

**CITY OF LINCOLN**  
**REGULAR CITY COUNCIL MEETING**  
**AGENDA**  
**MAY 21, 2018**  
**CITY HALL COUNCIL CHAMBERS**  
**7:00 PM**

**1. Call to Order**

**2. Roll Call**

**3. Pledge of Allegiance**

**4. Public Participation**

**5. Consent Agenda by Omnibus Vote**

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

A. Payment of Bills

B. Approval of minutes May 7, 2018 Regular City Council Meeting, May 15, 2018 Committee Of The Whole Meeting

C. Request from Lincoln Park District to use various city streets for a 5K run, in conjunction with Pigs & Swigs, on June 2, 2018 starting at 8:00 a.m.

D. Request from the Third Friday Committee to close various city streets for Third Friday events on Friday, June 15, 2018, Friday July 20, 2018, Friday, August 17, 2018 and Friday, September 21, 2018 from 3:00 p.m. 9:00 p.m.

**6. Ordinance and Resolution**

Ordinance amending the billing and penalty provisions for Waste Hauling and Sewerage Service within the City of Lincoln, Illinois

**7. Bids**

A. Approval of bid from Egizii Electric, Inc. for the replacement of the Video Detection System at the corner of Keokuk & N. Logan Street, in an amount not to exceed \$33,750.00

B. Approval of bid from JC Dillon, Inc. for plumbing at the Police Station North Annex Garage in amount not to exceed \$29,560.00

C. Approval of bid from B&B Electric, Inc. for electrical work at the Police Station North Annex Garage in an amount not to exceed \$47,120.00

**8. Reports**

A. City Treasurer Report for April, 2018

B. City Clerks Report for April, 2018

C. Department Head Reports for April, 2018

**10. New Business/Communications**

A. Approval of Lease Agreement with Logan County Tourism Bureau for use of the City lot at the corner of Kickapoo and Pekin Streets for use as a Welcome Park

B Approval of request to hire a Firefighter from the new candidate list

C. Approval of request from Sam Sorrento's Ristorante for a façade grant in an amount not to exceed \$10,000.00 for property at 604 Broadway Street, Suite 2, in accordance with the recommendation of the TIF committee

D. Advise and consent to Mayoral appointments for F.Y.2018-2019 as follows:  
Chief of Police, Assistant Chief of Police, Administrative Assistant to the Chief of Police, Fire Chief, Street & Alley Superintendent, building & Safety Official, Deputy Building & Safety Official

E. Swearing in of newly voted upon officials

F. FY 18-19 pay increases for non-union city employees per approved budget effective May 1, 2018

**11. Announcements**

**12. Possible Executive Session**

**13. Adjournment**

We welcome the participation of persons with disabilities at all City of Lincoln meetings. If auxiliary aid or service is required for most effective participation and communication, please notify the City Clerk's Office at 217-735-2815 or [cityclerk@lincoln.il.gov](mailto:cityclerk@lincoln.il.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, May 7, 2018**

The Regular 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 called roll.

**Present:**

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

**Staff Present:**

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

**Absent:**

Alderman Rick Hoefle  
Treasurer Chuck Conzo

**Presiding:**

Mayor Seth Goodman

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**Public Participation:** Mayor Goodman called upon citizens registered to speak, Wanda Lee Rohlfs came forward to discuss some negative emails, letters, and phone calls she had received relating to the taxpayer dollars that she said would be going toward the new fitness park.

The complainants suggested it makes more sense to put time and energy on things that matter - concentrating on sidewalks, Tropics sign, finishing the police station, sewer projects, etc. rather than contributing to the park. She mentioned handouts to organizations who come to the city for funding and people who had complained about the cost of the new police station's furniture.

Alderwoman Michelle Bauer wanted to clarify that the aforementioned Tropics sign was funded through grants and the Hotel/Motel Tax which needs to fund tourism initiatives. She said the only taxpayer dollars used were from that Hotel/Motel Tax. Mrs. Rohlfs asked why it was not done yet if the money was invested, as the anonymous person who had sent the email had

wanted to know. Alderwoman Bauer said it would be installed at the end of June, and the process to refurbish it was lengthy – because the condition was so poor.

Mrs. Rohlf's wanted to know about electricity for the signage – she wanted to know if McDonald's, the city, or the Logan County Tourism Bureau would cover those costs. Alderwoman Bauer said it would come out of the Hotel/Motel Tax of the city's budget. She went on to say there is a minimal amount of upkeep required going forward with the sign/placement of the sign.

Mayor Goodman asked for further public participation, there being no further comments or questions, Mayor Goodman moved to the Consent Agenda.

**Consent Agenda by Omnibus Vote:**

**A. Payment of Bills**

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

**C. Request from the Lincoln V.F.W. to permit the sale of poppies at the intersection of Broadway and McLean Streets on Saturday, May 12, 2018 from 10 a.m. to 1 p.m.**

**D. Request from the Lincoln Area Music Society to permit the placement of a banner at the corner of Pekin and Kickapoo Streets from Tuesday, June 5, 2018 through Monday, July 2, 2018 to advertise the Summer Band Concert Series**

**E. Request from L.C.H.S. to permit the closing of various streets for the Lincoln Homecoming Parade on Friday, September 18, 2018 from 2:30 P.M. until the conclusion of the parade**

A motion was made by Alderwoman Bauer, seconded by Alderman Keller; to approve the payment of bills and the minutes.

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

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

**Nays:** None

**Absent:** Alderman Rick Hoefle

Mayor Goodman moved to Ordinance and Resolution.

**Ordinance and Resolution:**

**Resolution for Street and Highway Maintenance under the Municipal Code through the use of the Motor Fuel Tax**

A motion was made by Alderwoman Bauer, seconded by Alderman Fleshman; to approve.

Mayor Goodman called for discussion from Streets Superintendent Walt Landers. Mr. Landers said this resolution contains a budget for expenditures from the Motor Fuel Tax from the State of

Illinois. This program that is outlined has to be approved by the state. Alderman Welch asked what the amount was going to be. The \$73,500 amount is for the engineering part.

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

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

**Nays:** None

**Absent:** Alderman Rick Hoefle

**Bids:**

**A. Approval of bid from Waltz Mailing and Label for purchase of an additional paper folding machine for the City Clerk's Office in an amount not to exceed \$5,230.00**

A motion was made by Alderman Welch, seconded by Alderman Hoinacki; to approve.

Alderwoman Bauer asked if City Clerk Bateman could explain an email she had sent earlier in the day relating to the paper folding machine and the current maintenance agreement that the city has on another machine in their possession. She talked about a five percent decrease in costs on maintenance. She talked about prorating and making one payment etc.

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

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

**Nays:** None

**Absent:** Alderman Rick Hoefle

Mayor Goodman moved forward with the Resource One bid.

**B. Approval of bid from Resource One for the design, purchase and installation of office Furniture for the new Police Station in an amount not to exceed \$101,142.33**

A motion was made by Alderwoman Bauer, seconded by Alderman Parrott; to approve.

Mayor Goodman asked Police Chief Paul Adams if he wanted to make comment. Chief Adams talked about how roughly \$30,000 of the expense will be going toward a training room. He said this money will take care of itself. He went on to say . . . for the rest of the building – furniture is not cheap, and if the station is going to do it, they are going to do it right. He said the amount has already been discussed.

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

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

**Nays:** None

**Absent:** Alderman Rick Hoefle

Mayor Goodman moved to new business and communications.

**Reports:**

**New Business/Communications:**

**A. Approval of Letter of Agreement between Abraham Lincoln Healthcare Foundation, D/B/A Abraham Lincoln Memorial Hospital Foundation, and The City of Lincoln regarding a Fitness Court**

A motion was made by Alderman Keller, seconded by Alderman Hoinacki; to approve.

Alderman Fleshman opened discussion by asking about park hours – starting at 6 a.m. He wanted to know if this was correct. Alderman Welch said he did not think this park fell under the purview of a traditional park. He said perhaps daylight hours – dawn to dusk, as there will not be adequate lighting.

Alderwoman Bauer talked about an ordinance and how the council can state a timeframe within an ordinance, but if it is not in the ordinance it mitigates the city's ability to enforce something. Chief Adams said technically this land has not been designated as a park as of yet, he said it is just a piece of property that the city owns. He said the council needs to designate it as a park if they wanted to choose hours.

Alderwoman Browne asked if it could be opened at 5 p.m. Alderman Fleshman said if it were an ordinance the council could put in any hours they wanted to. He then talked about routine maintenance of the park, i.e. garbage pickup, leaf removal in fall, the cleaning/sanitization of equipment, and other concerns that he said have been brought up by area citizens. He said he did not think this had been addressed thus far. He said there will probably need to be weekly attention at the site and he questioned if streets and alleys is already be too busy to cover these added duties.

Alderwoman Bauer said if the council were to designate it as a city park, there would need to be something written into the park district agreement – to include or exclude it as such. She went on to talk about how John Andrews had been before the council representing the park district in past and had shared some of the recent obstacles they had faced with staffing and costs. She said she would want the council to be mindful . . . that if the council were to designate this as a park – would the ownership fall onto the park district? She looked to City Attorney Blinn Bates for feedback. City Attorney Blinn Bates said “not automatically.”

Alderman Keller said he was under the impression the land use was designated for a health benefit. Alderwoman Bauer said, “Correct.” Alderman Welch said that was false, he brought up about a previous plan for a dog park. He said he can share this information with Alderman Keller as he still has it on file at home.

Alderman Keller said this corporation is giving the city information about what maintenance is needed. He said that does not seem too bad of a tradeoff on the city's part as whatever ends up at the location will take some maintenance from the city. He brought up security concerns and street lights too – as there is an existing street light and there could potentially be another arm light attached to the pole that is there. He said lighting could deter vandalism at nighttime as there will not be a gate around the park. Alderwoman Bauer said she wondered if Ameren Illinois might have a program relating to community impact that could help offset the costs.

Streets Superintendent Walt Landers said there could be something available in that area. He said the city can request an additional street light anywhere – but there would be a cost for installation and for usage.

Alderman Parrott looked to City Attorney Blinn Bates – asking about the number of parks in town that do not have lights and about liability relating to parks that do not have ample lighting. Attorney Bates said he did not offhand know what city parks currently have lighting. Random chatter ensued as the council exchanged comments about which parks do and do not have lights. Mr. Landers chimed in and clarified that there are lights in at least two parks.

Alderman Welch said a resident contacted him at 6:10 p.m. that very evening. He said the resident was upset as they live within viewing of the potential park's location and had just found out about it happening. He also received a call about the costs of the park. He said the city is agreeing to an open ended amount of costs to the city over the course of the next 20 years. He said he appreciated the gesture from the hospital and recognized the value of the park is around \$144,000, but his instinct was to table discussion and not vote on it tonight, not until the council received answers.

Mayor Goodman asked if the council wanted to table it. Alderman Hoinacki said there is already a motion and second. Alderman Keller said, "Unless the motion is rescinded." Alderman Hoinacki said he thought it was a great project, said there are a lot of unknowns, but there may be minimal costs – they have no idea. He questioned if it would be installed in the fall then . . . he said the council should move forward with it, it is substantial equipment.

Alderman Keller said Abraham Lincoln Healthcare Foundation's Mrs. Angela Stoltzenberg was present in the audience. She came forward. He asked her about a timetable, promises, and guarantees relating to costs. She said there is a limited number of communities that will be given the opportunity to do this in 2018 and given a \$10,000 grant. She said she cannot guarantee it.

Alderman Keller asked what the timeframe is for construction. She said it would be about a six week process after the bids are completed, but the group has to identify who would do the work first. Alderman Hoinacki asked if there is a termination clause . . . if there are provisions in the contract if it turns out to be a money pit. He looked to Attorney Bates. Mr. Bates said he did not know off the top of his head if there was a termination clause and was going to pull this information up. Mrs. Stolteznberg said it is written in terms of a contract or agreement.

Alderman Fleshman said one of his concerns is how much maintenance will need to be done and what the weekly investment will be for keeping the site clean. He said he thought there would be a weekly cost for the city to take care of the park – along with maintenance on the park.

Mayor Goodman asked for further questions and discussion.

Alderwoman Bauer said the conversation reverts to whether or not this will be a park agreement . . . if it will follow an ordinance where the park will be policed properly. She said if the park district does not cover trash removal and other maintenance and then trailed off . . . she looked to Mr. Landers with a question about mulch . . .

Mr. Landers stepped in and said what the streets department does at the parks is minimal. Alderwoman Bauer said the council would need to look at the costs, but did not foresee costs

being exponentially large. She said the city is already mowing the space. She said she thought the intention was to use this space for city use space. Alderman Hoinacki said if the council felt Mr. Landers' crew was going to have to take on the work, he wanted to know his opinion about the matter i.e. what he foresaw on "this." Mr. Landers said without experiencing it, it was hard to say, but he could not see it being extremely burdensome. He said it was hard to say one way or the other until they jumped in.

Alderwoman Browne brought up the ALMH fitness trail and any problems they might be facing. She asked about vandals at the site or issues with trash. Mrs. Stolzenberg said there have not been issues with this, if there is trash it is "stuff" blowing off of Lincoln Parkway. Chief Miller asked about other parks with this equipment and what the materials are like. She said it is powder coated steel and rubber flooring, and the next closest park is in Chicagoland. She said Lincoln is cutting edge. The group was trying to get 100 parks installed in 2018.

Alderman Hoinacki said it sounded like a short window of opportunity with this company. He said if Lincoln does not take the spot, there would likely be numerous other municipalities that would want it. Alderwoman Browne asked about other opportunities that could come down the road. Mrs. Stoltzenberg said that long-term, they are hoping for other projects such as the Abraham Lincoln Legacy Trail. She said the site would become more attractive for future grant dollars down the road. She said you need A to get to B. She said it is a long-term thought.

Alderman Parrott asked about the grants. She explained about a trail head, bathrooms, things that add quality of life to the community. She reminded everyone that Logan County is the second most obese county in the State of Illinois but a park such as this could send a message.

Alderman Keller recommended that everyone go to the website and watch a video of the equipment. He reaffirmed this is cutting edge and that this park alone could drastically improve the appearance of the city – beside the health benefit.

Alderman Welch said he would challenge the council to give him some examples of when the council went into a situation in the past where everything had not been vetted yet, where the council took the chance without knowing the long-term results.

Alderman Hoinacki brought up The Lincoln Depot project and said that at that time the costs were unknown. Alderman Welch wanted to know if it was always going to be paid for by the Illinois Department of Transportation up front. Alderman Welch said he is just talking about city dollars. Alderman Hoinacki said there are always unknowns on projects. Alderman Parrott said it sounded like a minimum dollars and that everyone needed to look at the potential risks/rewards – considering they are little dollars – it might be worth the risk.

**Public Participation:** Mrs. Wanda Lee Rohlfs rose from the audience to discuss liability. She mentioned tripping or someone cutting themselves on site and wanted to know who had to cover liability. She asked if this was a city liability or a hospital liability. She said she still had not heard anyone on the council discuss liability and wanted to know how the city would cope with damages.

City Clerk Bateman said when she discussed it with the city's insurance company, the insurer recommended placing signage on site stating that the city would not be responsible for any accidents. Mrs. Rohlfs said people will sue over anything. Alderwoman Bauer said in theory it would fall under the city's liability, but in order to be liable you have to be at fault. She said it is the same as what is in place at Ray White Park and/or Mayfair Park – if something breaks and

no one reported it to the city, or if a child were to fall etc. She said she is not minimizing the risk, but the risk to the city is the same as it would be on city streets. She said there is liability and it has to come down to the city “knowingly” not taking care of an issue.

**Public Participation:** Mrs. Wanda Rohlf said she brought a guest this evening. She turned things over to Mrs. Cindy Lowe who lives near the potential fitness park site. Mrs. Lowe said there would be vandalism at the park as the site would be located near the Lincoln Junior High School and the grade school and she has had vandalism in their yard, people who come to the area to play basketball at 3 a.m. She said this is a residential area, but the hospital is not. She is concerned about the police, whether or not they will be able to take care of the park every time she calls them when she sees “naked men.” She said “you would not believe the urination,” in the park. She said there are costs that have not been thought through.

Alderman Bauer said she had this conversation with Chief Adams after people had called her. She said that was part of her reason for bringing up the idea to name it or include it in the park ordinance. She asked if Chief Adams could speak to the junior high/grade school students in the area. He said it is easy to enforce the ordinances at public parks, but they do not have jurisdiction over District 27 or students on their property – unless someone first calls police. He said it is easy to enforce at parks, especially if there is a closing time.

Mayor Goodman called for further discussion and asked how everyone wanted to proceed, there being none, City Clerk Bateman called roll.

**Yeas:** (5) Alderman Steve Parrott, Alderman Michelle Bauer, Alderman Ron Keller, Alderman Heidi Browne, Alderman Jeff Hoinacki

**Nays:** (2) Alderman Tracy Welch, Alderman Ron Fleshman

**Absent:** Alderman Rick Hoefle

**B. Approval of Lease Agreement between Martin Equipment and the City of Lincoln for a new End Loader and Backhoe in an amount not to exceed \$22,266.42 for five years**

A motion was made by Alderman Bauer, seconded by Alderman Welch; to approve.

Mr. Landers talked about the terms of the leases – he wanted to clarify that this is an annual lease payment (\$22,266.42) with the option to purchase the equipment at the end of the leases.

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

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

**Nays:** None

**Absent:** Alderman Rick Hoefle

**C. Approval agreement between Logan County and the City of Lincoln for Animal Control Services from June 1, 2018 through May 31, 2019 in an amount not to exceed \$42,000.00**

A motion was made by Alderman Bauer, seconded by Alderman Parrott; to approve.

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



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

**Nays:** None

**Absent:** Alderman Rick Hoefle

**D. Agreement between the Illinois American Water Company and the City of Lincoln for the collection and forwarding to the City of Lincoln of water usage data**

A motion was made by Alderwoman Browne, seconded by Alderman Welch; to approve.

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

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

**Nays:** None

**Absent:** Alderman Rick Hoefle

**E. Approval of Band Performance Contract for 3rd Friday Downtown Concerts**

A motion was made by Alderwoman Browne, seconded by Alderwoman Bauer to approve.

Mayor Goodman called for discussion. Alderman Welch talked about how the group has hired performers in the past for these events, he said now the committee has a formal contract for such performers that needed to be approved and signed. Alderman Keller wanted to thank Alderman Welch for his work and leadership.

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

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

**Nays:** None

**Absent:** Alderman Rick Hoefle

Alderman Fleshman wanted to know if the city attorney had reviewed the contract. City Attorney Blinn Bates said he had reviewed the contract.

Mayor Goodman moved to announcements.

