

**CITY OF LINCOLN**  
**REGULAR CITY COUNCIL MEETING**  
**AGENDA**  
**AUGUST 20, 2018**  
**CITY HALL COUNCIL CHAMBERS**  
**7:00 PM**

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Public Participation**
5. **Diane Murphy Springfield Workforce Development-** Regarding helping Kroger dislocated workers
6. **Julie Ship with Hanson Engineering** -Update on design for 5<sup>th</sup> Street Road Project
7. **Ambra Knox & Dave Hansen with CMT** - Update Land Acquisition 5<sup>th</sup> Street Road Project

8. **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 minutes August 6, 2018 Regular City Council Meeting, August 14, 2018 Committee Of The Whole Meeting
- C. Request from The Christian Village to permit the closing of South Main Street from the alley between Fifth and Sixth Street to Sixth Street on Friday, September 28, 2018, from 4:00 PM until 8:00PM for the Annual Fall Festival
- D. Request from the Route 66 Heritage Foundation to permit the closing of First Street between Washington and Jefferson Streets on Sunday, August 26, 2018 from 1:00 PM until 4:00 PM for Governor Rauner's Route 66 Motorcycle Ride through Lincoln

9. **Ordinance and Resolution**

10. **Bids**

- A. Approval of requests for bids for additional sidewalk and curb improvement project targets
- B. Approval of requests for bids for additional street resurfacing/oil and chip project targets
- C. Approval of bid from Shew's Home Construction in an amount not to exceed \$3,450.00 for construction of a wall between the City Clerk's Office & the City Administrator's office

11. **Reports**

- A. City Treasurer Report for July, 2018
- B. City Clerks Report for July, 2018
- C. Department Head Reports for July, 2018

12. **New Business/Communications**

- A. Approval of Letter of Understanding and Agreement between the Logan County Tourism Bureau and The City of Lincoln regarding the Tropics Sign
- B. Approval of loan proposal from State Bank of Lincoln in an amount not to exceed \$60,000.00 for a two- year term at a rate of 2.50 % for the purpose of purpose of purchasing real estate at 716 Broadway Street
- C. Authorization to hire a full-time Sewer Clerk for the City Clerk's Office
- D. Approval of job description for the City Administrator position
- E. Approval of changes to Benefit Package for City Administrator

13. **Announcements**

14. **Possible Executive Session**

15. **Adjournment**

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



**REGULAR CITY COUNCIL MEETING**  
Lincoln City Hall, Council Chambers  
700 Broadway Street | Lincoln, Illinois

**Monday, August 6, 2018**

The Regular Meeting of the City Council of Lincoln was called to order by Mayor Seth Goodman at 7:01 p.m., with proper notice given. City Clerk Peggy Bateman called roll.

**Present:**

Alderman Steve Parrott  
Alderman Tracy Welch  
Alderman Ron Fleshman  
Alderwoman Michelle Bauer  
Alderman Ron Keller  
Alderwoman Heidi Browne  
Alderman Jeff Hoinacki  
Alderman Dayne Dalpoas

**Staff Present:**

City Administrator Elizabeth Kavelman  
City Clerk Peggy Bateman  
City Attorney Blinn Bates  
Treasurer Chuck Conzo  
Fire Chief Mark Miller  
Police Chief Paul Adams  
Building and Safety Officer Wes Woodhall  
Waste Water and Treatment Manager Tim Ferguson  
Streets Superintendent Walt Landers

**Staff Absent:**

None

**Presiding:**

Mayor Seth Goodman

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**Public Comment:**

Mayor Goodman called upon citizens registered to speak, Dr. Hamin Shabazz of Lincoln College (LC) came forward to discuss present and future plans for the college. He wanted to introduce himself to the community and tell everyone about his plans. He comes from a Sul Ross State University in Alpine, Texas. There was a population of about 9,500 in that community. He and his family are fascinated by all the stores in Lincoln and Bloomington. He currently lives in Bloomington.

He said he believes it's important for a college or university to have an intimate relationship with the city they're in. He said he has strived to do this in all the communities where he's worked in past. He has some meetings scheduled with city personnel. He's looking to improve relationships and opportunities to get students engaged in the community, (i.e. clean up the park day) . . . or other chances for students to better know the community and for the community to get to know LC students a little better. He said he'll be working diligently to identify ways for both parties to work together.

He's also working on new programs for LC. One of his main goals is to get the college back to university status. They will be introducing three new programs. A bachelor's of law program, and two master's degree programs together—one in criminal justice, with tracks of police administration, forensic psychology, correctional administration, and three master's of business tracks—one with organizational leadership, marketing, and another with finance.

He is also talking about LC holding potential forums to address various issues in the city. He also wants to put a small business development center. He said it's a little different than a small business incubator. Lastly, he was asking for continued support from the city. He asked if anyone had any questions. There being no further public participation, Mayor Goodman moved to the Consent Agenda.

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### **Consent Agenda by Omnibus Vote:**

A. Payment of Bills

B. Approval of minutes July 16, 2018 Regular City Council Meeting, July 24, 2018 Public Hearing, July 24, 2018 Special City Council Meeting, July 24, 2018 Committee Of The Whole Meeting

C. Request from Logan Railsplitting Association to approve the use of Postville Park from Friday, September 14, through Sunday, September 16, for the Railsplitting Festival and to close various city streets on Saturday, September 15, and Sunday, September 16, 2018 during the festival

Alderman Keller moved to approve the item, seconded by Alderwoman Bauer. Alderman Hoinacki opened discussion—sharing there was a small typo relating to the park usage dates. Alderman Keller moved to approve as amended, seconded by Alderwoman Bauer. Mayor Goodman called for further discussion, there being none, City Clerk Bateman called roll.

**Yeas: (8)** Alderman Steve Parrott, Alderman Tracy Welch, Alderman Ron Fleshman, Alderwoman Michelle Bauer, Alderman Ron Keller, Alderwoman Heidi Browne, Alderman Jeff Hoinacki, Alderman Dayne Dalpoas

**Nays: (0)** None

**Absent: (0)** None

### **6. Ordinance and Resolution:**

A. Ordinance 2018-882, authorizing the purchase of Real Estate at 716 Broadway Street, Lincoln

Alderman Welch moved to approve the item, seconded by Alderwoman Browne. Mayor Goodman called for further discussion, there being none, City Clerk Bateman called roll.

**Yeas: (8)** Alderman Steve Parrott, Alderman Tracy Welch, Alderman Ron Fleshman, Alderwoman Michelle Bauer, Alderman Ron Keller, Alderwoman Heidi Browne, Alderman Jeff Hoinacki, Alderman Dayne Dalpoas

**Nays: (0)** None

**Absent: (0)** None

Mayor Goodman moved to other items on the agenda.

### **7. Bids**

A. Approval of bid from Illinois Valley Paving for the HMA Mill & Overlay Project in an amount not to exceed \$172,564.74

Alderman Parrott moved to approve the item, seconded by Alderwoman Bauer. Mayor Goodman called for discussion, there being none, City Clerk Bateman called roll.

**Yeas: (8)** Alderman Steve Parrott, Alderman Tracy Welch, Alderman Ron Fleshman, Alderwoman Michelle Bauer, Alderman Ron Keller, Alderwoman Heidi Browne, Alderman Jeff Hoinacki, Alderman Dayne Dalpoas

**Nays: (0)** None

**Absent: (0)** None

B. Approval of bid from Beniach Construction for the scarification/oil and chip project in an amount not to exceed \$207,160

Alderwoman Bauer moved to approve the item, seconded by Alderman Dalpoas. Mayor Goodman called for discussion, there being none, City Clerk Bateman called roll.

**Yeas: (8)** Alderman Steve Parrott, Alderman Tracy Welch, Alderman Ron Fleshman, Alderwoman Michelle Bauer, Alderman Ron Keller, Alderwoman Heidi Browne, Alderman Jeff Hoinacki, Alderman Dayne Dalpoas  
**Nays: (0)** None  
**Absent: (0)** None

Mayor Goodman moved to other items on the agenda.

## **8. Reports**

None

## **9. New Business/Communications**

A. Request from the Lincoln Futball Club to approve a proposal to pour a concrete pad at the Lincoln Soccer field for parking and to serve as a runway strip for radio controlled airplanes

Alderwoman Bauer moved to approve the item, seconded by Alderman Welch. Alderwoman Bauer opened discussion, saying the council members should have received an email about the agreements, and through documentation from all parties—it's now clear that the gentlemen building the pad will work with Mr. Woodhall and Mr. Landers. Mayor Goodman called for further discussion, there being none, City Clerk Bateman called roll.

Mayor Goodman called for further discussion, there being none, City Clerk Bateman called roll.

**Yeas: (8)** Alderman Steve Parrott, Alderman Tracy Welch, Alderman Ron Fleshman, Alderwoman Michelle Bauer, Alderman Ron Keller, Alderwoman Heidi Browne, Alderman Jeff Hoinacki, Alderman Dayne Dalpoas  
**Nays: (0)** None  
**Absent: (0)** None

B. Approval of the purchase of a new mower for the Streets & Alley Department from Bee's Club Cadet in an amount not to exceed \$9,590.

Alderman Parrott moved to approve the item, seconded by Alderman Dalpoas. Alderman Keller asked Mr. Landers to open discussion about the state of the equipment in need of replacement. Mr. Landers determined it would be best to purchase a new mower, versus pay thousands of dollars in repairs for the old mower. Mayor Goodman called for further discussion, there being none, City Clerk Bateman called roll.

**Yeas: (8)** Alderman Steve Parrott, Alderman Tracy Welch, Alderman Ron Fleshman, Alderwoman Michelle Bauer, Alderman Ron Keller, Alderwoman Heidi Browne, Alderman Jeff Hoinacki, Alderman Dayne Dalpoas  
**Nays: (0)** None  
**Absent: (0)** None

Mayor Goodman moved to other items on the agenda.

## **10. Announcements**

- City Administrator Elizabeth Kavelman said she and City Attorney Blinn Bates had been working with Comcast® regarding a new 10 year agreement, instead of a 25 year agreement. It will be on the COW agenda next week
- Alderman Keller requested that the city administrator job description be put on the COW next week

#### **11. Possible Executive Session**

None

#### **12. Adjournment**

A motion was made by Alderman Welch, seconded by Alderwoman Bauer; to adjourn. Mayor Goodman called for further discussion, there being none, City Clerk Bateman called roll.

**Yeas: (8)** Alderman Steve Parrott, Alderman Tracy Welch, Alderman Ron Fleshman, Alderwoman Michelle Bauer, Alderman Ron Keller, Alderwoman Heidi Browne, Alderman Jeff Hoinacki, Alderman Dayne Dalpoas

**Nays: (0)** None

**Absent: (0)** None

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#### **Adjournment:**

There being no further business to come before the City Council of Lincoln, Alderman Welch motioned to adjourn, seconded by Alderwoman Bauer. Mayor Goodman adjourned the meeting at 7:18 p.m.

#### **Upcoming Meetings:**

Committee of the Whole | Tuesday, August 14, 2018, at 7 p.m.

Regular Meeting | Monday, August 20, at 7 p.m.

#### **Respectfully Submitted By:**

Alex Williams, Recording Secretary



**COMMITTEE OF THE WHOLE MEETING**  
Lincoln City Hall, Council Chambers  
700 Broadway Street | Lincoln, Illinois

**Tuesday, August 14, 2018**

The Committee of the Whole Meeting of the City Council of Lincoln was called to order by Mayor Seth Goodman at 7 p.m., with proper notice given. City Clerk Peggy Bateman took roll.

**Present:**

Alderman Steve Parrott  
Alderman Tracy Welch  
Alderman Ron Fleshman  
Alderdwoman Michelle Bauer  
Alderman Ron Keller  
Alderdwoman Heidi Browne  
Alderman Jeff Hoinacki

**Staff Present:**

City Administrator Elizabeth Kavelman  
City Clerk Peggy Bateman  
Treasurer Chuck Conzo  
Fire Chief Mark Miller  
Police Chief Paul Adams  
Waste Water and Treatment Manager Tim Ferguson  
Building and Safety Officer Wes Woodhall  
Streets Superintendent Walt Landers

**Absent:**

City Attorney Blinn Bates  
Alderman Dayne Dalpoas

**Presiding:**

Mayor Seth Goodman

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**Public Comment:**

Mayor Goodman called upon citizens registered to speak. Mr. Pat Spaugh came forward to discuss property disputes at 406 2<sup>nd</sup> Street, Lincoln. He said the problem was between his father/family and their neighbors. He said he has a problem and said it will need to be taken care of via a legal matter. He said people put up a fence on his father's property. His neighbor was issued a permit, by the building inspector. He said there was supposed to be a survey done before they put up the fence.

Police have been called at some point, his brother-in-law was detained. He's looking to get some answers, he said it's gotten to a point where it's ridiculous. He said the neighbors also took out a city sidewalk and put in landscape timbers, and now use the space for parking.

Alderman Parrott wanted clarification about the neighbors putting up a fence on his father's property. Mr. Spaugh confirmed, yes, and he had to have a survey done to prove it was his property. He said he

was pretty sure he had to have known where his property line was as he's been living there since the home was built.

He said he's trying to find out . . . Mr. Wes Woodhall said this has been an ongoing issue between both neighbors. He said when the neighbors approached him about a permit, he told the neighbor they could put up a fence—up to their property line. He said the city is not responsible for getting it surveyed, he said if there was any issue at all, the fence could be removed via a civil suit. According to Mr. Woodhall, City Attorney Blinn Bates said this is a civil matter.

He said at the end of the day, you two don't like each other—but they are getting a brand new fence to help with that. He said the fence, when it starts, may or may not be on the property line—but he was advised by counsel that the city did what it was supposed to do.

Mr. Ronald Spaugh stood up from the audience and talked about his boy being put in handcuffs. He said if he takes this 11 inches, he's going to take the whole damn side. He said police can come down and arrest you on your own property for stopping someone from trespassing.

Alderman Welch asked if the fence and the driveway were already up. He said yes, they poured a driveway—they were already encroaching on his father's property. He said then they took out a city sidewalk. Mr. Welch said if the fence and driveway are already in place, then the ordinance and procedures called by the city, did not call for a survey. He said this is probably a learning lesson for the city.

Mr. Spaugh said he has a problem with people being able to be restrained on their own property. Alderman Welch said this is just a reality. Mr. Welch asked Mr. Woodhall if it's possible to require homeowners to get their property surveyed before doing such work. He said he took counsel from the city attorney. Mr. Welch said if we issue permits, we take some of the responsibility for the construction that goes on. Alderman Welch said he sees this as an investment in his property, he did it to his own.

Another relative stood up from the audience and introduced himself [*inaudible*], he said these people are going to keep on pushing, and pushing, and pushing. He said he told Officer Veech he was not going to move anything off of the property. He said he wasn't going to harm anyone. He said he's still been weed eating up and down on the fence line and this is not his property. He said he keeps pushing, and pushing, and pushing.

