide proof of the existence of such insurance.

Section 5: Vacation, Sick, and Other Leave

A. Upon commencing employment, the Employee shall be credited with 40 accrued vacation leave hours. In addition, upon reaching six (6) months of employment, the employee shall be credited with 80 vacation leave hours. Beginning January 1, 2016, Employee shall be credited with 120 hours of accrued vacation leave which shall continue upon the beginning of each calendar year thereafter and may carry over up to 80 hours to the following year. Employee shall accrue sick leave at a rate of eight (8) hours per month up to a maximum of 200 hours. Any sick leave hours accumulated in over 200 hours may be placed in a retirement reserve. Up to 1,920 hours (240 days) can be placed in the reserve to be used as allowed by IMRF.

Section 6: Automobile

The Employee's duties require exclusive and unrestricted use of an automobile to be mutually agreed upon and provided to the Employee at the Employer's cost as outlined below.

Monthly Vehicle Allowance

The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$3,600 per year, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

Section 7: Retirement

The Employer agrees to enroll the Employee into the applicable state or local retirement system and to make all the appropriate contributions on the Employee's behalf.

In addition to the Employer's payment to the state or local retirement system (as applicable) referenced above, Employer agrees to execute and keep in force all necessary agreements provided by ICMA Retirement Corporation [ICMA-RC] or any other Section 457 deferred compensation plan for Employee's continued participation in said supplementary retirement plan. Beginning May 1, 2016, the Employer agrees to contribute \$3,600 annually (or \$150 per pay period) to the Employee's ICMA-RC Section 457 deferred compensation plan on his behalf.

Section 8: General Business Expenses

A. Employer agrees to budget and pay for professional dues, including but not limited to the International City/ County Management Association (ICMA), the Illinois City/County Management Association (ILCMA), and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer. The Employee acknowledges that the budget and appropriations for FY2014-15 (May 1, 2014 through April 30, 2015) have been established and agrees to abide within the parameters of those budget and appropriation limitations.

B. Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the Illinois Municipal League Annual Conference, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

C. Employer also agrees to budget and pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

D. Employer agrees to support, budget, and pay for expenses of the employee for becoming an ICMA Credentialed Manager recognizing that such a distinction is in the best interests of the City of Lincoln.

E. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. Such expenses may include meals where Employer business is being discussed or conducted and participation in social events of various organizations when representing the Employer. Such expenditures are subject to annual budget constraints as well as state and Employer ethics and purchasing policies. The Employer will disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

F. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer encourages Employee to become an active member in local civic clubs or organizations.

G. Recognizing the importance of constant communication and maximum productivity, Employer shall provide Employee, for business and personal use, a laptop computer, software, internet connection at Employee's permanent residence, mobile phone/personal digital assistant and/or tablet computer for business and personal use, required for the Employee to perform their duties and to maintain communication with Employer's staff and officials as well as other individuals who are doing business with Employer. The Employer shall pay \$100 per month to the Employee in order to maintain the cellular phone/tablet computer expenses necessary for modern communication purposes. Upon termination of Employee's employment, the laptop computer and any other such equipment purchased by the Employer shall remain the property of the Employer.

Section 9: Termination

A. For the purpose of this agreement, termination shall occur when:

1. The majority of the governing body votes to terminate the Employee in accordance with Section 1-20-4 of the Lincoln City Code at a properly posted and duly authorized public meeting.
2. If the Employer, citizens or legislature acts to amend any provisions of the charter, code, enabling legislation pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute a breach of this agreement.
3. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.
4. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of the suggestion.
5. Breach of contract declared by either party with a 30 day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20.

Section 10: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 9.

A. If the Employee is terminated; the Employer shall provide a minimum severance payment equal to six (6) months' salary at the then current rate of pay. This severance shall be paid in a lump sum basis or as agreed to by the Employer and the Employee.

B. The Employee shall also be compensated for all unused vacation leave and for any unpaid stipends on a pro rated basis up to the date of separation.