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**Announcements:**

Mayor Goodman asked if anyone had any announcements.

- Mayor Goodman shared information on a ribbon cutting at ReNew Consignment & Thrift Shop that took place earlier in the day. He said there is another ribbon cutting taking place at the The ALMH Market on Saturday, May 12.

- Alderwoman Bauer mentioned that she wanted to see the ordinance for city parks, and wanted councilmembers to review it, she asked that it be added to next week's Committee of the Whole (COW) meeting.
- Alderman Keller said more discussion needed to take place about the City Administrator position and he wanted this added to the next COW meeting.

**Executive Session:**

A motion was made by Alderman Hoinacki, seconded by Alderwoman Browne; to go into Executive Session under – 2(C)(2), collective bargaining.

Mayor Goodman said there would be no further city business following Executive Session. City Clerk Peggy Bateman called roll.

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

**Nays:** None

**Absent:** Alderman Rick Hoefle

The Regular City Council meeting was recessed at 7:50 p.m. in order for the council to enter Executive Session.

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**Adjournment:**

The Lincoln City Council returned to the Regular City Council meeting at 8:34 p.m. Mayor Goodman called for roll. 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 Rick Hoefle

There being no further discussion to come before the City Council of Lincoln, Alderwoman Browne motioned to adjourn, seconded by Alderman Welch. Mayor Goodman adjourned the meeting at 8:34 p.m.

**Upcoming Meetings:**

Committee of the Whole | Tuesday, May 15, 2018, 7 p.m.  
 Regular City Council | Monday, May 21, 2018, 7 p.m.  
 Committee of the Whole | Tuesday, May 29, 2018, 7 p.m.  
 Regular City Council | Monday, June 4, 2018, 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, May 15, 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  
Alderman Michelle Bauer  
Alderman Ron Keller  
Alderman Heidi Browne  
Alderman Jeff Hoinacki  
Alderman Rick Hoefle

**Staff Present:**

Treasurer Chuck Conzo  
City Clerk Peggy Bateman  
Fire Chief Mark Miller  
Police Chief Paul Adams  
Building and Safety Officer Wes Woodhall  
Streets Superintendent Walt Landers

**Staff Absent:**

City Attorney Blinn Bates  
Waste Water and Treatment Manager Tim Ferguson

**Presiding:**

Mayor Seth Goodman

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**Public Comment:**

Mayor Goodman called upon citizens registered to speak. There being none, Mayor Goodman moved down to the Logan County Tourism agenda item.

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**Logan County Tourism: Discussion regarding City owned lot at corner of Kickapoo and Pekin Streets for use as a Welcome Park to Lincoln:**

Mrs. Chris Wibben and Ms. Morgan Gleason from Logan County Tourism Bureau came forward to speak. They wanted to present the positive changes that came from MR. Scott Turner's efforts around the city.

Mrs. Wibben said it brought a lot of people together, created community, and now the group would like to start a **Lincoln Pride Initiative** to work on different projects, it would be funded by donations, not taxpayers – to address small projects such as the city cleanup initiative. The bureau wants to create some points of interest in town – to make things look nicer, to bring some appeal – such as a welcome

garden. The idea would be to have a welcome sign where people would be able to take selfies similar to the appeal of The Tropics sign.

The group wanted to use the empty lot next to the Bartlemy Building. The current sign across from Postville Park lights up and plays a song, however, there is not electrical access there so the sign is not being fully utilized. She said this is just one idea for a project that the group wants to start. Donors would be recognized as well.

Alderman Parrott asked if Mrs. Wibben is imagining a certain size for the space. She said part of the far corner that is next to Abe's is where they would want to put the welcome sign, she mentioned that on Kickapoo Street there is a handicap accessible area, they would like to use the entire area with a welcome sign on one end, potentially archways, a gazebo etc.

Alderman Hoefle asked for a copy of the handout the two brought for councilmembers. Alderman Parrott asked about what level of donations might be needed to get things going.

Mrs. Wibben said a minimum donation of \$100 for 2018, but sweat equity could also be a part of the program, if someone did not want to pay \$100. They want to add brick pavers – do donations and volunteers would maintain the program. Ms. Morgan Gleason said the tourism board would weigh in on the project – not just Mrs. Wibben and Ms. Gleason. Tourism along with a collaboration of other people.

Alderman Keller congratulated them and thanked them for trying to make Lincoln beautiful. He wanted to know if one committee or core group of volunteers, or tourism staff would be in charge of this project from start to finish. He asked if Mrs. Gleason saw this as being self-sustaining. She said tourism would be in charge of the money, holding them a under 501(c)(3) status.

Alderman Hoinacki asked if other people would be able to use the lot for their own signage, or events and festivals. She said she thought this was a great idea as the idea is to get people to stop and see what is happening in town. She said there could be a special area for this.

Mayor Goodman asked if Mr. Walt Landers had any questions, comments, or thoughts.

**Public Comment:** Mrs. Leslie Hoefle weighed in from the audience requesting that the city continue to mow the property, to keep the grass at 4" and then in future, mow it at 2" – in order to create the "path."

Mayor Goodman asked for further questions and comments. Mrs. Wibben talked about an initiative happening in Pontiac, where there is a mural for people to take photos. She said she would love to be featured in the Route 66 magazine as a stopping spot for visitors. Mayor Goodman asked if the council was interested.

Alderman Hoinacki said yes, he was not sure what the next step would be. Treasurer Chuck Conzo said it would be to authorize the use of it.

Alderman Tracy Welch said this is the first he had heard of the project so he was just taking it in. He missed the Tourism Board Meeting where this was discussed. He said this idea is something close to an idea he had touched base on with Alderman Rick Hoefle on in the past. His idea involved a gazebo and sign – visitor kiosk, he had the idea of the mural too. Alderman Welch said he is in favor of it, he would just like to know more about what it would look like. He said he could talk to the Tourism Board later. Mrs. Wibben said they were hoping to get something installed by the time of the Pigs & Swigs

event. Alderman Parrott asked what kind of things. She said seating, a welcome sign, the starting of a path . . . she said it depended on the funding.

Alderman Welch asked if there is already enough donations to purchase a gazebo. Mrs. Wibben said they had not collected the funds yet, but for \$1,200 they could do pretty good damage.

Alderman Welch asked about electrical access running from Kickapoo and Pekin Streets. Mr. Landers said the meter is on the telephone pole. There would have to be electrical conduit. For the light up kiosk. He said this was why he wanted to know more about their plans.

Mrs. Hoefle asked if Alderman Welch wanted to know this as an alderman or member of the tourism board. She said her intent going forward is that Tourism did not want the city to micromanage the park. She said they wanted the design opportunity, it was going to be tastefully done. Alderman Welch said he would still like to see it though.

Alderman Welch asked if Mrs. Wibben is just asking for authorization to do this.

Alderman Parrott asked if it is being hooked up to electricity, who is paying for electricity for the sign. Mrs. Wibben said the city. She said she was not sure how much electricity the sign would take. Ms. Morgan Gleason asked if it could be billed to tourism. Alderman Welch said they could install another meter. Ms. Morgan Gleason asked if it generated more electricity than the Christmas Lights. Alderman Parrott said tourism would pay for the electricity.

Mrs. Wibben said The Lincoln Pride initiative would pay for the electricity. Alderman Parrott mention having a contract. Alderman Welch said there are street lights tied into the meter. Mrs. Hoefle said just think of this going forward as an investment, she said look at The Tropics sign . . . she said it would be pretty insignificant. She said this is a passive economic development opportunity with no initial investment required by the city. She said there are citizens who want to jump on board for this. She said this is not an opportunity the city can pass up over the electrical usage of the sign.

Alderman Welch asked if the Tourism Board would be willing to pay for the installation on the conduit. Mrs. Hoefle said absolutely.

Alderwoman Bauer talked about naming this area, or calling it something. She wanted to know how the city would monitor the space. Does it need to be called a park or put in the ordinance? She said the council needs to be thinking about this – if it is public use.

**Public Comment:** Mrs. Hoefle said or consider leasing it to the city for \$1 a year. She said it already has an attractive nuisance on the property with the antenna there and that Tourism could pay for a fence to go around this.

**Public Comment:** Mrs. Hoefle said it would be nice to have an attorney at these meetings. She asked if anyone wanted to speak to this.

Alderwoman Bauer asked if for clarity or simplicity, if the city wanted to designate this as a park so ordinances could be followed. Mrs. Hoefle said it is pretty well lit, she has tried to drive by the site at night.

Mayor Goodman asked if Mr. Landers had a comment. He said he still thinks city staff should have some input on the property – in terms of design, just to ensure the city is aware of what would be put

there and the be able to determine if it is safe. Mrs. Hoefle said it was pretty simple and the gazebo would be more of a photo opportunity rather than a structure people would sit in.

He said there are still concerns as far as construction of a gazebo. He wanted to see a design.

Mrs. Hoefle said this is more of a photo opportunity, rather than something people will sit in. Mrs. Hoefle said they intend to include the city, especially if staff have to mow around it. Mrs. Wibben said she is sure the group could work with them on this. He wanted the right to review anything that was going to be put in place. Mrs. Wibben asked who they would work with. Mr. Landers said it would need to be Building and Safety Officer Wes Woodhall and himself.

Alderman Hoinacki said it sounded like the group was ready to go, he called for the topic to be placed on the consent agenda and vote to approve it next week. To authorize tourism to start construction of the welcome lot.

Alderman Hoefle added to what Mr. Landers said – that things should still go through Mr. Woodhall and Mr. Landers to ensure there are no concerns. Alderman Welch asked if leasing this property to tourism would alleviate a lot of the concern over the construction there, who puts what where and the running of electrical conduit – similar to what is being done with local soccer fields. They lease the property and then they can do whatever they want – so long as they stay within the bounds of the lease agreement.

He said they could use a modified lease agreement similar to what is used on the soccer fields. He did not think it would take too long to put this together. Alderman Hoinacki said he was not sure how long it would take. Alderman Hoinacki asked what action would be taken next. That was all he was asking.

Alderwoman Bauer said there is no maintenance involved in the soccer field agreements. Mrs. Wibben said tourism did not have a lawn mower or soccer field. Alderman Welch said this would give the group more freedom.

Treasurer Chuck Conzo said – so the council wants a lease agreement on the agenda? Alderman Hoefle said for \$1. Alderman Welch said he could work with City Attorney Blinn Bates on this, and send a copy out to the city council as soon as possible. There being no further questions, Mayor Goodman redirected the council to the 5K Run.

**Request to Permit: Lincoln Park District 5K Run, June 2, 2018 Run Hog Wild in conjunction with the Pigs and Swigs to use the City Streets:**

Alderman Hoefle opened discussion about insurance papers – if they were on file. Police Chief Paul Adams weighed in on the route for the race. The item will be placed on the consent agenda.

**Request to Permit: 3<sup>rd</sup> Friday Downtown Committee would like to request closure of City Streets during their events:**

Alderman Hoefle opened discussion asking if they have insurance - [laughter]. City Clerk Peggy Bateman said, "I think we're covered." Alderwoman Bauer said it is the same as last year. The item will be placed on the consent agenda.

**Request to hire a New Firefighter from the new candidate list:**

Fire Chief Mark Miller opened discussion, he said with the new budget passed, the department would like to add a new firefighter to the fire department staff and get someone hired off of their current posted list. He would like to move forward as soon as possible. The item will be placed on the regular agenda.

**Consideration of Request for \$10,000.00 Façade Improvement Grant funds for 614 Broadway Street: TIF-2018-01-DREW:**

Building and Safety Officer Wes Woodhall started discussion about a request for a Façade Improvement Grant. He said they have done a complete remodel of the building and are now down to dirt. He said they have put a lot of money and effort into their remodel. Mr. Jim Drew was present in the crowd to answer questions as needed.

Alderwoman Bauer said right now there is no list of projects, or current breakdown of items – she said it is a reimbursement. Mr. Woodhall said there is a new entryway and new windows. Alderman Hoefle asked what the exact cost would be. He said isn't the grant based on 50 percent recovery? They are requesting \$10,000 based on a history of the program. Mr. Woodhall said the guidelines were not followed in the past. Guzzardo's was given a grant in the past. Alderman Hoefle said that project was over \$20,000. Alderman Hoefle said they have to follow the guidelines. Mr. Woodhall said that was 100 percent the council's decision.

Alderman Fleshman asked where he could find the TIF Guidelines – he had looked under city codes. They are on the city website. Under TIF guidelines and façade guidelines. He said he was able to find 50 percent of the assessed value of the building, not 50 percent of the project. Alderwoman Bauer said that is for the full TIF Grant. Not the façade grant.

Alderman Keller invited Mr. Jim Drew to the table to speak. Mr. Jim Drew spoke to the layout of the front of the building. He said they want to bring a door out to the sidewalk, and create an inner door too, to help during cold months. The glass will be replaced with more energy efficient glass. They will follow the contours of existing lines that are there.

Alderman Hoefle said they are still in the building stage, they do not have a complete list of bills yet. He said they could increase their recovery. He said he wanted Mr. Drew to get every penny they have coming.

Mr. Drew said there is original tin ceiling in the building and they are refurbishing it. Alderman Keller said one of the aspects of the fund they like to see, is how will the surrounding area be impacted.

Mr. Drew said Hallmark has done a good job on their storefront. He said they have been approached by several people, about the plans for an awning. He said there is interest on their part of how to improve this look. He said even if you can just improve one building, it is an improvement to the downtown. He said compared to most of the squares around, he is pretty proud of their square.

Alderman Hoefle asked about their timeline, when Mr. Drew thought they would be done. Mr. Drew said they are shooting for mid-June or July 1 for sure. He said there is a lot of painting to be done and out front they have to finish the ceilings and walls. There is plaster and brick. He said they are down to the front which is mainly the façade. He said that is a four week deal. He said he knows they are probably a month out. Alderman Hoefle said you have a lot of these things going on and asked if they would consider tabling this. He said Mr. Tarter was approached about a separate façade grant for the awning.

Mr. Drew said now it the time to get rid of the construction dirt.

Alderwoman Bauer she said not to exceed, \$10,000 with the understanding that it is a 50 percent reimbursement based on cost. She wanted to approve at this point, within the grant guidelines – for up to \$10,000 if he gets there. She said they would have to see the receipts come in, but not to exceed \$10,000 with the understanding that it is a 50 percent reimbursement – so they can keep working. Alderwoman Bauer said she would be comfortable.

Alderman Hoinacki said FYI for the council and the public in general, he spoke with Treasurer Chuck Conzo before the meeting and there is only \$20,000 budgeted for the year.

Alderman Hoefle said as far as this goes, it really bothers him with the TIF situation. He said there is a gentleman sitting here before them . . . who is investing in the city – he is going to make it better. He said if they get 10 businesses, he is going to fight tooth and nail to see that they get façade grants. He said he will support these businesses. Alderman Hoinacki said he agrees, he is just cautioning that they only have \$20,000 budgeted. He said that they can move that money around.

The item will be placed on the regular agenda.

**Replacement of Video Detection System at Keokuk and N. Logan Streets:**

Mr. Walt Landers said the video detection system at this location is in disrepair. Only two of the four cameras are working. He said the two that are working are outdated, and there is no software to back up the video. He said someone at Illinois DOT is weary of hooking up the camera system to their computer – out of fear they will quit working. IDOT is encouraging the replacement.

He said they are in a talks with Egizii Electric Inc. and Bodine Electric of Decatur. They are in a cost share situation with IDOT. He said the city would be responsible for the money up front for the repair, and they would be reimbursed up to 75 percent for the repair costs. He said sometimes the city can wait awhile before they get the money from the state.

He recommended going with the Egizii Electric Inc. bid of \$33,750. Alderwoman Bauer said then the \$8,000 – \$8,500 would be the cost of that – following the 75 percent reimbursement.

**Police Station North Annex Garage Plumbing Bid Award:**

Police Chief Paul Adams said they have received one bid from JC Dillon Inc. for the plumbing, this includes floor drains in the bathroom – the bid is in the amount of \$29,560. He said this is low. They previously received a \$39,000 bid from D&D. The item will be placed on the regular agenda.

**Police Station North Annex Garage Electrical Bid Award:**

Police Chief Paul Adams said they received three bids from Egizii Electric Inc., WM Masters Inc., and B&B Electric Inc. – for the North Annex garage.

He said B&B Electric Inc. is doing a good job now, and he would like to go with them for the bid of \$47,120. He said he spoke with Ameren Illinois. They city would get a reimbursement of at least \$175.

Alderwoman Bauer asked to clarify. The item will be placed on the agenda.

**Discussion regarding City Ordinance providing regulations and restrictions of the use of parks within the City of Lincoln / Resolution: Abraham Lincoln Healthcare Foundation install fitness court on real estate owned by the City Of Lincoln:**

Alderwoman Bauer said council members at the last meeting asked about the ordinance for city park usage. She said City Attorney Blinn Bates drafted this.

She said the only thing she wanted to clarify, or have Mr. Bates clarify is the connection or lack thereof with the park district if the site were to be designated a city park. She said she was not sure if this is what the council wanted. Or if the other ordinance needed to be amended. She said the key before or as construction starts, is that it is going to be maintained in some fashion under the guise of a city ordinance.



Alderman Hoefle said he missed that meeting, but he had questions. He wanted to know if Mr. Bates is the attorney for the park district. He said he is the attorney for the hospital. He said we've got multiple conflicts going on, if that is true. He said something is not right with this, because the city attorney is spread out on so many plains, and it is creating multiple conflicts. He asked how he could represent the city in good faith, as he has so many interests – in the city, hospital, and park district – he said he did not know how morally, ethically it could be done.

Treasurer Chuck Conzo said he talked about conflict of interest, that just because Mr. Bates represented multiple entities did not mean there is a conflict there. He said that is why there is a waiver of conflict of interest. He said they could always use outside council. Treasurer Chuck Conzo brought up an example of a real-estate transaction conducted in the past with Mr. Bill Bates – where he represented both the city and the company – he did not represent the city in that transaction – and then the city maintained Mr. Don Behle who is also an expert in municipal law.

Alderman Hoefle said he is not comfortable with that. The treasurer said that is up to the council.

Alderman Welch asked if the parcel that is specified is the only place where the equipment is going to go – or if it will be on the entire property on Eighth Street. He asked for dimensions. He said the question he is getting at is if the council is turning the entire area into a park or just the area of the fitness park.

Alderman Hoinacki said he feels the whole things needs to be turned into a park – as multiple people could be on the equipment after hours – then police could enforce this. He said if not, then technically these people could go 10 feet over into an area that is not designated a park. He said for policing purposes – this is what he thinks. Alderman Welch said, just because you are opening it up for policing purposes, means the whole area will be designated as a park. He said what if the council wanted to open up the area for development – they would have to amend the ordinance. Alderman Hoefle said yes.