Alderwoman Bauer said in this particular matter, as it currently reads, the city has done all it can—and it is up to the homeowners to take it on as a civil matter. She said we have to step back and allow you guys to do what you need to do.

Someone else stood up from the audience [*did not share their name*] and asked if the city requires a setback from the property line. Mr. Woodhall chimed in, saying it made sense, but there would be lost land in-between. The gentleman said in the different places he'd been, there was always a setback. He said the point was to resolve issues like this—from ever being created. There being no further public participation, Mayor Goodman moved down to other agenda items.

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**Request by The Christian Village to permit closure of South Main Street between the alley behind Fifth Street Food Mart and 6th Street for their Annual Fall Festival, Sept. 28, 2018 from 4-8 p.m.:**

Alderman Hoinacki said to place it on the consent agenda.

**Request by Route 66 Heritage Foundation of Logan County for a road closure on 1st Street, between Washington and Jefferson Streets, from 1-4 p.m., August 26, 2018, for Governor Rauner's Route 66 Motorcycle Ride through Lincoln:**

Alderman Hoinacki said to place it on the consent agenda.

**Letter of Understanding and Agreement with Logan County Tourism Bureau:**

Alderman Welch opened discussion saying the agreement that is in the packet is a reflection of previous conversations they've had regarding The Tropics Sign. The city will take ownership of the sign, cover the cost of insurance, and cover potential maintenance and upkeep costs. He asked the city clerk what the quote was for the insurance premium. It would be \$83 a year, up to \$75,000 replacement cost.

Alderwoman Bauer said that covers replacement of neon, restructure, paint, falling off of the pole, etc. **Ace Sign Co** of Springfield, Ill. has also been asked to evaluate the sign. She said at this point it was imperative that we get it insured to the value of the project. There being no further comment, the item will be placed on the regular agenda.

**Mannie Gaston RE: Continuous 11th Street congestion with illegal parking of multiple vehicles and trailers by a single owner, and request for the city to strengthen the current Illegal Parking Ordinance:**

City Administrator Elizabeth Kavelman said there is a gentleman who has approached her, he lives by Northwest School. He said there is someone who keeps running his tractor trailer there as well as putting stuff on public sidewalks. Mrs. Kavelman asked Chief Adams what happened earlier in the day as police have been monitoring the situation. Police went down to inspect the site, the truck was not running, but the A/C unit was running, he said they checked on it again at around noon, and then planned to check on it again. He said in a residential area you cannot park a semi-trailer on a street like that anyway.

Mrs. Kavelman said Mr. Gaston was supposed to be at the meeting tonight, to help with the case. She said he even invited the truck owner to park the semi-trailer on his own property. Chief Adams said at last check there was no vehicle parked on 11<sup>th</sup> Street. He said that issue seems to be resolved.

Alderman Parrott said this has been an issue for over the past year, he said this gentlemen is in Ward 2, but the space butts up to Ward 1. He parks a small bus over there, a trailer with "stuff" too—he said Mr. Mannie Gaston has concern about this for when school is in session. He said it's an ongoing issue. Mrs. Kavelman said I don't think it's going to start soon.

Alderman Fleshman asked what the ordinance was. He asked what about recreational vehicles or buses. Chief Adams said they can be parked on the street for up to 72-hours, before they need to be moved. The ordinance does not specify how far they have to be moved. He said his vehicle has been towed before. Mr. Fleshman then asked about salvage trailers . . . Chief Adams said you're not supposed to be junking on your street in trailers either. He said we believe we have it taken care of for now. He said he parks on the street, because he lives in the rental units there and there is no other parking available at the rental space.

Mrs. Kavelman said she had gone by and has taken pictures. She said I don't think this is going to go away, she said he wants more teeth into this. She said we might have him here in future. Alderwoman Bauer asked if the ordinance information was sent to all council members. She said the trailer parking on your street, in your alley, not in your alley—she said in her time with the council, it has continued to be a topic that haunts everyone, yet at the same time, it gets mullied over. She said the answer is never



a good one, it's never clean and easy. It's never unanimous. She said it continues to be something that haunts us. She suggested looking into how to add some teeth in these areas where there is a safety hazard present. There being no further discussion, Mayor Goodman moved further down the agenda.

**Comcast 10-year agreement:**

City Administrator Elizabeth Kavelman opened discussion about the Comcast agreement, she said it's been moved down from a 25-year to a 10-year. It expires in 2019. She said the televised city council meetings will be pulled. The Comcast contact suggested getting the service through Lincoln College students. The agreement is in the packet if the council members had any questions.

Alderman Bauer said she'd be interested in seeing the former agreement just to see how the franchise agreement is broken down. She said for those going to Illinois Municipal League (IML) in September, they could network and look for other options and providers. She said not everyone is happy with their service providers. She thanked Mrs. Kavelman for bringing the issue forward with plenty of time. Treasurer Conzo said franchise fees last year were \$187,987.01. It's projected at \$188,000 for this year. The previous year it was in the \$185,000 range. He said in future, he is predicting it to be roughly the same. He also said the city benefits from sales via the Home Shopping Network type channels. These are commissions. In the most recent quarter, the city received a check for \$44,881.60 in franchise fees—around \$6,000 were commissions from home shopping channels.

Chief Adams wanted to clarify that the police department is not getting free internet. He said they had asked for Comcast at the Police Department in May, but it had not been installed yet.

**Request by Streets and Alley Superintendent to approve sidewalk targets and additional resurfacing targets:**

Superintendent Landers opened discussion saying \$125,000 was budgeted for curb and sidewalk improvements for this year. He said the focus is at three locations downtown, Pekin, College Avenue and Latham Place. Also sidewalks along North Kickapoo Street.

Initial targets are \$188,708.06. The budget is only \$125,000. He said he's chosen out of the locations, to bring it back in budget—the areas of A, B, C, and H. The cost would be roughly \$96,343.62 for these targets. He requested that the targets be put out for bid, and see how they come back before adding or taking away targets.

Alderman Bauer asked if D, E, and F would be put in there—so the companies can see these are potential additional targets that they'd like to hit based on how bids come back. He said those additional locations could be looked at a later date. He said if they hold their unit prices, then the city could look at their unit prices. Mayor Goodman called for further questions. Mr. Landers said if the council members have any questions, he can help explain anything they might need. The item will be placed on the agenda.

**Approval of resurfacing:**

Superintendent Landers opened saying earlier the bids were approved for the HMA resurfacing, oil and chip projects, he'd listed additional oil and chip targets—they will work with the county. He said the total comes to \$120,275.26 for additional targets—and \$240,925 would be the total, estimated approximate cost.

He added Pekin Street, to McLean Street, to Hamilton Street. It runs between the Lincoln Christian Church and the John A. Logan Building. The resurfacing would include the resurfacing of the street and sidewalk ramps at the intersection at Hamilton and Pekin Streets. It would run around \$28,000. And \$441,925 would be the total project cost. That's for the bids and additional targets. They could move up

to \$460,000 if they wanted to move up a couple of projects on other streets. That would leave a contingency of about \$40,000 for additional problems found.

Alderwoman Bauer asked if the additional targets are listed as well—they were not. She said if we were to ask that it be placed on the agenda at \$460,000 then more targets could be added to the list—and ready for next week. He did not know what the targets were off the top of his head, he said he'd have to do more research.

Alderman Keller brought up other targets from last year for 2018—maybe Tremont Street. Alderman Keller said he might be mistaken. Alderwoman Bauer said she'd like to see it on the agenda with \$460,000—the item will be placed on the agenda—with \$460,000 as the budget.

**Approval of lot loan bid for real estate at 716 Broadway Street:**

Treasurer Chuck Conzo said the council already previously approved the loan, he said he and Chief Miller had been working to secure financing. It would be a two year loan, via State Bank of Lincoln at 2.5% interest. The first payment would be due in 2019 in the next fiscal year. Alderman Welch wanted to know what the exact amounts of the payments would be.

It'd be \$60,000 at 2.5% rate, with semiannual payments. They do not have an amortization schedule and do not know the amounts of the exact payments. The quote is good for 45 days from Aug. 2, 2018. Alderman Welch wanted to know if the loan would cover the full amount of the property. Treasurer Conzo said \$10,000 would be paid out of the city's budget. The loan would not exceed \$60,000, they could finance up to \$60,000. This assumes a down payment of that difference. The \$10,000 would come out of the Capital Projects budget. The item will be placed on the agenda.

**Approval of bids received for building a separation wall between the city administrator's and city clerk's offices:**

City Administrator Elizabeth Kavelman said we received three bids, the lowest bidder was Shew's Design Center at \$2,500 for the first part of the project, plus an additional \$950, for added insulation, to eliminate excess noise. Total would be \$3,450. City Clerk Peggy Bateman weighed in, explaining the purpose of the wall to divide offices. She said Mr. Bob Mahrt's office was downstairs, and the clerk's office had taken over the room with two folding machines. She said the city administrator does not have any privacy for phone calls or meetings. She said the machines are noisy. The wall would provide both offices to have plenty of room.

Alderman Keller asked about the rollup door, he said that no longer needs to be sealed up. It could be left as-is with this wall. He also threw out another option, to have the city administrator's office to the break room down the hall. He said he did not know how much the room was used by city staff. He said the refrigerator could be moved. He said we'd be saving \$3,500. Treasurer Conzo said there is a restroom at the end of the break room and he did not know if it would be advisable to have the restroom at the end of the city administrator's office. He said it's also far removed from the copy machine. Alderman Keller said there are also public restrooms for city employees. Treasurer Conzo brought up being cognizant of those who may need a space for breastfeeding.

Alderwoman Bauer asked what budget line this project would be coming from—it would be taken out of buildings and grounds, Treasurer Conzo said there is enough in there for that. Alderman Welch wanted to elaborate on why the city administrator's office cannot be moved back upstairs to where Mr. Clay Johnson's office used to be. Fire Chief Mark Miller has repurposed the office, it's his new space. He said he also likes having the city administrator downstairs and more assessable to the community and staff, he said he thinks downstairs is the right place to be.

Treasurer Conzo said the employee lounge is also cold, he said it's fine as a lounge, but the room is too cold to spend the whole day in there. Mayor Goodman asked Mrs. Kavelman to weigh in. Mrs. Kavelman said she liked her current office and location, but as long as she had a desk and maybe a door—but she said she didn't relish the idea of people stepping over her to use the restroom, she said she guessed she could step out.

Mayor Goodman reiterated the importance of keeping her in her current location, he said it's a good location. Alderman Welch said the clerk's office gets busy at time, he said there are lines—and they'd be standing at her door. Alderman Welch then asked if there were any deadlines for the bids, any timelines. Fire Chief Miller said no deadlines, they'd work evenings and weekends to do the work so it did not disrupt office hours. Mrs. Kavelman said one bid said roughly three to four weeks, but that was one of the higher bids. There being no further questions, the item will be placed on the regular agenda.

**Survey results and liability insurance information received in consideration of the application of a "quiet zone" on the Union Pacific Railway within Lincoln city limits:**

Police Chief Paul Adams said there were more no's than yay's on this survey. He said there were 91 "yes" votes, 110 "no votes,"—18 votes needed more information. Alderwoman Bauer had the survey pulled up. Her laptop was handed to Chief Adams.

Alderman Parrott said it looked like there were people outside of the community voting on this and he was not sure about the accuracy of this. He asked if anyone heard the train from the previous night. He said it went on forever.

Mr. Woodhall said there was also a survey shared on New Herald News and that was 63% "nay" out of 150 votes. Alderman Welch said the numbers were around the same at the time he did a WAND TV interview. He said there was probably a combination of people who lived in Lincoln and those who did not. Chief Adams said when they respond to the survey and submit their votes, there is an IP Address that shows where the survey was taken. Of the responses, 182 were from Lincoln, the next was from Chicago.

Alderwoman Bauer said she thinks it goes back to the council making a decision of whether they want to proceed or not. She said we do have everything with The Lincoln Depot and high-speed rail project in place to enact this if they chose to do so. Alderwoman Bauer said she said all the structural pieces that are normally the hurdles, are in place. She said she had asked Mrs. Kavelman to look up information on insurance and liability. She said her findings were similar to what Mr. Woodhall had shared. She said we may advise to chew on this a bit longer. But at some point in time it's a decision to go or not go—because the rest of it has been done.

Alderman Keller was glad to get a feel for the community's wishes—he asked if we put ourselves at risk as a city—he said we've already implemented everything that needed to be put in place, the four quadrant gate system etc. He said nothing is 100%. He said in his mind it is no longer as big of an objection. He said this is a lengthy process—but he wanted to relay any possible objections if that's what stands in the way of the city pursuing it or not.

Treasurer Conzo brought up Operation Life Saver. He shared a case from several years ago about a train engineer who witnessed—a school bus going around the gates. He remembered the face of the bus driver. The horn saved the lives of those on the bus that day. Train crews are alarmed about "quiet zones," that some consider them "killing fields." He said if these zones persist and multiply, there will be more deaths because those trains won't be heard. He said, "I think safety is always a concern with these." He said it's one of those things where the risks outweigh the benefits.

Mrs. Kavelman told Alderman Keller that she spoke to Mr. McCreedy, when he was in Normal, Ill. at the time they had eight crossings. She said he gave his comment too. There are 27 crossings involved in quiet zones. Treasurer Conzo said some trains will still blow their horns, (i.e. Salt Creek Bridge) in crossings that are not pedestrian crossings.

Mr. Woodhall said they had talked about the cancellation of this, it would need to be instituted through the Federal Railroad Administration (FRA)—a bunch of signed paperwork. The nighttime “quiet zone,” is 10 p.m. to 7 a.m. He said it’s also the most dangerous time. Alderwoman Browne said she can’t vote for something that will remove a layer of safety. She said that’s she feels and that’s how the majority of people feel in the community feel, based on emails and phone calls to her.

Alderman Parrott said he is not convinced by the validity of the survey, he said the item could be placed on the ballot to let voters decide. Treasurer Conzo said it is already too late for this year. Mr. Woodhall said the city is in a good position, nothing will change at this point. Alderman Welch said he liked Alderman Parrott’s idea. He said he personally sees both sides of it, but he does not want someone’s death on his conscious, by voting one way or the other. He said let the people decide. Alderman Welch wanted Treasurer Conzo to explore the timelines and get the information back to the council.

#### **Hiring of an additional clerical position for the City Clerk's Office:**

City Clerk Peggy Bateman opened discussion about the monthly billing—saying the office needs more help. She said she gets feedback about people on both sides of the monthly/quarterly billing issue. She said the volume is tremendous. Over 5,000 people have to pay their bills monthly, versus 1,700 people when there was quarterly billing. She said all they do is put payments in and open envelopes, other things are not getting done. She said a lot of people love to come into the office to pay their bill—they also complain about other things. She said her request is for additional help, even if it’s a temporary role.

