

CITY OF LINCOLN
REGULAR CITY COUNCIL MEETING
AGENDA
APRIL 15, 2019
CITY HALL COUNCIL CHAMBERS
7:00 pm

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Public Participation**
5. **Executive Session C21**
6. **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 March 26, 2019 Committee Of The Whole Meeting, April 1, 2019 Regular City Council Meeting, April 1, 2019 Budget Workshop
7. **Bids**
 - A. Approval of the purchase of a Ford 250 pickup truck for the Sewer Department in an amount not to exceed \$29,911.00, including attachments, from Landmark Ford
 - B. Approval of the award of contract for the mowing of nuisance properties in the City Of Lincoln to Eugene Mehan Lawn Services
 - C. Approval of bid for the replacement of the Jefferson Street Bridge from Kenney Contractors of Raymond, Ill. In an amount not to exceed \$414,932.00
8. **Reports**
 - A. City Treasurer Report for March, 2019
 - B. City Clerks Report for March, 2019
 - C. Department Head Reports for March, 2019
9. **New Business/Communications**
 - A. Approval of Lease Agreement for the Lincoln Depot between the Logan County Tourism Bureau and the City of Lincoln
 - B. Approval of sponsorship of the 2019 National Railsplitting Festival in the Amount of \$1,500.00
 - C. Approval of Mayoral Proclamation of the Arbor Day Celebration in the City Of Lincoln on Friday, April 26, 2019
 - D. Approval of the dedication of Beck Drive to the City of Lincoln, contingent upon the satisfactory completion of the necessary removal and replacement of specified portions of the roadway
 - E. Approval of the promotion of Asst. Fire Chief Robert Dunovsky to Fire Chief, effective May 6, 2019
 - F. Approval of the promotion of Capt. Ty Johnson to Asst. Chief, effective May 6, 2019
 - G. Approval of the promotion of Lieutenant Todd Koehler to Captain, effective May 6, 2019
 - H. Approval of the promotion of Firefighter Andy Dexter to Lieutenant effective May 6, 2019
 - I. Approval of the hiring of a new Firefighter, effective May 6, 2019
10. **Ordinance and Resolution**
 - A. Resolution establishing an annual salary of \$75,793.50 per year for Fire Chief Robert Dunovsky effective May 6, 2019
 - B. Resolution Approving the Content of Certain Executive Session Meeting Minutes of the City Council of the City of Lincoln
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@lincolnil.gov no later than 48 hours prior to the meeting time.

COMMITTEE OF THE WHOLE MEETING

Lincoln City Hall, Council Chambers
700 Broadway Street | Lincoln, Illinois

Tuesday, March 26, 2019

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 Tracy Welch
Alderman Ron Fleshman
Alderwoman Michelle Bauer
Alderman Ron Keller
Alderman Jeff Hoinacki
Alderman Dayne Dalpoas

Staff Present:

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

Absent:

Veolia Water, Shawn Wright
Alderman Steve Parrott
Alderwoman Heidi Browne

Presiding:

Mayor Seth Goodman

Public Comment:

Mayor Goodman called upon citizens registered to speak. Mr. and Mrs. Eldon and Martha Lessen came forward to discuss the sewer main repair on Pekin Street. The couple mentioned they were in the council chambers on Feb. 19. He said there was an email that was being circulated and he wanted the City Attorney, Mr. John Hoblit to read the email. Mr. Lessen wanted to know if he was free to read the email to everyone.

Alderman Welch wanted to see if the Lessen's could start by addressing what they allege the inaccuracies to be. Mrs. Martha Lessen said the city is drawing the line and leaving no responsibility for the city, and what responsibility will the city take.

Mr. Lessen asked if they wanted to stick with the sewer or the alleged inaccuracies of the email. Mrs. Martha Lessen said there is no way to inspect the quality of the sewer main under the street. She said the problem of the city, she said failing sewer lines is the city's problem. She said the line in the email that says . . . the email says something along the lines of the city will face this issue again. She said problems cannot just be ignored forcing the homeowners to pay 100 percent of the repairs. Mrs. Lessen said it has been very hard to set up any kind of meeting. They are concerned with the sewer line as well as a lack of communication. She said the email was very degrading and not accurate. She said it kind of stinks that it has been circulated.

Alderman Welch said he did not have any questions, but he did see a need to facilitate a meeting. They said they had been trying to have a meeting for five months. Mr. Welch said he did think the aldermen in their ward needed to be set. He did not want any miscommunication to go on. Mr. Shawn Wright was not present for tonight's meeting.

City Administrator Elizabeth Kavelman weighed in, about a potential meeting. Alderman Dalpoas said there was a meeting and then it was cancelled and Alderwoman Browne and Alderman Dalpoas did not move forward with meeting with the Lessens. Alderman Dalpoas volunteered to meet with Alderman Welch to meet with the Lessens, and that they could also meet with Mr. Shawn Wright.

Mr. Lessen asked what office hours Mr. Shawn Wright holds at the plant. The Lessen's claim that he is inaccessible and they have not been able to hold a meeting with him yet. Alderman Welch said they would set something up by the end of the week. Mr. Lessen said they are on the agenda for next week. Administrator Kavelman asked if they had received any contact from Alderwoman Browne, they said she had not been in contact with them. There being no further public participation, Mayor Goodman moved down to other agenda items.

Request to Permit: The Lincoln Community High School 30th Annual Grand March Saturday, May 4, 2019 beginning at approximately 3:30 p.m. Streets to be blocked from Broadway to McLean Streets:

There being no discussion, the item will be placed on the consent agenda.

Request to Permit: Open Arms Christian Fellowship annual Family Fun Day at Scully Park Saturday, June 22, 2019 9 a.m. to 5 p.m. Request to block Kickapoo St. to McLean St. down Clinton, addition to a 5K:

Alderman Welch asked what street it was, City Clerk Peggy Bateman stepped in to clarify, it would be the north side of the park. There being no further discussion, the item will be placed on the consent agenda.

Proposal from George Alarm Company, Inc. to provide an alarm system (Panic Button) at The Lincoln Depot which is occupied by The Logan County Tourism Bureau:

Alderman Welch said he could speak to it, saying the Lincoln Depot has had a number of incidents, where travelers have come in and have been loud and boisterous, it has scared and concerned the workers for their safety. The ask is that the city takes the proposal that is in the packet and then install the alarm system at The Lincoln Depot. It would provide an alarm system. Police Chief Paul Adams' team would respond as needed. The ask is that if the city will install the alarm system as an amenity to the property, then the Logan County Tourism Bureau would cover the monthly fee to utilize the services.

Alderman Keller asked what the city's portion would be, it would be \$1,200 or so for the installation. Treasurer Conzo suggested covering the costs out of The Hotel/Motel Tax. It would be hooked up as if it were a home security system. Fire Chief Mark Miller weighed in. Alderman Keller asked who would be responsible for maintenance on the hardware etc. Alderman Welch said he thought the other additional monitoring was a part of the setup. There being no further discussion, the item will be placed on the agenda.

Ordinance authorizing Mayor Seth Goodman to have authority to submit a loan application regarding an Illinois Water Pollution Control Plan:

Mayor Seth Goodman said the name on the ordinance just might need to change in two years. There being no further discussion, the item will be placed on the agenda.

Draft agreement for consideration for extension to the Intergovernmental Agreement between the City of Lincoln, Logan County and the Township for improvements to Fifth Street Road:

City Administrator Kavelman just wanted to share that two things have changed within the agreement. There being no further discussion, the item will be placed on the agenda.

Renewal Premiums for Dental, Life/Accidental Death & Dismemberment and Personal Loss effective May 1, 2019:

There being no further discussion, the item will be placed on the agenda.

