

CITY OF LINCOLN
REGULAR COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 11, 2018
CITY HALL COUNCIL CHAMBERS
7:00 PM

1. **Call to Order**
2. **Pledge of Allegiance to the Flag**
3. **Moment of Silence to Remember 911**
4. **Public Participation-Anita Bradshaw to Speak on Vehicle Towing Fees, Especially for Ron's Towing.**
5. **Discussion Regarding Campus View Drive Annexation into the City.**
6. **Discussion Regarding the Sewerage Treatment Plant Manager Shawn Wright's Need to Purchase Equipment Items Totaling \$19,400.00.**
7. **Introduction by Alderman D. Dalpoas RE: His Chairing the Strategic Plan for Lincoln, IL.**
8. **Ordinance Clarifying the Waste Collection Rules and Regulations.**
8. **Further discussion regarding Ardagh Group's (the Bottle Factory) to have the City create two cross-walks with a blinking red light with a sign at both crossings on Logan Street, from the factory to the parking lot across the street.**
9. **Discussion of a Request to Place on the September 17, 2018's Council Meeting Agenda to Approve the Demolition and to Approve a Bid to Demolish the Garage at the Rear of 1017 Tremont Street Using Budgeted Funds for the Fast Track Demolition.**
10. **Discussion and Approval to Place on September 17, 2018's, Council Meeting Agenda To Approve the Hiring of One Firefighter to Replace the Vacancy Created by an Injured Firefighter Who Terminated Employment With the City of Lincoln.**
11. **Further Discussion of Request by City of Lincoln Liquor Commission to expand/ add three more Class B-Tavern licenses for video gaming to its allowable number, to now equal 15 total. The City has 12 licenses allowed at the present time and 11 are solidly filled to date with one very solid inquiry and one speculative inquiry. Also to cap the total number of allowed video gaming machines within the city to 120. We now have 113.**
12. **Announcements:**
13. **Possible Executive Session**
14. **Adjournment**
15. **Upcoming Meetings**

City Council Meeting: Monday, September 17, 2018

Committee of the Whole (COW) Meeting: Tuesday, September 25, 2018

ORDINANCE NO. _____

ORDINANCE CLARIFYING THE WASTE COLLECTION RULES AND REGULATIONS

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

WHEREAS, the City Council of the City of Lincoln has recently the rules and regulations with respect to waste hauling within the City of Lincoln, Illinois; and,

WHEREAS, the City Council of the City of Lincoln, through the codification of the revisions to the Code, has determined that the rules with respect to the storage of garbage containers in the front yard are conflicting and necessitate the revision of certain sections of the Lincoln City Code; and,

WHEREAS, the City Council believes it is in the best interest of the citizens of Lincoln, Logan County, Illinois, that section 7-13-8, as further outlined below, be clarified to make other sections of the City Code consistent with the recent revisions with respect to waste hauling within the City of Lincoln, Illinois.

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

1. That Title 7, Chapter 13, Section 8 is hereby deleted and the following is inserted in place thereof:

"7-13-8: FRONT YARD STORAGE PROHIBITED

It shall be unlawful to store any garbage or refuse in the front yard of any residence located in the city; provided that this section

shall not be construed to prohibit placing garbage or refuse in a container preparatory to having such material collected in the front yard.

Any person violating the provisions of this section shall be fined not less than seventy five dollars (\$75.00) nor more than five hundred dollars (\$500.00) and for any subsequent violation within one year, the mandatory minimum fine shall be one hundred fifty dollars (\$150.00) for each offense; and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues. The fact that garbage or refuse remains on any occupant's premises in the city in violation of this section shall be prima facie evidence that the occupant of such premises is responsible for the violation hereof."

2. That should any clause, sentence, or paragraph of the above-noted Ordinance be declared invalid by any Court of competent jurisdiction, such invalidity shall not affect any other portion of said Ordinance.

3. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

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

Alderman Parrott	_____	Alderman Keller	_____
Alderwoman Bauer	_____	Alderman Welch	_____
Alderman Hoinacki	_____	Alderwoman Brown	_____
Alderman Fleshman	_____	Alderman Dalpoas	_____

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 Seth Goodman and Members of the City Council

FROM: Wes Woodhall, Building and Safety Official

DATE: September 11, 2018

RE: Fast Track Demolition of Garage @ 1017 Tremont St.