Police Chief Paul Adams said calling it a park allows for the site to be enforced by police. He called it a simple resolution.

Alderman Welch said that is what he was getting at. He said the council was going to pass an ordinance that will change the scope of what the park district has to do. He wanted to know if anyone had reached out to the park district. Alderwoman Bauer said that was the whole point to the night's discussion, that they need clarity on if this resolution impacts the park district – then the conversation needs to be had with the park district. She said it was just for the council to have this discussion, to review the current park district and city park ordinances and how this space can fit into those documents. She said if there is a direct correlation, as the ordinance reads currently, it is only right and fair to bring them to the table and discuss it with them.

Alderman Welch said the city has authorized the installation of a piece of equipment on a piece of property that they do not know what it is called and they do not know who is going to maintain it. He said cart before the horse. Mayor Goodman called for comments on this.

Alderwoman Bauer said she would get with the City Attorney and ask him about the conflict of interest piece and this ordinance. Alderman Hoefle asked if they wanted to take this out two weeks. Both items will be placed on the agenda.

**Discussion regarding penalty fees for sewer and trash billing:**

City Clerk Peggy Bateman talked about monthly billing, and restructuring everything she said that the sewer charges will need to be changed – including late fees.

They propose no late fees added to the garbage as it is mandated, after 60 days of no payment on trash, trash service will be stopped. Building and Zoning will be contacted on the no-pay residence and will draft a letter and contact them. They will tell them about the consequences of not paying. Building and Safety Officer Wes Woodhall explained how not paying for trash pickup could lead to court proceedings, there will be a 30 day window for the resident to get in contact with the city. Fines are the same – a \$75 minimum and \$750 max. It would be the same as every other ordinance violation that go out. City Clerk Bateman said this is what she proposed on the trash part.

City Clerk Bateman called for questions. Then went into discussion over the sewer service. She said it is complicated. She said everything will be due the 20<sup>th</sup> of every month – trash and sewer together.

She said the first month the customer will get current charges and hopefully everyone pays, the second month they will get current charges with past due fees listed and a flat \$5 added to it.

On the third month they will get current charges, another \$25 fee for penalty if they are past due, plus a lien fee and a warning for water shutoff for \$75 for the following month. The fourth current bill charges, lien fees, \$75 due – and notification of their delinquency with Illinois American Water. Illinois American Water would give them another 10 days to pay. On the 5<sup>th</sup> month, current charges, plus past due fees – plus delinquency – they will be listed on the website. Illinois American Water will charge the city \$75 – the city will then charge the customer.

She said the game plan of going monthly, made it more affordable for everyone to have a smaller amount to pay, so she said hopefully that solved a little bit of that. She said since trash and sewer are together – if someone does not pay the total amount of the bill, the first amount will be applied to trash – because it is mandated, whatever left will go to the sewer. This is if people do not designate where they want the payment to be applied.

Alderwoman Bauer said there are a lot of people not linked into the sources available such as Facebook, or have not received a mass mailing. She said it is the council's duty to reach households. She said this is going to impact every single household – they need to make sure every household understand this is happening.

Clerk Peggy Bateman said she had every intention of doing a mass mailing. She said they will be lucky to get the bills out. She said she will include a letter with mention of the town wide cleanup. She said she did not know what else she can do.

Alderman Hoefle said how soon could there be a mass mailing. City Clerk Peggy Bateman said she cannot. Her staff is going through the list of 800 names, they have to get everything out by May 31. Alderman Hoefle asked if it would be possible to do a mailing in June. She said, "Yeah."

Alderwoman Bauer said there will be folks who get this and still not know what is going on. She said to avoid the inundation of calls to city hall – a follow up letter could help. City Clerk Peggy Bateman said it would be the same addresses of where the bills are going. Alderwoman Bauer said she was by no means asking for an additional task before the bills went out. City Clerk Bateman said she had every intention of doing it prior, but with what they got handed – there was no way. Alderwoman Bauer said it could go in with the June billing. But she thought there needed to be some explanation of the fines.

Adlerman Keller said this should be sufficient. Alderwoman Bauer walked through what the mailing could say . . . it could explain the billing process, include sewer and garbage, mention the change in rate and urge people to go to the city website for past due situations. Alderman Welch said the item the clerk mentioned about placing money on – or partial payments on trash. He wanted to propose an idea – because he mentioned the fines are steeper on the sewer side. She said trash is a city ordinance. He said so is sewage. She said eventually they will get their water turned off and a lien put on if they do not pay. He said the fines that are leveed are much greater on the sewer side. She said it was the council's decision.

**Public Comment:** Mrs. Wanda Lee Rohlf's mentioned that she pays her bill yearly – what happens, if she charged the new rate even though she already paid it last July. She wanted to know what happened in June and July. He sewage bill is paid up through July. She said anyone on a yearly plan ought to know this. City Clerk Bateman said it would show the credit. She said her first bill should not have anything on it.

City Clerk Bateman said for folks who have paid ahead with Area Disposal, Area Disposal will reimburse anything prepaid. She wanted to know if there needed to be an ordinance to change the sewage bill from quarterly to monthly billing. Alderman Welch said there were a number of ordinances that needed to be reviewed.

City Clerk Bateman said also on the garbage, does it need to be mentioned that the owner is responsible for the property and not the tenant. She said that needed to be in writing somewhere. Alderman Welch asked if this was listed in the franchise agreement. She could not find it anywhere. Mayor Goodman asked if Alderwoman Bauer had a comment. She said she is fine with placing this on the agenda and the adjustment to the ordinance relating to the billing frequency – they will need to look into language.

It may need to be added into the frequency ordinance. Alderwoman Browne brought up Mr. Bob Bart and how she had previously wanted it included in the franchise agreement. Alderman Hoefle mentioned the penalties.

Alderwoman Browne agreed with Alderman Welch on where the partial funds should go. She said with fees and levees some people may never get caught up – the farther they get behind.

Alderman Parrott asked what Area Disposal would do if a resident did not pay for their trash service. Alderman Welch said City Clerk Peggy Bateman keeps track of this in her office. Each month, Area Disposal is not paid, because the city did not collect any money. Then after 60 days, Area Disposal is notified. Then ordinances kick in and Mr. Woodhall's office gets involved.

Alderman Parrott asked for those who are delinquent in sewer payments now – what helps them to get good on it now. Is it a fine, or going to court – did that play into it at all? City Clerk Peggy Bateman said when people get the "water off" letter – it is a wakeup call and they come through and pay. But by that time people have racked up \$25 a month penalties. Alderman Parrott said his thoughts would be to put partial payments toward trash first, because with sewer they might become good with it when they get those fines – but they might not get good with their trash bills.

Alderwoman Bauer ran through the fines that get racked up. She wanted to know where it made sense from City Clerk Peggy Bateman's office – of they are talking about it from an ordinance perspective – it may be better to go with trash. Clerk Bateman said where is this trash going, it's not being picked up – or being dumped somewhere else. Alderwoman Bauer said she does not lean one way or the other.

**Public Comment:** Mr. Gabe Bowden, Operations Specialist from Illinois American Water came forward. He said in his experience, the company would take care of themselves first, then take care of any vendors.

Alderman Parrott said there will be late payments. He asked what will cause more work for city staff? Late payments in sewer or trash? Someone said sewer. But he said bookkeeping will need to be done to keep track of late payments for trash, then Mr. Woodhall's office would need to write up ordinances for trash once he is notified.

Alderman Welch said he is not recanting his statement, but City Clerk Peggy Bateman brought up a good point about trash, if their trash service gets cut off – the trash will go somewhere. He said he is with Alderwoman Bauer. He said put the funds to the side where the fines are applied. City Clerk Peggy Bateman reminded the council that the residents/citizens can specify where they want the partial funds to go. The item will be placed on the agenda.

**Mayoral appointments for FY18-19: Chief of Police, Assistant Chief of Police, Administrative Assistant to the Chief of Police, Fire Chief, Street & Alley Superintendent, Building & Safety Official, Deputy Building & Safety Official:**

The item will be placed on the agenda.

**Fiscal Year 2018-2019 increases for non-union city employees per approved budget effective May 1, 2018:**

Treasurer Chuck Conzo asked if the council knew what was in the budget for the increases. Alderwoman Bauer asked if the other two folks in City Clerk Peggy Bateman's office needed to be included. They are not mayoral appointments. The item will be placed on the agenda.

**Discussion regarding City Administrator Position:**

Alderman Parrott called for the item to be placed on the agenda. Then he said let's get this thing done. Alderman Keller started by saying yes, he did think the council needed to get this thing done after several months' hiatus. He said this should rest with the department heads who have everyday interaction with the person in the role, he had reached out to them. He would not want to make a decision on the council that is not best for the city. He wanted someone who has some budget knowledge, basic engineering, has capital development planning experience, who can provide administrative functions on protocol. He said this takes a very talented skill set. He said since abandoning GovHR they still need to find someone to conduct the government affairs.

Treasurer Chuck Conzo spoke up and said as he stated in the budget workshops, the city could save a lot of money and better served if they looked to other avenues, through hiring someone who could work in a different capacity, on a full-time or part-time basis, such as someone with grant writing skills. Doing things such as this on a case by case basis. Keeping in mind there are not a lot of grants available.

Alderman Hoinacki said he knows that the department heads and looked to Police Chief Paul Adams, he wanted to know if he could tell the council how much easier it would have been to have had a City Administrator doing the new Police Station project. Chief Adams said his background was in Administration of Justice, not engineering or architecture. He said Mr. Bob Bart helped managed some of the project for him so he could get back to what he was supposed to be doing, but right now the project is in his office, he works with his administrative assistants to keep things organized. He said he understands the plans a lot more than he ever understood plans, he has learned a lot, but it is outside the scope of what he should have been doing. Alderman Hoefle asked when the project would be done. He said May 30 should be the substantial completion date. They will do a punch list. They just ordered

furniture – maybe July or August they will be able to move in. But more security stuff needs to be set up. They are still working on the security inside the building.

Alderwoman Bauer mentioned moving this forward, she said she thinks there need to be a twofold discussion, the City Administrator position is authorized by ordinance – the council needs to amend it or create a new one. She said she thought that was the standstill – will the council fill the position as it stands by ordinance or will they fill the position via a different avenue. She wanted to know if the council needed to vote on filling the position as is – or just have a conversation that says they are not going to. She said by not knowing, or not doing anything, the council is kicking the can down the road, which is not working for anyone. She said she is trying to get people to proceed in some way, shape, or form.

Alderman Welch said he did not want to offend anyone by his statements, but the council has to work with this person too, so the position cannot solely be based on what the department heads want. He said there are people who do not believe the council needed a full-time person, but someone who could take the burden off of City Clerk Peggy Bateman's office. He said let's face it, she is serving as our City Administrator at this point. He agreed the council needed someone, but not someone full-time – and they should look local. Maybe not Lincoln, but someone from Central Illinois – someone who would work with them and be in it for the long-haul with the council. He said Alderman Keller was right – at some point the council will need to look at the long-term strategic plan, but they cannot do it with just themselves.

Alderman Hoefle said he agreed with Alderman Welch and some of what Alderwoman Bauer had said. He said the council needed to do something. It was the anniversary of Mr. Bob Bart's last night with the council. He said he thinks the council has done well moving along, and he does not fault anyone with a family or a full-time job for not picking up on extra items to do. He said he is retired and he likes attending meetings with the superintendents so he can learn what is going on. He said there are things that can be done as a council that he has not seen done in the past. He said more conversations are in-depth because they are not spoon-fed. He said they will get more feedback from constituents – even when he was on vacation he received calls of concern. He said he would like to see the council have a part-time budget controller – with other council members taking on other jobs to move the council along. He said so far it has not been that difficult.

Alderwoman Bauer said she would to see the council publicly vote on it – so the public can see, and there can be clarity. She wanted to see a stop-start. What the job duties would be, what the expectation would be, is the council going to serve who they intend to serve, the citizens, department heads, and the mayor. She wanted to hire someone who could fill that position. She said she has a strong fear that the council will have a hard time finding someone who will do what the council needs them to do in a part-time capacity. She said it would be a hard thing to find. She would like to see the council vote and make a decision and then go.

Alderman Hoinacki said he would strongly hope the council would get someone who has the depth of experience. That is his key issue there. He said lots of people can apply for jobs, but if they do not have the experience, the role is just a learning tool for them. Who is going to be the one to teach it to them?

Mayor Goodman would like to place the item on the agenda, to vote on it whether the council wanted a full-time administrator or not. Alderman Welch said put it on the agenda as a part-time role, less than full-time. Alderman Parrott and Alderwoman Bauer talked about what they were not comfortable with. She wanted to know what the job would look like.

Treasurer Conzo said you can establish a full-time job, but that is not a City Administrator – maybe a PSA or AA, he said part-time people get most of the work done in State Agencies. He said it may be an

opportunity to give someone an opportunity – maybe someone who commutes to Springfield or Bloomington – he said he is not trying to prequalify this. He said that does not mean that you have to hire someone, but that you could create the position with that intention. Alderman Welch said that would be creating a new position. Treasurer Conzo said even if you hire a part-time person, you are creating a new position. Alderman Welch said if the vote is next week to hire or not hire a City Administrator – his vote would be a “no.”

Alderman Hoefle said there are a bunch of ideas bouncing around here. He did concur with Alderman Welch, but he would like to see a review of the alternative before the council voted one way or the other. They would be reaching into the abyss without that answer. He asked if the council is opposed to putting this off for two weeks – to see if there is a state job that has the same prerequisites.

Alderman Hoinacki said in two weeks at the next Committee of the Whole, what would be brought forward? The part-time description? What it would look like? Alderman Hoefle said that is what he is thinking. He said right now everyone is having a difficult time with the \$70,000 salary – and getting a City Administrator. He said they are moving on or looking to the City of Lincoln as a stopover. He wants someone with quality who will be with the city for a few years.

Alderman Parrott asked if the council is looking at half-time in a way of avoiding the \$70,000 salary. Are they talking about paying a lower salary because the job skillsets may be a little less? Is the objective to not pay a \$70,000 salary? Do they create an Assistant Administrator and pay at a lower salary, because the job skillsets will be a little less.

**Public Comment:** Mrs. Leslie Hoefle said when Mr. Clay Johnson – what in office, the Lincoln Depot project was going on, there were lots of invoices going on, but that is not happening now.

Alderman Parrott said he was pretty sure the city got all of its money out of Mr. Johnson. Alderwoman Bauer said she wanted to publicly vote on the replacement of the City Administrator position as it currently stood, so that that was out there. Then two weeks later, if that did not pass – the changes to the position and scope of that role could be introduced. She said she would hate to see this go to a part-time position. She said as projects creep up such as the Fifth Street Road Project . . . there needed to be someone in beyond a part-time capacity.

Alderman Hoefle said he had been working on the Fifth Street Road Project. He said they will be meeting soon. He would be glad to give Alderwoman Bauer a status update. They are still on trying to buy a property. He said Mr. Landers brought up a point earlier in the morning, that the city should start putting money aside.

Alderman Welch said he knows where Alderwoman Bauer is coming from, but with Mr. Clay Johnson, the council did not know about everything that was going on – that they had no clue, he did not bring stuff up until he needed the council to vote on something. He said the council should be able to trust one another as councilmembers to do what is right in the city as well. He said there were things this was more common than not – that City Clerk Peggy Bateman’s office found out in the last week that the City Administrator chose to do TIF documentation on his own. But every other municipality in the state – did not do their own documentation. He said this was added work that was not necessary. He said he thought the council could find other instances like this. Alderwoman Bauer said she never said she had distrust – he said he did not imply that.

Mayor Goodman asked if everyone is going to vote, or wait two weeks. He would like to see a decision. He said he still gets calls from people asking if the council is going to hire a full-time City Administrator.

Alderman Welch asked if everyone took this vote before – that that was how the council got down the GovHR path. Alderman Hoinacki said he thought the council voted to hire GovHR Alderwoman Bauer said that is was not a revote. Treasurer Conzo said it was a vote to fill the job, rather than to hire GovHR, it would be a vote to fill the role currently by ordinance. Mayor Goodman said the item will be placed on the agenda next week.

**Announcements:**

Mayor Goodman asked if anyone had any announcements.

- Building and Safety Officer Wes Woodhall said please do not mow grass into gutters. Police are able to ticket people who do this, they could be fined. He said this is not the correct way to do things. It is a fineable offense. The bottom line is don't do it, it put debris into the road, as it places a burden on the sewer infrastructure. Police Chief Paul Adams said if you happen to blow it in the street, sweep it up and put it back into your yard.
- Alderman Hoefle said Chief Mark Miller talked with the council today about Ameren Illinois benefits. Ameren reached out and wanted to know about a project they are involved in that helps save people money on their utilities. They want to hold a presentation. He wanted to know if this could be done on a night of a voting meeting. Alderwoman Bauer wanted to know if it was different than LIHEAP. Alderman Hoefle asked if they could be invited to the June 18 meeting.
- Alderwoman Bauer wanted Mr. Landers to make an announcement about bug spraying – he said insect abatement will start next Wednesday. They spray from 7 p.m. to 11 a.m. It takes about four hours to spray half of city. One half of the town is done on Wednesday, the other half on Thursday. Weather permitting. Friday is a backup day.
- Treasurer Chuck Conzo said the council is still trying to pay out the final invoices from the past fiscal year, the deadline to turn in invoices from the previous Fiscal Year 2017-2018 is Friday at noon.
- Alderman Welch said the citywide pickup is going on in June.
- Alderman Welch said the 3<sup>rd</sup> Friday Downtown committee is now looking for sponsors and vendors.
- Mr. Walt Landers said Mr. Scott Turner has another initiative taking place downtown. Volunteers will be planting flowers.
- Mayor Goodman thanked Lincoln Daily News for The ALMH Market ribbon cutting.

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**Adjournment:**

There being no further discussion to come before the City Council of Lincoln, Alderman Hoefle motioned to adjourn, seconded by Alderman Welch. Mayor Goodman adjourned the meeting at 9:08 p.m.

**Upcoming Meetings:**

Regular City Council | Monday, May 21, 2018, 7 p.m.  
Committee of the Whole | Tuesday, May 29, 2018, 7 p.m.  
Regular City Council | Monday, June 4, 2018, 7 p.m.  
Committee of the Whole | Tuesday, June 12, 2018, 7 p.m.

**Respectfully Submitted By:**

Alex Williams, Recording Secretary

# REQUEST TO PERMIT

DATE: 10/2/18

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

The Lincoln Park District in conjunction with the Pigs and

Swigs, to use the City Streets for a 5K Run June 2, 2018  
Run Hog Wild 5K map attached.