Alderman Fleshman said one thing they did not bring up was cross training personnel. He said with additional help they will be able to do that. She said when Rachel was made full-time, that was the intention. She said there’s no time for cross training. . . she said in the meantime people are not making their bill payments on time.

Alderman Welch asked City Clerk Peggy Bateman to elaborate on the cons of going back to quarterly billing. She said by going back to quarterly billing, you’re punishing the people who cannot make the quarterly payment. She said just because it’s good for one, doesn’t mean it’s going to be good for the other.

Alderwoman Bauer said they are trying to preemptively get people used to paying a monthly bill, as the sewer rates have not yet been increased. She wanted to see what the city would be looking at for a full-time versus a part-time role. The big difference would be the health insurance. It would cost around \$700-\$800 per month for a full-time employee.

Alderman Parrott said he is in favor of a temporary, full-time person. The hours could then be reduced to part-time. City Clerk Peggy Bateman said she would not quit a job to come to a job that isn’t guaranteed full-time.

Alderwoman Bauer said for six hours less in the initial phase of things, then they could move to a permanent position—she said a fulltime \$27,000 salary ends up costing the city \$43,000. Alderwoman Bauer said we need to be mindful of that and avoid that if we can get you the help that you need. IMRF was then mentioned, Treasurer Conzo brought up Social Security benefits. Alderwoman Bauer asked, do we need to post for the position, what are we calling the position? The clerk can hire whoever she

wants to. Alderwoman Bauer said do we need to create a position. Treasurer Conzo said they did not have to for part-time. Alderman Welch asked where the money would come from. There is extra in the appropriation lines of the city clerk and sewer line items. He said by the time we get someone hired we'll be more than four months into the fiscal year.

Clerk Bateman said she feels like a failure sometimes because she has sat up and asked for help. She said you guys have no idea how this had gone down on the clerk's office—of what this has done with the software issues, she said I'm not saying it was all perfect going in there, she said they needed help prior to me coming in, and they just never got it.

Alderman Parrott asked about hiring someone full-time as a temp—he wanted to know if they had to get benefits. Treasurer Conzo weighed in about paying them vacation and Social Security. Alderman Welch said he's been a pretty big advocate for the clerk's office. He said at a minimum the city needs to approve of a part-time person.

Alderman Parrott asked if there's room for two part-timers. City Clerk Bateman said she did not know where she would put them.

Alderman Fleshman brought up the water read usage—this bill needs to be implemented ASAP. He said that is coming, getting someone in her office prior to that, could help the city feel more comfortable going ahead with the water/sewer rates. He said we should look at a part-time role [*inaudible*].

Alderman Parrott asked if it would be easier or harder to find someone to work full-time or part-time. She said to her a part-time job is only three days a week. She said she needs someone especially of a morning. Alderwoman Bauer said she'd be okay with having the clerk hire someone part-time. Alderman Parrott asked if they decided to then advance this person to full-time status—would the council have to meet again. The consensus was yes, they would need to come back in and create a full-time position. They could add a second person with the same title. Alderman Parrott wanted to avoid having to talk about it again if 29 hours would not be enough. City Administrator Elizabeth Kavelman said just in the month she had been here, she had never seen the clerk's office so busy, saying customers are waiting outside of a morning—waiting to be let in. She said it's a difficult job for all her staff.

Alderwoman Browne said it would be even more difficult when they add the water reads. She said we need a part-time person at least, and then we're adding more work. She mentioned biting the bullet. She asked, "What do we have to do?" She said we already have a sewer clerk position. Treasurer Conzo said we could create a second, he'd confer with legal counsel though.

Alderman Parrott said if we can expedite this by hiring a part-time person first, they should do that . . . he said if they need to continue to work towards full-time, then they can do that and keep moving on. He asked if it would be helpful.

Alderman Welch said he thought they'd be back in to talk about bumping the person from part-time to full-time eventually, he suggested putting the hiring of a full-time person on the agenda. Then they can work with City Attorney Blinn Bate. He said it's a little fast, but he thought they could get it done. The full-time position item and the ordinance will be put on the agenda.

#### **Discussion of new city administrator's job duties:**

City Administrator Elizabeth Kavelman opened discussion about the City Administrator job description. She said she was confirmed on July 16. She said on the 17, she began her duties, then on the 19<sup>th</sup> there was a meeting held between Alderman Keller, Alderman Welch, Mayor Goodman, and herself.

She said in the meeting they discussed what Mr. Clay Johnson's duties had been. Alderman Keller asked her to highlight what the changes were. She said the document in front of her contained the results of the meeting. She asked if the council wanted her to run through them. City Administrator Kavelman proceeded to read the list of items contained within the proposed job description.

Alderman Keller interjected at one point—saying the language changed from direct to oversee. She then read an email from Alderman Keller where another job duty was added. This was incorporated into item number 11. The Ameren Portal Project was added as item number 15, she said this was another item Alderman Keller came up with. She was also designated by Alderman Keller as the official TIF reporter for the City of Lincoln, this became item number 16. She read an email from Alderman Keller.

Alderman Welch said, "Beth, there are two others as well?" Alderman Keller had asked her to add two additional job duties—11 days after their initial meeting, Alderman Keller added grant writing and economic development initiatives, as well as the creation of a long-term strategic plan for the City of Lincoln. She read those items aloud.

She said she was also deputized as the Liquor Commission Chairperson. Alderman Parrott wanted to know when all the changes came toward her—he wanted to know how she responded. She said I don't mind taking on duties, she said she liked to keep busy, that's why she pursued this job—but she said the last two job descriptions, she had experience with, but they're expensive, typically contract jobs that are contracted out. She said for what she is getting paid and for not having an administrative assistant, like the other ones did, she is down \$22-23,000 less than what the others are paid. She said she loved it, but she gets some spin offs from the clerk's office. She said they are very busy, she works early and late. She said others were in the range of \$70,000. She said if you add more duties, "I just can't do that for this."

Treasurer Conzo wanted her to clarify what she meant by the last two job bullets. She said she was referring to writing grants and the strategic planning portion. She said if she did the strategic planning portion, she would be working nights and weekends. It is a lot of work. She said if grants came her way she had no problem doing that, she had written grants before. She said strategic planning is typically contracted out.

Alderwoman Bauer said she does not think this will be a shock to Mrs. Kavelman, she said she was in favor of hiring a City Administrator position with the full-time salary being what it was with a breadth of knowledge and ability, skill set and degree background and all the things that went along with the GovHR search. The council decided against that. They brought Mrs. Kavelman on board at a salary that was significantly less. She said it should not be surprising to us that there would be an alteration in the duties considering the salary is a lot less. She wanted to publicly state that the last two bullets with regards to economic development and strategic planning—are essential and critical to the city.

She said if we're looking at a reduction in cost to the city for the salary, then she would hope the council would look into taking advantage of Alderman Hoinacki's guest from the U of I or whomever from NIU when they revisited the strategic plan in years past. She said we need to be mindful in contracting someone to write grants for the city—maybe on an adjunct basis or pro-bono basis. She said we should not be expecting her to add these to her duties. She said those are key pieces for the city moving forward. But she did not think that with the agreed upon salary, that they should add those to her duties.

Alderman Keller said when we presented the job description, the tasks would not need to be completed right away. He said I believe we look to our city administrator to help lead and guide us . . . he proposed rewording it. He wrote the words, "help write and chart," he didn't say it was on her back. He said it is incumbent upon the city and he looks to the city administrator to take the lead and move "us" in that

direction. He proposed rephrasing or altering it. He said he believes the city administrator should help guide that process.

Alderwoman Bauer said she goes back to the statement that starts all of the represented duties. She said I don't know that we need to get super hung up in having them listed as long as the council is mindful. She said we as the council set forth the agenda and direction of the city.

City Administrator Kavelman said she felt when she left the meeting that they had captured what the group had wanted. Alderman Parrott said you're going to have an annual review, and it wouldn't be fair to have an evaluation on things that the council might have an expectation for, but is not technically a part of the duties. He did not want to put her in an unfair position. He didn't want to put a whole lot into what the job duties were. It wasn't fair to hire someone on certain expectations and then change them after they were hired. He said he agreed with Alderwoman Bauer before, that they should not hire someone and then change the job description after they are hired.

Alderman Welch said having sat in on the meeting—and seeing some of the additional responsibilities come in—his thoughts were that they put Beth in an unrealistic position. He said we sat down that evening, spending a couple of hours going over the job description, the agreement, but the piece that is not being talked about is the financial aspect. He wanted to see the job description go back to what it was when they walked out of the meeting that night. He said then we can figure out how to tackle some other items.

Mayor Goodman wanted to clarify, he said I don't think she's going to ignore those duties that Alderman Keller came up with, but they should not fall strictly on her shoulders—they should not be added without full council approval because she was hired at a much smaller salary. Mayor Goodman said in her time here, she's been very proactive at meeting with people and reporting back and he did not want to inundate her anymore they they should with things they should all be doing.

Alderman Keller wanted to clarify why he wrote the language the way he did. Mrs. Kavelman weighed in sharing something she had already done pertaining to economic development.

Alderman Welch touched on the TIF reporter role—he asked if it had to fall under the city administrator's duties. He asked if that could go to the treasurer. He asked if Treasurer Conzo could be the TIF administrator. He said she did not know if that was legitimate, truthfully. He did not have an answer. Alderman Welch said Treasurer Conzo probably knew more about the TIF District than the city administrator. Treasurer Conzo said he is familiar with the paperwork, but Alderman Hoefle probably knew more. He did not know if it was legitimate.

Alderman Welch asked City Clerk Peggy Bateman about the Ameren Portal project. She said it's really nothing, it's something that Mr. Johnson had done. She did not know it existed, it's a quarterly thing. You go in every year and look at all the people in the city limits who are paying the utility tax. It's a quarterly thing and then a yearly thing.

Alderman Welch said those small things are okay, he just does not want to increase the responsibilities that they've already given Beth considering the salary that they offered. Alderman Parrott said sometimes with most job descriptions there are just things that come up, unexpectedly, and that expectation would be that Beth would do some of those small things—unless it's something huge. Then they can come back to the table and have a discussion again. Mayor Goodman called for further discussion. There being none, he moved to announcements.

**Announcements:**

Mayor Goodman asked if anyone had any announcements.

- Alderman Welch opened discussion saying **3<sup>rd</sup> Friday's Downtown Lincoln** is on Friday, Aug. 17, in downtown Lincoln. Financially the group has only spent \$2,500 out of the \$10,000 allocated for the events.
- Alderman Keller announced information about the opening of the fitness court on 8<sup>th</sup> Street, the ribbon cutting is on Aug. 16.
- Mr. Tim Ferguson announced his last day at Veolia—he said this is a personal decision he made, but he wanted to assure the council that he had wrapped up projects and issues over the past several weeks. He said **Crawford, Murphy & Tilly, Inc. (CMT)** is in really good shape and he has brought Alderman Fleshman and the City Administrator up to date. Ed Collins and Sean Wright will be helping support the project in the interim. They were present at the meeting.
- Mrs. Kavelman said someone from Springfield will be in Lincoln next week to discuss what can be done to help displaced workers from **Kroger**.
- Mrs. Kavelman said someone from **CMT** will be at the next meeting as well. They are meeting with them on Thursday at 10 a.m.

**Executive Session:**

There being no further announcements to come before the council, Alderwoman Bauer made the motion to move into Executive Session under **2(c)(5)** for the purchase or lease of real property for the use of the public body and **2(c)(1)** of the Illinois Open Meetings Act, seconded by Alderman Welch. Mayor Goodman asked City Clerk Peggy Bateman to call roll.

**Present:**

Alderman Steve Parrott  
Alderman Tracy Welch  
Alderman Ron Fleshman  
Alderwoman Michelle Bauer  
Alderman Ron Keller  
Alderwoman Heidi Browne  
Alderman Jeff Hoinacki

**Yeas: (7)** Alderman Steve Parrott, Alderman Tracy Welch, Alderman Ron Fleshman, Alderwoman Michelle Bauer, Alderman Ron Keller, Alderwoman Heidi Browne, Alderman Jeff Hoinacki

**Nays: (0)**

**Absent: (1)** Alderman Dayne Dalpoas

**Executive Session | 2 C1 and 2 C5:**

The council recessed from the Committee of the Whole meeting at 9:10 p.m. in order to enter Executive Session.

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**Return from Executive Session:**

The council returned from Executive Session at 10:10 p.m. City Clerk Peggy Bateman called roll.

**Present:**

Alderman Steve Parrott  
Alderman Tracy Welch  
Alderman Ron Fleshman  
Alderwoman Michelle Bauer



Alderman Ron Keller  
Alderwoman Heidi Browne  
Alderman Jeff Hoinacki

**Absent:**

Alderman Dayne Dalpoas

Alderwoman Bauer wanted to place the City Administrator job description on the agenda as well as changes in the benefit package. The item will be placed on the agenda as two separate items.

**Adjournment:**

There being no further discussion to come before the City Council of Lincoln, Alderwoman Browne motioned to adjourn, seconded by Alderman Keller. Mayor Goodman adjourned the meeting at 10:11 p.m.

**Upcoming Meetings:**

Regular City Council | Tuesday, August 20, 7 p.m.

Committee of the Whole | Tuesday, August 28, 2018, 7 p.m.

**Respectfully Submitted By:**

Alex Williams, Recording Secretary

# REQUEST TO PERMIT

DATE: 8-9-18

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

closure of South Main St. between  
alley behind 5<sup>th</sup> Street Mart and  
6<sup>th</sup> St.

Annual Fall Festival September 28<sup>th</sup>  
4 PM - 8 PM

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

A Certificate of Insurance Liability for the event is attached.

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

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

Name: The Christian Village

Address: 1507 7<sup>th</sup> St.

Lincoln, IL 62656

Phone: 217-732-2189 Cell: \_\_\_\_\_

Email: jboell@chliving.org



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/09/2018

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

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

<b>PRODUCER</b> Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101  CN108953634-GAWU-18-19	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Midwest Christian Villages, Inc DBA Christian Horizons 622 Emerson Road St Louis, MO 63141	<b>INSURER A :</b> Brickstreet Mutual Insurance Company	NAIC # 12372
	<b>INSURER B :</b> National Fire & Marine Insurance Co	NAIC # 20079
	<b>INSURER C :</b> American Casualty Company of Reading, PA	NAIC # 20427
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
<b>INSURER F :</b>		

**COVERAGES**                                      **CERTIFICATE NUMBER:** CHI-008969740-03                                      **REVISION NUMBER:** 0

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

INSR LTR	TYPE OF INSURANCE	ADL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: SIR: See Acord 101		42PSC30619201	05/01/2018	05/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		BLJA8071830169	05/01/2018	05/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED    RETENTION \$		42USC30519301	05/01/2018	05/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N    N/A		WCB1026244	03/01/2018	03/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability (Claims Made)		42PSC30519201	05/01/2018	05/01/2019	Each Occurrence 1,000,000 Aggregate Per Location 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: The Christian Village, Lincoln, IL

<b>CERTIFICATE HOLDER</b>  Lincoln City Hall 700 Broadway Lincoln, IL 62656	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> of Marsh USA Inc.  Manashi Mukherjee <i>Manashi Mukherjee</i>



**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Marsh USA Inc.		<b>NAMED INSURED</b> Midwest Christian Villages, Inc DBA Christian Horizons 622 Emerson Road St Louis, MO 63141	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Professional Liability limit Continued:  
 GL/PL \$7,500,000 policy Aggregate except Indiana  
 \$150,000 each occurrence/\$750,000 aggregate per location for Indiana

General Liability / Professional Liability SIR  
 \$250,000 each occurrence / \$750,000 GL/PL Aggregate  
 \$100,000 Maintenance

Indiana SIR:  
 \$250,000 each occurrence / 1,250,000 aggregate per location  
 \$100,000 Maintenance

# REQUEST TO PERMIT

JUL 26 2018

DATE: 7/23/18

RECEIVED

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

Road Closure on First Street between  
Washington + Jefferson on Sunday  
Aug 26th for Gov. Rauner Rt 66  
Motorcycle Ride. - 1 to 4 pm.