Departmental Budget Discussion by Fund:

Treasurer Chuck Conzo mentioned updates to the document after talking with Crawford, Murphy & Tilly (CMT). He said the revisions replace the copy and numbers from the March 25, 2019 document. He then moved onto increased sewer rates, that does not include the penalty, they've been running around \$10,000 a month, they could be higher.

He also talked about proceeds from Farm Lease/Crop Proceeds. He also delved into Loan Proceeds. Proceeds are based on the amount of work that is done. Proceeds typically come within 30 days. Paying the loan up front could make the fund short.

He talked about the Contract Operation at the Sewer Plant. He then touched on the Sewer Collection System and the amount the city would get in loan proceeds. This is the first of four

years for the plan and according to the treasurer—by far the most expensive. Loan repayment will not begin until the 2020-2021 Fiscal Year. It is a long-term control plan.

Alderman Bauer wanted to know what the increase in the supplies/office line was about. He said it's due to changing from a quarterly to monthly billing cycle. Any revisions made from here on out will reflect an asterisk as well as share the date on which the change was made.

Treasurer Conzo said you will want to go back and talk about certain items, he said there will need to be another budget workshop meeting. He recommended having it on Monday following the regular meeting. He said the next budget workshop meeting should not be nearly as long. This date would be Monday, April 1. Then after that, April 9, is the next COW and it could be on that agenda. It will be published in pamphlet form around April 12, or no later. There will be an advertisement in the local paper as well. He continued from there on future dates for the budget conversation and votes.

There being no further discussion, Mayor Goodman moved to announcements.

Announcements:

Mayor Goodman asked if anyone had any announcements.

- Ribbon cutting at Beltone tomorrow, March 27
- The Elks Lodge will have a new restaurant, it will soon be open to the public.
- Streets Superintendent Walt Landers mentioned pushing off the opening of the landfill until April 17, or April 24, depending on the wet conditions at the site
- Fire Chief Mark Miller said the new firetruck will reach town on Thursday, March 28
- City Administrator Kavelman said McDonald's sent information about gender equality

Executive Session | 2(C)(1) and 2(C)(11) – Personnel and Litigation:

There being no further announcements to come before the council, Alderman Keller made the motion to move into Executive Session under 2(C)(1) and 2(C)(11), seconded by Alderman Dalpoas. City Clerk Peggy Bateman was asked to call roll.

Present:

Alderman Tracy Welch
Alderman Ron Fleshman
Alderman Michelle Bauer
Alderman Ron Keller
Alderman Jeff Hoinacki
Alderman Dayne Dalpoas

Yeas: (6) Alderman Tracy Welch, Alderman Ron Fleshman, Alderman Michelle Bauer, Alderman Ron Keller, Alderman Jeff Hoinacki, Alderman Dayne Dalpoas

Nays: (0)

Absent: (2) Alderman Steve Parrott, Alderman Heidi Browne

Mayor Goodman said the council would stand at ease as of 7:40 p.m. in order to enter into executive session, he said he did not believe there would be any future business upon reconvening.

Executive Session | 2(C)(1) and 2(C)(11) – Personnel and Litigation:

The council returned to the Committee of the Whole meeting at 8:03 p.m. City Clerk Bateman called roll.

Present:

Alderman Tracy Welch
Alderman Ron Fleshman
Alderwoman Michelle Bauer
Alderman Ron Keller
Alderman Jeff Hoinacki
Alderman Dayne Dalpoas

Absent:

Alderman Steve Parrott
Alderwoman Heidi Browne

Adjournment:

There being no further discussion to come before the City Council of Lincoln, Alderman Welch motioned to adjourn, seconded by Alderman Keller. Mayor Goodman adjourned the meeting at 8:03 p.m.

Respectfully Submitted By:

Alex Williams, Recording Secretary

BUDGET WORKSHOP

Lincoln City Hall, Council Chambers
700 Broadway Street | Lincoln, Illinois

Monday, April 1, 2019

The Budget Workshop of the City Council of Lincoln was called to order by Mayor Seth Goodman at 7:20 p.m., with proper notice given. Attendance was noted.

Present:

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

Present:

City Administrator Elizabeth Kavelman
Treasurer Chuck Conzo
City Clerk Peggy Bateman
Streets Superintendent Walt Landers
Building and Safety Officer Wes Woodhall
Police Chief Paul Adams
Fire Chief Mark Miller
Gregory Pyles, Veolia Project Manager
Assistant Fire Chief Bob Dunovsky

Absent:

City Attorney John Hoblit

Presiding:

Mayor Seth Goodman

Fiscal Year 2019-2020 Draft Budget Discussion:

A. Overview

B. Departmental Budget Discussion by Fund

Mayor Goodman turned things over to Treasurer Chuck Conzo, he led into the adjustments he has made in the Revenue Projections document for 2019-2020. He also mentioned that he has shared the date when the revisions were made within the document. The first mention is Transfer to Capital Projects (as needed, as noted on Page 1). There was also a change to Safety Grant—Expenses, it is now listed at \$26,066 as revised on 3/27.

Page 6, under Buildings and Grounds also has a change—Contractual Services was noted with an asterisk and question mark. Alderwoman Bauer asked about these changes as they total \$151,500, whereas in 2018 the amount was \$93,160. Discussion ensued. Then Treasurer Conzo transitioned into

Page 8 and part-time salaries for Streets and Alleys. He also touched on a correction on Page 16 regarding Professional Fees.

Alderwoman Browne asked about hiring a City Engineer as the fees paid outside of the City are “enormous,” she said it’s going outside of the community and it’s over \$1,000,000 and that was just last year alone. Alderwoman Bauer said the amount of projects that we did, versus the amount of projects pending, she said the salary for an engineer—there isn’t any room for that if the engineer is capable or able to do . . . she said they are limited to the scope of projects that they can complete. She said you pay them a salary to then have to go outside and get the services completed.

She said right now our projects consist of a bridge, road resurfacing, sidewalks and a CMT project (the sewer plant). Treasurer Conzo said—and we have the 5th Street Road Project. Administrator Kavelman said it has worked well in the past and this amount is astronomical. Treasurer Conzo will look into any funds that might come back. The city previously spent less in years before on engineering costs, according to City Treasurer Chuck Conzo. On average he estimated over \$500,000 is spent on an annual basis in engineering costs. He said knowing what is immediately ahead of the city, he was unsure if the city would incur those expenses.

Alderman Parrott asked what kinds of expenses were incurred with software etc., when there was a City Engineer. Alderman Parrott thought maybe \$5,000 annually. Alderman Hoinacki wanted to bring up some history, such as Pulaski Street—he said there was a city engineer at that time, it was a close to \$3,000,000 at that time—and they had additional bills from other firms. He said unless you pay \$130,000 to a highly qualified engineer, then there will be projects outside their scope.

Alderwoman Bauer said the county pays an additional, substantial amount for engineering outside of their county engineer’s budget. She said it might not be the right time to hire, but to look into what it could cost. Alderman Hoinacki said if we get someone at \$70,000-\$80,000 you will get the revolving door again, as they will get offers elsewhere. The consensus was that it would be worth looking into. He said the council needed to put a plan together and then weigh it out and see exactly which direction to go. He called this discussion premature.

Alderman Fleshman said he agreed with Mr. Landers and talked about utilizing the county engineer, and partner with the same firms the county uses. He said on larger projects, the city might not ever get away from paying additional costs. Alderman Parrott talked about City Administrator Kavelman looking into what other cities do.

Alderman Hoinacki wanted to clarify if the treasurer was going to be listing a new line item, it would not require an addition of a new revenue, rather shifting from other lines. Alderwoman Browne wanted to save money and not spend money. Treasurer Conzo said if there are no objections, then it will be printed in pamphlet form . . . then on April 23, there will be a meeting to talk about this once again.