C. For a minimum period of six months following termination, the Employer shall pay the cost to continue the following benefits:

1. Health and dental insurance for the employee as provided in Section 4A, after which time, Employee will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

D. If the Employee is terminated because of a felony conviction or for cause, then the Employer is not obligated to pay severance under this section. "Cause" for purposes of this agreement shall be defined as:

1. Committed a material act of dishonesty or fraud.
2. Made a material misrepresentation to the City Council, its auditors or regulators.
3. Has appropriated or embezzled City funds, or committed larceny or theft of City property.
4. Committed a felony or crime involving moral turpitude.
5. Willfully disregarded a reasonable directive from or policy established by the City Council, or its related and affiliated entities.
6. Willfully engaged in misconduct or gross negligence in the performance of his duties.
7. Materially violated any representation or covenant in this agreement.

Section 11: Resignation

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of 30 days notice unless Employer and Employee agree otherwise.

Section 12: Performance Evaluation

A. Employer shall annually review the performance of the Employee initially in April 2015, and then in each successive January thereafter subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee.

The annual evaluation process, at a minimum, shall include the opportunity for both parties to: (1) conduct a formulary session where the governing body and the Employee meet first to discuss goals and objectives of both the past twelve (12) month performance period as well as the upcoming twelve (12) month performance period, (2) following that formulary discussion, prepare a written evaluation of goals and objectives for the past and upcoming year, (3) next meet and discuss the written evaluation of these goals and objectives, and (4) present a written summary of the evaluation results to the Employee.

The final written evaluation should be completed and delivered to the Employee within 45 days of the initial formulary evaluation meeting.

B. Unless the Employee expressly requests otherwise in writing, the evaluation of the Employee shall at all times be conducted in executive session of the governing body and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Employer or Employee from sharing the content of the Employee's evaluation with their respective legal counsel.

C. In the event the Employer deems the evaluation instrument, format and/or procedure is to be modified by the Employer and such modifications would require new or different performance expectations, the new instrument (1) must be agreed to by the Employee in writing and (2), then the Employee shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

D. In the event the Employee is an ICMA Credentialed Manager, the multi-rater evaluation tool will be utilized at a minimum of every five years.

Section 13: Hours of Work

As of the date of the execution of this Agreement, the work hours at City Hall are 9:00 am to 5:00 pm, Monday through Friday. It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

The schedule shall be appropriate to the needs of the Employer, and shall allow Employee to faithfully perform his or her assigned duties and responsibilities, and shall be no less than 40 hours per week.

Section 14: Ethical Commitments

Employee will at all times uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto and incorporated herein as Appendix 2. Specifically, Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

Employer shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics. Specifically, neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality and merit.

Section 15: Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting, speaking, or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, speaking, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement. If any opportunity to consult, speak, or teach shall be presented to Employee, he shall receive approval from the Mayor of the City of Lincoln, and any compensation received as a result of these opportunities shall be considered outside the scope of this agreement.

Section 16: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any obligation to pay money or perform or no perform action, including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys' fees, and any other liabilities arising from, related to, or connected with any tort, professional liability claim or demand or any other threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrate or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Administrator or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party.

The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys' fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this City of Lincoln, Illinois - City Administrator Employment Agreement

Section, to be available.

Employee recognizes that Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

Section 17: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 18: Other Terms and Conditions of Employment

A. The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Lincoln, Illinois Charter, local ordinances or any other law.

B. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the level of benefits that are enjoyed by or offered to department heads of the Employer as provided in the Charter, Code, Personnel Rules and Regulations, or by practice.

C. The Employer has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber, available and unappropriated funds of the municipality in an amount sufficient to fund and pay all financial obligations of the Employer pursuant to this Agreement, including but not limited to, the Severance and other benefits set forth in Section 10.

Section 19: Notices

Any notice required to be given with respect to this Agreement shall be in writing, and shall be deemed to have been given:

1. If delivered personally on that day, or
2. Two business days after being deposited with a nationally recognized overnight delivery service with instructions for next day delivery, or
3. One day after receipt of electronic confirmation if sent by facsimile or electronic mail, or
4. Five business days after deposit in mail, certified or registered, return receipt requested, with appropriate postage prepaid, addressed as follows:

EMPLOYER: City of Lincoln, Illinois
700 Broadway Street
Lincoln, Illinois 62656

EMPLOYEE: Clay Johnson
123 S. College Street, Lincoln, IL 62656
clayjohnson@gmail.com

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 20: General Provisions

A. **Integration.** This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the Employer and Employee are merged into and rendered null and void by this Agreement. The Employer and Employee by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. **Binding Effect.** This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. **Effective Date.** This Amended Agreement, originally effective on October 15, 2014, shall become effective on February 16, 2016.

D. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both Employer and Employee subsequent to the expungement or judicial modification of the invalid provision.

E. **Precedence.** In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Council's policies, or Employer's ordinance or Employer's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of Council's policies, or Employer's ordinances, or Employer's rules and regulations or any such permissive law during the term of this Agreement.

City of Lincoln, Illinois

By:  Mayor

Executed this the 18th day of February, 2016.

Employee

Signature: 

Executed this the 18th day of February, 2016.

Appendix 1

SEPARATION OF EMPLOYMENT AND GENERAL RELEASE

This Separation of Employment and General Release Agreement ("Agreement") is made by and between the City of Lincoln, Illinois ("Employer") and Clay Johnson ("Employee").

WHEREAS, Employer has employed Employee as its City Administrator; however, the parties wish of all obligations due and owing Employee, Employer shall:

WHEREAS, The parties desire to set forth the terms and conditions governing Employee's separation of employment and to provide for the settlement and release of any and all disputes or controversies that have arisen, or which may hereafter arise, between Employer and Employee, including without limitation, any and all claims arising out of or in any way related to Employee's employment with or separation from the Employer.

NOW THEREFORE, in consideration of the mutual covenants herein contained and the mutual benefits to be derived therefrom, the sufficiency of which consideration is hereby acknowledged by the undersigned, Employer and Employee agree and state:

1. TERMINATION OF EMPLOYMENT. Upon their mutual agreement, Employee's employment shall terminate on __, 20__, which shall be Employee's final date of employment.

a. Pay Employee an amount equal to four (4) months of his current salary, subject to customary payroll deductions—to include Employee's portion of health and dental insurance premiums for four (4) months to enter into a voluntary agreement to terminate their employment relationship and to resolve any actual or potential claims that either party may have against the other by reason of Employee's employment or termination thereof.

2. NO ADMISSION OF LIABILITY. This Agreement is not an admission by Employee or Employer of any wrongful conduct whatsoever. Both parties deny and disclaim any liability to or wrongful conduct against the other or any third party.

3. PAYMENT AND BENEFITS. Employee shall receive his/her regular paycheck for the pay period ending __, 20__ on or before __, 20__. Employee shall receive on or before __, 20__ an additional payment to compensate for his accumulated leaves (vacation and floating holidays) and comp time, subject to customary payroll deductions.

As consideration for this Agreement and the release contained within, and in full and complete satisfaction:

b. Continue, and pay for, Employer's current health, dental and vision insurance coverages for four (4) months; ending on __, 20__.

[C. INCLUDE ANY OTHER CONSIDERATION, SUCH AS AGREEING NOT TO CONTEST UNEMPLOYMENT, ALLOWING THE EMPLOYEE TO PURCHASE HIS WORK LAPTOP, ETC.]

3. SURRENDER AND VACATION OF EMPLOYER'S PROPERTY. Upon execution of this Agreement, Employee shall deliver all Employers' property in his/her possession and further, shall vacate Employer's property.

4. RELEASE AND WAIVER OF CLAIMS. In consideration of the benefits to be provided to Employee pursuant to this Agreement, Employee—including his heirs and assigns—hereby irrevocably and unconditionally releases, acquits and discharges Employer and each of its past, present and future elected officials, department heads, officers, employees, agents, representatives and attorneys from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, whether known or unknown, arising out of any act, omission, or event from the beginning of time up to the execution of this Agreement. Employee specifically acknowledges and agrees that he is releasing and giving up any right that he may now have under federal or state law or political subdivision thereof and any claims that he may now have or could have asserted against Employer.

Employee specifically agrees to release all claims that against Employer under many different laws, including but not limited to: *the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, and Executive Order 11141, which prohibit age discrimination in employment*; Title VII of the Civil Rights Act of 1964, Section 1981 of the Civil Rights Act of 1866, and Executive Order 11246, which prohibit discrimination based on race, color, national origin, religion, or sex; the Americans with Disabilities Act and Sections 503 and 504 of the Rehabilitation Act of 1973, which prohibit discrimination based on disability; any other federal, state,

or local laws prohibiting employment or wage discrimination; the Fair Labor Standards Act of 1938 and state laws that regulate wage and hour matters; the Family and Medical Leave Act of 1993; the Employee Retirement Income Security Act of 1974; any federal, state, or local laws providing workers' compensation benefits, prohibiting retaliatory or wrongful discharge, otherwise restricting an employer's right to terminate employees, or otherwise regulating employment; claims for breach of contract, promissory estoppel, defamation, slander, or libel; claims for termination pay, severance, or other benefits; and any other federal, state, or local tort or contract claim. Employee expressly waives all rights that he might have under any law that is intended to protect him from waiving unknown claims.