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

- A Certificate of Insurance Liability for the event is attached.  
 A Certificate of Insurance Liability for the event will be provided to the City no later than \_\_\_\_\_

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

Name: Route 66 Heritage Foundation of Logan County

Address: 738 S. Washington  
Lincoln IL

Phone: 217-671-3790 Cell: \_\_\_\_\_

Email: geoffladd66@gmail.com



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/18/2018

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

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

PRODUCER <b>Terry Werth Insurance</b> 1203 Woodlawn Road Lincoln, IL 62656	CONTACT NAME: <b>Roberta</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL: _____ ADDRESS: _____																				
	<table border="1"> <tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr><td>INSURER A:</td><td><b>Scottsdale Insurance Company</b></td><td></td></tr> <tr><td>INSURER B:</td><td></td><td></td></tr> <tr><td>INSURER C:</td><td></td><td></td></tr> <tr><td>INSURER D:</td><td></td><td></td></tr> <tr><td>INSURER E:</td><td></td><td></td></tr> <tr><td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	<b>Scottsdale Insurance Company</b>		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED <b>Route 66 Heritage Foundation of Logan Co</b> 738 S Washington Street Lincoln, IL 62656																					

COVERAGES    CERTIFICATE NUMBER:    REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR' INSR. WVD.	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC		CPS2786099	2/15/18	2/15/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ Excluded
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					COMBINED SINGLE LIMIT (Ea. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ WC STATUS - TORY LIMITS   OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				

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

Tourism Office; Museum

CITY CLERK  
LINCOLN, IL  
**JUL 26 2018**  
RECEIVED

<b>CERTIFICATE HOLDER</b> City of Lincoln City Hall Lincoln, IL 62656	<b>CANCELLATION</b> No holders  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Melanie Dervhavesets (gd)</i>
--	--



**Shew's Kitchen & Home Design Center**

133 Ball Drive Phone: 217-737-5543

Lincoln, IL 62656 Fax: 888-371-4070

ShewsHomes@gmail.com

Bid only:

Order:

Client: City of Lincoln

Information: \_\_\_\_\_

Date: 8 13 18

By: Mark

## PROPOSED BID:

This proposed bid is based on Prevailing wage And is broken down to two Different Project But based on doing them at the same time.

Project one: \$2500.00

17 foot Long Wall 101 inches tall Drywall on both sides ,wall will be a 2x 6 wall With a sound Deadening insulation Designed for this purpose.

Wall will be finished on the office side to a painted wall Utilizing the existing trim seamed ,it to keep Integrity and look up the main office to match existing Building. The finish on the Utilities side Will be Trim with Simple painted One by 10.

Electrical work Will consist of splitting lighting circuit in to 2 different switches, running The panic Button Through the wall to the far side of the room if possible.

Project 2: \$950.00

Above the drop ceiling We will build a skeleton wall And fasten Specialize Insulation To stop sound From just going through the ceiling. from our experience the ceiling is the concern of most sound deadening system.

Work will be performed in the evenings or weekend unless other arrangement can be made .

$$\begin{array}{r} \$ 2,500.00 \\ + 950.00 \\ \hline = \$ 3,450.00 \end{array}$$

**Brady's Painting & Construction Inc.**  
**725 Woodlwn Rd.**  
**Lincoln, IL 62656**  
**217.605.0272**  
**bradypainter611@yahoo.com**



## **ESTIMATE**

**Date: 07/27/18**  
**To: City Administrators Office**  
**Attention: Chief Miller**

### **Details of Estimate:**

Tarp off floor, desks, cabinets, etc. throughout the room. Frame in a 2x6 dividing wall with insulation. Hang and finish drywall on both sides of wall. Move switch and safety cord onto new wall and prime both sides of new wall. Paint two coats of finish on both sides of wall. Drywall work onto the corners of the new wall will cause drywall mud to go on to existing walls. Existing walls will need painted as well. Baseboards and cabinets will need to be cut out so new wall will be flush with existing. Upper portion of wall will not be secured with the ceiling due to drop ceiling. Hang finished base and chair rail on one side of the wall (finished trim is supplied by the city). If Brady's Painting & Construction Inc needs to provide base, chair rail and stain, seal, sand and finish then there will be an additional cost added.

Price includes all labor (prevailing wage) and material and will be done over the weekends (will take roughly 3-4 weeks)  
Estimated Total \$5,977.50

**Thank You For Choosing Brady's Painting & Construction Inc.**



## MEMORANDUM

**TO:** Mayor and Aldermen of the City of Lincoln  
**FROM:** Walt Landers, Street Superintendent  
**MEETING**  
**DATE:** August 14, 2018  
**RE:** **Curb and Sidewalk Improvement Project Targets**

---

### **Background**

Each year the Lincoln Street Department organizes a Curb Sidewalk Replacement Project to help improve and maintain city sidewalks. These projects also enhance safety and provide a better experience for citizens and visitors as they walk through our city. This year's project has a budget of \$125,000.00.

### **Analysis/Discussion**

Attached to this memo you will find a list of targets for this year's project which focuses on three locations downtown, curb replacement at Pekin and College Ave. and sidewalks along N. Kickapoo from Keokuk St. to Delavan/Latham Pl.

Engineer's estimates for all targets is \$188,708.06, well above our budget of \$125,000.00. I would recommend that we put out for bid Area A, B, C and H with a total estimated construction cost of \$96343.62. After the bids come back we can evaluate the results and adjust our targets from there to complete as much work as possible within budget. If the bids are favorable we can ask contractor to hold unit prices for additional work.

### **Fiscal Impact**

Estimated construction cost of \$96343.62 from the Capitol Projects Fund 60-3600-7844

### **COW Recommendation**

Approve recommended curb and sidewalk targets to put out for bid and place on August 20, 2018 City Council Meeting agenda.

### **Council Recommendation:**

Approve recommend curb and sidewalk targets.

**2018 Lincoln Sidewalk Project - All Targets**

<b>Area A- Clinton and Kickapoo</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
PCC Sidewalk Removal	850	SF	\$ 3.50	\$ 2,975.00
PCC Sidewalk, 4"	850	SF	\$ 10.00	\$ 8,500.00
Driveway Pavement Removal	35	SY	\$ 25.00	\$ 875.00
PCC Driveway, 6"	0	SY	\$ 90.00	\$ -
PCC Driveway, 8"	35	SY	\$ 100.00	\$ 3,500.00
Comb Curb and Gutter Removal	135	LF	\$ 12.00	\$ 1,620.00
Curb and Gutter, Ty. B6.12	135	LF	\$ 55.00	\$ 7,425.00
Class D Pavement Patch, Special	30	SY	\$ 175.00	\$ 5,250.00
Brick Roadway Patch	0	SY	\$ 250.00	\$ -
Concrete Steps, Special	0	SF	\$ 30.00	\$ -
Detectible Warning	30	SF	\$ 40.00	\$ 1,200.00
<b>Section Total</b>				<b>\$ 31,345.00</b>

<b>Area B - Broadway Street</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
PCC Sidewalk Removal	1050	SF	\$ 3.50	\$ 3,675.00
PCC Sidewalk, 4"	863	SF	\$ 10.00	\$ 8,625.00
Driveway Pavement Removal	0	SY	\$ 25.00	\$ -
PCC Driveway, 6"	0	SY	\$ 90.00	\$ -
PCC Driveway, 8"	0	SY	\$ 100.00	\$ -
Comb Curb and Gutter Removal	0	LF	\$ 12.00	\$ -
Curb and Gutter, Ty. B6.12	0	LF	\$ 55.00	\$ -
Class D Pavement Patch, Special	17	SY	\$ 175.00	\$ 2,916.67
Brick Roadway Patch	0	SY	\$ 250.00	\$ -
Concrete Steps, Special	188	SF	\$ 30.00	\$ 5,625.00
Detectible Warning	0	SF	\$ 40.00	\$ -
<b>Section Total</b>				<b>\$ 20,841.67</b>

<b>Area C - Pekin and College</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
PCC Sidewalk Removal	60	SF	\$ 3.50	\$ 210.00
PCC Sidewalk, 4"	0	SF	\$ 10.00	\$ -
Driveway Pavement Removal	15	SY	\$ 25.00	\$ 366.67
PCC Driveway, 6"	0	SY	\$ 90.00	\$ -
PCC Driveway, 8"	0	SY	\$ 100.00	\$ -
Comb Curb and Gutter Removal	350	LF	\$ 12.00	\$ 4,200.00
Curb and Gutter, Ty. B6.12	350	LF	\$ 55.00	\$ 19,250.00
Class D Pavement Patch, Special	0	SY	\$ 175.00	\$ -
Brick Roadway Patch	39	SY	\$ 250.00	\$ 9,722.22
Concrete Steps, Special	0	SF	\$ 30.00	\$ -
Detectible Warning	0	SF	\$ 40.00	\$ -
<b>Section Total</b>				<b>\$ 33,748.89</b>

Area D - Kickapoo Keokuk to Lincoln	Qty	Unit	Unit Price	Total
PCC Sidewalk Removal	560	SF	\$ 3.50	\$ 1,960.00
PCC Sidewalk, 4"	700	SF	\$ 10.00	\$ 7,000.00
Driveway Pavement Removal	25	SY	\$ 25.00	\$ 625.00
PCC Driveway, 6"	25	SY	\$ 90.00	\$ 2,250.00
PCC Driveway, 8"	0	SY	\$ 100.00	\$ -
Comb Curb and Gutter Removal	0	LF	\$ 12.00	\$ -
Curb and Gutter, Ty. B6.12	0	LF	\$ 55.00	\$ -
Class D Pavement Patch, Special	0	SY	\$ 175.00	\$ -
Brick Roadway Patch	0	SY	\$ 250.00	\$ -
Concrete Steps, Special	0	SF	\$ 30.00	\$ -
Detectible Warning	0	SF	\$ 40.00	\$ -
<b>Section Total</b>				<b>\$ 11,835.00</b>

Area E - Kickapoo Lincoln to Peoria	Qty	Unit	Unit Price	Total
PCC Sidewalk Removal	600	SF	\$ 3.50	\$ 2,100.00
PCC Sidewalk, 4"	600	SF	\$ 10.00	\$ 6,000.00
Driveway Pavement Removal	0	SY	\$ 25.00	\$ -
PCC Driveway, 6"	0	SY	\$ 90.00	\$ -
PCC Driveway, 8"	0	SY	\$ 100.00	\$ -
Comb Curb and Gutter Removal	0	LF	\$ 12.00	\$ -
Curb and Gutter, Ty. B6.12	0	LF	\$ 55.00	\$ -
Class D Pavement Patch, Special	0	SY	\$ 175.00	\$ -
Brick Roadway Patch	0	SY	\$ 250.00	\$ -
Concrete Steps, Special	0	SF	\$ 30.00	\$ -
Detectible Warning	0	SF	\$ 40.00	\$ -
<b>Section Total</b>				<b>\$ 8,100.00</b>

Area F - Kickapoo Peoria to Tremont	Qty	Unit	Unit Price	Total
PCC Sidewalk Removal	3100	SF	\$ 3.50	\$ 10,850.00
PCC Sidewalk, 4"	3100	SF	\$ 10.00	\$ 31,000.00
Driveway Pavement Removal	13	SY	\$ 25.00	\$ 333.33
PCC Driveway, 6"	13	SY	\$ 90.00	\$ 1,200.00
PCC Driveway, 8"	0	SY	\$ 100.00	\$ -
Comb Curb and Gutter Removal	80	LF	\$ 12.00	\$ 960.00
Curb and Gutter, Ty. B6.12	80	LF	\$ 55.00	\$ 4,400.00
Class D Pavement Patch, Special	18	SY	\$ 175.00	\$ 3,111.11
Brick Roadway Patch	0	SY	\$ 250.00	\$ -
Concrete Steps, Special	0	SF	\$ 30.00	\$ -
Detectible Warning	120	SF	\$ 40.00	\$ 4,800.00
<b>Section Total</b>				<b>\$ 56,654.44</b>

<b>Area G - Kickapoo Tremont to Latham</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
PCC Sidewalk Removal	650	SF	\$ 3.50	\$ 2,275.00
PCC Sidewalk, 4"	650	SF	\$ 10.00	\$ 6,500.00
Driveway Pavement Removal	0	SY	\$ 25.00	\$ -
PCC Driveway, 6"	0	SY	\$ 90.00	\$ -
PCC Driveway, 8"	0	SY	\$ 100.00	\$ -
Comb Curb and Gutter Removal	0	LF	\$ 12.00	\$ -
Curb and Gutter, Ty. B6.12	0	LF	\$ 55.00	\$ -
Class D Pavement Patch, Special	0	SY	\$ 175.00	\$ -
Brick Roadway Patch	0	SY	\$ 250.00	\$ -
Concrete Steps, Special	0	SF	\$ 30.00	\$ -
Detectible Warning	0	SF	\$ 40.00	\$ -
<b>Section Total</b>				<b>\$ 8,775.00</b>

<b>Area H - Broadway and Chicago</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
PCC Sidewalk Removal	515	SF	\$ 3.50	\$ 1,802.50
PCC Sidewalk, 4"	440	SF	\$ 10.00	\$ 4,400.00
Driveway Pavement Removal	0	SY	\$ 25.00	\$ -
PCC Driveway, 6"	0	SY	\$ 90.00	\$ -
PCC Driveway, 8"	0	SY	\$ 100.00	\$ -
Comb Curb and Gutter Removal	0	LF	\$ 12.00	\$ -
Curb and Gutter, Ty. B6.12	0	LF	\$ 55.00	\$ -
Class D Pavement Patch, Special	9	SY	\$ 175.00	\$ 1,555.56
Brick Roadway Patch	0	SY	\$ 250.00	\$ -
Concrete Steps, Special	75	SF	\$ 30.00	\$ 2,250.00
Detectible Warning	10	SF	\$ 40.00	\$ 400.00
<b>Section Total</b>				<b>\$ 10,408.06</b>