Background: The 1st structure the Building and Safety Department intends on demolishing this year is a garage to the rear of the property at 1017 Tremont St. This garage shares a party wall with a neighboring property. The garage is actively collapsing and is in danger of taking the adjoining structure with it, the roof is almost completely collapsed, the structure is beyond repair. Notices to the owners of record with regard to the condition of the structure have gone unanswered and issues unresolved. The City of Lincoln has been mowing the property and is owed \$527.45 for such services. A dilapidated structure such as this garage poses a danger to the neighboring properties and is the type of dangerous building that should be addressed by the fast track demolition process.

Analysis/Discussion: The Building and Safety Department reached out to four local contractors and received one bid in return:

Fitzpatrick Construction Inc.: \$3,360.00

Given that the estimate from Fitzpatrick Construction Inc. was the lone bid and an agreeable amount, the Building and Safety Department would like to proceed with the demolition of this dangerous structure using this contractor. All title work, required mailings and postings have been completed. Demolition may proceed on October 1, 2018. Due to the nature of the shared party wall of this structure the City Attorney drafted a Hold Harmless Agreement that was signed by the neighboring property owner.

COW Recommendation: Place on Council agenda for approval of using budgeted funds for the fast track demolition of the garage at the rear of 1017 Tremont St.

Fiscal Impact: Money has been included in the FY 2018/2019 budget for this demolition, line item 02-0224-8599. Hauling and disposal fees are included in the above bid.

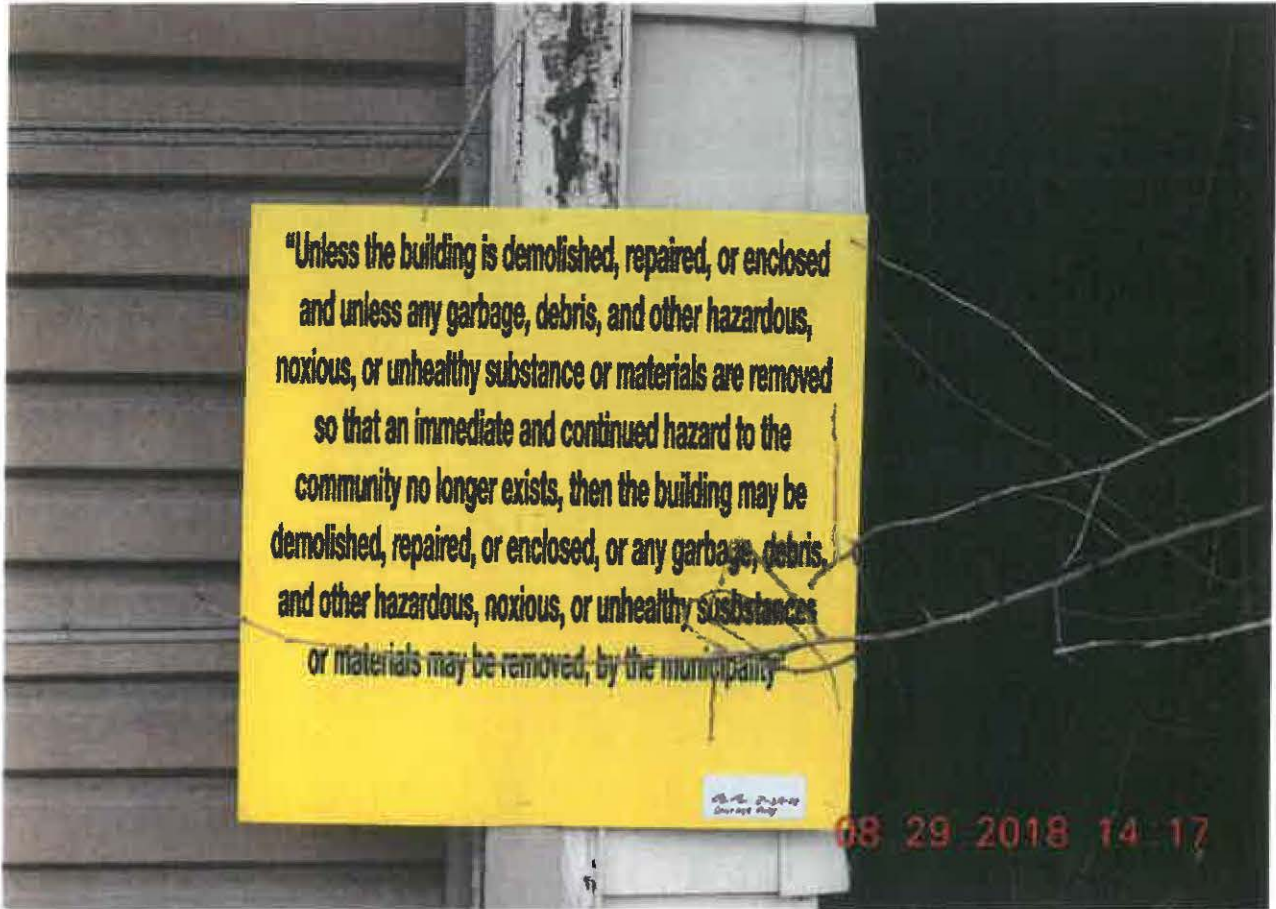
Council Recommendation: Approve bid from Fitzpatrick Construction Inc. for the demolition and removal of the garage at 1017 Tremont St.