Adjournment:

There being no further discussion to come before the City Council of Lincoln, Alderman Welch motioned to adjourn, seconded by Alderman Parrott. Therefore, the hearing adjourned at 7:50 p.m.

Upcoming Meetings:

Committee of the Whole | Tuesday, April 9, at 7 p.m.

Regular City Council Meeting | Monday, April 15, at 7 p.m.

REGULAR CITY COUNCIL MEETING

Lincoln City Hall, Council Chambers
700 Broadway Street | Lincoln, Illinois

Monday, April 1, 2019

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 Administrator Elizabeth Kavelman
City Clerk Peggy Bateman
City Attorney John Hoblit
Treasurer Chuck Conzo
Fire Chief Mark Miller
Police Chief Paul Adams
Building and Safety Officer Wes Woodhall
Streets Superintendent Walt Landers
Gregory Pyles, Veolia Project Manager
Alderman Dayne Dalpoas

Absent:

Alderman Dayne Dalpoas

Presiding:

Mayor Seth Goodman

Public Comment:

Mayor Goodman called upon citizens registered to speak, there being none, he moved to the Consent Agenda.

Consent Agenda by Omnibus Vote:

A. Payment of Bills

B. Approval of minutes March 12, 2019 Regular Committee Of The Whole Meeting, March 18, 2019 Regular City Council Meeting, March 25, 2019 Budget Workshop

C. Request from WLCN 96.3 and the LCHS Junior Class to permit the closing of Broadway Street from its intersection with Kickapoo Street to its intersection with McLean Street for the LCHS Royal Grand March on Saturday, May 4, from 3:30 p.m. until its conclusion

D. Request from Open Arms Christian Fellowship to permit the closing of various streets for Family Fun Day at Scully Park Saturday, June 22, from 9 a.m. to 5 p.m. request to block Kickapoo to McLean Streets down Clinton Street, for a 5K on the same date

Alderman Welch made a motion to approve, seconded by Alderman Fleshman. Mayor Goodman called for discussion, the City Administrator, Elizabeth Kavelman asked if insurance was on file. It should be shortly. 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 Dayne Dalpoas

Mayor Goodman moved to other items on the agenda.

Ordinance and Resolution:

Ordinance (2019—895) authorizing Mayor Seth Goodman to have authority to submit an Illinois Water Control Loan Program (WPLCP) application on behalf of the city

Alderwoman Browne made a motion to approve, seconded by Alderwoman Bauer. 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 Dayne Dalpoas

New Business/Communications:

A. Approval of proposal from George Alarm Company, Inc. to provide an alarm system at the Lincoln Depot

Alderman Hoinaki made a motion to approve, seconded by Alderwoman Bauer. 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 Dayne Dalpoas

Mayor Goodman moved to other items on the agenda.

B. Approval of extension of the Intergovernmental Agreement between the City of Lincoln, Logan County and West Lincoln Township for improvements to Fifth Street

Alderwoman Bauer made a motion to approve, seconded by Alderwoman Browne. 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 Dayne Dalpoas

Mayor Goodman moved to other items on the agenda.

C. Approval of the renewal of the contract for employee Dental, Life, AD&D and Personal Loss Insurance between Principal Life Insurance and the City of Lincoln

Alderman Welch made a motion to approve, seconded by Alderwoman Bauer. 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 Dayne Dalpoas

Mayor Goodman moved to other items on the agenda.

Announcements:

Mayor Goodman asked if anyone had any announcements to share.

- Fire Chief Mark Miller wanted to discuss the hiring of an employee to replace those who are retiring, he wanted this on the next COW—for employees to start in May.
 - The Logan County Humane Society breakfast and desert sale will be coming up at the American Legion Hall.
 - Alderwoman Bauer said there is a 15 year anniversary ribbon cutting ceremony at Blades Hair & Nail Salon.
 - Mayor Goodman said the TK and Beltone ribbon cuttings went well.
 - There will be a downtown Lincoln window display contest. There will be a winner at the end of every month, based on the winner who received the most votes.
 - Gregory Piles, the new Veolia Project Manager wanted to introduce himself.
-

Executive Session:

None.

Adjournment:

There being no further business to come before the City Council of Lincoln, Alderman Parrot motioned to adjourn, seconded by Alderman Welch. Mayor Goodman adjourned the meeting at 7:08 p.m.

Respectfully Submitted By:

Alex Williams, Recording Secretary



Veolia Water North America Action Report

To: City of Lincoln

From: Greg ~~Pyles~~ Pyles

Subject: ¾ Ton Pickup

Date: 4/19/2019

Background:

\$30,000 was budgeted for the 2019/20 fiscal year for the replacement of a 1/2 ton pickup truck. This truck will replace the 2007 Ford F350 flatbed truck used in the collections system. This vehicle is used to transport personnel, equipment, and materials to various locations throughout the City. The retired 1 Ton truck will be returned to the City for a final determination unless otherwise directed. I would recommend declaring it surplus property and auctioning it off to maximize value if the City does not have another use for the vehicle. Delivery is expected to be 12 - 16 weeks.

Budget/Financial Considerations:

Quotes for replacement were obtained:

Landmark Ford (State of Illinois contract):	2019 Ford F-250	\$20,940
Lincoln Chrysler, Jeep, Dodge:	2019 Dodge Ram 2500	\$30,676
Xamis Ford	2019 Ford F-250	\$25,470
Green Toyota	2019 Toyota Tundra	\$32,500

Other Considerations:

The state contract allows for customization of vehicle and accessories useful in a municipal environment, several of which would be beneficial for the work we do at the wastewater treatment plant and are added safety features.

Gregory Pyles

Project Manager

Shawn Wright

VP Operations

Commission Action

Passed:

Date Passed:

Failed:

Tabled:



Recommendation:

When recommend purchasing a ¾ ton Ford F-250 from Landmark Ford with optional accessories as listed in the amount of \$29,911.

Standard Package	\$20,940
4X4 Option	\$2,453
Supercab option with 8' bed	\$2,598
Power equipment option	\$915
AM/FM with sync	\$550
Cruise Control	\$216
Integrated brake controller	\$249
Spay-in bed liner	\$595
Exterior back-up alarm	\$140
Daytime running lights	\$45
Strobe lights front/rear	\$795
Extra key	\$45
Cab Steps	\$370
TOTAL	\$29,911

Veolia Water North America
150 W Kickapoo Street
Lincoln, IL 62656
Tel (217) 732-4030

Quote

Landmark Ford Inc.

You Always Do Better At Landmark

2401 Prairie Crossing Drive
Springfield, IL. 62711
Phone: 217 862 5253
Fax: 217 862 5316

DATE: April 9, 2019

Quote For: LINCOLN WATER

2019 FORD F-250 XL 4X2 REG CAB	\$	20,940.00
4X4 OPTION		2,453.00
SUPER CAB OPTION *** 6' OR 8' BED ??? ***		2,598.00
CRUISE CONTROL		216.00
EXTERIOR BACK UP		140.00
INTEGRATED BRAKE CONTROL		249.00
POWER EQUIP GROUP & SUPER CAB POWER WINDOWS/LOCKS		915.00
DAY TIME RUNNING		45.00
CAB STEPS SUPER CAB		370.00
SYNC		550.00
SPRAY IN LINER		595.00
STROBE LIGHTS F&R		795.00
EXTRA KEY NO REMOTE		45.00
	Sub total	29,911.00
	OTHER	
	TOTAL	29,911.00

Make all checks payable to Landmark Ford Inc. If you have any questions concerning this quote, contact Steve Decker Ph 217 862 -5253 e-mail steve.decker@landmarkauto.com