Traffic Control	\$ 5,000.00
Seeding and Erosion Blanket	\$ 2,000.00
<b>Total</b>	<b>\$ 188,708.06</b>



Area A

Curb Replacement

Sidewalk Replacement

Driveway Replacement

Google Earth

© 2016 Google

200 ft

Area B

Railing to be Removed

Light Pole to Remain

Sidewalk Replacement

Steps to be Replaced

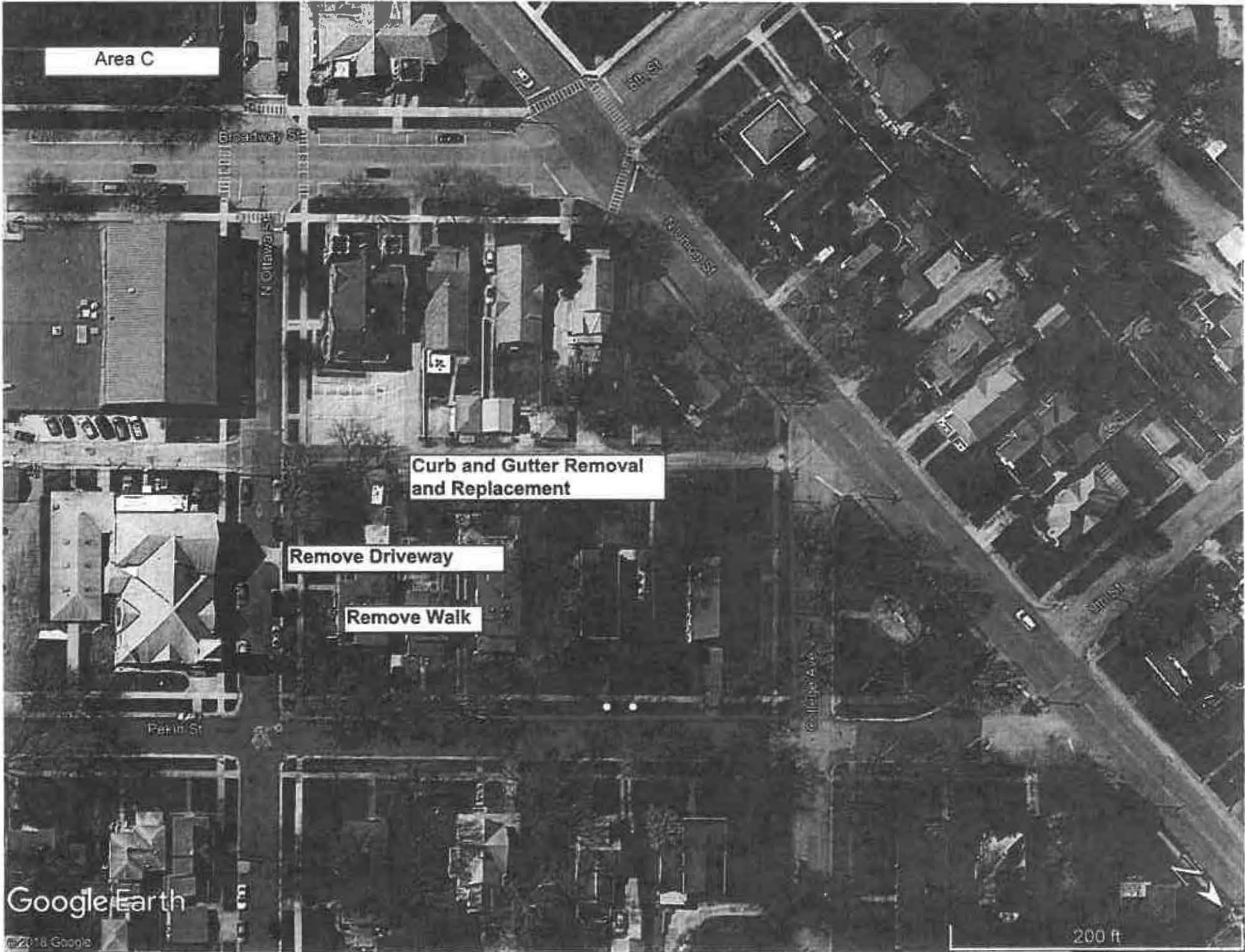
Cherryway St

Google Earth

© 2018 Google

100 ft





Area C

Curb and Gutter Removal and Replacement

Remove Driveway

Remove Walk

200 ft

Google Earth

©2018 Google



Area E

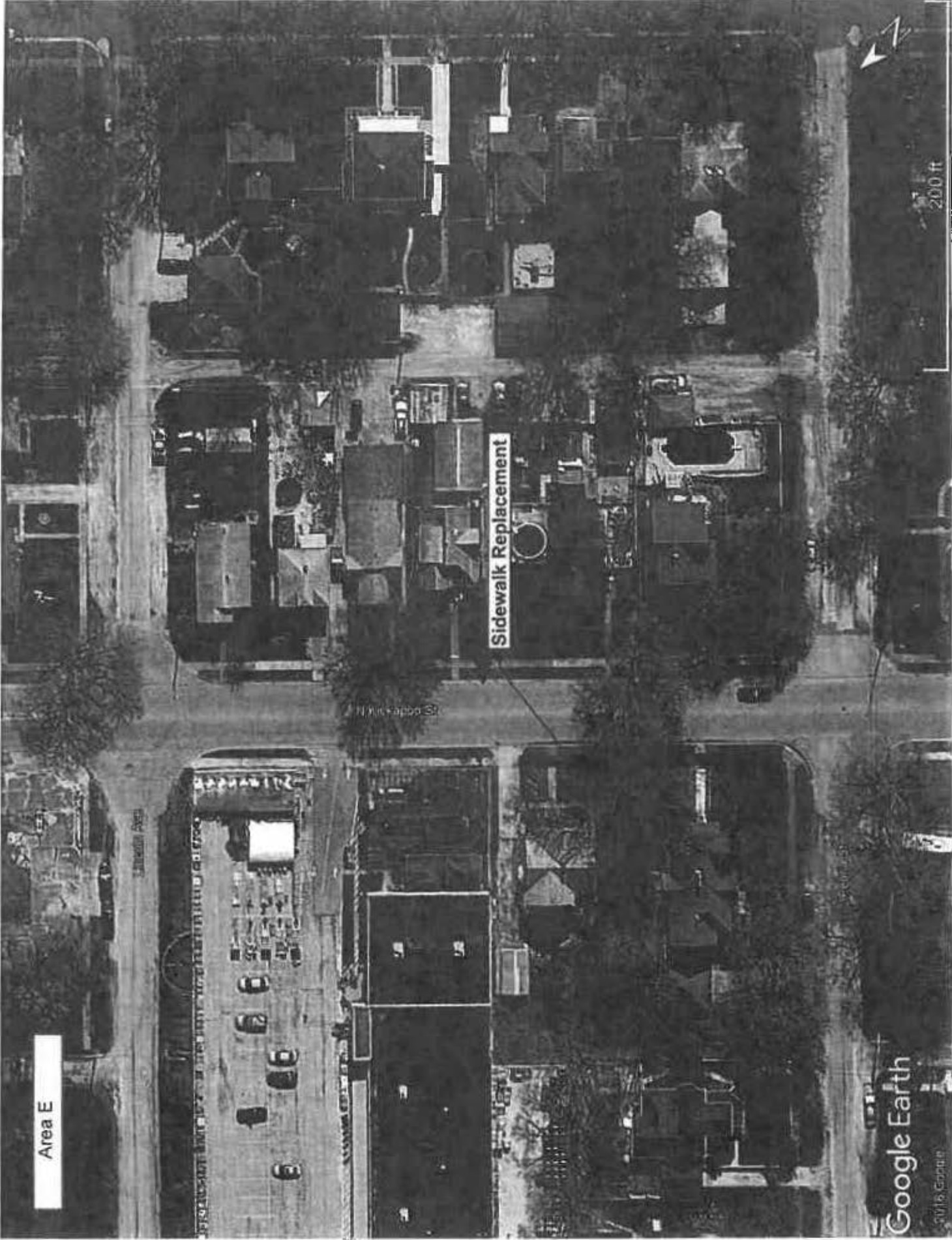
Sidewalk Replacement

200 ft

Google Earth

© 2018 Google





Area E

Sidewalk Replacement

S Lincoln Ave

N Kirkwood St

S Franklin St

200 ft

Google Earth

© 2015 Google



Area F

Curb Replacement

Curb Replacement

Sidewalk Replacement

Sidewalk Replacement

Sidewalk Replacement

Sidewalk Replacement

Curb Replacement

Curb Replacement

Google Earth

200 ft



Area G

Sidewalk Replacement

Treatment St

Lithium St

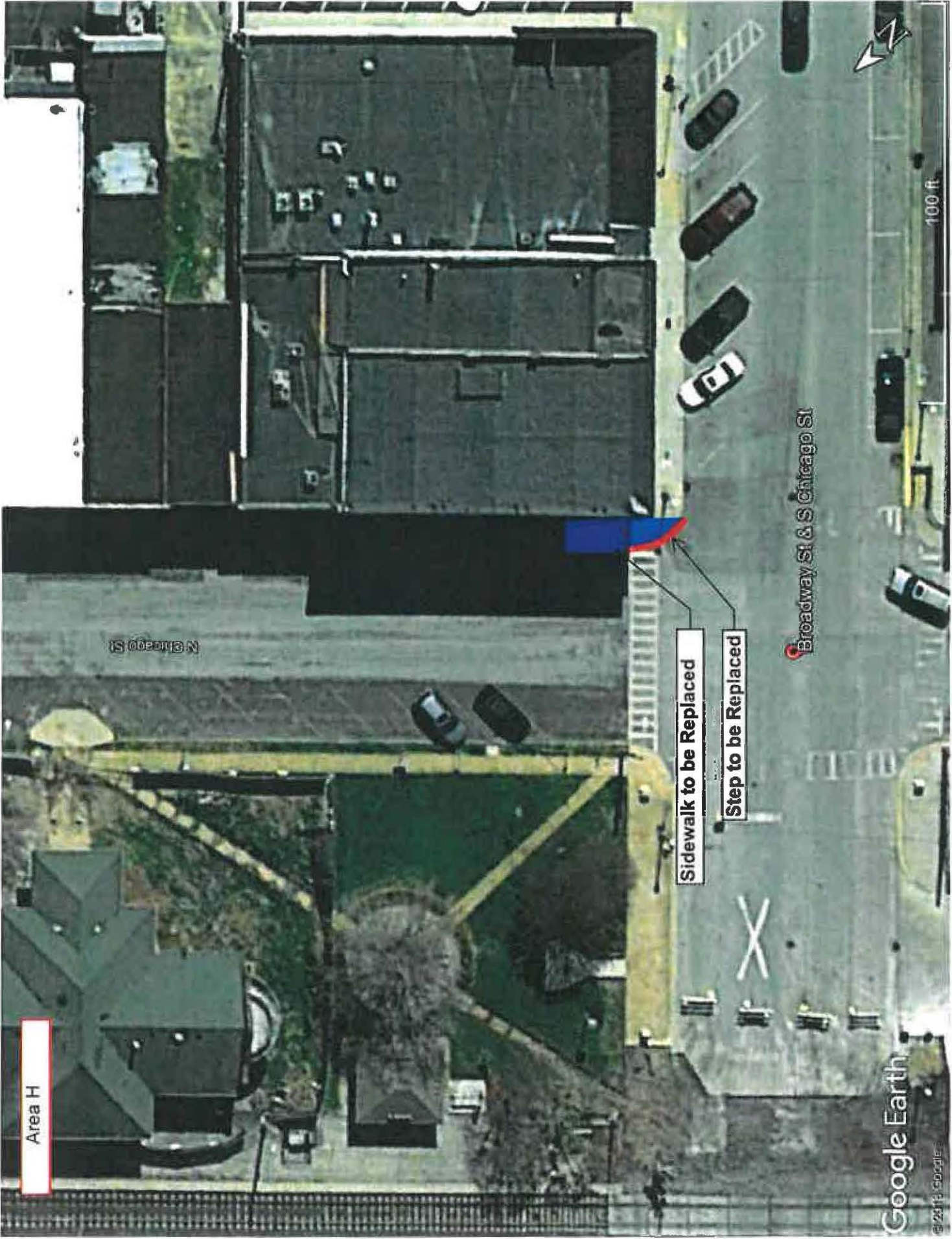
Lithium St

Lithium St

200 ft

Google Earth  
2015 10/20/2015

Area H



Sidewalk to be Replaced

Step to be Replaced

Broadway St & S Chicago St

100 ft

Google Earth

© 2011 Google

## MEMORANDUM

**TO:** Mayor and Aldermen of the City of Lincoln

**FROM:** Walt Landers, Street Superintendent

**MEETING**

**DATE:** August 14, 2018

**RE:** **Additional Street Resurfacing Targets**

---

**Background**

The 2018 Resurfacing Project has a budget of \$500,000.00. We are currently sitting \$207,160.00 for the Scarification/Oil and Chip and \$172,546.74 for the HMA Project for total of \$373724.47. So we have an additional budgeted amount of \$120,275.26 to use for additional targets.

**Analysis/Discussion**

A change has been made to the original list of targets. Peoria St from Hamilton St. to Sherman St. has changed from an oil and chip to a Scarification/ oil and chip, there will be a net change in construction cost for this change I have also added five new segments of oil and chip. I have also made arrangements with the Logan Co. Highway Dept. oil and chip a portion of Connolley Rd and all of Memorial Park Road while they are doing work in that the area for West Lincoln Township. They have given an estimate for both segments at \$15925.00. This brings our oil and Scarification/Oil and Chip project to approximately \$240,925.00.

I have added one target to the HMA project that being Pekin St from Mclean to Hamilton St. at an estimated cost of \$28,000.00 which will bring that project to almost \$201,000.00.

This brings us to a total estimated construction cost of \$441,925.00. We could add an additional targets up to a total of \$460,000.00 leaving us a \$40,000.00 in contingencies.

**Fiscal Impact**

Up to an additional \$120,275.26 from The Capitol Projects Fund 60-3600-7827.

**COW Recommendation**

Approve additional resurfacing targets not to exceed \$120,275.26 in additional construction cost and place on the August 20, 2018, City Council Meeting Agenda.

**Council Recommendation:**

Approve additional resurfacing targets not to exceed \$120,275.26 in additional construction cost.