---

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 5/14/18.

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: Lincoln Park District (Jacki Pavlik)

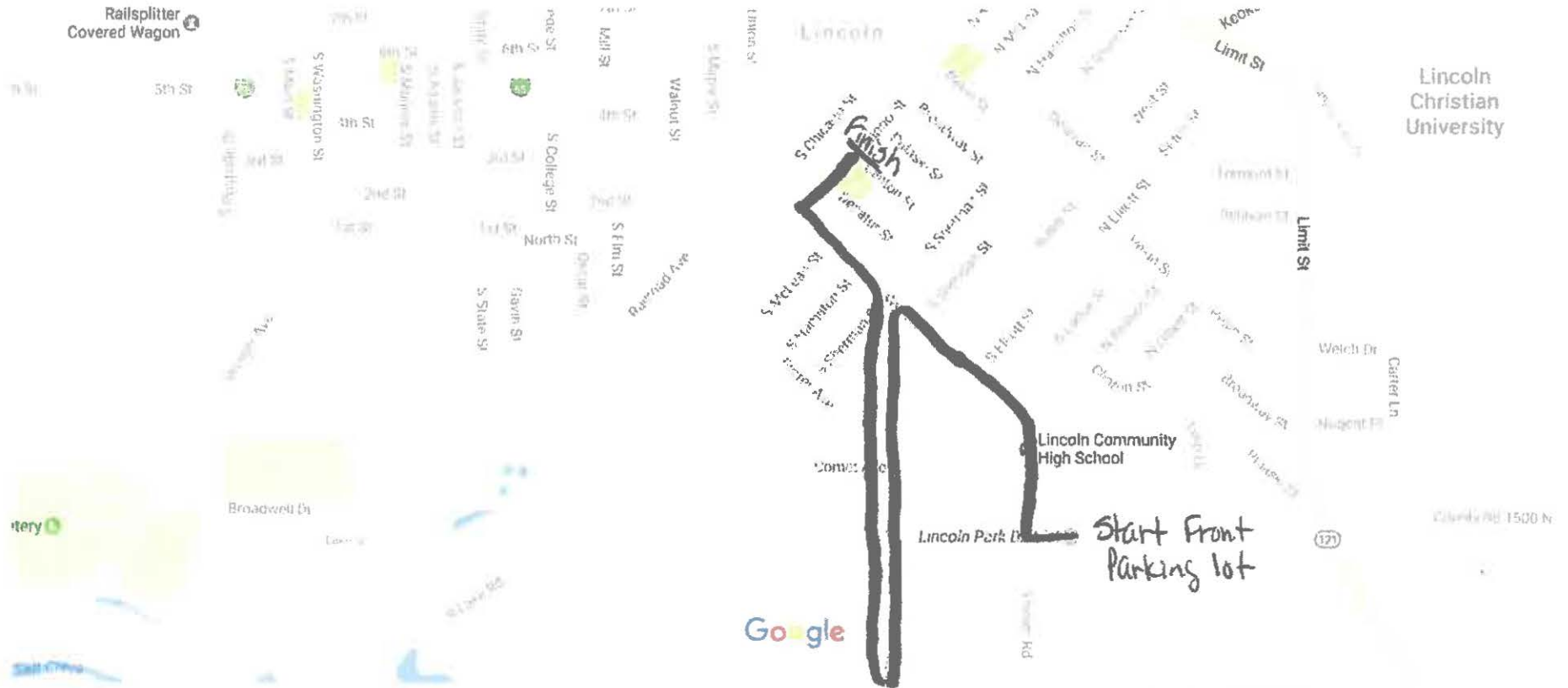
Address: 1400 Kailer Way

Lincoln, IL 62656

Phone: 217-732-8770 Cell: 309-531-7521

Email: jpavlik@lincolnparkdistrict.com





Turn Around  
end of home

Start Front  
Parking lot



# ILLINOIS PARKS ASSOCIATION RISK SERVICES

## CERTIFICATE OF BENEFITS

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the benefits afforded by the Legal Defense and Claim Payment Agreement.

NAME & ADDRESS OF MEMBER: Lincoln Park District  
Mr. John Andrews, Exec. Dir.  
1400 Railer Way  
Lincoln, IL 62656

This is to certify that the Benefits listed below have been issued to the Member named above and are in force at this time. 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 benefit afforded is subject to all of the terms, exclusions and conditions of the Legal Defense and Claim Payment Agreement and the Intergovernmental Contract.

MEMBER NO.	EFFECTIVE	BENEFITS	LIMIT OF BENEFITS
0025	7/1/2017 - 7/1/2018	Legal Liability-Third Party Claims	\$7,000,000. Each Occurrence \$0. Deductible
0025	7/1/2017 - 7/1/2018	Automobile Liability	\$7,000,000. Each Accident \$0. Deductible
0025	7/1/2017 - 7/1/2018	Wrongful Acts	\$7,000,000. Each Occurrence \$2,500. Deductible

In connection with member's Pigs N Swigs' Run Hog Wilk 5K on 6/2/2018

**CANCELLATION:** Should the above described Legal Benefits and Claim Payment Agreement be canceled or reduced, the ILLINOIS PARKS ASSOCIATION RISK SERVICES shall endeavor to mail ten (10) days written notice to the below named Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

NAME AND ADDRESS OF CERTIFICATE HOLDER:  
City of Lincoln 700  
Broadway Street  
Lincoln, IL 62656

DATE ISSUED: 04/26/2018



(Authorized Representative)

**ILLINOIS PARKS ASSOCIATION RISK SERVICES**

c/o Service Center  
315 S. Kalamazoo Mall  
Kalamazoo, MI 49007

0300 (7/98)

# REQUEST TO PERMIT

DATE: May 15, 2018

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

Street Closure for 3rd Friday Events

Closure of the 100 Block of N. Kickapoo, 600 Block of Broadway, and Pulaski

Street from the Alley-Bi to the Arcade from 3:00PM - 9:00PM for Third Friday

Events.

2018 Event Dates: June 15, July 20, August 17, September 21

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: 3rd Friday Committee/ Ashley Welch

Address: 700 Broadway Street

Lincoln, IL 62656

Phone: 217-735-2815 Cell: \_\_\_\_\_

Email: twelch@lincolnil.gov

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE BILLING AND PENALTY PROVISIONS FOR WASTE HAULING AND SEWERAGE SERVICE WITHIN THE CITY OF LINCOLN, ILLINOIS

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

WHEREAS, the City Council of the City of Lincoln has recently entered into an Exclusive Waste Collection Agreement with AREA Disposal, Inc.; and,

WHEREAS, as a part of that agreement, the City of Lincoln has agreed to issue monthly billings for waste collection services required throughout the City of Lincoln; and,

WHEREAS, the City Council of the City of Lincoln has determined that the billing and penalty provisions of the Waste Collection ordinance should be revised to reflect the updated procedures and requirements of this process along with the penalties for the violation of the same; and,

WHEREAS, Section 7-8-1-14 of the City Code of the City of Lincoln sets forth the method of payment and billing cycle for sewer charges within the City of Lincoln, Illinois; and,

WHEREAS, the City of Lincoln, Illinois believes it is in the best interest of the City and the Citizens of the City of Lincoln, Illinois to bill for sewerage charges on a monthly basis as opposed to billing quarterly; and,

WHEREAS, the City Council of the City of Lincoln feels that it is necessary and appropriate to modify the billing cycle for sewerage services in City of Lincoln commencing as of June 1, 2018; and,

WHEREAS, the City Council of the City of Lincoln believes the penalty provisions with respect to delinquent sewer bills should be revised to reflect the new monthly billing cycle and will assist the City Clerk with the collection and enforcement of the ordinances with respect to the same; and,

WHEREAS, it is determined to be in the best interest of the City of Lincoln and the citizens of the City of Lincoln to amend the billing process for waste collection services and the billing cycle for sewerage services, along with penalties for delinquent accounts, in the City of Lincoln, Illinois.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, as follows:

1. That Section 7-16-7 is hereby deleted and the following is inserted in place thereof:

"7-16-7: Billing and General Penalty.

The City may issue bills for Waste Collection services on behalf of a Waste Hauler with an exclusive Waste Collection Agreement with the City. The owner of the premises, the occupant or the user of the Waste Collection services shall be jointly and severally liable to pay for the service on the premises, and the service is furnished to the premises by the exclusive Waste Hauler only upon the condition that the owner of the premises, the occupant, or the user of the service are jointly and severally liable for the payment of all charges for the same. In the event any charges for Waste Collection services are not paid within thirty (30) days after rendition of the bill for such service, such charges shall be deemed, and are declared to be, delinquent.

If the rates or charges for waste collection services are not paid within sixty (60) days after the rendition of the bill for such services, such services may be discontinued without further notice to the customer. In the event that services are discontinued, said service shall not be reinstated until all outstanding charges are paid in full. The city council of the City may also contract with the exclusive Waste Hauler serving the

City, to terminate Waste Collection service to any property where waste collection charges are delinquent for a period of sixty (60) days after the rendition of the bill for such services. In the event waste collection services are discontinued, said services shall not be reinstated until all outstanding charges are paid in full. The termination, either voluntary or involuntary, of services shall constitute a violation of this section.

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

2. That Section 7-8-1-14 of the City Code of the City of Lincoln is hereby deleted in its entirety and is hereby replaced with the following Section 7-8-1-14:

"All charges for sewerage service should accrue monthly on the first day of each month. The owner of the premises, the occupant, or the user of the sewerage system shall be jointly and severally liable to pay for the service on the premises, and the service is furnished to the premises by the City only upon the condition that the owner of the premises, the occupant, or the user of the service are jointly and severally liable for the payment of all charges to the City. All monthly bills for services shall be rendered as of the first day of the previous month for which the service is billed, and shall be payable not later than the close of business on the twentieth day from the date of the bill. An additional charge in the amount of five dollars (\$5.00) shall be added to any bill not paid by the twentieth day after the date that the bill is rendered. An additional penalty of twenty five dollars (\$25.00) per month shall be added for so long as the bill remains unpaid, effective on the forty fifth day after the original billing."

3. That should any clause, sentence, or paragraph of this Ordinance be declared to be invalid by any Court of competent jurisdiction, such invalidity shall not affect any other clause, sentence, or paragraph of said Ordinance.

4. That this Ordinance shall be full force and effect on

June 1, 2018, after its passage, approval, and publication in pamphlet form as provided by law.

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

Alderwoman Parrot	_____	Alderman Welch	_____
Alderwoman Bauer	_____	Alderman Fleshman	_____
Alderwoman Browne	_____	Alderman Keller	_____
Alderman Hoefle	_____	Alderman Hoinacki	_____

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstentions: \_\_\_\_\_

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2018.  
CITY OF LINCOLN

BY: \_\_\_\_\_  
Seth Goodman, Mayor  
City of Lincoln  
Logan County, Illinois

ATTEST: \_\_\_\_\_ (SEAL)  
City Clerk, City of Lincoln,  
Logan County, Illinois



## MEMORANDUM

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

**FROM:** Walt Landers, Street Superintendent

**MEETING**

**DATE:** May 15, 2018

**RE:** Replacement of Video Detection System at Keokuk & N. Logan St.

---

**Background**

The traffic signal video detection system at Keokuk St. and N Logan St needs to be replaced due to system failures. There are two cameras out of the four that have failed and the systems software is outdated and components to repair the system are no longer available. I have two bids to upgrade this system.

1. Egizii Electric Inc. \$33,750.00
2. Bodine Electric of Decatur \$37,294.00

**Analysis/Discussion**

The cost for the upgrade would be shared between the city and the Illinois Department of Transportation. The city pays the initial cost and then is reimbursed by IDOT's once we provide our quarterly Traffic Signal Maintenance and Repair report. The city's share of the upgrade would be 25% of the upgrade cost and IDOT would pay 75%.

July 1, 2011 the city of Lincoln entered into an Intergovernmental Agreement with IDOT to share the maintenance, repair and energy cost of traffic signals and other traffic control devices on state routes within the city limits. I have provided a letter received last July informing the city that IDOT intended to continue sharing the cost. Also included is a list of the intersections and interconnects and cost sharing percentage for each intersection and two interconnects.

**COW Recommendation**

Place bid from Egizii Electric Inc. in the amount of \$33,750.00, and place on the regular city council meeting agenda for May 21, 2018.

**Fiscal Impact**

\$33,750.00, initially pending the 75%, reimbursement from IDOT

**Council Recombination**

Approve bid from Egizii Electric Inc to upgrade traffic signal detection system at the intersection of Keokuk and N. Logan



# Illinois Department of Transportation

Office of Highways Project Implementation / Region 4 / District 6  
126 East Ash Street / Springfield, Illinois 62704-4792

CITY CLERK  
LINCOLN, ILLINOIS

July 26, 2017

JUL 31 2017

City of Lincoln  
Peggy S. Bateman, City Clerk  
700 Broadway Street  
PO Box 509  
Lincoln, IL 62656

RECEIVED

Dear Sir or Madam:

This is to inform you of the Department's intent to continue to be financially responsible for its share of the maintenance and energy charges for specific traffic signals located on State Highways within your municipality. (See Exhibit A) This Financial responsibility is for the State's Fiscal Year beginning July 1, 2017, and ending June 30, 2018. Responsibility for maintenance and energy charges shall be as outlined in the Master Agreement entered into on July 1, 2011, between the State of Illinois and the City of Lincoln.

Payment by the Department of any and all of its share of the maintenance costs is contingent upon the Department receiving funds in its annual appropriation. Bills should be submitted to the Department as soon as practicable, upon completion of work, and shall be submitted no later than August 31<sup>st</sup> of that same year. Bills submitted after such time will not be honored, unless prior arrangements have been made, or the Department receives justification for delay of payment.

If you have any questions regarding this matter, please contact Stan Clow at 217-524-9161.

Sincerely,

Jeffrey M. South, P.E.  
Region Four Engineer

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

  
John C. Niggangard, P.E.  
District 6 Operations Engineer

JCN/SC/len

Cc: Administration  
Certified Mail

## EXHIBIT A

Following is a list of signalized intersections along State highways located within the City of Lincoln. The level of maintenance refers to the Traffic Signal Maintenance Provisions in Exhibit B of the Master Agreement.

LOCATION	% OF MAINTENANCE RESPONSIBILITY			% OF ENERGY CHARGES RESPONSIBILITY			AGENCY HANDLING MAINTENANCE	LEVEL OF MAINTENANCE
	STATE	CORP.	OTHER	STATE	CORP.	OTHER		
Lincoln Parkway & Illinois 10/121	100	0		100	0		Corporation	I
Woodlawn & College	50	50		50	50		Corporation	I
Woodlawn & Union	50	50		50	50		Corporation	I
Logan St. & Broadway	50	50		50	50		Corporation	I
Lincoln Parkway & Fifth St.	75	25		75	25		Corporation	I
Keokuk & Logan	75	25		75	25		Corporation	I
Keokuk & Kickapoo	75	25		75	25		Corporation	I
Woodlawn & Heitmann Drive	50	50		50	50		Corporation	I
Woodlawn & Connelly	50	50		50	50		Corporation	I
Woodlawn & Zion School	50	50		50	50		Corporation	I
Woodlawn & Taylor Court	50	50		50	50		Corporation	I
Woodlawn & West Ramp (I-55)	100	0		100	0		Corporation	I
Woodlawn & East Ramp (I-55) Ball Dr.	75	25		75	25		Corporation	I

## EXHIBIT A

Following is a list of signalized intersections along State highways located within the City of Lincoln. The level of maintenance refers to the Traffic Signal Maintenance Provisions in Exhibit B of the Master Agreement.

LOCATION	% OF MAINTENANCE RESPONSIBILITY			% OF ENERGY CHARGES RESPONSIBILITY			AGENCY HANDLING MAINTENANCE	LEVEL OF MAINTENANCE
	STATE	CORP.	OTHER	STATE	CORP.	OTHER		
Woodlawn & Madigan	50	50		50	50		Corporation	I
5th & College	50	50		50	50		Corporation	I
Lincoln Parkway & Stahlhut Dr.	67	34		67	34		Corporation	I
Interconnect & Master cont. Heitmann to Lincoln Pkwy(10 int.)	51	49					Corporation	I
Interconnect & Master Cont. College to Kickapoo (5 int.)	60	40					Corporation	I

Proposal



**Egizii Electric, Inc.**  
3009 Singer Ave.  
Springfield, IL 62703  
Phone: 217-528-4001 Fax: 217-528-1677

Date: April 26, 2018

Customer #	_____	Phone:	<u>217-732-4655</u>
Invoice to:	<u>City of Lincoln IL</u>	Cell:	<u>217-519-3619</u>
Attention:	<u>Mr. Walt Landers</u>	Egizii Job #:	_____
Street:	<u>700 Broadway Street</u>	Job Name	<u>Signal Video Detection Upgrade</u>
City, State, & Zip	<u>Lincoln, Illinois 62656</u>	Job Location:	<u>Keokuk @ N. Logan</u>

**DESCRIPTION OF WORK:**

Provide labor, materials, and equipment to upgrade video vehicle detection system to (4 detector) VISION system by Econolite, Cabinet upgrades, (4) Camera Mounting assemblies, replace existing cabling with Terra 3C power over ethernet removal of existing items, programming assistance by TCC in conjunction with IDOT D6.

Estimate materials:       **\$28,850.00**  
Estimate Labor       :   **\$ 3150.00**  
Estimate OH/Markup 5% **\$1,750.00**

EEL assumes NO responsibility for unmarked/mismarked, unknown facilities, existing systems out of repair.

Quotes are based on performing work during normal business hours and having access to areas with minimal delays.

Please review and comment as required

**Proposal is valid for 30 days to hold current pricing on materials.**

<b>PROPOSAL TOTAL is in the amount of:</b>	<b>\$33,750.00</b>
--	--------------------

All material and workmanship is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or authorized deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Customer to carry fire, tornado, and other necessary insurance. Egizii Electric, Inc. workers are fully covered by Workmen's' Compensation Insurance. All work to be performed on normal work hours.

**Contractor**

Egizii Electric, Inc.

Signature: Kenny Paoni

Printed: Kenny Paoni COO/VP of Operations

Date: 4/26/2018

**Customer**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_



# Bodine Electric

OF DECATUR

Traffic Division

1845 North 22nd Street ■ Post Office Box 976 ■ Decatur, IL 62526  
Phone (217) 423-2593 ■ (800) 252-3369 ■ Fax (217) 420-4275

May 2, 2018

Project: City of Lincoln – Keokuk & Logan Traffic Signal Cameras  
Location: Lincoln, IL  
Attention: Walt Landers

Scope of Work

We will provide all necessary supervision, labor, materials and equipment for the successful completion of the above referenced project as herein specified.