1017 Tremont



1017 Tremont



"Unless the building is demolished, repaired, or enclosed and unless any garbage, debris, and other hazardous, noxious, or unhealthy substance or materials are removed so that an immediate and continued hazard to the community no longer exists, then the building may be demolished, repaired, or enclosed, or any garbage, debris, and other hazardous, noxious, or unhealthy substances or materials may be removed, by the municipality"

Small white label with illegible text

08 29 2018 14 17



08 29 2018 14:14

1017 Tremont

FITZPATRICK CONSTRUCTION, INC.

KURT FITZPATRICK, PRESIDENT

2 ILLINI DRIVE • LINCOLN, IL 62656

OFFICE: 217-651-8660 MOBILE: 217-737-6568

FAX: 217-651-8639 EMAIL: KURTFITZPATRICK94@COMCAST.NET



ESTIMATE

July 31, 2018

City of Lincoln
Code Enforcement Office
ATTN: Wes Woodhall
Lincoln, IL

wwoodhall@lincolnil.gov

We hereby submit the following estimate(s):

Estimate to cut loose and demo garage @ 1017 Tremont St. in Lincoln.
This includes structure only, not concrete.

Labor & Materials \$ 3,360.00

We propose hereby to furnish materials and labor only – complete and in accordance with the above specifications for the sum of \$ 3,360.00

By signing this estimate, you, the customer, are signing a binding contractual agreement to have Fitzpatrick Construction furnish the labor and/or materials for this project. All materials are guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs, will be executed only upon receipt of a Change Order signed by the homeowner / customer, and will become an extra charge over and above the estimate. All agreements are contingent upon delays beyond our control. Invoices are due within 10 days of the invoice date and are subject to finance charges (18% Annual/minimum of \$.50) if not paid within that time. Purchaser agrees to pay all costs of collection, including attorney's fees and court costs if needed. This proposal may be withdrawn by us if not accepted by the above due date. Estimate good for 30 days. If estimate is accepted, invoicing will be done on an Interim basis for large jobs or at the completion of the job for smaller jobs.

Acceptance Signature: _____ Date: _____

HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT is made and entered into as of the 14th day of August, 2018, by and between the CITY OF LINCOLN, an Illinois municipal corporation (hereinafter referred to as "LINCOLN"), and DEBBIE HASELEY (hereinafter referred to as "UNDERSIGNED"),

WITNESSETH:

WHEREAS, LINCOLN is a municipal corporation located in Logan County, Illinois; and,

WHEREAS, LINCOLN subject to the laws of the State of Illinois; and,

WHEREAS, LINCOLN has determined that a structure inside the City limits located at 1017 Tremont Street, Lincoln, Illinois (hereinafter referred to as "1017 Tremont") is open, vacant, and an immediate and continuing hazard to the community; and,