## City of Lincoln - Oil and Chip Targets 2018 - 8/14/18

Street	From	To	Operation	Area (SY)	Total Cost	Notes
N. Kankakee Street	Harrison Street	E. Feldman Drive	A-1	421.7	\$844.81	
Burlington Street	Kankakee Street	Logan Street	A-1	938.2	\$1,879.73	
Davenport Street	N. Ottawa Street	N. Kankakee Street	A-1	1,159.6	\$2,323.17	
Southgate Street	Northgate Street	Allison Street	A-1	1,435.0	\$2,875.02	
Southgate Street	Allison Drive	Maywood Drive	A-1	2,372.2	\$4,752.75	
Southgate Street	Maywood Drive	Crestwood Ave	A-1	1,108.3	\$2,220.55	
Allison Street	Southgate	Maywood Drive	A-1	1,963.9	\$3,934.65	
Allison Street	Maywood Drive	Crestwood Ave	A-1	3,188.9	\$6,388.94	
Crestwood Ave	Southgate	Allison Street	A-1	2,606.7	\$5,222.46	
McDivitt Avenue	Palmer Street	Feldman Drive	A-1	6,271.1	\$12,564.17	
White Avenue	N. McDivitt Avenue	S. McDivitt Ave	A-1	4,400.0	\$8,815.40	
White Avenue	Cul-de-Sac	Straight	A-1	220.0	\$440.77	
White Avenue	Cul-de-Sac	Circle	A-1	615.4	\$1,233.03	
Lincoln Avenue	Chicago Street	Kickapoo Street	A-1	921.1	\$1,845.45	
Lincoln Avenue	Hamilton Street	Sherman Street	A-1	1,208.9	\$2,422.01	
Pine St.	6th	7th	A-1	1,221.0	\$2,446.27	
Pine St.	7th	8th	A-1	1,738.3	\$3,482.75	
Galena St.	Termini	Kankakee Street	A-1	673.7	\$1,349.80	
Ottawa St.	Harrison Street	Feldman Drive	A-1	382.0	\$765.34	
Peoria Street	Hamilton Street	Sherman Street	A-1	0.0	\$0.00	
Misc. Int.				1000.0	\$2,003.50	
Davenport Street	Kankakee Street	Logan Street	Scarif./A-2	902.8	\$10,025.35	
Wichita Avenue	Kickapoo Street	McLean Street	Scarif./A-2	660.0	\$7,329.30	
Wichita Avenue	McLean Street	Hamilton Street	Scarif./A-2	762.0	\$8,462.01	
Wichita Avenue	Hamilton Street	Sherman Street	Scarif./A-2	770.0	\$8,550.85	
College Avenue	Tremont Street	Peoria Street	Scarif./A-2	1,108.8	\$12,762.98	
College Avenue	Peoria Street	Lincoln Avenue	Scarif./A-2	1,011.1	\$11,678.39	
Peoria Street	Hamilton Street	Sherman Street	Scarif./A-2	1,057.8	\$11,746.62	
Lincoln Avenue	McLean Street	Hamilton Street	Scarif./A-2	1,089.4	\$12,098.28	
Maywood Drive	Southgate Street	Allison Drive	Scarif./A-2	2,640.0	\$29,317.20	
McLean	Omaha	Denver	Scarif./A-2	750.0	\$8,328.75	
Campusview Dr.	Omaha	Denver	Scarif./A-2	960.0	\$10,660.80	
Misc. Int.				900.0	\$9,994.50	

\$67,810.56 Oil and Chip Total  
 \$140,955.03 Reconstruction Total  
 \$10,090.00 Traffic Control  
 \$ 6,120.00 Additional Rock  
 \$224,975.59 Total Construction

**GENERAL HIGHWAY MAP**

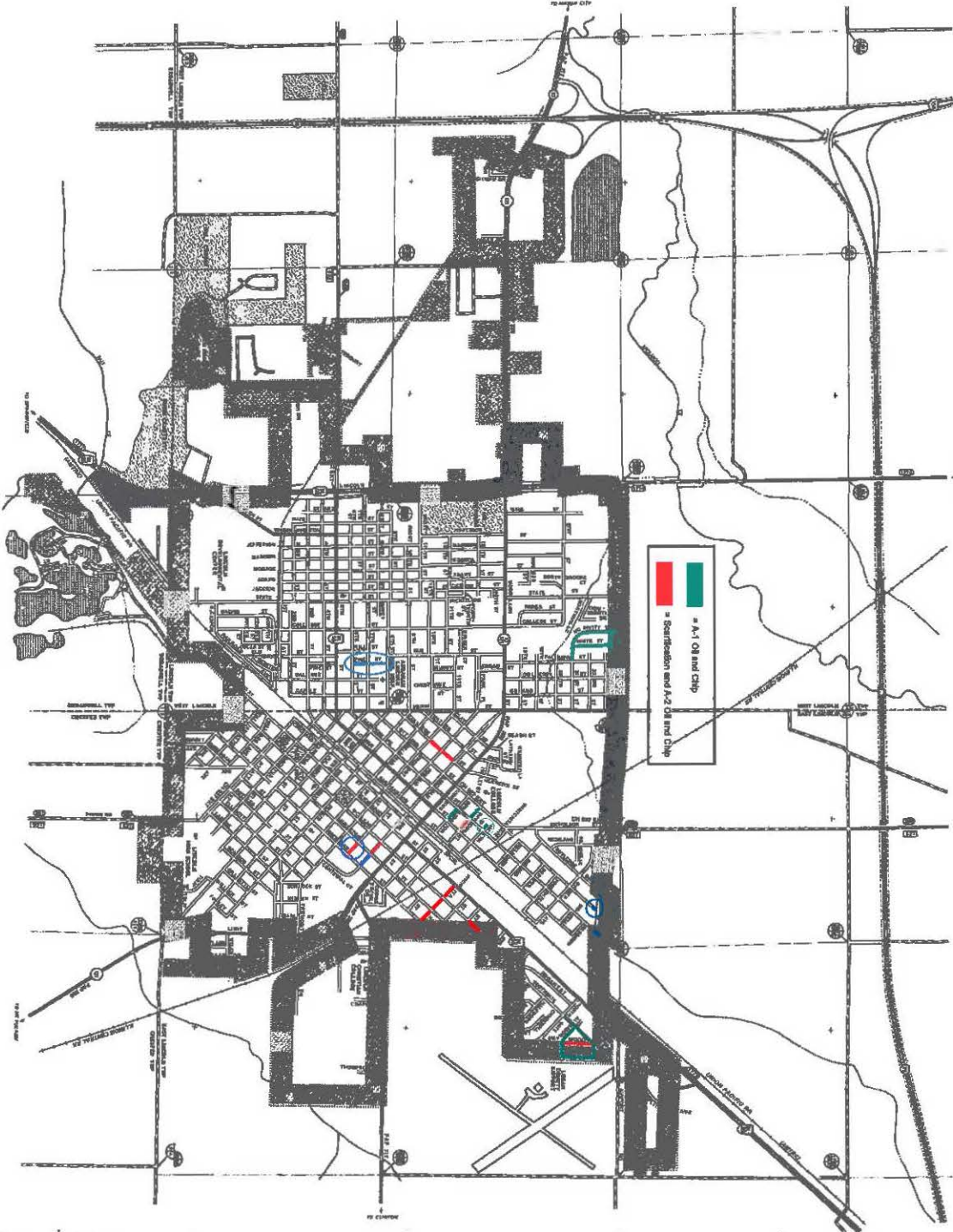
CITY OF  
**LINCOLN**  
LEBAN COUNTY  
ILLINOIS

PREPARED BY THE  
DEPARTMENT OF TRANSPORTATION  
OFFICE OF PLANNING AND PROGRAMS  
IN COOPERATION WITH THE  
CITY OF LINCOLN  
FEDERAL HIGHWAY ADMINISTRATION



**LEGEND**

- ROADS AND STREETS
  - STATE HIGHWAY
  - U.S. HIGHWAY
  - LEBAN COUNTY ROAD
  - CITY STREET
  - UNIMPROVED ROAD
  - RAILROAD
  - RAILROAD CROSSING
  - RAILROAD TUNNEL
  - RAILROAD BRIDGE
  - RAILROAD UNDERPASS
  - RAILROAD OVERPASS
  - RAILROAD TRESTLE
  - RAILROAD VIADUCT
  - RAILROAD TOWER
  - RAILROAD SIGNAL
  - RAILROAD SWITCH
  - RAILROAD STATION
  - RAILROAD DEPOT
  - RAILROAD PLATFORM
  - RAILROAD TRACK
  - RAILROAD CUTTING
  - RAILROAD CUTTING WALL
  - RAILROAD CUTTING FENCE
  - RAILROAD CUTTING POST
  - RAILROAD CUTTING SIGN
  - RAILROAD CUTTING LIGHT
  - RAILROAD CUTTING SOUND
  - RAILROAD CUTTING VIBRATION
  - RAILROAD CUTTING SHOCK
  - RAILROAD CUTTING COLLISION
  - RAILROAD CUTTING FIRE
  - RAILROAD CUTTING EXPLOSION
  - RAILROAD CUTTING TERROR
  - RAILROAD CUTTING PANIC
  - RAILROAD CUTTING CHAOS
  - RAILROAD CUTTING MAYHEM
  - RAILROAD CUTTING DESTRUCTION
  - RAILROAD CUTTING DEATH
  - RAILROAD CUTTING HELL
- STREETS, AVENUES AND DRIVEWAYS
  - STREET
  - AVENUE
  - DRIVEWAY
  - ALLEY
  - LANE
  - COURT
  - BOULEVARD
  - BLVD
  - PKWY
  - DR
  - TR
  - RD
  - HWY
  - EXP
  - EX
  - FR
  - BR
  - VI
  - VIADUCT
  - TRESTLE
  - OVERPASS
  - UNDERPASS
  - CROSSING
  - TUNNEL
  - BRIDGE
  - RAILROAD
  - RAILROAD CROSSING
  - RAILROAD TUNNEL
  - RAILROAD BRIDGE
  - RAILROAD OVERPASS
  - RAILROAD UNDERPASS
  - RAILROAD CROSSING WALL
  - RAILROAD CROSSING FENCE
  - RAILROAD CROSSING POST
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  - RAILROAD CROSSING SHOCK
  - RAILROAD CROSSING COLLISION
  - RAILROAD CROSSING FIRE
  - RAILROAD CROSSING EXPLOSION
  - RAILROAD CROSSING TERROR
  - RAILROAD CROSSING PANIC
  - RAILROAD CROSSING CHAOS
  - RAILROAD CROSSING MAYHEM
  - RAILROAD CROSSING DESTRUCTION
  - RAILROAD CROSSING DEATH
  - RAILROAD CROSSING HELL
- UNIMPROVED ROADS
  - UNIMPROVED ROAD
  - UNIMPROVED DRIVEWAY
  - UNIMPROVED ALLEY
  - UNIMPROVED LANE
  - UNIMPROVED COURT
  - UNIMPROVED BOULEVARD
  - UNIMPROVED BLVD
  - UNIMPROVED PKWY
  - UNIMPROVED DR
  - UNIMPROVED TR
  - UNIMPROVED RD
  - UNIMPROVED HWY
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  - UNIMPROVED VI
  - UNIMPROVED VIADUCT
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  - UNIMPROVED OVERPASS
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  - UNIMPROVED CROSSING
  - UNIMPROVED TUNNEL
  - UNIMPROVED BRIDGE
  - UNIMPROVED OVERPASS
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  - UNIMPROVED CROSSING WALL
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  - UNIMPROVED CROSSING EXPLOSION
  - UNIMPROVED CROSSING TERROR
  - UNIMPROVED CROSSING PANIC
  - UNIMPROVED CROSSING CHAOS
  - UNIMPROVED CROSSING MAYHEM
  - UNIMPROVED CROSSING DESTRUCTION
  - UNIMPROVED CROSSING DEATH
  - UNIMPROVED CROSSING HELL
- RAILROADS
  - RAILROAD
  - RAILROAD CROSSING
  - RAILROAD TUNNEL
  - RAILROAD BRIDGE
  - RAILROAD OVERPASS
  - RAILROAD UNDERPASS
  - RAILROAD CROSSING WALL
  - RAILROAD CROSSING FENCE
  - RAILROAD CROSSING POST
  - RAILROAD CROSSING SIGN
  - RAILROAD CROSSING LIGHT
  - RAILROAD CROSSING SOUND
  - RAILROAD CROSSING VIBRATION
  - RAILROAD CROSSING SHOCK
  - RAILROAD CROSSING COLLISION
  - RAILROAD CROSSING FIRE
  - RAILROAD CROSSING EXPLOSION
  - RAILROAD CROSSING TERROR
  - RAILROAD CROSSING PANIC
  - RAILROAD CROSSING CHAOS
  - RAILROAD CROSSING MAYHEM
  - RAILROAD CROSSING DESTRUCTION
  - RAILROAD CROSSING DEATH
  - RAILROAD CROSSING HELL
- WATERWAYS
  - WATERWAY
  - WATERWAY BRIDGE
  - WATERWAY TUNNEL
  - WATERWAY OVERPASS
  - WATERWAY UNDERPASS
  - WATERWAY CROSSING WALL
  - WATERWAY CROSSING FENCE
  - WATERWAY CROSSING POST
  - WATERWAY CROSSING SIGN
  - WATERWAY CROSSING LIGHT
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  - WATERWAY CROSSING CHAOS
  - WATERWAY CROSSING MAYHEM
  - WATERWAY CROSSING DESTRUCTION
  - WATERWAY CROSSING DEATH
  - WATERWAY CROSSING HELL
- LAND USE
  - RESIDENTIAL
  - COMMERCIAL
  - INDUSTRIAL
  - AGRICULTURAL
  - UNDEVELOPED
  - WATER
  - WOOD
  - FOREST
  - PARK
  - RECREATION
  - SPORTS
  - RELIGIOUS
  - SCHOOL
  - GOVERNMENT
  - UTILITY
  - TRANSPORTATION
  - INDUSTRIAL
  - AGRICULTURAL
  - UNDEVELOPED
  - WATER
  - WOOD
  - FOREST
  - PARK
  - RECREATION
  - SPORTS
  - RELIGIOUS
  - SCHOOL
  - GOVERNMENT
  - UTILITY
  - TRANSPORTATION
- LANDMARKS
  - LANDMARK
  - MONUMENT
  - STATUE
  - MEMORIAL
  - CENOTAPH
  - GRAVE
  - CRYPT
  - CHURCH
  - SYNAGOGUE
  - MOSQUE
  - TEMPLE
  - SHRINE
  - CAULDRON
  - OBELISK
  - SPHERE
  - STELAE
  - MONUMENT
  - STATUE
  - MEMORIAL
  - CENOTAPH
  - GRAVE
  - CRYPT
  - CHURCH
  - SYNAGOGUE
  - MOSQUE
  - TEMPLE
  - SHRINE
  - CAULDRON
  - OBELISK
  - SPHERE
  - STELAE
- UTILITIES
  - UTILITY
  - WATER
  - GAS
  - ELECTRICITY
  - TELEPHONE
  - CABLE
  - SEWER
  - WATER
  - GAS
  - ELECTRICITY
  - TELEPHONE
  - CABLE
  - SEWER
- ADDITIONAL NOTES
  - 1. ALL DISTANCES ARE APPROXIMATE.
  - 2. THIS MAP IS NOT TO BE USED FOR LEGAL PURPOSES.
  - 3. THE CITY OF LINCOLN IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS.
  - 4. THE FEDERAL HIGHWAY ADMINISTRATION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS.