Employer hereby irrevocably and unconditionally releases, acquits and discharges Employee from any and all from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, whether known or unknown, arising out of any act, omission, or event from the beginning of time up to the execution of this Agreement.

5. REFERENCES AND NON-DISPARAGEMENT. If it is necessary for Employer to provide a reference to a prospective employer, Employee agrees that he will direct the prospective employer to contact _____. Additionally, Employee and the elected officials agree that they shall not disparage or make negative comments about each other; provided that this Section shall not apply to comments made to any other governmental entity or as required by law.

6. REPRESENTATIONS AND WARRANTIES. The undersigned parties hereby represent and warrant the following to the other:

a. Employee represents and warrants that: he is legally and mentally competent to sign this Agreement; he/she is the sole owner of any claims against the Employer; he/she has the requisite capacity and authority to make this Agreement, and no portion of any existing or potential claims has been sold, assigned or pledged to any third party; and he/she presently possesses the exclusive right to receive all of the consideration paid in exchange for this Agreement.

b. Employee represents and warrants that he/she has not and will not file any complaints, charges or law-suits against Employer or any of its past, present and future elected officials, department heads, officers, employees, agents, representatives or attorneys with any governmental agency or any court, including without limitation, any claim or matter of any nature whatsoever related to or arising out of his employment with or separation of his/her employment, except Employee expressly reserves the right to file a claim for unemployment benefits. Employee further agrees to indemnify and hold Employer harmless from any and all loss, costs, damages or expenses, including reasonable attorney fees incurred by Employer, arising out of any claim concerning the separation of employment that may hereafter be made by the Employee or any other party.

c. Employer represents and warrants that it has not and will not file any complaints, charges or lawsuits against Employee with any governmental agency or any court, including without limitation, any claim or matter of any nature whatsoever relating to or arising out of Employee's employment with Employer or the separation of his employment from Employer. Employer further agrees to indemnify and hold the Employee harmless from any and all loss, costs, damages or expenses, including reasonable attorney fees incurred by Employee, arising out of any claim arising from the separation of his employment that may hereafter be made by Employer or any other party.

d. Each party is fully aware of the contents of this Agreement and of its legal effect and understands that it should obtain legal advice regarding this Agreement as they deem appropriate. The parties hereto and each of them, have carefully read this Agreement and know the contents thereof, and they signed the same freely and voluntarily.

e. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision.

No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. If any provision in this Agreement is found to be unenforceable, all other provisions will remain fully enforceable.

f. No promise or inducement has been made or offered, except as herein expressly set forth, and this Agreement is executed without reliance upon any statement or representation by any of the released parties or their representatives.

g. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

h. This Agreement and any amendments hereto may be executed in multiple counterparts by the parties. Each counterpart shall be deemed an original.

7. **JURISDICTION.** This Agreement shall be governed by the laws of the State of Illinois, and the Logan County District Court shall have exclusive jurisdiction of any disputes arising under this Agreement.

8. **BINDING EFFECT.** This Agreement shall be binding upon and shall accrue to the benefit of the parties hereto, their respective personal representatives, successors in interest and assigns.

9. **REVIEW & REVOCATION.** The parties acknowledge that Employee may revoke his/her acceptance and execution of this Agreement at any time within seven (7) days of the date of his/her execution of it. Any revocation shall be in writing and shall be effective upon timely receipt by the Employer's Attorney.