- The city of Lincoln is seeking quotes for the replacement of the video detection system at Keokuk St. and N. Logan St. here in Lincoln. We would like a quote on a Econolite Vision Video Vehicle Detection System with 4 cameras installed.
- Traffic control is included as needed.
- **Our Price: \$37,294.00 Dollars.**

Costs for premium wages are not included in this proposal. Our standard working hours are 7:00AM – 3:30PM, Monday through Friday excluding holidays.

Use of this quotation is based upon the understanding that Bodine Electric Traffic Division of Decatur has necessarily assumed certain conditions in order to arrive at its best estimate for doing the work. In the event that actual conditions significantly vary from our assumptions, then a fair adjustment to the price is expected. These include:

- Physical conditions significantly different from what could be determined from a reasonable inspection of the worksite and/or information supplied by customer.
- The correctness and completeness of the contract documents is the sole responsibility of those who have prepared them. This proposal covers only that work that is adequately shown, described and/or detailed in the provided contract documents.
- Inability to start work and have reasonably uninterrupted access to Bodine Electric of Decatur's work until completed.
- Reasonably prompt resolution of any questions that may arise in the course of the work, including any necessary approvals by the customer or its agents.
- Standard insurance coverage currently in effect at the time of submission. All non-standard insurance requirements shall be waived or the direct cost paid by the requestor.
- Due to the volatility of the copper market, this proposal will be held firm for 15 days.

We further reserve the right to negotiate the terms of the contract that the customer may wish to use. Bodine Electric's payment terms are 30 days from date of invoice.



# **Bodine Electric**

**OF DECATUR**

**Bodine Electric has and always will hold the safety of their employees in the highest regard. This standard will be demonstrated on this project with the presence of our safety department personnel on a regular basis. Our experience modification rate of .68 is far below the national average.**

**Thank you for the opportunity to offer this estimate. Please feel free to contact me at 217-420-4224 or by fax at 217-420-4296 if you have any questions, or to schedule this project.**

**Regards,**

**Scott McIntyre  
Project Manager**

## LINCOLN POLICE DEPARTMENT

CHIEF OF POLICE PAUL ADAMS



DEPUTY CHIEF MATTHEW VLAHOVICH

**To: City Council**

**From: Chief of Police, Paul Adams** *PA*

**Meeting Date: May 15, 2018**

**Re: New Police Station North Annex Garage Plumbing Bid Award**

### **Background**

The North Annex Garage will require plumbing for floor drains and a bathroom for those working on vehicles. There is also three hose bibs, two internal and one external. We will have a sink in the wash bay and a sink in the bathroom. We plan on using a tank-less gas water heater so we are not unnecessarily heating water due to low frequent use of those sinks.

### **Analysis/Discussion**

We only received one bid for the plumbing from JC Dillon Inc in the amount of \$29,560. This is under are budgeted amount of \$39,000.

JC Dillon is the current plumber being used by PJ Hoerr for the construction of the police building itself, so we will be familiar with the employees and quality of work.

### **Fiscal Impact**

This is included in the bond amount of financing of the entire new police station project.

### **COW Recommendation**

Place on Council Agenda for May 21, 2018, to approve the bid for the North Annex Garage Plumbing to **JC Dillon Inc.** in amount not to exceed **\$29,560.00.**



MAY 10 2018

RECEIVED



**"When Your Water is Spillin', Call Dillon"**  
1515 W. Luthy Dr. Peoria, IL 61615

Ph: 309.689.1596  
Fax: 309.689.1599  
www.jcdilloninc.com

**Proposal**

<b>Lincoln City Clerk Office</b>	<b>Date:</b> 5-10-18 <b>Project:</b> Police Station Garage <b>Location:</b> Lincoln, IL
----------------------------------	---

WE, Hereinafter referred to as Seller, propose to furnish to you, Hereinafter referred to as the Purchaser, the following in accordance with the terms and conditions enclosed along with this sheet which upon acceptance becomes part of the contract.

The following pricing is per plans dated 4-10-18

<b>Includes:</b>	1). Waste/Vent Pipe Under & Aboveground (Sch 40/PVC) 2). Water Piping (L Copper) 3). (1) Catch Basin/ (3) Hose Bibbs / (2) Floor Drains / (20') Trench Drains / (1) Oil Interceptor 4). Interior Excavation/Backfill 6). Gas Piping (Sch 40 / Blk Pipe)
<b>Excludes:</b>	1). OT Hours / Shift Hours / Performance Bond 2). Toilet Partitions / Accessories / Backing / Access Panels 3). Site Storm Sewer, Perimeter Drains/Downspout 4). Water Softeners/Filters / Furnaces / Tube Heaters 5). Booster Pumps / Sales Tax / Plumbing Permit 6). Condensate Piping / Plumbing Fixtures & Faucets/ Water Heater / Mop Sink & Faucet 7). Electrical Wiring or Venting of Water Heaters or any Pumps & Equipment 8). Dumpster / Cleanup Fees or Back Charges 9). Site Sanitary & Site Domestic Water Lines 10). Location or Repair of Any Private Lines Under Interior Concrete 11). Site Gas Piping / Meter / Fees
<b>Total:</b>	29,560.00

Tim D. Dillon	Title	Date / Year
Contractor / Customer Signature	Title	Date / Year

**PLEASE SIGN AND RETURN TO J.C. DILLON, INC.**

**pbateman@lincolnil.gov**

---

**From:** Paul Adams <policechief@lincolnil.gov>  
**Sent:** Thursday, May 10, 2018 3:46 PM  
**To:** Peggy Bateman  
**Subject:** Fwd: Lincoln Police Garage Bldg  
**Attachments:** proposalLincolnPoliceGarage.pdf

----- Forwarded message -----

**From:** Tim Dillon <[timdillon@jcdilloninc.com](mailto:timdillon@jcdilloninc.com)>  
**Date:** Thu, May 10, 2018 at 12:51 PM  
**Subject:** Lincoln Police Garage Bldg  
**To:** [policechief@lincolnil.gov](mailto:policechief@lincolnil.gov) <[policechief@lincolnil.gov](mailto:policechief@lincolnil.gov)>

Attached is proposal as requested. Please confirm you received and call w/ any questions.

Thanks,

Tim Dillon

**J.C. Dillon, Inc.**

**Plumbing\*Heating\*Site Underground Utilities**

1515 W. Luthy Dr.

Peoria, IL 61615

PH: 309.689.1596

Fax: 309.689.1599

Cell: 309.208.2498

[timdillon@jcdilloninc.com](mailto:timdillon@jcdilloninc.com)

[www.jcdilloninc.com](http://www.jcdilloninc.com)

## **Disclaimer**

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# LINCOLN POLICE DEPARTMENT

CHIEF OF POLICE PAUL ADAMS



DEPUTY CHIEF MATTHEW VLAHOVICH

**To: City Council**

**From: Chief of Police, Paul Adams** *PA*

**Meeting Date: May 15, 2018**

**Re: New Police Station North Annex Garage Electrical Bid Award**

## **Background**

The North Annex Garage will require interior and exterior lighting including parking lot lighting. The lighting is similar to the original design so there should be no over wash onto the neighboring properties.

The electrical bid includes connection to Ameren electric, providing the necessary panels, outlets, switches, and rough-in for cameras and networking.

## **Analysis/Discussion**

We received three bids for the electrical RFP:

<b>Contractor</b>	<b>Bid</b>
Egizii Electric Inc	\$56,428.00
WM Masters Inc	\$57,235.00
B&B Electric Inc	\$47,120.00

B&B Electric had the lowest bid, however it is over our budgeted amount of \$20,000 by \$27,120. We are under budget on plumbing and concrete by \$29,860. At this time we are still under budget on the North Annex and well under budget on the main construction.

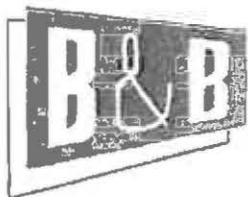
## **Fiscal Impact**

This is included in the bond amount of financing of the entire new police station project.

## **COW Recommendation**

Place on Council Agenda for May 21, 2018, to approve the bid for the North Annex Garage Electrical to **B&B Electric Inc.** in amount not to exceed **\$47,120.00.**

QUOTATION



**Electric**

INC.

3000 REILLY DRIVE

SPRINGFIELD, ILLINOIS 62703

217/528-9666  
FAX 217/528-5481

To: City of Lincoln  
City Clerk's Office  
700 Broadway  
Lincoln Illinois 62656

Re: Police Station Garage Electrical-  
RFP Response

May 9, 2018

B&B Electric Inc. will provide labor and material for the above referenced project as follows:

- All work is per RFP documents.
- Tax is excluded.
- All work is to be performed during normal daytime hours.
- Temporary power and lighting are included.
- Dumpster fees are excluded.
- New electrical service and panel are included.
- Excavation and backfill are included.
- Concrete polebases are included.
- Light fixtures are included per the Lighting Schedule in the RFP.
- Power to mechanical equipment is included. All equipment is furnished and installed by others.
- Power to air compressor is included. Equipment is furnished and installed by others.
- Rough ins for CCTV, WIFI, and Switch are included. All other work is by others.
- For item #3 of the Content for Proposal section of the RFP:
  - a. Our approach will be to work with the General Contractor to schedule our work on a daily basis. The only item we would need is to make sure the site is clear so any trenching we have for the electrical service and feeds to the pole lights are clear.
  - b. Overall price, see below.
  - c. We would use workers from our current employee list. Hopefully some of them that have worked on the new Police Station job.
  - d. As far as information and participation from City Staff, we would just need basic input and questions answered.
  - e. At this time, we would not need any additional information.

The above will be completed for the sum of: (\$47,120.00)

A handwritten signature in black ink, appearing to read 'Michael A. Curry', is written over a faint, larger version of the same signature.

Michael A. Curry

ACCEPTED BY \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

COMPLETE ELECTRICAL INSTALLATION  
INDUSTRIAL - COMMERCIAL



NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION



3000 REILLY DRIVE

SPRINGFIELD, ILLINOIS 62703

217/528-9666  
FAX 217/528-5481

May 10, 2018

**POLICE STATION GARAGE ELECTRICAL**

**B & B ELECTRIC, INC.**

**EXECUTIVE SUMMARY**

<b>Todd M Brinkman</b>	<b>President</b>	<b>1977 to Present</b>
<b>Tim Brinkman</b>	<b>Exec Vice-Pres</b>	<b>2004 to Present</b>
<b>Stephen Trutter</b>	<b>Vice-Pres, Estimator</b>	
	<b>Proj Manager, RCDD</b>	<b>1978 to Present</b>
<b>Michael A Curry</b>	<b>Vice-Pres, Estimator</b>	
	<b>Proj Manager, LC</b>	<b>1987 to Present</b>
<b>Howard Hilby</b>	<b>Vice-Pres, Field</b>	
	<b>Superintendent</b>	<b>1982 to Present</b>
<b>Seth Garner</b>	<b>Estimator/Proj</b>	
	<b>Manager</b>	<b>1994 to Present</b>



NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION



3000 REILLY DRIVE

SPRINGFIELD, ILLINOIS 62703

217/528-9666  
FAX 217/528-5481

#### FIRM QUALIFICATIONS

B & B has been in business since 1962 and still going strong. We are a licensed Electrical Contractor that provides high quality service for Commercial Electrical, Low Voltage, Structured Cabling systems, Design Build, Design Assist, Alternate Power Systems, Testing, and Site Lighting, just to give you an idea of what type of projects we do.

B & B Electric, Inc. operates with an average of 70 people a year. We carry a Professional Alarm Contracting License in the name of the Company and one in the name of Stephen Trutter, one of our Estimators. We are affiliated with Illinois Brotherhood of Electrical Workers, Local 193, and the National Joint Apprenticeship Training Committee.

#### **Team Members:**

**Todd M Brinkman, President**

**Tim Brinkman, Elect and tele/data projects and Financial Operations of the Business**

**Stephen Trutter, Specializes in Tele/Data design and installation and also holds a Master Electrician License and earned his RCDD (Registered Cabling Distribution Designer)**

**Michael A Curry, Expertise in Design-Build, Lighting and Large Project estimating.**

**Certifications include: Lighting Certified by National Council,**

**Associate Member of Illuminating Engineering,**

**Associate Member of International Assoc of Elect Inspectors and Lighting Designer**

**By National Lighting Bureau**



NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION



**Howard Hilby, Oversees all Field Operations**

**Seth Garner, General Foreman on Health Care Projects and Certified in both Panduit and Commscope certified and serves as an Apprenticeship Instructor for Local IBEW 193.**

**Michael A. Curry will be assisting the City with this initiative (His information is included already)**



3000 REILLY DRIVE

SPRINGFIELD, ILLINOIS 62703

217/528-9666  
FAX 217/528-5481

OUTLINE OF RECENT PROJECTS COMPLETED

Abraham Linc Memorial Hosp

Springfield Clinic

Memorial Medical Center- Infrastructure and Learning Research

State Capitol- Exterior Lighting of the Dome and Renovation of House & Senate Chambers

Orthopedic Center

Illinois State Fairgrounds

SJH- Hybrid Lab

SJH- ICU Remodel

Springfield Clinic GI Proc Room

SJH 10<sup>th</sup> Flr Refresh

**Still in Progress:**

Memorial Med Center- SWEP (South West Expansion Project- Mike Sunley- Oshea Blders,  
3401 Constitution Dr- Spfld, IL 217-522-2826

Pass Area Hosp- Behaviorial Health- Justin Schaefer- Oshea Blders, 3401 Constitution  
Dr- Spfld, IL 217-522-2826

Lincoln Police Station- Kyle Goodman- PJ Hoerr, 107 North Commerce Place  
Peoria, IL 61604  
309-688-9567



NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

**Client References:**

Oshea Builders (217) 522-2826

St Johns Hosp- 800 East Carpenter- Spfld, IL (217) 544-6464

Memorial Med Center- Chris Tomlin- 701 North 1<sup>st</sup>- Spfld, IL (217) 788-3000

Linc Police Station- Kyle Goodman, PJ Hoerr, 107 N Commerce Drive, Peoria, IL -  
309-688-9567

Abraham Linc Memorial Hospital- Steve Tanner- 200 Stahlhut Drive, Lincoln, IL  
(217) 732-2161

**WAGE RATE REQUIREMENTS CERTIFICATION**

**GENERAL**

1. The Contract shall be based upon payment by Contractor and his Subcontractor of wage rates not less than the prevailing hourly wage rate for each classification of worker engaged on the work as determined by the State of Illinois, Department of Labor.
2. The Prevailing Wage Law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.
3. A copy of the wage determination shall be posted by the Contractor in a conspicuous place at the site of the work where it can be easily seen by the workers.
4. The Contractor shall maintain certified time sheets and submit to the City with final invoice.

B&B Electric, Inc.  
\_\_\_\_\_  
(Printed name of Contractor)

3000 Reilly Drive  
\_\_\_\_\_  
Address

Springfield	IL	62703
_____ City	_____ State	_____ Zip Code

\_\_\_\_\_  
Signature of Authorized Representative

Vice-President	5-10-18
_____ Title	_____ Date

**DRUG FREE WORKPLACE CERTIFICATION**

In compliance with State of Illinois Compiled Statutes, Chapter 30-580, The Contractor certifies and agrees that it will provide a drug free workplace by:

Publishing a Statement:


- A. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace.
  - 1. Specifying the actions that will be taken against employees for violations of such prohibition.
- B. Notifying the employee that, as a condition of employment on such Contract, the employee will:
  - 1. Abide by the terms of the statement; and
  - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- C. Establishing a drug free awareness program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The Contractor's policy for maintaining a drug free workplace;
  - 3. Available counseling, rehabilitation, or assistance programs; and
  - 4. Penalties imposed for drug violations.
- D. Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the Contract and to post the Statement in a prominent place in the workplace.
- E. Notifying the contracting agency within ten (10) days after receiving notice of any violations as listed above.
- F. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program, by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- G. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- H. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

The undersigned affirms, under penalties of perjury, that he/she is authorized to execute this certification on behalf of the designated organization.

B & B Electric, Inc.  
(Printed name of Contractor)

3000 Reilly Drive  
Address


Springfield IL 62703  
City State Zip Code

  
Signature of Authorized Representative

Vice-President 5-10-18  
Title Date

**NON-COLLUSION CERTIFICATE**

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38 of the Illinois Compiled Statutes concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts.

B & B Electric, Inc.  
(Printed name of Contractor)  
3000 Reilly Drive  
Address  
Springfield IL 62703  
City State Zip Code  
  
Signature of Authorized Representative  
Vice-President 5-10-18  
Title Date

**CONTRACTOR BID AGREEMENT**

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

The undersigned bidder, in compliance with your advertisement for bids for work as specified, and related documents prepared by or at the direction of the City of Lincoln, Owner, and being familiar with all conditions surrounding the work, including availability of labor and material, does hereby propose to furnish materials, labor, equipment and services and pay for same and shall perform all work required for the completion of the Project, in accordance with the Contract documents and at the price provided.


The undersigned bidder understands that prevailing wages must be paid in connection with the work, and agrees to maintain and provide to the owner upon its request, required documentation to support compliance with the Illinois Prevailing Wage Act, in accordance with the law.

Bidder certifies this bid to be for the project described in the Instruction to Bidders document and to be in accordance with plans, specifications and Contract documents, including the invitation for bids. In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the Contractor. Any claims for an increase of the Contract time shall be made in writing to the City within seven (7) days of the cause.

B & B Electric, Inc.  
(Printed name of Contractor)

3000 Reilly Drive  
Address

<u>Springfield</u>	<u>IL</u>	<u>62703</u>
City	State	Zip Code

  
Signature of Authorized Representative

<u>Vice-President</u>	<u>5-10-18</u>
Title	Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/12/2017

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> <b>TROXELL</b> 214 South Grand Ave West P.O. Box 3757 Springfield IL 62704	<b>CONTACT NAME:</b> Lori Ruppel Williams <b>PHONE (A/C No. Ext):</b> 217-321-3145 <b>FAX (A/C No):</b> 217-321-4145 <b>EMAIL ADDRESS:</b> lruppel@troxellins.com
<b>INSURED</b> B & B Electric Inc. 3000 Rally Drive Springfield IL 62703-4565	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Cincinnati Insurance Company NAIC # 18677 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>


COVERAGES CERTIFICATE NUMBER: CL1712421989 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		EPP0056170	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		EBA0056170	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		EPP0056170	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in IL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	EJWC0298389	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased or Rented Equipment		EPP0056170	12/31/2017	12/31/2018	Limit \$200,000 Ded. \$500

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

**Project Name**  
 Per written contract: B & B Electric Inc., Owner, and Architect and their agents, officers, directors and employees are additional insureds in regards to general liability and auto liability on a primary, non-contributory basis. Additional insured language shall be provided per ISO form CG2010 (11/85) or its equivalent. Waiver of subrogation applies in favor of B & B Electric Inc., Owner, and Architect and their agents, officers, directors and employees on the worker's compensation, general liability and auto liability policies.