THANK YOU FOR YOUR BUSINESS



2019 Ford F250 XL 4X2 Regular Cab

State CONTRACT #4018300

Call STEVE DECKER (800) 798-9912

Email STEVE.DECKER@LANDMARKAUTO.COM

STANDARD PACKAGE \$20,940.00

- | | |
|---|--|
| 6.2L V-8 Flex fuel automatic six speed transmission | Vinyl 40/20/40 Front Seat |
| 17" Wheels Grey Styled Steel | BACK_UP CAMERA |
| Argent Front Bumper | Interior Light |
| Argent Rear Step Bumper | Rearview Mirror Day/Night |
| Interval Wipers | Tachometer |
| Manual Side Mirrors | SOS Post-Crash Alert System |
| 29 Gallon Fuel Tank | Tire Pressure Monitoring System |
| Grille Black Surround "Bar Style" Insert | Visor w/driver side strap |
| P245/75R17 BSW Tires | Visor Passenger-side mirror |
| Air Conditioning | 142" Wheelbase 8' Bed |
| AM/FM Stereo/Clock | 9950# GVWR |
| Black Vinyl Flooring | Safety Canopy Side-Curtain Airbags |
| Display Center | Spare tire & wheel |
| Power point Front | Tilt Steering Wheel |
| Easy Fuel Capless Fuel-Filler | Trailer Sway Control |
| Brakes 4-Wheel Disc.w/ABS | TRAILER TOW PACKAGE |
| | Shift on fly standard when 4x4 option selected |

"YOU ALWAYS DO BETTER AT LANDMARK!"

ORDER CUT OFF DATE August 2,2019

Ford F250 Page 1

ADDITIONAL OPTIONS AND ORDER FORM

Ford F250 Page 1

PLEASE ENTER THE FOLLOWING

FORD FLEET NUMBER _____

CONTACT NAME _____

PHONE NUMBER _____

PURCHASE ORDER NUMBER _____

STATE TAX EXEMPT NUMBER _____ Per

Quantity

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<input checked="" type="checkbox"/>	4x4 Option	2453.00
<input checked="" type="checkbox"/>	Super Cab Option 6'8' bed?	2598.00
	Crew cab Option 6'8' bed?	3200.00
<input checked="" type="checkbox"/>	Cruise Control	216.00
	6.7 Powerstroke diesel V-8 Turbo	\$7807.00
	Limited Slip Axle X3e	359.00
	Snowplow prep package 473	79.00
<input checked="" type="checkbox"/>	Exterior Back-Up Alarm 76c	140.00
<input checked="" type="checkbox"/>	Intergrated Brake Controller	249.00
<input checked="" type="checkbox"/>	Power equipment group reg cab & super-cab. power windows/locks	915.00.
	Power equipment Group Crew Cabs power windows/locks	1125.00
<input checked="" type="checkbox"/>	Daytime Running Lights 942	45.00
	Cab Steps Regular Cab 18B	320.00
<input checked="" type="checkbox"/>	Cab Steps Super cab /Crew Cab	370.00.
	Extra Heavy alternator 62E	85.00
<input checked="" type="checkbox"/>	AM/Fm stereo CD (WITH SYNC)	550.00
	Spare tire & wheel for pick-up box delete with Jack	295.00

LT245/75Rx17E all terrain tires \$165.00

	Skid Plates supercab/crewcab only 41P	100.00
<input checked="" type="checkbox"/>	Spray-in bed liner	595.00
	Upfitter Switches (4)	165.00
	CD Rom Service Manual	249.00
	REAR VIEW CAMERA PREP KIT FOR PICK-UP BOX DELETE	415.00
	Transmission Power Take Off Provision	280.00
	Pick-up Box delete 8' box only deletes spare tire & Jack	(-575.00)
	Engine Block Heater	\$69.00
	XL Value Package (4.2" center stack screen/Crome Bumpers/Cruise Control	720.00
	Rust proof & Undercoat	389.00
<input checked="" type="checkbox"/>	Strobe Lights Front& Rear clear/amber color	795.00
<input checked="" type="checkbox"/>	Extra key no remote	45.00
	Wheel Well Liner kit front/rear	325.00
	Trailer Tow Package High Capacity (Diesel Only)	1130.00
	Delivery one Unit	\$275.00
	Lic& Title M-plate	175.00
	110v/400 watt outlet	75.00

Remote Start \$250.00/requires power Group

Exterior Colors



Exterior Colors

Blue Jeans Met.	N1	Shadow Black	
Race Red	PQ	UH	
Ingot Silver Met.	UX	Magnetic Gray Met.	J7
Caribou	H5	UJ	
		Oxford White	Z1
		Steel color vinyl Seat Standard	

Interior Colors

Cloth seat 40/20/40	\$ 100.00
Vinyl bucket seats/mini console	355.00
Cloth buckets/mini console	515.00

PAYMENT REQUIRED AT TIME OF DELIVERY

**** Power Equipment Group Includes**

Power locks with keyless entry

Power Windows (front on Regular cab, front and rear on Supercab and SuperCrew)

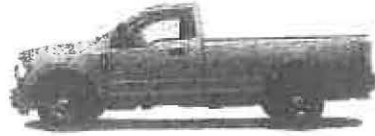
Illuminated Entry

Perimeter Alarm

Black Power Mirrors



❖ CHASSIS WITH FACTORY PICKUP TRUCK BED AND RELATED
OPTIONS



- Lift Gate 1300lb Capacity..... **\$3,406.00**
 - Dual cylinder drive
 - Steel platform 55"x38" w/ 4" taper
 - Labor, Installation and painted standard black
 - Aluminum Platform in lieu of Steel.....**Add..... \$620.00**
 - o Please call if you need additional capacity, next size up is 1,600 lbs.*

- Window protector (Black) for pick up bed..... ~~\$475.00~~ **475.00**
- Spray in liner (Under Rail) for Pick up bed**\$650.00**
- Weatherguard Toolbox Saddle box, full standard, Aluminum finish.....**\$960.00**
- Weatherguard Toolbox Saddle box, full standard, Gloss black finish.....**\$960.00**
- Weatherguard Toolbox Cross box, full standard, Aluminum finish.....**\$1,020.00**
- Weatherguard Toolbox Cross box, full standard, Gloss black finish.....**\$1,020.00**

103 Taylor Court
 Phone: (217) 732-1661
 Fax: (217) 732-1664
 Lincoln, IL 62656
 www.lincolncdj.com



LINCOLN

BUYER'S ORDER

DATE 3-22-19
 DEAL# _____
 SALESMAN SARAH

BUYER City of Lincoln
 CO/BUYER Waste Water Plant
 ADDRESS (Greg Pyles)
 CITY Lincoln
 STATE IL ZIP 62656
 HOME PH# 217-732-4030

D/L# _____ /
 SS# _____ /
 DOB _____ /
 COUNTY _____
 EMAIL _____

VIN		MILEAGE			STK#		
(N)	YR	MAKE	MODEL	DOORS	TRANS	CYL	COLOR
U	14	Ram	2500 Tradesman	Crew Cab	4x2	6,418	White

PURCHASED VEHICLE EQUIPMENT

LIST PRICE MSRP. \$ 38,645
 DEALER INSTALLED ITEMS

TRADE-IN INFORMATION

YEAR _____ MAKE _____
 MODEL _____ BODY _____
 MILEAGE _____
 VIN _____
 PLATE _____ STKR # _____
 EXP. DATE _____ COLOR _____

TOTAL VEHICLE PRICE \$ 30,486
 TRADE ALLOWANCE \$ _____
 TRADE DIFFERENCE \$ _____
 ERT \$ **25.00**
 DOCUMENTARY FEE \$ **165.00**
 TAXABLE AMOUNT \$ _____

PAYOFF INFORMATION

LIEN HOLDER _____
 STREET _____
 CITY _____ STATE _____ ZIP _____
 PH # _____ QUOTED BY _____
 ACCT # _____ AMT \$ _____
 GOOD TILL _____ CONFIRMED BY _____

SALES TAX \$ exempt
 LICENSE AND TITLE FEES \$??
 TOTAL SELLING PRICE \$ _____
 PAYOFF ON TRADE IN \$ _____
 TOTAL \$ 30,676
 PARTIAL PAYMENT \$ _____
 CASH ON DELIVERY \$ _____

ESTIMATED PAYOFF ACKNOWLEDGEMENT

I UNDERSTAND THE PAYOFF AMOUNT OF \$ _____ IS ONLY AN ESTIMATE. I AGREE IF THE ESTIMATED PAYOFF BALANCE IS HIGHER, I WILL PAY COY'S CAR CORNER, Inc. THE BALANCE DUE. IF THE ESTIMATED PAYOFF IS LOWER, COY'S CAR CORNER, Inc. WILL REFUND THE DIFFERENCE.