WHEREAS, the UNDERSIGNED owns real property located inside the City limits which is commonly known as 1013 Tremont Street, Lincoln, Illinois (hereinafter referred to as "1013 Tremont"); and,

WHEREAS, the open, vacant, and hazardous structure sitting on 1017 Tremont shares a party wall with a structure sitting on 1013 Tremont; and,

WHEREAS, LINCOLN intends to commence the demolition of the structure located at 1017 Tremont pursuant to 65 ILCS 5/11-31-1; and,

WHEREAS, LINCOLN will take all reasonable steps necessary to preserve the structure located at 1013 Tremont; and,

WHEREAS, in consideration of demolishing the open, vacant, and hazardous structure located at 1017 Tremont which adjoins the UNDERSIGNED's property, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, UNDERSIGNED has offered to indemnify LINCOLN and hold LINCOLN harmless from any and all liability that may arise from the demolition of the open, vacant, and hazardous structure located at 1017 Tremont; and,

WHEREAS, the UNDERSIGNED hereby acknowledges and agrees that the demolition of a structure sharing a party wall is potentially dangerous and the UNDERSIGNED assumes the risk of LINCOLN's removal of the structure located at 1017 Tremont, **including, but not limited to, any and all injuries, damages, or illnesses suffered by UNDERSIGNED or UNDERSIGNED's property.**

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

1. All of the recitals, as hereinabove set forth, are incorporated herein as the agreement of the parties as if appearing verbatim.

2. UNDERSIGNED agrees to indemnify LINCOLN against any loss that may result from the aforesaid demolition of the open, vacant, and hazardous structure located at 1017 Tremont by LINCOLN, and UNDERSIGNED hereby indemnifies and agrees to hold LINCOLN harmless from all liability, loss, or damage of any nature, including attorneys' fees and expenses incurred in defending itself or in enforcing this agreement, either now or in the future, and against

loss that may result from said demolition of the open, vacant, and hazardous structure located at 1017 Tremont.

3. The UNDERSIGNED and LINCOLN shall take any and all steps necessary or required to fulfill their respective obligations pursuant to the terms of this Agreement.


4. Should any clause, sentence, paragraph, or part of this Agreement be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Agreement as a whole or any part thereof other than the part so declared to be invalid.

5. This Agreement shall be binding on the parties and equally binding on any executors, personal representatives, administrators, assignees, heirs and assigns of the parties.

Dated as of the date and year first above written.

CITY OF LINCOLN, ILLINOIS

BY: _____
Seth Goodman
Its Mayor



Debbie Haseley

SETH A. GOODMAN
MAYOR

ELIZABETH KAVELMAN
CITY ADMINISTRATOR

PEGGY S. BATEMAN
CITY CLERK

CHARLES N. CONZO
CITY TREASURER

WILLIAM B. BATES, JR.
CITY ATTORNEY



CITY OF LINCOLN, ILLINOIS

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

Named for and Christened by Abraham Lincoln, 1853—Incorporated February 16, 1865
CITY COUNCIL MEETS FIRST AND THIRD MONDAY NIGHTS EACH MONTH

CITY OF LINCOLN, IL LIQUOR COMMISSION

Elizabeth Kavelman, Chairperson

Mayor Seth Goodman, Member

Mr. Dan Wheat, Member

August 21, 2018

Lincoln City Council
700 Broadway Street
Lincoln, IL 62656

Dear City Council:

We respectfully request to expand/add three (3) more Class B-Tavern licenses for video gaming to its allowable number, to equal a total of 15 licenses.

The City currently has 12 licenses allowed and 11 are solidly filled to date with one very solid inquiry and recently one speculative inquiry received this week.

These licenses require a separate address along with a separate entrance to the video gaming area and to be monitored for illegal playing, per the Lincoln, IL Liquor Commission's policy of 2015.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth Kavelman".

Elizabeth Kavelman
Mayor Seth Goodman
Mr. Dan Wheat

CITY COUNCIL

FIRST WARD
STEVE PARROTT
TRACY WELCH

SECOND WARD
MICHELLE BAUER
RON FLESHMAN

THIRD WARD
HEIDI BROWE
RON KELLER

FOURTH WARD
JEFF HOINACKI
DAYNE DALPOAS