<b>CERTIFICATE HOLDER</b> B & B Electric 3000 Rally Drive Springfield IL 62703	<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. AUTHORIZED REPRESENTATIVE 
---	--





**Debbie Gems**  
Regional Director  
Surety Field

The Cincinnati Indemnity Company • The Cincinnati Indemnity Company  
The Cincinnati Indemnity Company • The Cincinnati Specialty Underwriters Insurance Company  
The Cincinnati Indemnity Company

May 9, 2018

City of Lincoln  
700 Broadway Street  
Lincoln, IL

RE: B & B Electric Inc. – Police Station Garage Electrical

This will serve to confirm the Cincinnati Insurance Company (AM Best Rating of A+XV) has provided surety/bonding credit to B & B Electric Inc. since 1993. We consider them one of our finest accounts and currently have a \$20,000,000 aggregate bond program available for their firm. Should a situation merit, we would consider requests beyond these parameters as well.

In the event the bid of B & B Electric Inc. is accepted and a contract awarded to this bidder and if the contractor so requests, the Cincinnati Insurance Company will provide the performance and payment bonds required for this project after review of the contract documents and specifications and subject to normal underwriting procedures and conditions at the time of the request.

Any arrangement for bonds required by the contract is a matter between B & B Electric Inc. and Cincinnati Insurance Company and we assume no liability to you or third parties, if for any reason we do not execute these bonds.

Sincerely,

Debbie Gems  
Regional Director  
Surety Field

**Police Station Garage Electrical**

**Wm. Masters Inc,**

**Complete Electrical Work**

## **Firm Qualifications:**

**A. We are a licensed electrical contractor. We also do heating/cooling, plumbing, and data work. Affiliated with the National Electrical Contractors Association**

**B. Key team players: Ron Masters- President with 33 years of experience in the electrical industry**

**C. Individuals assisting: Dustin Ingram and Marion Long both journeyman electricians for 18 years**

**D. Marion Long key projects- Nestle Factory in Bloomington, IL full time electrical maintenance**

**Dustin Ingram key projects- Toyo Factory in Bloomington, IL as well as full time electrical maintenance at Nestle**

**E. References- Lincoln City Deputy Police Chief Matthew Vhalovich (217)737-7875 700 Broadway Lincoln, IL 62656**

## **Understanding of and Approach to the Project**

**A. Complete electrical work includes scope of work included in request for proposal. Please see attached proposal.**

**B. Base Bid- \$57,235**

**C. Lighting Vendor- Graybar Electric**

**D. Verify outlets and switching locations**

# WM. MASTERS, INC.

401 Olympia Drive  
BLOOMINGTON, IL 61704  
(309) 662-8481  
FAX (309) 662-8484

PROPOSAL SUBMITTED TO	PHONE	DATE
City of Lincoln-Paul Adams Police Chief	217-732-2151	5/10/2018
STREET	JOB NAME	
700 Broadway St.	Lincoln Police Garage	
CITY, STATE AND ZIP CODE	JOB LOCATION	
Lincoln, IL		
ARCHITECT Greiner Buildings Inc.	DATE OF PLANS 3-27-18	

We hereby submit specifications and estimates for: **ELECTRIC WORK**  
Includes furnishing and installing exterior, interior, and site lighting  
Includes furnishing and installing 200A panel and meter base  
Includes furnishing and installing power for air compressor, overhead radiant tube heaters, tank-less water heater, overhead door openers, receptacles, and switching  
Includes providing and installing wire for underground Ameren service from the utility pole to the meter base  
Includes providing and installing power wiring from meter base to 200A panel

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

Payment to be made as follows: \_\_\_\_\_ dollars( \$57,235)

All material is guaranteed to be as specified. All work to be complete in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

Authorized Signature \_\_\_\_\_ Ron Masters  
Note: This proposal may be withdrawn by us if not accepted within 30 days.

**Acceptance of Proposal** -The above prices, specifications and conditions are satisfactory and are hereby accepted  
You are authorized to do the work as specified. Payment will be made as outlined above. A 1 1/2% service charge will be added to any unpaid balance after 30 days. Should legal action be required, I heret; agree to pay any legal fees required for collection of amount owed. Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

**WAGE RATE REQUIREMENTS CERTIFICATION**

**GENERAL**

1. The Contract shall be based upon payment by Contractor and his Subcontractor of wage rates not less than the prevailing hourly wage rate for each classification of worker engaged on the work as determined by the State of Illinois, Department of Labor.
2. The Prevailing Wage Law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.
3. A copy of the wage determination shall be posted by the Contractor in a conspicuous place at the site of the work where it can be easily seen by the workers.
4. The Contractor shall maintain certified time sheets and submit to the City with final invoice.

Ron Masters - Wm. Masters Inc.

(Printed name of Contractor)

401 Olympia Dr.

Address

Bloomington IL 61704

City

State

Zip Code

[Signature]

Signature of Authorized Representative

President 5/10/18

Title

Date

**DRUG FREE WORKPLACE CERTIFICATION**

In compliance with State of Illinois Compiled Statutes, Chapter 30-580, The Contractor certifies and agrees that it will provide a drug free workplace by:

Publishing a Statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace.
  - 1. Specifying the actions that will be taken against employees for violations of such prohibition.
- B. Notifying the employee that, as a condition of employment on such Contract, the employee will:
  - 1. Abide by the terms of the statement; and
  - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- C. Establishing a drug free awareness program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The Contractor's policy for maintaining a drug free workplace;
  - 3. Available counseling, rehabilitation, or assistance programs; and
  - 4. Penalties imposed for drug violations.
- D. Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the Contract and to post the Statement in a prominent place in the workplace.
- E. Notifying the contracting agency within ten (10) days after receiving notice of any violations as listed above.
- F. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program, by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- G. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- H. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

The undersigned affirms, under penalties of perjury, that he/she is authorized to execute this certification on behalf of the designated organization.

Wm. Masters Inc,  
(Printed name of Contractor)

401 Olympic Dr.  
Address

<u>Bloomington</u>	<u>IL</u>	<u>61704</u>
City	State	Zip Code

[Signature]  
Signature of Authorized Representative

<u>President</u>	<u>5/10/18</u>
Title	Date

**NON-COLLUSION CERTIFICATE**

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38 of the Illinois Compiled Statutes concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts.

Wm. Masters Inc.  
(Printed name of Contractor)

401 Olympia Dr. 1  
Address

Bloomington City      IL State      61704 Zip Code

[Signature]  
Signature of Authorized Representative

President Title      5/10/18 Date

**CONTRACTOR BID AGREEMENT**

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

The undersigned bidder, in compliance with your advertisement for bids for work as specified, and related documents prepared by or at the direction of the City of Lincoln, Owner, and being familiar with all conditions surrounding the work, including availability of labor and material, does hereby propose to furnish materials, labor, equipment and services and pay for same and shall perform all work required for the completion of the Project, in accordance with the Contract documents and at the price provided.

The undersigned bidder understands that prevailing wages must be paid in connection with the work, and agrees to maintain and provide to the owner upon its request, required documentation to support compliance with the Illinois Prevailing Wage Act, in accordance with the law.

Bidder certifies this bid to be for the project described in the Instruction to Bidders document and to be in accordance with plans, specifications and Contract documents, including the invitation for bids. In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the Contractor. Any claims for an increase of the Contract time shall be made in writing to the City within seven (7) days of the cause.

Wm. Masters Inc,

(Printed name of Contractor)

401 Olympia Dr.

Address

Bloomington

City

IL

State

61704

Zip Code

[Handwritten Signature]  
 Signature of Authorized Representative

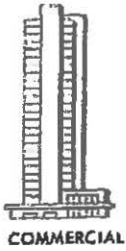
President

Title

5/10/18

Date





# EGIZII ELECTRIC INC.



May 10, 2018

To: City Of Lincoln  
RE: Lincoln Police Garage

Egizii Electric, Inc. is pleased to submit our proposal for the Electrical, Division 16 installation on the above referenced project.

**TOTAL LUMP SUM BASE BID PRICE: \$56,428.00**

**CLARIFICATIONS:**

1. No sales tax included.
2. No utility fees included.
3. No permit fees included.
4. Cost of performance/payment bond included.
5. Trenching included for electrical work.

Thank you for the opportunity to provide a quote for this project. If you have any questions or require further information, I can be reached at 217-303-2069.

Very truly yours,  
EGIZII ELECTRIC, INC.

A handwritten signature in black ink, appearing to read "Rod Clark".

Rod Clark  
Egizii Electric, Inc.



### Firm Qualifications

- a) Type of organization, size, professional registration and affiliations:
  - a. Type of organization: Electrical Contractor Corporation
  - b. Size: Currently 39 employees
  - c. Professional registration: n/a
  - d. Affiliations: n/a
- b) Identify and present qualifications of the key team members and partners:
  - a. Rod Clark, Vice President of Estimating
- c) Resume of the principal individual from the firm who will be assisting the City with the initiative:
  - a. Rod Clark, Vice President of Estimating
- d) Outline of recent projects completed
  - a. Senate Hearing Room
  - b. Lincoln High Speed Rail
  - c. Decatur AASF
  - d. WUIS Generator
  - e. Williamsville Fire Department
  - f. Logan Prison
- e) Client references from recent related projects, including name, address and phone number of the individuals to contact for referral
  - a. Logan Prison  
The George Sollitt Construction Company  
790 N. Central Ave.  
Wood Dale, IL 60191  
Henry Ryan  
(630) 860-733
  - b. Lincoln High Speed Rail  
R. D. Lawrence Construction Company  
603 N. Amos Ave.  
Springfield, IL 62702  
Greg Goetz  
(217) 787-1384

**WAGE RATE REQUIREMENTS CERTIFICATION**


**GENERAL**

1. The Contract shall be based upon payment by Contractor and his Subcontractor of wage rates not less than the prevailing hourly wage rate for each classification of worker engaged on the work as determined by the State of Illinois, Department of Labor.
2. The Prevailing Wage Law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.
3. A copy of the wage determination shall be posted by the Contractor in a conspicuous place at the site of the work where it can be easily seen by the workers.
4. The Contractor shall maintain certified time sheets and submit to the City with final invoice.

Egizii Electric, Inc. a Division of EEI Holding Corp  
(Printed name of Contractor)

3009 Singer Ave.  
Address

Springfield IL 62703  
City State Zip Code

  
Signature of Authorized Representative  
**Rodney Clark**

VP of Estimating 05/10/18  
Title Date

**DRUG FREE WORKPLACE CERTIFICATION**

In compliance with State of Illinois Compiled Statutes, Chapter 30-580, The Contractor certifies and agrees that it will provide a drug free workplace by:

**Publishing a Statement:**

- A. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace.
  - 1. Specifying the actions that will be taken against employees for violations of such prohibition.
- B. Notifying the employee that, as a condition of employment on such Contract, the employee will:
  - 1. Abide by the terms of the statement; and
  - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- C. Establishing a drug free awareness program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The Contractor's policy for maintaining a drug free workplace;
  - 3. Available counseling, rehabilitation, or assistance programs; and
  - 4. Penalties imposed for drug violations.
- D. Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the Contract and to post the Statement in a prominent place in the workplace.
- E. Notifying the contracting agency within ten (10) days after receiving notice of any violations as listed above.
- F. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program, by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- G. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- H. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

The undersigned affirms, under penalties of perjury, that he/she is authorized to execute this certification on behalf of the designated organization.

Egizii Electric, Inc. a Division of EBI Holding Corp.  
(Printed name of Contractor)

3009 Singer Ave.  
Address

Springfield IL 62703  
City State Zip Code

  
Signature of Authorized Representative

Rodney Clark  
VP of Estimating 05/10/18  
Title Date


**NON-COLLUSION CERTIFICATE**

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38 of the Illinois Compiled Statutes concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts.

Egizii Electric, Inc. a Division of EEI Holding Corp.  
(Printed name of Contractor)

3009 Singer Ave.  
Address

Springfield IL 62703  
City State Zip Code

  
Signature of Authorized Representative

Rodney Clark  
VP of Estimating 05/10/18  
Title Date

**CONTRACTOR BID AGREEMENT**

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

The undersigned bidder, in compliance with your advertisement for bids for work as specified, and related documents prepared by or at the direction of the City of Lincoln, Owner, and being familiar with all conditions surrounding the work, including availability of labor and material, does hereby propose to furnish materials, labor, equipment and services and pay for same and shall perform all work required for the completion of the Project, in accordance with the Contract documents and at the price provided.

The undersigned bidder understands that prevailing wages must be paid in connection with the work, and agrees to maintain and provide to the owner upon its request, required documentation to support compliance with the Illinois Prevailing Wage Act, in accordance with the law.

Bidder certifies this bid to be for the project described in the Instruction to Bidders document and to be in accordance with plans, specifications and Contract documents, including the invitation for bids. In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the Contractor. Any claims for an increase of the Contract time shall be made in writing to the City within seven (7) days of the cause.

Egizii Electric, Inc. a Division of EEI Holding Corp.  
(Printed name of Contractor)

3009 Singer Ave.  
Address

Springfield IL 62703  
City State Zip Code

  
Signature of Authorized Representative

Rodney Clark  
VP of Estimating 05/10/18  
Title Date

LEASE AGREEMENT

THIS LEASE AGREEMENT is made in duplicate at Lincoln, Illinois, as of the \_\_\_ day of \_\_\_\_\_, 2018, (herein defined as "Execution Date") between CITY OF LINCOLN, an Illinois municipal corporation located in Logan County, Illinois, hereinafter referred to as "Lessor", and LOGAN COUNTY TOURISM BUREAU, an Illinois corporation with its principal office at 101 N. Chicago Street, Lincoln, Illinois 62656, hereinafter referred to as "Lessee".

I. RECITALS AND REPRESENTATIONS:

A. Lessor holds record title to certain unimproved real estate which is legally described as:

A part of Lots 7 and 8 in Block 9 in the Original Town of Lincoln, now a part of the City of Lincoln, Logan County, Illinois, described as follows, to wit: Commencing at the Northwest corner of said Lot 8 and running thence Southwestwardly parallel with Kickapoo Street 107 and 1-5/7 inches, thence Southeasterly parallel with Pekin Street across said Lots 7 and 8, thence Northeastly on the East line of said Lot 7 to the Northeast corner thereof, thence Northwestwardly along the North line of said lots to the place of beginning.

Commonly known as the Miller Building, 120-130 South Kickapoo Street, Lincoln, Logan County, Illinois.

Tax Identification No. 08-210-071-00

B. Lessee desires to lease the Property for the Permitted Use for a period of five (5) years.

C. Lessor covenants that it is lawfully seized of the leased Property, that it has full right and power to make this Lease and Lessor further covenants to keep Lessee in quiet possession of the Property during the continuance of this Lease.

II. AGREEMENTS:

NOW, THEREFORE, the Parties agree as follows:

01.00 Agreement to Lease and Term

01.01 Agreement

Lessor hereby leases the Property to Lessee for the Rent for the Term on the terms and conditions contained in this Agreement, and Lessee hereby takes the Property from Lessor and agrees to occupy the Property only for the Permitted Use.

01.02 Term

The Term shall commence upon \_\_\_\_\_, 20\_\_\_\_, (herein referred to as "Effective Date"), and the first Lease Month shall be the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

02.00 Rent

02.01 Annual Installments

Lessee shall pay the Rent in cash or check to Lessor at such place as Lessor periodically designates in writing, but at its address as set forth herein unless changed in writing, in annual installments of ONE DOLLAR (\$1.00), in the following manner: ONE DOLLAR (\$1.00) upon the execution of this Lease, which shall be for the first "Lease Year", and a like amount on the same day of each year during the Term.

03.00 Taxes, Utilities, and Insurance

03.01 Taxes

Lessee shall pay all Taxes assessed during the Term.

03.02 Utilities

Lessee shall pay all Utilities attributable to the Improvements and Property during the Term, when due.

03.03 Insurance

Lessee shall provide and maintain Insurance on the Property during the Term and any improvements constructed by Lessee, and the Lessee shall provide Insurance and deliver a certificate of the same to Lessor evidencing such Insurance on the Execution Date naming the Lessor as an additional insured. The Insurance shall, to the reasonable extent obtainable, provide for written notice to Lessor and Lessee by the insurance companies, not less than twenty (20) days prior to expiration, cancellation, renewal, or modification of such Insurance.

03.04 Failure to Comply



If Lessee shall fail to comply with this Section 03.00, Lessor may, but need not, perform any act required of the Lessee, without releasing the Lessee from responsibility and without preventing such failure to perform from being a default hereunder. Any amounts paid shall be added to the rent due hereunder.

#### 03.05 Risk of Loss

Lessee agrees that all of Lessee's property in or about the Improvements or Property, including, but not limited to, Lessee's inventory, apparatus, equipment, business records, supplies, materials, and its improvements, as well as any property being kept by Lessee for others, shall be at the risk of Lessee only. Any insurance carried by Lessee on such shall name Lessee as the sole payee of any proceeds due thereunder and shall be retained by Lessee, except to the extent of modifications made to the Improvements or Property, which shall be payable to Lessor.

#### 04.00 Maintenance

##### 04.01 Responsibilities and Representations of Lessee

A. Lessee shall not do or suffer any waste, damage, disfigurement, or injury to any part of the Property. Lessee shall also maintain the premises in a neat and clean condition. Lessee shall, at its expense, maintain and repair any improvements constructed by it. At the end of the Term or sooner termination of this Lease, whether by operation of law, for failure to comply with the provisions hereof or otherwise, Lessee shall deliver up the Property, together with modifications or improvements, in like order, condition, and repair, depreciation caused by the reasonable and considerate use thereof or insured casualty excepted.

B. Lessee represents that it will not dispense petroleum products from the subject real estate and shall, upon the termination hereof, remediate any contamination caused by it to the real estate which is the subject of this Lease, it being the express agreement of Lessee to return the Property to Lessor in the condition the same was as of the date hereof.

C. Lessee shall not manufacture, distribute, sell, or otherwise dispense any alcoholic beverage, beer, or wine from the real estate which is the subject of this Lease.