Legend box containing symbols for:  
 - A-1 Oil and Chip  
 - Sandstone and A-2 Oil and Chip

ADDITIONAL NOTES:  
 1. ALL DISTANCES ARE APPROXIMATE.  
 2. THIS MAP IS NOT TO BE USED FOR LEGAL PURPOSES.  
 3. THE CITY OF LINCOLN IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS.  
 4. THE FEDERAL HIGHWAY ADMINISTRATION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS.



DATE	BY	REVISION

Sealcoat estimate for the City of Lincoln, Illinois.

1. Connolley Road – Beginning just south of West Lincoln-Broadwell School to a point just south of Hicks Gas.

Length: 900 Feet  
Width: 22 Feet

HF-P - 800 Gallons  
CM-16 - 30 Tons

2. Memorial Park Road – Beginning at Fifth Street Road to the entrance of Memorial Park.

Length: 2800 Feet  
Width: 22 Feet

HF-P – 3200 Gallons  
CM-16 – 90 Tons

Materials and Labor Estimate:

HF-P Sealcoat Oil: 3200 Gallons @ \$3.14/gallon = \$10,048.00

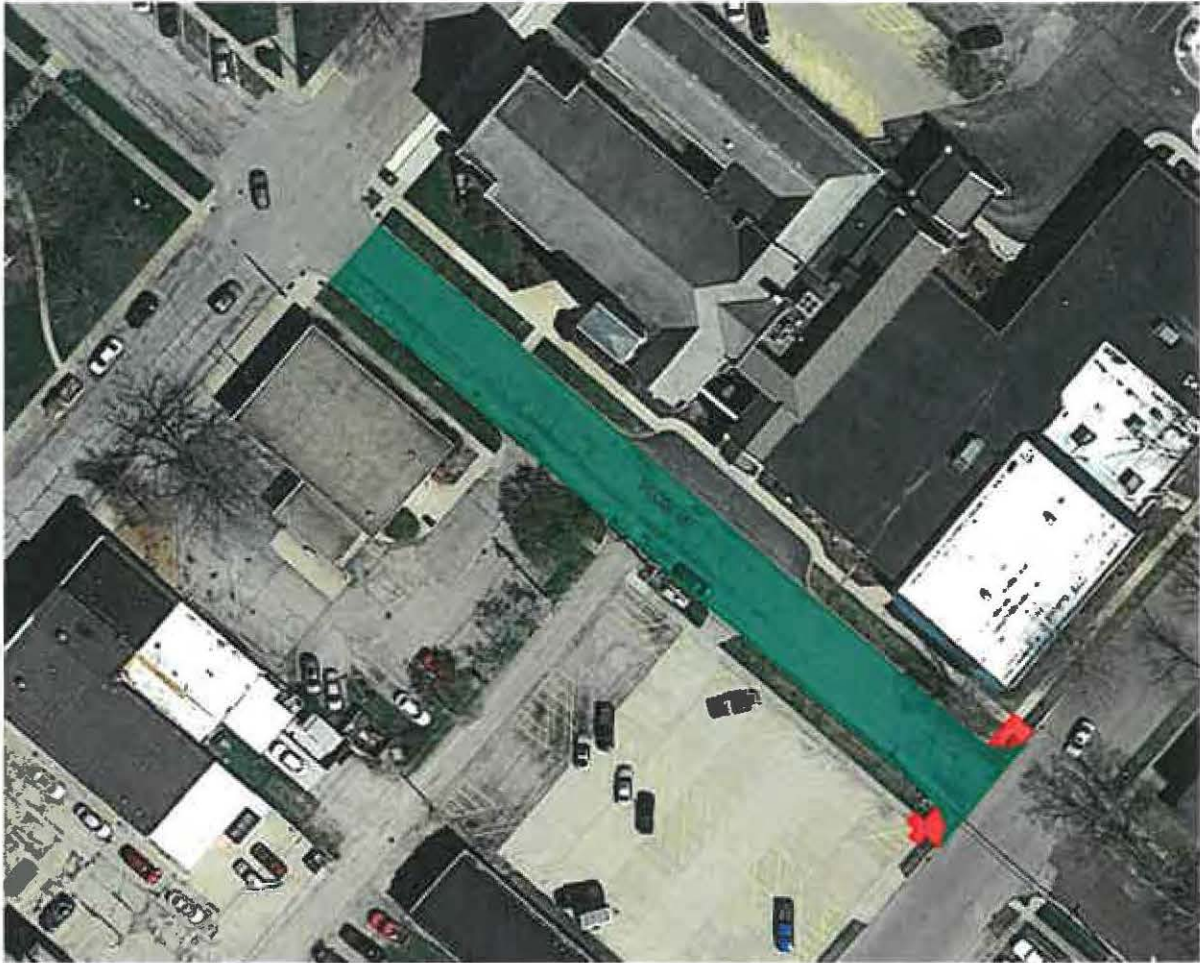
CM-16 Aggregate: 120 Tons @ \$25.10/ton = 3012.00





Equipment and Labor: \$2864.00

Total: \$15,925.00



# Pekin Street - McLean Street to Hamilton Street



	Mill and Overlay
	Sidewalk Improvements
	Driveway Improvements
	Curb and Gutter Improvements

LETTER OF UNDERSTANDING AND AGREEMENT

THIS LETTER OF UNDERSTANDING AND AGREEMENT is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between CITY OF LINCOLN, an Illinois municipal corporation located in Logan County, Illinois, hereinafter referred to as "CITY", and LOGAN COUNTY TOURISM BUREAU, an Illinois corporation with its principal office at 101 North Chicago Street, Lincoln, Illinois 62656, hereinafter referred to as "TOURISM", and both parties hereto hereinafter referred to as "PARTIES", WITNESSETH:

WHEREAS, PARTIES were also parties to a Memorandum of Understanding dated August 17, 2015; and,

WHEREAS, said Memorandum of Understanding provided for the obligations of PARTIES with respect to the restoration of the Tropics Restaurant and Café pole sign, hereinafter referred to a "SIGN"; and,

WHEREAS, upon the restoration and permanent placement of the SIGN, the PARTIES agreed that CITY would be obligated to "accept the maintenance and upkeep of the [SIGN] and its appurtenances"; and,

WHEREAS, SIGN has been fully restored and permanently placed, but there is confusion among the PARTIES as to who will own and insure the SIGN; and,

WHEREAS, PARTIES wish to resolve any confusion with respect to their ongoing obligations for the ownership, insuring, maintenance, and upkeep of SIGN.

NOW, THEREFORE, PARTIES do hereby freely and voluntarily agree as follows:

1. That the Memorandum of Understanding is hereby terminated and this Letter of Understanding and Agreement shall be binding among and between PARTIES hereto.

2. That CITY shall hereafter own and insure SIGN.

3. That CITY shall hereafter pay any and all electricity charges related to SIGN along with any and all upkeep and general maintenance with respect to SIGN, including but not limited to landscaping, and shall keep SIGN and the area surrounding the same in a clean and presentable manner.

4. That TOURISM shall undertake all actions necessary to transfer ownership of SIGN to CITY, if any.

5. That this Letter of Understanding and Agreement supercedes any prior agreements and undertakings between PARTIES hereto with respect to SIGN and represents the complete agreement of PARTIES. However, this Letter of Understanding and Agreement may be amended from time to time pursuant to the written agreement of PARTIES.

Dated as of the day and year first above written.

CITY OF LINCOLN, ILLINOIS

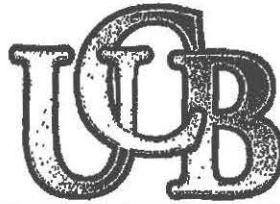
LOGAN COUNTY TOURISM BUREAU

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Seth Goodman  
Mayor

---

Cindy Fleshman  
Its President



UNITED COMMUNITY BANK  
The Leader of Community Banking

August 7, 2018

Attn: Charles Conzo  
Treasurer  
700 Broadway St.  
Lincoln, IL 62656

Re: Purchase Parcel 08-210-065-00

Dear Mr. Conzo:

UNITED COMMUNITY BANK, (hereafter "Bank") is pleased to offer to extend a loan to the City of Lincoln IL, (hereafter "Borrower") subject to the terms, provisions, limitations, and conditions contained herein:

1. Loan Amount: \$60,000
2. Rate: 2.69% (Tax Exempt)
3. Term: 24 months
4. Prepayment Penalty: NONE
5. Bank Fees: \$0.00 up front, all costs to be paid by the borrower associated with the loan.
6. Payments: Annual payments due 5/15/19 & 5/15/20
7. Acceptance of Offer: This offer must be accepted in writing no later than September 6, 2018, and will be deemed accepted only when executed and returned to the Bank's office at 2201 Woodlawn Rd. Suite 100 Lincoln, IL 62656 (Attn: Patrick Gettleman).
8. Loan Closing: To be determined
9. Covenants: So long as Borrower is indebted to Bank, the Borrower shall:
  - 9.1 Maintain, preserve, and keep its buildings and properties and every part thereof in good repair, working order, and condition and from time to time make all necessary and proper repairs, renewals, replacements, addition, betterments, and improvements thereof, so that at all times, the efficiency thereof shall be fully preserved and maintained.

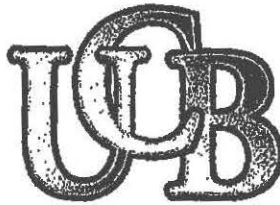
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UCB: Auburn | Bunker Hill | Bushnell | Carlinville | Chatham | Colchester | Divernon | Elkhart | Gillespie | Greenfield | Hudson  
 Lincoln | Loami | Macomb | Mechanicsburg | Pawnee | Pittsfield | Roodhouse | Sherman | Springfield | Winchester  
 Farmers State Bank of Camp Point: Camp Point Mercantile Bank: Quincy | Palmyra, MO  
 UCB Marine: Augusta | Carthage | Hamilton UCB BCSB: Golden | Mt. Sterling



Corporate Office: 301 N. Main Street, Chatham, IL 62629 | 217-483-2491 | UCBbank.com





**UNITED COMMUNITY BANK**  
*The Leader of Community Banking*

- 9.2 Maintain insurance on its equipment at full replacement cost from companies acceptable to the Bank; against liability on account of damage to persons or property; and as required under all workmen's compensation laws. Also, Borrower shall maintain any other insurance as may from time to time be reasonably requested by the Bank and shall deliver certified copies of all such insurance policies to the Bank. Bank shall be named as lien holder for policies. Policies covering personal property shall contain a separate lender's loss payable clause naming Bank.
- 9.3 Duly pay and discharge or cause to be paid and discharged all taxes, assessments, and other governmental charges imposed upon it and its properties or any part thereof, or upon the income or profits therefrom, as well as all claims for labor, materials, or supplies, which if unpaid could become a lien or charge upon its property, except such items as are being in good faith appropriately contested and for which the Borrower has provided adequate reserves.
- 9.4 Carry on and conduct its business in substantially the same manner and in substantially the same areas as such business is now and has previously been carried on, and maintain its legal existence, and comply with all valid and applicable statutes, rules and regulations.
- 9.5 Maintain a standard, modern system of accounting; deliver to Bank financial reports in form satisfactory to Bank as Bank may request from time to time, including but not limited to:
- (a) Annual audited financial statements of Borrower
- and permit the duly authorized representative(s) of Bank at all reasonable times to examine and inspect any of the Borrower's property wherever same may be located.
- 9.6 Comply with all applicable federal, state and local laws, ordinances, rules and regulations, including, but not limited to, all environmental laws, ordinances, rules and regulations and shall keep any real property mortgaged, conveyed or assigned to secure payment of the indebtedness owned by Borrower to Bank (the "Indebtedness") free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations and deliver to Bank such reports and information in form satisfactory to Bank as Bank may request from time to time to establish compliance with this covenants.
- 9.7 Comply with all applicable federal, state and local laws, ordinances, rules and regulations concerning wage payments, minimum wages, overtime laws, and payment of withholding taxes, and deliver to Bank such reports and information in form satisfactory to Bank as Bank may request from time to time to establish compliance with such laws.
- 9.8 If real or personal property, or both, or any interest therein is mortgaged, conveyed, or assigned or a security interest granted therein by the Borrower to the Bank as security for payment on the Loan:

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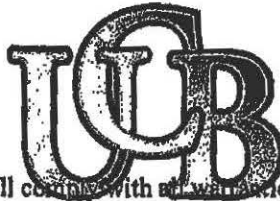
UCB: Auburn | Bunker Hill | Bushnell | Carlinville | Chatham | Colchester | Divernon | Elkhart | Gillespie | Greenfield | Hudson  
Lincoln | Loomi | Macomb | Mechanicsburg | Pawnee | Pittsfield | Roodhouse | Sherman | Springfield | Winchester  
Farmers State Bank of Camp Point: Camp Point Mercantile Banks Quincy | Palmyra, MO  
UCB Marine: Augusta | Carthage | Hamilton UCB BCSB: Golden | Mt. Sterling



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Corporate Office: 301 N. Main Street, Chatham, IL 62629 | 217-483-2491 | [UCBbank.com](http://UCBbank.com)

Member  
**FDIC**



(a) Borrower shall comply with all warranties, covenants and representations of such mortgage commitment to Bank or assignment which warranties, covenants and representations are incorporated by reference herein in their entirety.

9.9 The Bank shall not be required to make any advance or loan to the Borrower if in the opinion of the Bank there exists an uncorrected violation of any Environmental Law or any environmental condition which may impair the Borrower's financial viability, which requires or may require, a cleanup, removal or other remedial actions by the Borrower in connection with its operation under any Environmental Law.

10.0 Other Terms and Conditions:

10.1 Nothing contained in this Agreement or any exhibit attached hereto or any agreement given pursuant hereto shall be deemed or construed as creating any relationship other than that of borrower and lender. There is no partnership or joint venture between the Bank and the Borrower, or between the Bank and any other person and the Bank is not responsible in any way for the debts or obligations of the Borrower or any other person. Nothing in this letter or any attachments makes the Bank a fiduciary for the Borrower or any other person.

10.2 This letter is personal to the parties hereto and is for their sole benefit and is not made for the express or implied benefit of any other person or entity.

10.3 Any appraisals of the Borrower's property or evaluation of the potential profitability of the enterprise to be engaged in by the Borrower in connection with the extension of credit or proposed extension of credit from the Bank to the Borrower, are for the sole benefit of the Bank and do not constitute a representation of the likelihood of financial viability of such enterprise by the Bank to the Borrower.

10.4 This letter, if accepted by the Borrower, constitutes the entire agreement between the Bank and the Borrower. Any and all prior, contemporaneous, oral or written agreements, understandings, statements, customs or practices between the Bank and the Borrower pertaining to the transaction herein described are merged herein. No parties have made any representations, warranties or inducements, express or implied, to any other party, except as expressly set forth herein.