BUYER'S INITIAL HERE _____ CO-BUYER'S INITIAL HERE _____

OTHER \$ _____
 TOTAL DOWN PAYMENT \$ _____
 UNPAID BALANCE \$ _____
 EXT. SERVICE CONTRACT \$ _____
 TOTAL UNPAID BALANCE \$ _____

INSURANCE INFORMATION

INS. CO. _____
 POLICY # _____
 AGENT _____
 STREET _____
 CITY _____ STATE _____ ZIP _____
 PH # _____ RENEW DATE _____
 FULL COVERAGE YES NO

BUYER'S APPROVAL _____
 CO-BUYER'S APPROVAL _____
 DEALERSHIP APPROVAL _____

LINCOLN CHRYSLER DODGE & JEEP
 103 TAYLOR COURT
 LINCOLN, IL 626562235

Configuration Preview

Date Printed: 2019-03-20 7:14 PM VIN: Quantity: 1
 Estimated Ship Date: VON: Status: BA - Pending order
 FAN 1: 001MB City of Linc
 FAN 2:
 Client Code:
 Bid Number: TB9063
 PO Number:

Sold to: LINCOLN CHRYSLER DODGE & JEEP (45390)
 103 TAYLOR COURT
 LINCOLN, IL 626562235
 Ship to: LINCOLN CHRYSLER DODGE & JEEP (45390)
 103 TAYLOR COURT
 LINCOLN, IL 626562235

Vehicle: 2019 2500 TRADESMAN CREW CAB 4X2 (149 in WB 6FT 4 IN box) (DJ2L91)

	Sales Code	Description	MSRP(USD)
Model:	DJ2L91	2500 TRADESMAN CREW CAB 4X2 (149 in WB 6FT 4 IN box)	36,950
Package:	2ZA	Customer Preferred Package 2ZA	0
	ESA	6.4L Heavy Duty V8 HEMI with MDS	0
	DFX	8-Spd Auto 8HP75-LCV Transmission	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0
	-X8	Black/Diesel Gray	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	YEP	Manufacturer's Statement of Origin	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	151	Zone 51-Chicago	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB9063	Government Incentives	0
Discounts:	YG2	5.2 Additional Gallons of Gas	0
Destination Fees:			1,695
Total Price:			38,645

Order Type: Fleet PSP Month/Week:
 Scheduling Priority: 1-Sold Order Build Priority: 99
 Salesperson:
 Customer Name:
 Customer Address:
 USA

Instructions:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



JIM XAMIS FORD



To Whom it May Concern,

Below is Jim Xamis Ford Lincoln's truck bid for the City of Lincoln Waste Water Treatment. You will find four truck options below. All trucks are White in color, V8 engines, 8ft beds, and meet all other requirements as stated in the bid request. If one or more of these units is accepted, units will take 10-16 weeks to arrive.

Truck 1: F-150 4x2

Truck MSRP	\$36,140
Discount	(\$11,573)
New Plates/Title Fee	\$120
Doc Fee	\$175
Total Price	\$24,862

Truck 2: F-150 4x4

Truck MSRP	\$39,520
Discount	(\$12,133)
New Plates/Title Fee	\$120
Doc Fee	\$175
Total Price	\$27,682

****On either of the F-150's you can add the power equipment group for \$1,170. This will give you Power Windows, Power Mirrors, Power Locks, and Remote keyless entry.**

Truck 3: F-250 4x2

Truck MSRP	\$37,280
Discount	(\$11,810)
New Plates/Title Fee	\$120
Doc Fee	\$175
Total Price	\$25,470

Truck 4: F-250 4x4

Truck MSRP	\$40,085
Discount	(\$11,316)
New Plates/Title Fee	\$120
Doc Fee	\$175
Total Price	\$29,064

Thank you for the consideration of this bid, if you have any questions please contact Matthew Xamis.

X  _____



TOYOTA

Green Toyota
3901 Wabash Avenue,
Springfield, IL 62711
(217) 698-3100

2019 TUNDRA 4X4 SR DBL CAB 4.6L V8

50 State Emissions	\$0.00
All Weather Liners/Door Sill	\$239.00
Spray-On Bedliner	\$579.00
Total Optional Equipment	\$818.00
Vehicle Base Model	\$34,570.00
Delivery Processing and Handling	\$1,495.00
Total MSRP*	\$36,883.00

Not Flex Fuel

34,500
- 2,000 Rebate

32,500 Net Price + TIF



TOYOTA

Green Toyota
3901 Wabash Avenue,
Springfield, IL 62711
(217) 698-3100

2019 TUNDRA 4X4 SR DBL CAB 4.6L V8

Model: 8339C
 Year: 2019
 Interior Color: GRAPHITE
 Exterior Color: SUPER WHITE
 Number of Cylinders: 8
 VIN: 5TFUM5F18KX082203
 Stock No.:

Total MSRP*:

\$36,883.00

14 CITY MPG	18 HWY MPG
----------------	---------------

Standard Equipment

MECHANICAL & PERFORMANCE

4.6L I-FORCE V8 DOHC 32V with Dual
 Independent VVT-i 310 hp/327 lb-ft
 6-Spd Automatic Trans w/Sequential Shift
 4WDemand Part-Time 4WD w/Elec Controlled
 Transfer Case, A-TRAC & Auto LSD
 Tow Rcvr Hitch, 4/7-Pin Connector
 3.91 Rear Differential w/9.5" Ring Gear
 Dbl Wishbone Fmt Susp w/Stabilizer Bar
 Trap Leaf Rr Susp, Staggered O/B Shocks
 Power-Assisted 4 Wheel Disc Brakes
 18" Wheels w/ P255/70R18 Tires

SAFETY & CONVENIENCE

Halogen Headlights with LED DRLs
 Manual Headlight Level Control
 Trailer-Sway Control
 Star Safety System
 3-Point Seatbelts for All Positions
 8 Total Airbags (Incl Fr & Rr RSCA)

Optional Equipment

Tire Pressure Monitor System (TPMS)
 Toyota Safety Sense P: Pre-Collision Sys
 w/ Pedestrian Detection, Dynamic Radar
 Cruise Control, Lane Departure Alert w/
 Sway Warning Sys, Automatic High Beams

EXTERIOR

6.5' Double-Walled Bed w/Rail Caps
 Easy Lower and Lift Tailgate

INTERIOR

40/20/40 Split Fold-Down 4-Way Driver &
 4-Way Passenger Adj Front Bench Seat
 Single Zone Air Conditioning
 Entune Audio 6.1" Touch Screen
 w/Backup Camera, AM/FM/CD,
 BT Phone/Music, Siri Eyes Free
 Power Windows/Door Locks/Heated Mirrors
 Remote Keyless Entry System
 Engine Immobilizer
 Tilt Steering Wheel with Column Shifter

*2019 MSRP. MSRP does not include destination charge, taxes, license, title, and dealer fees. Dealer sets actual price. MSRP is subject to change without notice. ©2019 Toyota Motor Sales, U.S.A., Inc.