If the revocation is submitted by mail, the revocation must be postmarked before the expiration of the seven (7)-day revocation period, and must be sent by overnight mail or other method so that it is received at the above address no later than the next business day immediately following the expiration of the seven (7)-day period. Further, Employee represents that, before accepting and executing this Agreement, he/she was given a review period of twenty-one (21) days in which to consider it. Employee further represents that he: (a) took advantage of as much of this period as required to consider this Agreement before signing it; (b) agrees that they have carefully read the Agreement and the Release included herein; (c) fully understands it; and (d) is entering into it voluntarily. Employee represents that Employer encouraged him/her to discuss this Agreement with an attorney of choice before signing it. This Agreement shall not become effective or enforceable until the seven-day revocation period has expired without Employee having revoked acceptance of it.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates set forth below and each hereby acknowledge receipt of an executed copy of this Agreement.

On behalf of the Employer of the
City of Lincoln, Illinois:

Date:

Employer Attested by:

Date:

Employee:

Date:

On behalf of Employee:

Date:

Appendix 2

ICMA Code of Ethics with Guidelines

The ICMA Code of Ethics was adopted by the ICMA membership in 1924, and most recently amended by the membership in May 1998. The Guidelines for the Code were adopted by the ICMA Executive Board in 1972, and most recently revised in September 2013.

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

Tenet 1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.

Tenet 2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.

GUIDELINE

Advice to Officials of Other Local Governments. When members advise and respond to inquiries from elected or appointed officials of other local governments, they should inform the administrators of those communities.

Tenet 3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.

GUIDELINES

Public Confidence. Members should conduct themselves so as to maintain public confidence in their profession, their local government, and in their performance of the public trust.

Impression of Influence. Members should conduct their official and personal affairs in such a manner as to give the clear impression that they cannot be improperly influenced in the performance of their official duties.

Appointment Commitment. Members who accept an appointment to a position should not fail to report for that position. This does not preclude the possibility of a member considering several offers or seeking several positions at the same time, but once a bona fide offer of a position has been accepted, that commitment should be honored. Oral acceptance of an employment offer is considered binding unless the employer makes fundamental changes in terms of employment.

Credentials. An application for employment or for ICMA's Voluntary Credentialing Program should be complete and accurate as to all pertinent details of education, experience, and personal history. Members should recognize that both omissions and inaccuracies must be avoided.

Professional Respect. Members seeking a management position should show professional respect for persons formerly holding the position or for others who might be applying for the same position. Professional respect does not preclude honest differences of opinion; it does preclude attacking a person's motives or integrity in order to be appointed to a position.

Reporting Ethics Violations. When becoming aware of a possible violation of the ICMA Code of Ethics, members are encouraged to report the matter to ICMA. In reporting the matter, members may choose to go on record as the complainant or report the matter on a confidential basis.

Confidentiality. Members should not discuss or divulge information with anyone about pending or completed ethics cases, except as specifically authorized by the Rules of Procedure for Enforcement of the Code of Ethics.

Seeking Employment. Members should not seek employment for a position having an incumbent administrator who has not resigned or been officially informed that his or her services are to be terminated.

Tenet 4. Recognize that the chief function of local government at all times is to serve the best interests of all of the people.

GUIDELINE

Length of Service. A minimum of two years generally is considered necessary in order to render a professional service to the local government. A short tenure should be the exception rather than a recurring experience. However, under special circumstances, it may be in the best interests of the local government and the member to separate in a shorter time. Examples of such circumstances would include refusal of the appointing authority to honor commitments concerning conditions of employment, a vote of no confidence in the member, or severe personal problems. It is the responsibility of an applicant for a position to ascertain conditions of employment. Inadequately determining terms of employment prior to arrival does not justify premature termination.

Tenet 5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.

GUIDELINE

Conflicting Roles. Members who serve multiple roles – working as both city attorney and city manager for the same community, for example – should avoid participating in matters that create the appearance of a conflict of interest. They should disclose the potential conflict to the governing body so that other opinions may be solicited.

Tenet 6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.

Tenet 7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

GUIDELINES

Elections of the Governing Body. Members should maintain a reputation for serving equally and impartially all members of the governing body of the local government they serve, regardless of party. To this end, they should not participate in an election campaign on behalf of or in opposition to candidates for the governing body.

Elections of Elected Executives. Members shall not participate in the election campaign of any candidate for mayor or elected county executive.

Running for Office. Members shall not run for elected office or become involved in political activities related to running for elected office, or accept appointment to an elected office. They shall not seek political endorsements, financial contributions or engage in other campaign activities.