10.5 The Bank reserved the right to rescind this commitment upon written notice to the Borrower if any of the following events, as determined in the sole discretion of the Bank, shall occur between the date hereof and the date of the loan closing:

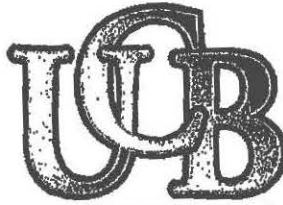
- (a) any materially adverse change in the financial condition of the Borrower,
- (b) any materially adverse change in the character of the collateral to be granted to the Bank in connection with this loan transaction,
- (c) any materially adverse change in the economic conditions prevailing in the industry in which the Borrower does business or in the economy in general, and
- (d) discovery that any of the presentations made at any time by the Borrower to the Bank were untrue at the time they were made or ceased to be true at any time.

UCB: Auburn | Bunker Hill | Bushnell | Carlinville | Chatham | Colchester | Divernon | Elkhart | Gillespie | Greenfield | Hudson  
 Lincoln | Loami | Macomb | Mechanicsburg | Pawnee | Pittsfield | Roodhouse | Sherman | Springfield | Winchester  
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10.6 The terms of this letter may not be modified, waived, discharged or terminated orally, but only by an instrument in writing signed by Borrower and the Bank.

The foregoing representations and covenants shall be continuing in nature and shall be true and correct as of the date made and at all times thereafter until and including the closing, and shall survive the closing of the Loan.

**BANK:**  
**UNITED COMMUNITY BANK**

By:   
Patrick Gettleman, Vice President

Accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

**BORROWER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Federal Tax ID # \_\_\_\_\_

The terms of this letter have been reviewed and are approved:

PLEASE NOTE: Your name(s) will appear on all closing documents exactly as typed above.  
Please note any necessary corrections.

UCB: Auburn | Bunker Hill | Bushnell | Carlinville | Chatham | Colchester | Divernon | Elkhart | Gillespie | Greenfield | Hudson  
Lincoln | Loami | Macomb | Mechanicsburg | Pawnee | Pittsfield | Roodhouse | Sherman | Springfield | Winchester  
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**State Bank of Lincoln**

MEMBER FDIC

## Loan Proposal City of Lincoln

August 2, 2018

State Bank of Lincoln offers the following loan and conditions for your review.

**Borrower:** City of Lincoln

**Amount:** \$60,000

**Type of Loan:** 2 year term loan with a 2 year amortization.

**Purpose:** To finance purchase of vacant lot next to the Lincoln City Fire Department

**Rate:** 2.50%

**Term:** 2 year fixed.

**Amortization:** 2 years.

**Prepayment:** No prepayment penalties.

**Collateral:** Unsecured.

**Repayment:** 4 semi-annual payments of principal and interest with the first payment being May 15, 2019 and semi-annually thereafter.

**Other:** An 18 month fixed rate option with 3 semi-annual payments would also be available. The first payment being May 15, 2019 and semi-annually thereafter. That rate would be the same as the above, 2.50%.

Please don't hesitate to call if you have any questions. I can be reached at 217-732-2751.  
Please sign below if the terms meet your approval. This loan proposal is not to be shared with anyone other than borrowers and their representatives.

Accepted by \_\_\_\_\_ Date \_\_\_\_\_



## City of Lincoln, Illinois

**Borrower:** City of Lincoln, Illinois

**Amount:** \$60,000

**Term:** 2 years

**Rate:** 3.93% fixed rate

**Fees:** Direct Costs, if any.

**Payments:** annual interest only payments.

**Collateral:** Mortgage on Real Estate being purchased

**Purpose:** Purchase of Real Estate located adjacent to Fire Station.

**Conditions:**

1. Annual Audited Financial Statements
2. Receipt of Attorney's Opinion of Tax Exempt Status
3. Perfection of Security Interest in Real Estate.
4. Copy of authorization for such borrowing by City of Lincoln.

This is not a commitment to make a loan, but rather a proposal for loan terms available for a loan as presented above. If the terms above are not acceptable, we can provide alternative terms for review, but these are what we feel would work best for this project.

Proposal is good for 45 days from August 2, 2018.

For any questions contact Brian Ash @ 217-321-3877 or [bash@townandcountrybank.com](mailto:bash@townandcountrybank.com)



## CITY ADMINISTRATOR

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.*

### SUMMARY DESCRIPTION

*Under the direction of the Mayor/City Council, the City Administrator shall be responsible for the effective and efficient administration of all operations of the City. The City Administrator shall plan, direct, and coordinate through the appointed Department Heads the various services and activities as determined by the City Council in accordance with the laws of the State of Illinois and the City of Lincoln Municipal Code.*

### REPRESENTATIVE DUTIES

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. To oversee that all laws and ordinances of the City and to ensure that contracts and permits executed by the City are properly observed by the appropriate departments.
2. Supervise and/or assist appointed Department Heads and employees in the effective and efficient delivery of municipal services.
3. Recommend to the City Council the adoption of ordinances, resolutions, and policies deemed necessary and appropriate for the best interest of the City.
4. Evaluate the work and function of all city departments to ensure that operations and services comply with all applicable laws and regulations, direction as set by the mayor, and the policies as adopted by the city council.
5. Assess community and citizen needs and ensure objectives and priorities are focused on meeting those needs effectively, efficiently and with high quality services.
6. Direct and prepare analyses and recommendations on public policy issues before the council and on short and long term plans for city services.
7. Prepare news releases and materials for dissemination to the media and the public; maintain effective relationships with the media.
8. Assess the information technology assets of the city; develop, implement, and monitor an information technology program designed to ensure IT assets are appropriate and effective for the services needed by the city and the community.
9. Participate in professional and community organizations on behalf of the city; maintain good working relationships with key community constituencies.
10. Participate in regional, state, and national meetings and conferences to stay abreast of municipal trends and technology related to municipal operations.
11. Prepares the City Council Committees of the Whole (COW) Meeting agenda for the Tuesday discussion/non-voting City Council Meetings.

City Administrator (Continued)

12. Recommend to the mayor the appointment, suspension, or termination of department heads, and when necessary, for the good of the city, the suspension or termination of other city employees.
13. Be responsible for all collective bargaining processes of the city, alongside legal counsel, and recommend to the mayor and city council collective bargaining agreements for consideration and possible final approval by the council. The city administrator shall be responsible for administering all employee organization contracts reached through the collective bargaining process, except as provided herein.
14. Be responsible for working with the city treasurer in the preparation of the annual budget and city budget proceedings, in accordance with guidelines as may be provided by the finance committee and/or the city council and in coordination with department heads, and pursuant to state statutes, for review and approval by the mayor and city council.
15. Handles the Ameren Portal Project quarterly and annually as required by the City.
16. Serves as official TIF reporter for the City.

**QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

**Knowledge of:**

- Modern principles, practices, operations, services, and activities of a comprehensive municipal organization.
- Advanced principles and practices of related program development and administration.
- Organizational and management practices as applied to the analysis evaluation of programs, policies, and operational needs.
- Public management theory, principles, and practices and their application to a wide variety of services and programs including but not limited to human resources, inter-organizational cooperation, and leadership.
- Principles and practices of disaster preparedness, response, and recovery.
- Use and maintenance of municipal equipment and resources. New trends, innovations and recent court decisions and how they may affect city operations.
- Methods and techniques of effective public relations.
- Pertinent federal, state, and local laws, codes, and regulations.
- Principles and practices of municipal organization, administration, personnel management and labor relations.
- Principles and practices of municipal budget preparation and administration.
- Principles of supervision, training, performance evaluation and progressive discipline.
- Social, racial, cultural, economic, demographic and geographic composition of the community.
- Local concerns and political issues.
- Modern office procedures and methods including computer equipment, word processing, spreadsheet, database, graphic presentations and other specialized software applications, internet, electronic communication usage and methods, and public safety computer systems and protocols.
- Effective time management.
- Principles of effective public speaking, conflict resolution and excellent customer service.

**Ability to:**

- Effectively formulate, organize, and administer sound policy.
- Develop and administer departmental goals, objectives, and procedures.
- Analyze and assess programs, policies, and operational needs and make appropriate adjustments.
- Identify and respond to sensitive community and organizational issues, concerns, and needs.

CITY OF LINCOLN

City Administrator (Continued)

- Plan, organize, direct, and coordinate the work of staff.
- Delegate authority and responsibility.
- Select, supervise, train, and evaluate staff.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Prepare clear and concise administrative and financial reports.
- Interpret, apply, explain, and make decisions in accordance with applicable federal, state, and local policies, laws, regulations, and the collective bargaining agreement provisions.
- Operate modern office equipment and computers including applicable software applications.
- Effectively present information and respond to questions from staff, management, clients, customers, stakeholders, and the general public.
- Gain cooperation through discussion and persuasion.
- Mediate and resolve conflicts.
- Demonstrate tact and diplomacy.
- On occasion, work irregular and on-call hours including weekends, evenings, and holidays.
- Meet the physical requirements necessary to safely and effectively perform the assigned duties.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

**Education and Experience Guidelines** – *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

**Education/Training:**

Bachelor's degree from an accredited college or university with major course work in political science, business, or public administration, or a related field. A Master's Degree in Business/Public Administration or Public Policy is preferred.

**Experience:**

Five years of increasingly responsible experience as a City Manager/Administrator, Assistant City Manager/Administrator, or Department Head is desirable.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT
--

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations will be made to enable individuals and disabilities to perform the essential job functions.*

**Environment:** Work is performed primarily in a standard office setting with some travel to various locations to attend meetings or inspect, supervise, and/or perform department activities. Incumbents may be required to work extended hours including evening and weekends and may be required to travel outside City boundaries to attend meetings; subject to emergency call-out at any time.

**Physical:** Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, knee, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

CITY OF LINCOLN  
City Administrator (Continued)

**Vision:** See in the normal visual range with or without correction.

**Hearing:** Hear in the normal audio range with or without correction.

\*Administration has the right to add or change these duties of the position at any time.

Unrepresented – Executive  
FLSA Status: Exempt  
July, 2018

ACKNOWLEDGMENT
----------------

I acknowledge that I have read the job description and requirements for the City Administrator position and I certify that I can perform these functions.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\*Administration has the right to add or change these duties of the position at any time.

# ICMA Code of Ethics

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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:

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.
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
3. Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.
4. Recognize that the chief function of local government at all times is to serve the best interests of all people.
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.
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.
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.
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.
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.
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.
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.
12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

*Adopted by the ICMA Executive Board in 1924, and most recently revised by the membership in June 2017.*



City of Lincoln, Illinois  
City Administrator  
Employment Agreement

# Contents

<b>Introduction</b>	<b>4</b>
<b>Section 1: Term</b>	<b>4</b>
<b>Section 2: Duties and Authority</b>	<b>4</b>
<b>Section 3: Compensation</b>	<b>5</b>
<b>Section 4: Health, Disability, and Life Insurance Benefits</b>	<b>5</b>
<b>Section 5: Vacation, Sick, and Other Leave</b>	<b>5</b>
<b>Section 6: Automobile</b>	<b>6</b>
<b>Section 7: Retirement</b>	<b>6</b>
<b>Section 8: General Business Expenses</b>	<b>6</b>
<b>Section 9: Termination</b>	<b>7</b>
<b>Section 10: Severance</b>	<b>7</b>
<b>Section 11: Resignation</b>	<b>8</b>
<b>Section 12: Performance Evaluation</b>	<b>8</b>
<b>Section 13: Hours of Work</b>	<b>9</b>
<b>Section 14: Ethical Commitments</b>	<b>9</b>
<b>Section 15: Outside Activities</b>	<b>9</b>
<b>Section 16: Indemnification</b>	<b>9</b>
<b>Section 17: Bonding</b>	<b>10</b>
<b>Section 18: Other Terms and Conditions of Employment</b>	<b>10</b>
<b>Sections 19-20: Notices and General Provisions</b>	<b>10-11</b>
<b>Appendix 1: Separation of Employment and General Release</b>	<b>12</b>
<b>Appendix 2: ICMA Code of Ethics and Guidelines</b>	<b>15</b>



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# Introduction

This Agreement, made and originally effective on July 17, 2018, and subsequently amended (if needed) effective August 20, 2018, by and between the City of Lincoln of Illinois, a municipal corporation, (hereinafter called "Employer") and Elizabeth Ann Kavelman, (hereinafter called "Employee") an individual who has the education, training, and experience in local government management and who both of whom agree as follows:

## Section 1: Term

- A. This Agreement shall remain in full force and effect from July 17, 2018, 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 July 17, 2018, to April 30, 2021. This Agreement shall automatically be renewed on its anniversary date for a one (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 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 Elizabeth Ann Kavelman as City Administrator to perform the functions and duties specified in Title I, 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 government 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 by 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.
- 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 Employer'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 \$50,000.00, 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 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 one (1) week/40 accrued vacation leave hours. In addition, upon reaching six (6) months of employment, beginning January 1, 2019, Employee shall be credited with two (2) weeks/80 accrued vacation leave hours. Beginning January 1, 2020, Employee shall be credited with three (3) weeks/120 accrued vacation leave hours which shall continue upon the beginning of each calendar year thereafter and may carry over up to 80 hours vacation leave to the following year.
- B. 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 \$1,800.00 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 placement 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.

Beginning July 17, 2018, the Employer agrees to contribute \$3,600.00 annually (or \$150.00 per pay period) to the Employee's cash payment in lieu of an ICMA-Retirement Corporation deferred compensation plan.

## 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) 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 FY2018-FY2019 (May 1, 2018 through April 30, 2019) 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 Credential 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 monies upon receipt of duly executed expense or petty case 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 club or organizations.
- G. Recognizing the importance of a 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 \$1,200.00 per year, \$100.00 payable monthly, 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 purchases 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 (6) 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. Make 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 July, 2019, and then in each successive July, thereafter, subject to 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 a.m. to 5:00 p.m., 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 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 individual 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 her responsibilities under this Agreement. If any opportunity to consult, speak, or teach shall be presented to Employee, she 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 not 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 proceedings, whether civil, criminal, administrative, arbitrative, or investigation, whether groundless or otherwise, arising out of an alleged act of 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 of 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 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 provide 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 (2) business days after being deposited with a nationally-recognized overnight delivery service with instructions for next-day delivery, or
3. One (1) day after receipt of electronic confirmation if sent by facsimile or electronic mail, or

4. Five (5) business days after deposit in mail, certified or registered, return receipt requested, with appropriate postage prepared, addressed as follows:

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

EMPLOYEE: Elizabeth Ann Kavelman  
304 Tenth Street  
Lincoln, Illinois 62656  
% Jason and Alexandria Williams  
bkavelman@lincolnil.gov

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 shall become effective on July 17, 2018.
- 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 rule 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 \_\_\_\_\_ day of \_\_\_\_\_, 2018.

### Employee

Signature: \_\_\_\_\_  
Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.