MEMORANDUM

TO: Mayor Seth Goodman and Members of the City Council

FROM: Wes Woodhall, Building and Safety Official

DATE: April 9, 2019

RE: Award of Contract for the Mowing of Nuisance Properties in the City of Lincoln

Background: The Building and Safety Department is tasked with maintaining derelict/nuisance properties throughout the city. This process is part of the Code Enforcement portion of this department.

Analysis/Discussion: Request for proposals for hourly rates of mowing services was posted on March 7, 2019. The proposals were opened publicly in City Hall on March 22, 2019 at 9:00 a.m. We received one bid for services from Eugene Mehan Lawn Service for \$29.50/hr. This is based on a 1/hr minimum, after that, the rates are calculated by ¼ /hr increments. A typical yard or project takes roughly one hour, this of course varies based on size, severity and services requested. Mr. Mehan has provided this service to the city for 5 years and has always performed well and to a high standard. He has always been punctual, easy to work with and responsive to requests. Building and Safety Department staff is comfortable recommending the City of Lincoln enter into a 2-year contract with Mr. Mehan to continue his service.

COW Recommendation: Place on Council agenda for discussion of recommendation.

Fiscal Impact: The Building and Safety Department had a 2018/2019 FY budget of \$13,500. Funds for this service is taken out of budget line item 02-0224-6450.

Council Recommendation: Approve staff recommendation of hiring Eugene Mehan Lawn Service for nuisance mowing services for a 2-year period.

City of Lincoln

Request for Bids

The City of Lincoln ("City") is seeking bids from qualified Contractors to mow real estate within the municipality that is in violation of the City Code, for a term of two years. The Contractor(s) shall provide all materials, equipment, insurance and labor as prescribed in the specifications in a workmanlike manner according to generally accepted industry practice. The specifications, form of contract and bid forms for the work to be performed may be secured from the Lincoln Building & Zoning Department at 313 Limit St. or Lincoln City Hall, 700 Broadway, Lincoln, Illinois 62656.

It is the intent of the City to award this procurement to the lowest responsible bidders. The right is reserved to reject any or all bids received and to award the procurement to the bidder determined most advantageous to the municipality.

Bids must be submitted in a sealed envelope by 9 AM, March 22, 2019 at which time they will be opened and read aloud. The envelope must be labeled "Bid for Code Enforcement Nuisance Mowing" and addressed to Peggy Bateman, City Clerk, 700 Broadway, Lincoln, Illinois 62656. Fax or e-mail proposals will NOT be accepted.

A recommendation from the management staff for the award of this procurement is tentatively scheduled for consideration and approval by the Lincoln City Council at its regular meeting to be held April 15, 2019.

For more information pertaining to this request for bids, prospective contractors may contact Deputy Building & Zoning Officer Cori Ingram at (217) 732-6318.

**CITY OF LINCOLN
CONTRACT**

1. THIS AGREEMENT, made and concluded the ____ day of April 2019, between the City of Lincoln, Logan County, Illinois, known as the party of the first part, and _____, known as the party of the second part.

2. WITNESSETH: That for and in consideration of the payments and agreements mentioned in the attached General Specifications dated February 25, 2019, and Mowing Contract Documents and Bid Documents dated March 22 2019, made by CITY OF LINCOLN; the CONTRACTOR agrees, at its own expense, to do all work, furnish all materials and all labor necessary to complete the work in accordance with the specifications hereinafter described.

3. It is understood and agreed that the General Specifications dated February 25, 2019, and Mowing Contract Documents dated March 22 2019, are all essential documents of this contract and are a part hereof.

4. It is further understood that this contract is for mowing and land maintenance pursuant to the General Specifications and Bid Forms, attached and incorporated herein by reference.

5. Receipt of Addenda Number n/a, is hereby acknowledged, if applicable.

6. IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

CITY OF LINCOLN, ILLINOIS

ATTEST

Peggy Bateman, City Clerk

By _____
Seth Goodman
Mayor, City of Lincoln

(SEAL)

CONTRACTOR:

Contractor Name

By:

Signature

Title

February 25, 2019

City of Lincoln
REQUEST FOR PROPOSALS
FOR CODE ENFORCEMENT NUISANCE LAWN MOWING

1. Introduction:

The City of Lincoln is seeking a single contractor for code enforcement lawn mowing services and hereby requests proposals for contractors to perform nuisance lawn mowing abatements at residential and commercial properties. The abatement includes the mowing of grass and weeds over 8 inches in height. Abatement requests will be on a per site authorization basis from the Building and Safety Department.

2. Requested Services:

The City of Lincoln Building and Safety Department receives and responds to complaints regarding long grasses, weeds or vegetation which exceed 8 inches in height on average. The City desires for a contractor to supply mowing services for properties which fail to be mowed by the proper owner after a notice of violation. Property counts vary, however upwards of 50 individual properties can be expected to be addressed on a consistent basis throughout the mowing season.

The selected contractor will be responsible to provide mowing services to the City of Lincoln for properties requested by the Building and Safety Department during the 2019 and 2020 growing seasons.

3. Description of the work to be performed:

The work includes mowing of all established grasses and vegetation (excluding shrubs, trees, heavily wooded areas, and reasonably maintained garden areas) at property(s) requested by the Building and Safety Department. Each property will be identified by address with any special circumstances noted.

Job Expectations:

- The contractor will be expected to complete all jobs within 4 days of notification weather permitting.
- The contractor's invoices will give a detailed description of the location (address and/or parcel number), dates and time work was performed rounded to the quarter hour in an itemized categorization of charges incurred within 15 days of performing the service.
- The City of Lincoln reserves the right to withhold payment on all unauthorized work.

Requirements — The contractor must:

- Be prepared to complete a large number of mowing jobs in a timely manner on a per call basis.
- Be able to handle some jobs consisting of extremely long grass/weeds.
- Have the equipment, personnel and skills needed for cutting residential and commercial properties consisting of grass/weed heights in excess of 8 inches in height.
- Be capable of mowing ungraded lots or steep slopes.
- Possible hazards including garbage, debris, and miscellaneous junk that may be present in grass.
- Mow vegetation in and around structures, walks, trees, fences to a neat appearance with grass height of 3.5 inches or less.

- Be capable of getting equipment through fence openings of a minimum of 30 inches to mow rear yards.
- Remove all trash and debris in the mowing area to include proper disposal.
- Clear sidewalks, alley ways or adjacent public right of ways of clippings following mowing.

4. Contract Termination:

The City of Lincoln may, by written notice, and at any time, terminate the agreement if, in the judgment of the City, the contractor has failed to comply with the terms of the agreement. In the event of such termination, the contractor shall be entitled to payment for work performed through the date notice is delivered to contractor. No sums shall be owed to the contractor for work performed after such notice is delivered.

Contractor acknowledges that this agreement is contingent upon sufficient budget allotments, and is subject, by written notice to Contractor, to restriction or cancellation if budget adjustments are deemed necessary by the City Council. In the event the contract is terminated due to such budget restructuring, contractor shall be entitled to payment for work performed through the date notice is delivered to contractor.