#### 05.00 Lessee's Improvements and Mechanics' Liens

##### 05.01 Lessee's Improvements

Lessee shall have the right to make changes or alterations

to the Property only with the prior written consent of Lessor, which written consent shall be requested by Lessee with the submission of plans and proposals for changes and alterations; and if such consent is given, then such improvements shall be made such that: (a) no change or alteration shall at any time be made which shall impair the structural soundness or diminish the value of the Improvements or Property; (b) no change or alteration shall be undertaken until Lessee shall have procured and paid for all required municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction; (c) all work done in connection with any change or alteration shall be done in a good and workmanlike manner and in compliance with the building and zoning laws and with all other laws, ordinances, orders, rules, regulations, and requirements of all federal, state, and municipal governments and the appropriate departments, commissions, boards, and officers thereof, and in accordance with the orders, rules, and regulations of the Board of Fire Underwriters or any other body now or hereafter constituted exercising similar functions and the Lessee shall procure certificates of occupancy and other certificates if required by law.

#### 05.02 Lessee's Fixtures

A. All fixtures purchased and installed by Lessee, other than replacement of Lessor's fixtures, shall remain the personal property of Lessee. Within ten (10) days after the end of the Term or sooner Termination of this Lease, whether by operation of law, failure to comply with the provisions hereof, or otherwise, Lessee may remove such fixtures, provided Lessee shall repair any damage caused by such removal, or, with the written consent of Lessor, reimburse Lessor for the cost of such repair.

B. All improvements or alterations authorized by Lessor pursuant to the provisions of the previous section shall become Improvements to the Property and shall remain on the Property as of the date of termination, either by operation of law or by the expiration hereof.

#### 05.03 Mechanic's Liens

Lessee shall not suffer or permit any mechanic's lien to be filed against the Property or any part thereof by reason of work, labor, services, or materials performed or supplied or claimed to have been performed or supplied. If such mechanic's lien shall be filed against the Property, or any part thereof, Lessee shall cause the lien to be discharged of record within thirty (30) days after the date of filing; provided, however, Lessee shall not be required to discharge the lien so long as Lessee shall in good faith and with due diligence contest the same by appropriate legal proceedings which

shall have the effect of preventing the sale or forfeiture of the Property, or any part thereof or interest therein to satisfy the same. If Lessee elects to contest the same, it shall post a surety bond with Lessor guaranteeing payment of the disputed amount. If Lessee shall fail to discharge the lien within such period, or otherwise contest the same, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, discharge the same by paying the amount claimed to be due without inquiry into its validity. The Lessor agrees that it shall not permit any lien, obligation, or encumbrance to be placed against the subject property which would threaten the Lessee's quiet possession of the Premises.

#### 06.00 Condemnation of Property and Compensation Awarded

##### 06.01 Condemnation

If under the power of eminent domain, there shall be a permanent taking of the whole or any portion of the Property so as to materially affect the Permitted Use of the Property, this Lease shall cease as of the date that pursuant thereto title shall be taken by the appropriating authority. In the event of any taking of a portion of the Property which does not materially affect the Permitted Use of the Property, this Lease shall continue in full force and effect and the Rent shall continue unabated.

##### 06.02 Compensation

All compensation awarded for a taking under the power of eminent domain shall be paid to Lessor.

##### 07.00 Inspection

Lessee shall permit Lessor or its designee to enter the Property in the event of an emergency, or at all times during normal working hours, after reasonable notice to Lessee, for the purpose of inspecting the Property, performing its obligations hereunder or performing Lessee's obligations if not performed by it; however, nothing herein shall imply any duty upon Lessor to perform Lessee's responsibilities, nor as a waiver of Lessee's default.

##### 08.00 Condition of Property

Lessor has made no representations of any nature in connection with the condition of the Property. Lessee shall be presumed to have accepted possession of the Property under this Lease on the Effective Date, which shall be conclusive evidence as against the Lessee that Lessee was fully familiar with the physical condition of the Property.

09.00 Assignment and Subletting

Lessee shall not assign or sublet any portion of the Property, nor shall Lessee make any collateral assignment of this Lease and its rights hereunder for the purpose of securing any debt or obligation of Lessee. In the event Lessee makes any assignment or sublets all or any portion of the subject real estate contrary to the provisions of this section, the said Lessee shall be obligated to Lessor, in addition to any and all other obligations as set forth hereunder, in the amount of \$100.00 per day for each and every day which said assignment or subletting contrary to the provisions hereof is allowed to continue. The amounts as in this section set forth shall be in addition to any and all remedies or obligations as set forth in this document and not in limitation of the same.

10.00 Default and Remedies

10.01 Default

A. Upon the occurrence of an Event of Default, Lessor shall give Lessee notice of such Event of Default, and if at the expiration of ten (10) days after the mailing of such notice, Lessee: (a) with respect to an Event of Default which can be cured within such period, has failed to cure the Event of Default; or (b) with respect to an Event of Default which cannot be cured within such period, Lessee has failed to proceed with all due diligence to cure the Event of Default and thereafter to prosecute the curing of such Event of Default with all due diligence (it being intended that in connection with a Default not susceptible of being cured with due diligence within ten (10) days, the time of Lessee within which to cure the same shall be extended, at the option of the Lessor, for such period as may be necessary to complete the same with all due diligence); Lessor shall then be able to declare a default hereunder. In the event Lessee is in default hereunder, then the Lessor shall be able to pursue any and all remedies available to it, at law or in equity. In the event Lessee fails to comply with any of the terms and provisions of this Lease Agreement, and, as a result thereof, the Lessor incurs any costs or expenses with respect thereto, including reasonable Attorney's fees, then, in such event, the Lessee shall be liable to the Lessor for such costs and expenses incurred, including reasonable Attorney's fees incurred by Lessor in enforcing the obligations of the Lessee hereunder. Notwithstanding anything herein contained to the contrary, Lessor shall have the right to terminate this Agreement on ten (10) days written notice without affording Lessee an opportunity to cure any alleged default if substantially the same reason for a default specified in the Notice was also set forth in a prior Notice of default given at any time within the preceding twelve (12) months.

B. In the event Lessor declares a default hereunder as set forth in the preceding paragraph, then the right of Lessee to the possession of the demised premises shall terminate without notice or demand, and the mere retention or possession thereafter by Lessee shall constitute a forcible detainer. If Lessor so elects, but not otherwise, this Lease shall thereupon terminate. On termination of the right of possession of Lessee, whether this Lease be terminated or not, Lessee shall surrender possession of the demised premises immediately and upon those conditions shall grant to Lessor full and free license to re-enter into and upon and in the demised premises or any part thereof to repossess the premises with or without process of law and to expel and remove the Lessee or any other person who may be occupying the premises or any part thereof through Lessee. Lessor may use any force in removing Lessee and any other person as may reasonably be necessary. Any re-entry by Lessor shall be made without waiving or postponing any other right against Lessee. Any re-entry shall be made without prejudice to any rights or remedies, whether by statute or common law that may otherwise be used for recovering arrears in Rent or for breach of any terms or conditions of this Lease. Any re-entry, repossession, expulsion, or removal, whether by direction of Lessor or through legal proceedings for that purpose, shall not terminate this Lease nor release Lessee from any liability for the payment of any rent stipulated to be paid by this Lease or for the performance or fulfillment of any other term or condition provided herein, whether before or after re-entry, repossession, expulsion, or removal by Lessor. In the event of any re-entry by Lessor, Lessor may lease or relet the premises in whole or in part, or the building and improvements thereon, to any tenant or tenants that may be satisfactory to Lessor for any duration or for the best rents, terms, and conditions as Lessor may obtain. The acceptance of any tenant or the making of any Lease by Lessor shall be conclusive of the exercise of proper discretion by Lessor. In the event of a re-entry, Lessor shall use and apply the Rent received by Lessor as follows:

(1) The payment of costs, maintenance, and operation of the demised premises and the buildings and improvements thereon, including a reasonable compensation to Lessor and its agents, attorneys, and employees for services in the management of the demised premises.

(2) Payment of all taxes, assessments, impositions, and other charges or expenses herein agreed to be paid by Lessee.

(3) Payment on account of the stipulated installment of Rent to be paid by Lessee from time to time as Rent accrues, with interest at the rate of ten percent (10%) per annum from the time the Rent becomes due.

Lessee shall pay to Lessor the difference between the Rent required under this Lease and the net amount received by Lessor during the period of re-letting. Lessor shall not be under any obligation to repossess the demised premises during any period wherein Lessee is in default, and the foregoing provisions regarding the repossession and management of the building and the improvements and the disposition of Rents thereof by Lessor are made to operate only in the event Lessor shall elect to repossess the premises.

#### 10.02 Abandonment

If at any time during the Term of this Lease, Lessee abandons the demised premises or any part thereof, or ceases to use the Property for the Permitted Use, Lessor may, at its option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at its discretion, as agent for Lessee, relet the demised premises, or any part hereof, for the whole or any part of the then unexpired Term. If Lessor's right of re-entry is exercised following Abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in such manner as Lessor deems proper and is hereby relieved of any and all liability for doing so.

#### 11.00 Early Termination

##### 11.01 Lessor's Right to Terminate

Notwithstanding anything herein contained to the contrary, Lessor shall be permitted to issue written Notice to the Lessee to terminate the terms and provisions hereof, which Notice to Terminate shall be issued by Lessor to Lessee at least thirty (30) days prior to the effective date of termination. In the event Lessor issues such Notice of Termination, the Lessee shall deliver possession of the Property to the Lessor no later than the date of termination set forth in such Notice. Lessor represents that it will only exercise its right as herein set forth in the event it receives a bonafide proposal for development of the real estate which is the subject of this Lease.

##### 11.02 Lessee's Right to Terminate

Notwithstanding anything herein contained to the contrary, Lessee may issue written Notice to the Lessor to terminate this Lease, prior to the end of the Term, upon issuing a written Notice to the Lessor setting forth the date of termination. Such written Notice shall be issued at least thirty (30) days prior to the effective

date of termination. Upon the date stated in such Notice for termination, Lessee shall remove all of its personal property and return possession of the Property to the Lessor.

#### 12.00 Maintenance of Drainage Systems

Lessee shall not obstruct, interfere with, or otherwise impeded the natural flow of drainage on the Property during the course of making any improvements to the Property. The Lessee shall indemnify, defend, and protect the Lessor from and against any and all claims made as a result of the obstruction, diversion, or blockage of the natural drainage ways and shall defend Lessor with legal counsel of Lessor's choice against any and all such claims as a result of drainage issues or matters created by its use of the Property.

#### 13.00 General Conditions

##### 13.01 Notices

All notices, requests, communications, and demands hereunder shall be in writing and shall be deemed to have been duly given if delivered in person or sent by registered or certified mail, postage prepaid, to:

Lessor: City of Lincoln  
Attn: Mayor Seth Goodman  
City Hall  
700 Broadway St.  
P.O. Box 509  
Lincoln, Illinois 62656

With Copy To: Attorney for the City of Lincoln  
Attn: William B. Bates, Jr.  
306 Clinton Street  
Lincoln, Illinois 62656

Lessee: Logan County Tourism Bureau  
Attn: Cindy Fleshman  
101 N. Chicago Street  
Lincoln, IL 62656

##### 13.02 Waiver of Breach

The waiver by any Party hereto of any breach of this Agreement, whether in a single instance or repeatedly, shall not be construed as a waiver of rights under this Agreement to terminate the same because of similar or additional breaches. Further, such waiver shall not in any manner be construed as a waiver by any other Party to strictly adhere to the terms and conditions of this Agreement nor

as a waiver of any claim for damages or other remedy by reason of any such breach.

#### 13.03 Binding Effect

The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, assigns, executors, administrators, and heirs.

#### 13.04 Execution of Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

#### 13.05 Complete Agreement

This Agreement supersedes any prior agreements and undertakings between the Parties hereto and represents the complete agreement of the Parties. However, this Agreement may be amended from time to time pursuant to the written agreement of all parties.

#### 14.00 Indemnification

Lessee agrees to protect, indemnify, and hold Lessor free and harmless from and against any and all claims, demands, liens, and damages of every kind and nature, including the amounts of any judgments, penalties, interest, Court costs, and legal fees incurred by Lessor in defense of the same, whether arising from an action by a third party or any governmental agent, specifically including any and all claims or demands of every kind and character in connection with or arising out of this Lease or the operation of the Permitted Use by Lessee on the premises which are the subject of this Lease.

#### 15.00 Interpretive Guidelines, Incorporation by Reference, and Choice of Law

##### 15.01 Interpretive Guidelines

The words and phrases set off by quotation marks in the Glossary have the meanings therein indicated. Any word or phrase which appears in this Agreement in parentheses, set off by quotation marks, or capitalized has the meaning denoted by its context. Whenever the words and phrases defined either in the Glossary or elsewhere in this Agreement are intended to have their defined meanings, the first letter of such word or the first letters of all substantive words in such phrase shall be capitalized. When the context permits, a word or phrase used in the singular means the plural and when used in any gender, its meaning also includes all genders. Captions of



Sections are inserted as a matter of convenience only and do not define, limit, or extend the scope or intent of this Agreement or any provision hereof.

#### 15.02 Incorporation by Reference; Schedules

The paragraphs under the heading "I. RECITALS:" and any Schedule referred to in this Agreement are hereby made a part of this Agreement.

#### 15.03 Choice of Law and Venue

The laws of the State of Illinois shall govern the validity, interpretation, and administration of this Agreement. Any dispute that may arise to enforce the terms of this Agreement shall be heard exclusively in the jurisdiction of the Logan County Circuit Court in Lincoln, Illinois.

#### 16.00 Glossary

"Abandonment" means Lessee has failed to maintain and use the Property for a continuous uninterrupted period of two (2) months.

"Effective Date" means the date first listed on page 2 hereof.

"Event of Default" means the breach of the provisions hereof by either party.

"Execution Date" means the date this document is executed by the parties hereto.

"Improvements" means any improvements constructed on the Property by Lessee.

"Initial Term" means the five-year period commencing upon the Effective Date.

"Insurance" means collectively: (a) general public liability insurance against claims for personal injury, death, or property damage occurring upon, in, or about the Property, with limits of: not less than ONE MILLION DOLLARS (\$1,000,000.00) with respect to injury or death to a single person; not less than TWO MILLION DOLLARS (\$2,000,000.00) with respect to any one accident; and not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) with respect to any property damage, issued by such insurance companies as are licensed to do business in the State of Illinois and satisfactory to Lessor; and (b) such insurance as Lessee deems appropriate covering any and all personal property owned by Lessee or any and all personal property lo-

cated on or about the Property.

"Insurance on Improvements" means fire and extended coverage insurance, including earthquake, in an amount equal to the replacement value of any Improvements constructed by Lessee.

"Lease Month" means a calendar month during the Term.

"Lease Year" means a twelve (12) calendar month period.

"Parties" means the Lessor and Lessee.

"Permitted Use" means the construction, maintenance, and use of the real estate as a "welcome park" to the City of Lincoln.

"Property" means the surface of the real estate described in Article I, Paragraph A.

"Rent" means the sum of FIVE DOLLARS (\$5.00) payable as set forth in Section 02.01 hereof.

"Taxes" means, collectively, all real estate taxes, assessments, and charges, and other governmental levies and charges general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind which are assessed or imposed upon the Property or any part thereof, but shall exclude any franchise, corporate, estate, inheritance, succession, capital levy, or transfer tax of Lessor, or any income, profits, or revenue tax, or any other tax, assessment, charge, or levy upon the Rent; however, if at any time during the Term a tax on rents is assessed against Lessor or the Rent as a substitution in whole or in part for taxes assessed by such State or political subdivision on the Property, such tax shall be deemed to be included within the definition of Taxes and shall be payable as provided herein.

"Term" means the period commencing on the Effective Date and ending five (5) years thereafter.

"Utilities" means, collectively, all electricity, gas, heat, water, flush taxes, or sewer charges, garbage removal, and other consumable services supplied the Property.

IN WITNESS WHEREOF, Lessor and Lessee have respectively executed and Lessee has caused this Lease to be executed as of the day and year noted above, on the Execution Date noted below.

Lessor:

Lessee:

CITY OF LINCOLN, ILLINOIS

LOGAN COUNTY TOURISM BUREAU

BY: \_\_\_\_\_  
Its Mayor

BY: \_\_\_\_\_  
Its President

# MEMORANDUM

**TO: Mayor Seth Goodman and Members of the City Council**

**FROM: Wes Woodhall, Building and Safety Official**

**DATE: May 3, 2018**

**RE: Consideration of Request for \$10,000.00 Façade Improvement Grant funds for 614 Broadway St.: TIF-2018-01-Drew**

**Background:**

Jim and Lisa Drew, owners of Sam Sorrento's Ristorante are currently remodeling 614 Broadway St., formerly MKS Jewelry, in anticipation of moving their restaurant to this location. Mr. and Mrs. Drew have applied for a \$10,000.00 TIF Façade Grant to help offset costs related to the replacement/improvement and beautification of the current store façade. This project has previously been approved for a Certificate of Appropriateness by the Historical Preservation Commission.

**Discussion/Committee Action:**

TIF Committee Meeting: May 2<sup>nd</sup>, 2018

Attendance: Rick Zimmer – Zoning Board of appeals, David Klug – Planning Commission, Wes Woodhall-Building and Safety Official.

After review of the application the TIF Committee felt that this project fit into the guidelines as set forth for a request of funds. The remodel of this location with a new historically themed front façade will help to beautify the downtown area as well as increase patronage and revenue. After a review of the application information the committee voted unanimously to recommend approval of this request.

**COW Recommendation:**

Place applicant request on Regular City Council Agenda for May 21st.

**Fiscal Impact:**

\$10,000.00 Expenditure from FY 2018/2019 budget line item 65-0000-8475

**Council Recommendation:**

Accept TIF Committee approval recommendation for TIF-2018-01-Drew.

**Attachments:**

Property Owner TIF Façade Application Packet  
TIF Committee Meeting Minutes



# CITY OF LINCOLN, ILLINOIS

700 Broadway St., P.O. Box 509, Lincoln, IL 62656

## TIF District Facade Rehabilitation Incentive Application

Applications must be reviewed and approved before the project begins. Work completed prior to Staff Review is ineligible, unless specifically amended by the Council. If there is a significant change in the scope of the project after the application has been approved; the applicant must re-apply with the scope of the new project.