Elections. Members share with their fellow citizens the right and responsibility to vote. However, in order not to impair their effectiveness on behalf of the local governments they serve, they shall not participate in political activities to support the candidacy of individuals running for any city, county, special district, school, state or federal offices. Specifically, they shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office.

Elections relating to the Form of Government. Members may assist in preparing and presenting materials that explain the form of government to the public prior to a form of government election. If assistance is required by another community, members may respond.

Presentation of Issues. Members may assist their governing body in the presentation of issues involved in referenda such as bond issues, annexations, and other matters that affect the government entity's operations and/or fiscal capacity.

Personal Advocacy of Issues. Members share with their fellow citizens the right and responsibility to voice their opinion on public issues. Members may advocate for issues of personal interest only when doing so does not conflict with the performance of their official duties.

Tenet 8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.

GUIDELINES

Self-Assessment. Each member should assess his or her professional skills and abilities on a periodic basis.

Professional Development. Each member should commit at least 40 hours per year to professional development activities that are based on the practices identified by the members of ICMA.

Tenet 9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

Tenet 10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

GUIDELINE

Information Sharing. The member should openly share information with the governing body while diligently carrying out the member's responsibilities as set forth in the charter or enabling legislation.

Tenet 11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.

GUIDELINE

Equal Opportunity. All decisions pertaining to appointments, pay adjustments, promotions, and discipline should prohibit discrimination because of race, color, religion, sex, national origin, sexual orientation, political affiliation, disability, age, or marital status.

It should be the members' personal and professional responsibility to actively recruit and hire a diverse staff throughout their organizations.

Tenet 12. Seek no favor; believe that personal aggrandizement or profit secured by confidential information or by misuse of public time is dishonest.

GUIDELINES

Gifts. Members should not directly or indirectly solicit any gift or accept or receive any gift—whether it be money, services, loan, travel, entertainment, hospitality, promise, or any other form—under the following circumstances: (1) it could be reasonably inferred or expected that the gift was intended to influence them in the performance of their official duties; or (2) the gift was intended to serve as a reward for any official action on their part.

It is important that the prohibition of unsolicited gifts be limited to circumstances related to improper influence. In de minimus situations, such as meal checks, some modest maximum dollar value should be determined by the member as a guideline. The guideline is not intended to isolate members from normal social practices where gifts among friends, associates, and relatives are appropriate for certain occasions.

Investments in Conflict with Official Duties. Member should not invest or hold any investment, directly or indirectly, in any financial business, commercial, or other private transaction that creates a conflict with their official duties.

In the case of real estate, the potential use of confidential information and knowledge to further a member's personal interest requires special consideration. This guideline recognizes that members' official actions and decisions can be influenced if there is a conflict with personal investments. Purchases and sales which might be interpreted as speculation for quick profit ought to be avoided (see the guideline on "Confidential Information").

Because personal investments may prejudice or may appear to influence official actions and decisions, members may, in concert with their governing body, provide for disclosure of such investments prior to accepting their position as local government administrator or prior to any official action by the governing body that may affect such investments.

Personal Relationships. Member should disclose any personal relationship to the governing body in any instance where there could be the appearance of a conflict of interest. For example, if the manager's spouse works for a developer doing business with the local government, that fact should be disclosed.

Confidential Information. Members should not disclose to others, or use to further their personal interest, confidential information acquired by them in the course of their official duties.

Private Employment. Members should not engage in, solicit, negotiate for, or promise to accept private employment, nor should they render services for private interests or conduct a private business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties.

Teaching, lecturing, writing, or consulting are typical activities that may not involve conflict of interest, or impair the proper discharge of their official duties. Prior notification of the appointing authority is appropriate in all cases of outside employment.

Representation. Members should not represent any outside interest before any agency, whether public or private, except with the authorization of or at the direction of the appointing authority they serve.

Endorsements. Members should not endorse commercial products or services by agreeing to use their photograph, endorsement, or quotation in paid or other commercial advertisements, whether or not for compensation. Members may, however, agree to endorse the following, provided they do not receive any compensation: (1) books or other publications; (2) professional development or educational services provided by nonprofit membership organizations or recognized educational institutions; (3) products and/or services in which the local government has a direct economic interest.

Members' observations, opinions, and analyses of commercial products used or tested by their local governments are appropriate and useful to the profession when included as part of professional articles and reports.