5. Bidder Qualifications and Proposals:

The City requests that contractors interested in submitting proposals:

1. Bid the following to provide all of the services described in the Proposal specification section of the RFP for the 2019 and 2020 growing seasons:
 - a) Hourly Rate
 - b) Additional time rate at ¼ hour.
2. Provide a certificate of liability insurance and automobile/mowing equipment insurance. (The contractor(s) will need to name the City of Lincoln as additional insured and meets the following liability limits if awarded a contract: \$500,000 per claimant and \$ 1 million per occurrence).
3. Specify staff to be involved (primary contact, clerical contact, and owner or owners' agent).
4. Confirmation that neither the contractor nor any employee would be in a conflict of interest with respect to the proposal if the contractor were selected to perform the services required.

6. Term of Contract:

The term of the contract shall run for two years.

7. Payments:

Payment will be made after completion of work and receipt of proper invoices. Invoices shall show the time period covered, the quantities of work completed, unit prices for the work, and the total amount due. An invoice must be submitted for payment no later than the second Wednesday of the month in which payment is expected in order to be approved by the Building & Safety Official and

listed for approval by the City Council at the regular scheduled meeting on the third Monday of each month.

8. Selection Process:

The City of Lincoln reserves the right to reject all proposals and the right to reject a proposal which is in any way incomplete or irregular. Proposals will be awarded to the best overall proposal as determined by the best interests of the City of Lincoln. In comparing the responses to the RFP and making awards, the City of Lincoln may consider such factors as quality and thoroughness of a proposal and past performance of the contractor.

Preference will be given to those contractors providing demonstrated capability and experience in addition to that of the proposal price. The City of Lincoln reserves the right to award the contract to a contractor who is not the lowest cost; however, cost is an important factor in the selection of a contractor.

9. General Requirements:

Written response to the RFP Acknowledgement and Bid Form must be submitted to the City of Lincoln on or before 9:00 A.M., Friday, March 22, 2019. Proposals submitted after the above deadline shall be considered late, and will not be opened or considered. Faxed or e-mailed proposals will NOT be accepted. Proposals may be mailed or hand delivered in an envelope clearly marked with the following information:

RFP— Code Enforcement Nuisance Mowing
Attn: Building and Safety Department
City of Lincoln
700 Broadway
Lincoln, IL 62656

10. Additional information:

All questions regarding this Request for Proposal shall be directed to:

City of Lincoln Building and Safety Department at 217-732-6318

Eugene Mehan Lawn Service

217-737-2480

555 S. Elm St. Lincoln IL. 62656

- **Bid for city of Lincoln real estate**
\$29.50 an hour

I will break it down in to ¼ hours if needed

***1 hour minimum on any property**

I mow for individuals and commercial properties

- Laura Williams - 217-737-5399
- Jack Merreighn - 217-871-1008
- Lincoln Public Library - Richard Sumrall
217-732-8878
- Town of Broadwell - Mayor of Broadwell
217-671-1883
 - Sportsmans Club

**I have 2 Large zero turn mowers,weed trimmers,
Push mowers and leaf blowers**

I also been mowing commercial property for 9 years
Eugene Mehan, Thank you

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln
FROM: Walt Landers, Street Superintendent
MEETING
DATE: April 9, 2019
RE: Jefferson St. Bridge Replacement Bid Approval

Background:

Jefferson Street Bridge is scheduled for replacement in the 2019. Its condition has deteriorated over the years to the point that it has a reduced load limit of 22 tons from 40 tons. The condition of the bridge also has been considered regarding City liability insurance.

The Engineering Estimate for this Project was \$442,000.00. Sealed Bids were received and opened March 21, 2019 at the Lincoln Municipal Services Building, the result are as follows.

Kenney Contractors of Raymond IL. \$414,932.00

Freesen of Springfield IL. \$519,176.26

Otto Baum Co. Inc. of Morton IL. \$436,372.22

Plocher Construction Co. of Highland IL. \$482,885.00

Analysis/Discussion:

Four bids were received with two of them coming in under the engineering estimate. Kenny Contractors submitted the lowest bid at \$414,932.00. Initial discussions with this contractor indicate that if the bid is awarded to them they would start the project mid to late June. The project as a completion date of September 30, 2019, barring any legitimate delays.

Fiscal Impact:

\$414,932.00 from the Capitol Projects Fund 60-3600-7852.

COW Recommendation:

Approve the bid from Kenney Contractors for \$414,932.00, and place on the agenda of the April 15, 2019 Regular Council meeting.

Council Recommendation:

Approve the bid From Kenny contractors in the amount of \$414,932.00



Tabulation of Bids

Local Public Agency: City of Lincoln Date: 3/22/2019
 County: Logan Time: 1:00 PM
 Section: N/A Appropriation: _____
 Estimate: 445,290.00