Please submit application to:

John Lebegue  
Building & Zoning Officer  
City of Lincoln  
700 Broadway Street  
Lincoln, Illinois 62656  
217-732-6318

Applicant Name: Jim & Lisa Drew Business Name: Sorrento's Pizzeria  
Applicant Mailing Address: 604 Broadway, Suite 2  
Applicant Phone Number 737-6951 Fax \_\_\_\_\_ Email ljaat2000@yahoo.com  
Federal Employer Identification Number (FEIN) 37-1384269

Type of Business Entity:

Individual  Corporation  Partnership  Combination  
I am Applying for a \$ \_\_\_\_\_  Loan  Grant  Combination  
\$ \_\_\_\_\_ Grant \$ \_\_\_\_\_ Loan

Project Category:

New Business Construction   
Business Relocation/Expansion/Rehabilitation   
Facade Restoration Grant or Loan   
Emergency Structural Repairs   
ADA, Life Safety, Building Code, and Electrical Rehabilitation

Building Name: Formerly MKS

Building Address: 614 Broadway

How is the title held to the property?

Individual  Corporation  Land Trust  
 Partnership  Limited Liability Company  Other \_\_\_\_\_

1) Name(s) of property owner(s): Jim and Lisa Drew

(All beneficial owners of a Land Trust, members of a Limited Liability Company and Partners in a partnership must be listed.)

Owner(s) phone: (217) 737-6951, (217) 737-7391 (Lisa)

If the grantee is not the same as the owner, explain: \_\_\_\_\_

2) Building Data:

	TOTAL	ADDRESSED BY PROJECT
Site square footage:	_____	_____
Building square footage:	_____	_____
Number of floors in building:	_____	_____
Approximate year constructed:	_____	_____
Real Estate Taxes Paid:	_____	_____

3) Current Use:

under construction

\_\_\_\_\_

\_\_\_\_\_

4) General Project Description and /or Proposed Use:

Renovation of facade including new door and windows to enhance and maintain original appearance and construction of building.

\_\_\_\_\_

5) Is the proposed use permitted under the current zoning classification applicable to the Property? If not, will a zoning change or special use permit be required?

Yes

\_\_\_\_\_

\_\_\_\_\_

6) Identify the proposed tenants of the project. Indicate whether leases have been negotiated and provide the status of any such negotiations.

Proposed tenant is Sorrento's Pizzeria

\_\_\_\_\_

7) Who will own the developed property?

Jim and Lisa Drew

8) Provide a brief description of public benefit to the City resulting from the development of the proposed project including improvements to any public infrastructure and economic quality of life issues for the downtown area.

The proposed project will help to enhance the downtown area by promoting the original look of the building and creating a pleasing property in which to house Sorrento's. The dimensions of the property will allow more customer seating and create more employment opportunities.

9) Discuss how the proposed project addresses the objectives and project activities set forth in the City of Lincoln Central Business TIF Redevelopment Plan including an explanation as to how the project will eliminate or mitigate blighting conditions in the downtown area.

10) Describe how the proposed project will stabilize the surrounding area and promote additional development in adjacent areas.

Sorrento's has been a part of Lincoln for nearly 50 years. The establishment of this well-known business in a new location will help enhance other businesses in the area, encouraging the possible addition of other new businesses.

11) Provide an estimate of the total number of jobs to be created or retained by the proposed project, including salary ranges.

a. Present number of employees: Full time \_\_\_\_\_ Part time 15

b. Anticipated number of employees: Full time \_\_\_\_\_ Part time 20

c. List job classifications, salary ranges, and number of hours each job classification is expected to work:

Server - 20 hrs per week - \$7.00 per hour plus tips  
Driver - 20<sup>+</sup> hrs per week - \$7.00 per hour plus tips  
Cooks - \$8.25 - 12.00 per hour - 20<sup>+</sup> hours per week

12) If the proposed project includes commercial uses, explain how the project will encourage the inflow of customers from outside the city's downtown area or which will provide retail or other commercial services currently unavailable or in limited supply in the downtown area.

Proposed project will provide additional customer seating for our business and the facade renovation will enhance the appearance of this historical building - thus enhancing the downtown area while providing a place for citizens and visitors to Lincoln to dine

13) Project Financing:

a. Description of construction/renovation cost estimate for project:

i. Applicable to project:  Yes  No

ii. Item Description: Front door Costs: \_\_\_\_\_

Item Description: Side windows Costs: \_\_\_\_\_

Item Description: labor Costs: \_\_\_\_\_

b. Description of machinery/Equipment Acquisition for project (for info only)



i. Applicable to project:  Yes  No

ii. Item Description: \_\_\_\_\_ Costs: \_\_\_\_\_

Item Description: \_\_\_\_\_ Costs: \_\_\_\_\_

Item Description: \_\_\_\_\_ Costs: \_\_\_\_\_

c. Description of furniture/fixture acquisition for project (for info only)

i. Applicable to project:  Yes  No

ii. Item Description: \_\_\_\_\_ Costs: \_\_\_\_\_

Item Description: \_\_\_\_\_ Costs: \_\_\_\_\_

Item Description: \_\_\_\_\_ Costs: \_\_\_\_\_

14. Sources and uses of funds:

	<u>CITY</u> <u>TIF</u>	<u>BANK</u>	<u>OWNER</u> <u>EQUITY</u>	<u>OTHER</u>
Land Acquisition:	\$ _____	\$ _____	\$ _____	\$ _____
Building Acquisition:	\$ _____	\$ _____	\$ <u>X</u> _____	\$ _____
Façade Improvement:	\$ <u>X</u> _____	\$ _____	\$ _____	\$ _____
Building Rehab:	\$ _____	\$ <u>X</u> _____	\$ _____	\$ _____
Equipment/Fixtures:	\$ _____	\$ <u>X</u> _____	\$ _____	\$ _____
Furnishings:	\$ _____	\$ <u>X</u> _____	\$ _____	\$ _____
Emergency Repairs:	\$ _____	\$ <u>X</u> _____	\$ _____	\$ _____
ADA/Life Safety:	\$ _____	\$ _____	\$ _____	\$ _____
Building Code/Elec.:	\$ _____	\$ <u>X</u> _____	\$ _____	\$ _____
<b>TOTAL</b>	\$ _____	\$ _____	\$ _____	\$ _____

15. Provide narrative explaining why the project is not feasible and could not be carried out without TIF Funding assistance. Because of planned expenses to interior of building as required per regulations for restaurants, this expense would not be possible without the TIF assistance

16. Provide evidence that the applicant possesses the financial ability to complete and operate the proposed project.

a. Identify sources, amounts and status of all debt financing and/or equity funding available to complete the project. OWNER - State Bank -

b. Has the applicant explored alternative financing methods for the proposed project before applying for the use of City Funds?  Yes  No

If you checked Yes : Enterprise Zone \_\_\_\_\_  
Historic Preservation Tax Credits \_\_\_\_\_

c. Provide an estimate of the incremental property taxes and any new retail sales tax the proposed project may be expected to generate. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


17. Collateral Description

List the following for collateral that will be offered for security for the City funds:

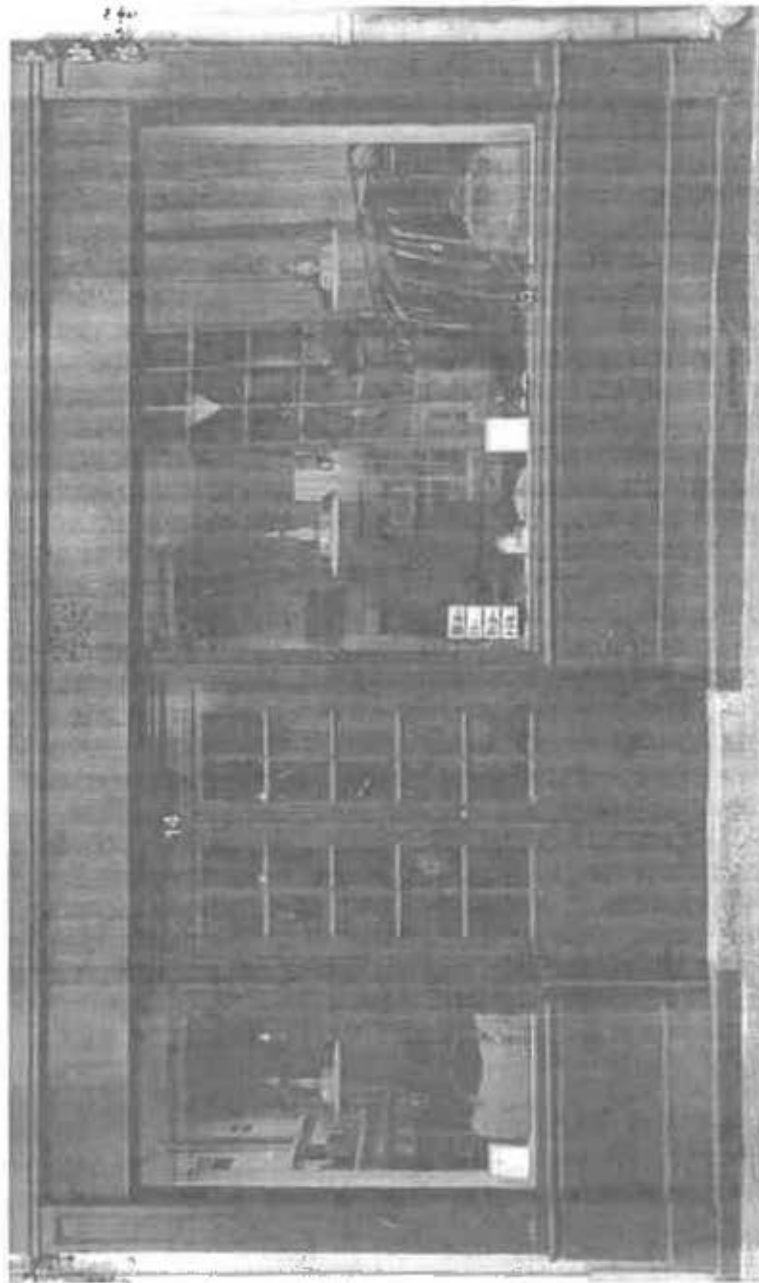
Name	Value
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

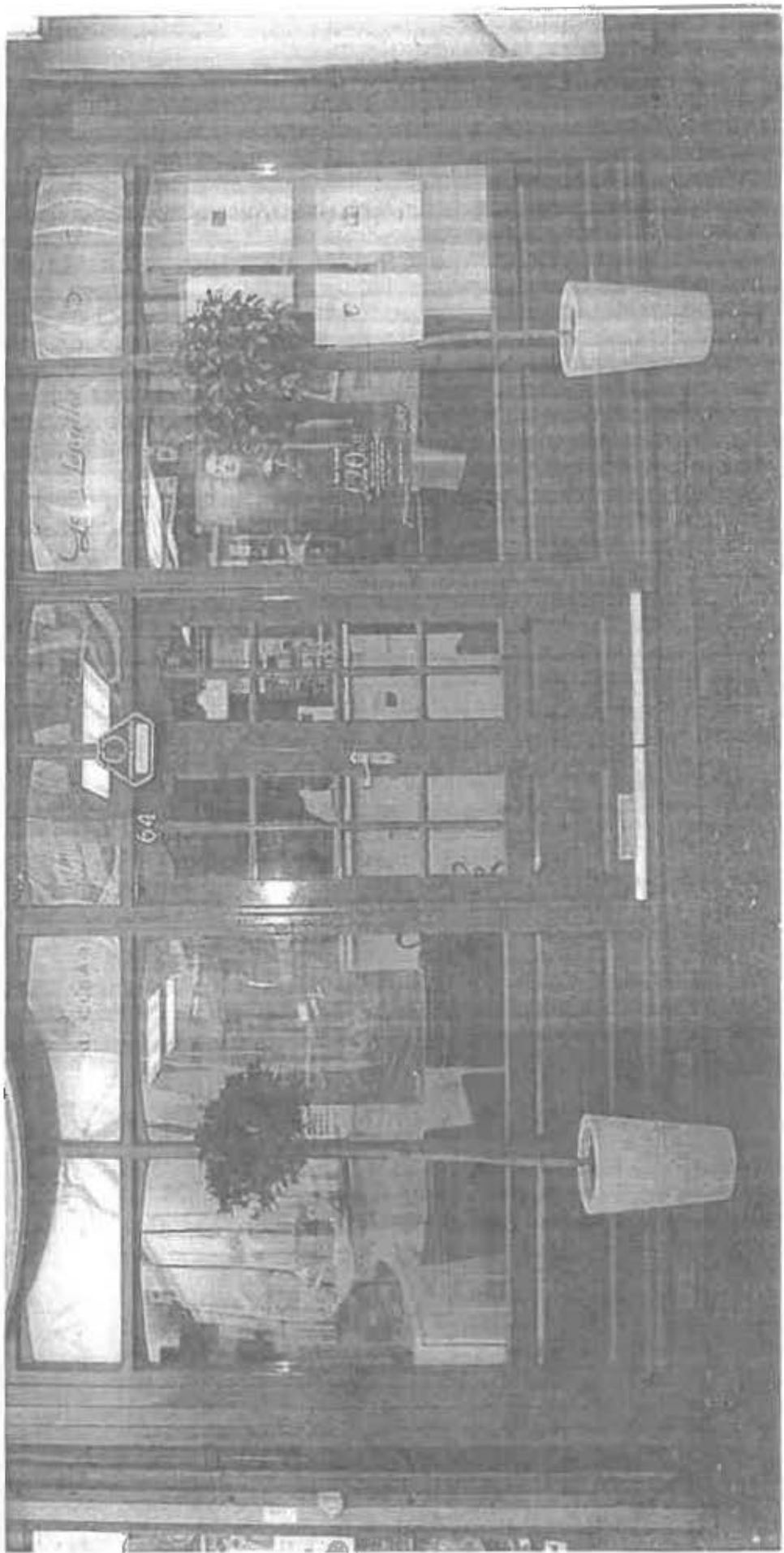
The undersigned has applied for the grant or loan described in this application and the proceeds of said grant/loan will be used in connection with the project described herein. The applicant agrees to abide by all City of Lincoln Central Business TIF Redevelopment and/or Façade Rehabilitation Incentive Program Guidelines. The Applicant agrees to furnish information listed as application attachments and any additional information to the City as needed to review and consider this request.

By execution of this application, Applicant acknowledges and consents for the City to conduct any and all credit history checks it deems necessary and appropriate.

 Applicant's Signature	owner Title	3/7/18 Date
(Applicant- do not write below this line)		

Date Application Received 3-9-18 Staff Signature *[Handwritten Signature]*  
Notes:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





## ***McShane Construction***

1490 Nicholson Road  
Lincoln, IL 62656

---

Cell Phone 217-737-7814  
Home Phone 217-732-6456

An Estimate to Jim and Lisa Drew  
Job Location: New Sorrento's Restaurant

### **Job Description:**

To do demolition of front façade of building.  
To frame new front façade.  
To complete exterior with materials listed in R.P. Lumber's estimate.  
To finish interior of new façade with materials listed in R.P. Lumber's estimate.

Labor – \$5,900.00

Payment schedule – half to start and balance upon completion.

Thank you for considering McShane Construction

Jim McShane



Lincoln  
 R.P. Lumber Company, Inc.  
 530 Woodlawn Road  
 Lincoln, IL 62656  
 217-732-7200  
 Fax: 217-732-7266



**QUOTE**

1803-267591

PAGE 1 OF 1

SOLD TO
CASH SALES

JOB ADDRESS
SORENTO'S PIZZA NEW STORE FRONT

ACCOUNT	JOB
CASH	0
CREATED ON	03/05/2018
EXPIRES ON	03/15/2018
BRANCH	5700
CUSTOMER PO#	
STATION	LIN7
CASHIER	TIMA
SALESPERSON	
ORDER ENTRY	TIMA
MODIFIED BY	

Item	Description	QTY	Quantity	UM	Price	Per	Amount
288ACQ	2X8X8 MCA TREATED #1 **ABOVE GROUND - ARSENIC FREE	N	2	EA	7.2000	EA	14.40
2610APS	2X8X10 SELECT / APPEARANCE	N	30	EA	7.8000	EA	234.00
48716A	4X8X7/16 OSB	N	18	PC	15.9900	PC	239.85
210101YP	2X10X10 #1 YELLOW PINE	N	3	EA	10.7000	EA	32.10
SOITEM	3/0 S90 OUTSWING SMOOTH FIBERGLASS, 6-8/16	N	2	EA	711.0000	EA	1422.00
SOITEM	4/0X5/0 PICTURE WINDOW	N	2	EA	616.0000	EA	1232.00
SOITEM	ALLOWANCE FOR FYPON/AZEK PANELS AND EXT. TRIMS	N	1	EA	1800.0000	EA	1800.00
SOITEM	ALLOWANCE FOR HARDWARE/NAILS/ MISC.	N	1	EA	800.0000	EA	800.00

Please review carefully! This is an estimate only and not a guarantee that the items listed will finish this project or meet local building codes. Prices are good for 10 days only. Some prices subject to change without notice.	5701 8.25%	Subtotal	5,774.35
		Sales Tax	476.38
		<b>Total</b>	<b>6,250.73</b>

Buyer:

Signature

April 3, 2018

## RA Mechanical

Estimate for Sorrento's Restaurant

1. Demolition of front façade of building
2. New front façade
3. Completion of exterior with materials provided by Sorrento's
4. Completion of interior of new façade

Labor-----\$6,400.00

Reggie Payne





CITY OF  
LINCOLN, ILLINOIS

CODE ENFORCEMENT OFFICE

Lincoln Municipal Services Building  
313 Limit St. Lincoln, IL 62656  
(217)732-6318

May 3, 2018

RE: TIF 2018-01-Drew, Meeting Minutes

Meeting: May 2nd, 2018 @ 5:00 p.m. Municipal Services Building

Attendees: Rick Zimmer – Zoning Board of Appeals Chairman

David Klug – Planning Commission Chairman

Wes Woodhall – City of Lincoln Building and Safety Officer

Meeting called to order at 5:07 p.m.

Roll Call: Present – Rick Zimmer, David Klug, Wes Woodhall

Absent – Kay Dobson

Wes Woodhall read through the application and meeting packet explaining the request from the applicants Jim and Lisa Drew to acquire \$10,000.00 in funds from the city in the form of a TIF Façade Grant. Mr. and Mrs. Drew are currently remodeling the former MKS Jewelry store at 614 Broadway for the anticipated move of Sorrento's restaurant to this location.

The committee recognized that this application is precisely the type of work the grant opportunity was created for and all agreed it was truly in the "spirit" of its intentions. It will beautify an already established property on the downtown square. The façade work to be done was previously granted a Certificate of Appropriateness from the Historical Preservation Commission.

David Klug made the motion to approve the request, Rick Zimmer seconded the motion.

There were 3 ayes: Rick Zimmer, David Klug and Wes Woodhall.

There were 0 nays

Rick Zimmer made the motion to adjourn the meeting, David Klug seconded the motion.

All in favor: 3 ayes, 0 nays

Meeting adjourned at 5:11

:created and submitted by Wes Woodhall, City of Lincoln 5/3/2018