Name of Bidder:		Kinney Contractors		Freesen		Otto Baum Co., Inc.		Plocher Construction Co.						
Address of Bidder:		19342 E. Frontage Road Raymond, IL 62560		3151 Robbins Road Springfield, IL 62704		866 N. Main St. Morton, IL 61550		2808 Thote Plocher Road Highland, IL 62249						
Proposal Guarantee:		Bid Bond		Bid Bond		Bid Bond		Bid Bond						
Terms:														
Approved Engineer's Estimate														
Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
20200100	EARTH EXCAVATION		CU YD	1040	35.0000	\$ 36,400.00	25.00000	\$ 26,000.00	21.47000	\$ 22,328.80	20.5000	\$ 21,320.00	30.0000	\$ 31,200.00
20700220	POROUS GRANULAR EMBANKMENT		CU YD	305	55.0000	\$ 16,775.00	77.00000	\$ 23,485.00	66.48000	\$ 20,880.30	62.3400	\$ 19,013.70	130.0000	\$ 39,850.00
21101505	TOPSOIL EXCAVATION AND PLACE.		CU YD	69	50.0000	\$ 3,450.00	50.00000	\$ 3,450.00	58.77000	\$ 3,917.13	38.7100	\$ 2,670.89	30.0000	\$ 2,070.00
25000110	SEEDING, CLASS 1A		ACRE	0.26	5000.0000	\$ 1,250.00	7,060.00000	\$ 1,782.60	14,700.00000	\$ 3,676.00	7,215.4800	\$ 1,809.87	8,800.0000	\$ 1,700.00
25000400	NITROGEN FERTILIZER NUTRIENT		LBS	23	10.0000	\$ 230.00	4.00000	\$ 92.00	5.25000	\$ 120.75	5.3100	\$ 122.13	5.0000	\$ 115.00
25000500	PHOSPHORUS FERTILIZER NUTRIENT		LBS	23	10.0000	\$ 230.00	4.00000	\$ 92.00	5.25000	\$ 120.75	5.3100	\$ 122.13	5.0000	\$ 115.00
25000600	POTASSIUM FERTILIZER NUTRIENT		LBS	23	10.0000	\$ 230.00	4.00000	\$ 92.00	5.25000	\$ 120.75	5.3100	\$ 122.13	5.0000	\$ 115.00
28000250	TEMP. EROSION CONTROL SEEDING		LBS	25	10.0000	\$ 250.00	4.00000	\$ 100.00	8.01000	\$ 200.25	31.8300	\$ 795.75	30.0000	\$ 750.00
28000305	TEMPORARY DITCH CHECKS		FOOT	10	15.0000	\$ 150.00	20.00000	\$ 200.00	30.50000	\$ 305.00	12.7300	\$ 127.30	30.0000	\$ 300.00
28000400	PERIMETER EROSION BARRIER		FOOT	320	6.0000	\$ 1,920.00	8.00000	\$ 1,920.00	8.66000	\$ 2,771.20	3.7100	\$ 1,187.20	3.0000	\$ 960.00
28001100	TEMP. EROSION CONTROL BLANKET		SQ YD	617	5.0000	\$ 3,085.00	2,250.00	\$ 1,388.25	4.65000	\$ 2,869.05	2.1200	\$ 1,306.04	2.0000	\$ 1,234.00
28100107	STONE RIPRAP, CLASS A4		SQ YD	78	90.0000	\$ 7,020.00	74.00000	\$ 5,772.00	149.57000	\$ 11,688.48	72.4100	\$ 5,447.96	180.0000	\$ 12,480.00
28200200	FILTER FABRIC		SQ YD	78	4.0000	\$ 312.00	4.00000	\$ 312.00	7.81000	\$ 608.18	9.8600	\$ 768.88	5.0000	\$ 390.00
35101400	AGGREGATE BASE COURSE, TYPE B		TON	727	32.0000	\$ 23,264.00	38.00000	\$ 28,172.00	38.77000	\$ 28,185.76	33.3100	\$ 24,216.37	55.0000	\$ 39,885.00
40200800	AGGREGATE SURFACE COURSE, TY B		TON	77	30.0000	\$ 2,310.00	49.00000	\$ 3,773.00	61.96000	\$ 4,770.92	37.8000	\$ 2,918.30	65.0000	\$ 5,065.00
40800275	BIT. MATERIALS (PRIME COAT)		LBS	2363	2.0000	\$ 4,726.00	0.75000	\$ 1,772.25	0.83000	\$ 1,488.89	0.8800	\$ 2,079.44	1.2500	\$ 2,953.75
40800290	BIT. MATERIALS (TACK COAT)		LBS	236	3.0000	\$ 708.00	1.00000	\$ 236.00	0.80000	\$ 188.80	0.4800	\$ 113.28	5.1600	\$ 1,215.40
40803080	HMA BINDER COURSE, IL-19.0, N50		TON	302	160.0000	\$ 48,300.00	145.00000	\$ 43,780.00	137.28000	\$ 41,434.40	161.0100	\$ 48,905.02	139.2500	\$ 42,053.50
40603310	HMA SURFACE COURSE, MIX C, N50		TON	91	220.0000	\$ 20,020.00	205.00000	\$ 18,655.00	195.50000	\$ 17,790.50	297.3900	\$ 27,062.49	168.5000	\$ 15,333.50
48101200	AGGREGATE SHOULDERS, TYPE B		TON	59	35.0000	\$ 2,065.00	47.00000	\$ 2,773.00	71.82000	\$ 4,243.28	48.1700	\$ 2,842.03	120.0000	\$ 7,860.00
50105220	REMOVAL OF EXISTING STRUCTURE		EACH	1	39000.0000	\$ 39,000.00	29,100.00000	\$ 29,100.00	51,217.25000	\$ 51,217.25	38,975.4200	\$ 38,975.42	13,000.0000	\$ 13,000.00
50200450	PIPE CULVERT REMOVAL		FOOT	15	20.0000	\$ 300.00	12.00000	\$ 180.00	38.10000	\$ 571.50	13.1000	\$ 196.50	20.0000	\$ 300.00
50800205	REM. AND DISP. OF UNSUITABLE MATL.		CU YD	55	35.0000	\$ 1,925.00	39.00000	\$ 2,145.00	120.15000	\$ 6,638.25	42.7100	\$ 2,349.05	30.0000	\$ 1,050.00
50800205	REINFORCEMENT BARS, EPOXY COAT		LBS	30400	1.5000	\$ 45,600.00	1,32800	\$ 40,128.00	1,49000	\$ 45,296.00	1,3400	\$ 40,736.00	1,8000	\$ 45,600.00
50900205	STEEL RAILING, TYPE S1		FOOT	65	200.0000	\$ 13,000.00	210.00000	\$ 13,650.00	292.36000	\$ 13,156.35	204.6300	\$ 13,294.45	193.0000	\$ 12,545.00
51500100	NAME PLATES		EACH	1	600.0000	\$ 600.00	700.00000	\$ 700.00	592.19000	\$ 592.20	536.3800	\$ 536.38	399.8500	\$ 399.85
54003000	CONCRETE BOX CULVERTS		CU YD	213.4	800.0000	\$ 170,720.00	730.00000	\$ 555,782.00	994.50000	\$ 212,228.30	782.3600	\$ 168,065.82	880.0000	\$ 168,028.00
X7010216	TRAFFIC CONTR. AND PROT. (SPECIAL)		L SUM	1	5000.0000	\$ 5,000.00	3,200.00000	\$ 3,200.00	6,423.08000	\$ 6,423.08	4,223.1800	\$ 4,223.18	3,000.0000	\$ 3,000.00
X7240300	SIGN REMOVAL		EACH	2	250.0000	\$ 500.00	120.00000	\$ 240.00	132.85000	\$ 265.30	204.28600	\$ 408.62	80.0000	\$ 160.00
Z0013798	CONSTRUCTION LAYOUT		L SUM	1	3600.0000	\$ 3,600.00	2,855.00000	\$ 2,855.00	6,088.74000	\$ 6,088.74	4,085.2600	\$ 4,085.25	5,000.0000	\$ 5,000.00
Z0054400	ROCK FILL		CU YD	95	90.0000	\$ 8,550.00	93.00000	\$ 8,385.00	168,46000	\$ 8,715.30	88.6300	\$ 7,980.85	120.0000	\$ 8,000.00
						\$ -		\$ -		\$ -		\$ -		\$ -
Total Bid:						As Read:	414,932.00		519,176.28		436,372.22		482,885.00	
						As Calculated:	414,932.00		519,176.27		436,372.23		482,885.00	

LEASE AGREEMENT

THIS LEASE AGREEMENT is made in duplicate at Lincoln, Illinois, as of the 1st day of May, 2019, (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 1555 5th Street, Lincoln, Illinois 62656, hereinafter referred to as "Lessee".

I. RECITALS AND REPRESENTATIONS:

A. Lessor holds record title to certain improved real estate, a portion of which is commonly known as 101 N. Chicago Street, Lincoln, Logan County, Illinois, which real estate is legally described as:

A Part of the Northeast Quarter of the Southeast Quarter of Section 31, Township 20 North, Range 2 West of the Third Principal Meridian, Logan County, Illinois, more particularly described as follows: Commencing at the Northeast corner of Section 31; thence South 00°-00'-00" West, bearing referenced to the Plat of Survey in Volume 138 on page 49 in the Office of the Recorder in Logan County, Illinois, along the East line of said Section 31, said line also being the East right of way of State Route 121, locally known as Limit Street, a distance of 2809.16 feet; thence North 90°-00'-00" West (DESC), a distance of 60 feet, said point being on the West right of way line of State Route 121 and the South right of way line of the former Illinois Central Gulf Railroad, thence South 89°-50'-12" West on said former South right of way line, 235.01 feet to the Point of Beginning. Thence continuing South 89°-50'-13" West on said South right of way line, 615.17 feet; thence South 3°-18'-30" East, 343.09 feet; thence South 49°-19'-28" East, 324.20 feet; thence South 40°-50'-13" West, 150.35 feet; thence South 49°-17'-05" East, 403.99 feet; thence South 86°-54'-52" East, 147.51 feet; thence North 0°-20'-16" West, 346.46 feet; thence North 0°-21'-02" West, 594.72 feet to the Point of Beginning.

B. Lessee desires to lease the improvements on the Property for the Permitted Use for a period of one (1) year.

C. Lessor covenants that they are lawfully seized of the leased Property, that they have 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 May 1, 2019, (herein referred to as Effective Date), and the first Lease Month shall commence the 1st day of May, 2019

02.00 Rent - Monthly Installments

Lessee shall pay the Rent in cash or check to Lessor at such place as Lessor periodically designates in writing, but at their address as set forth herein unless changed in writing, in monthly installments in the amount of NINE HUNDRED DOLLARS (\$900.00) on or before the 1st day of May, 2019, and on or before the 1st day of each and every month thereafter during the Term.

If Rent is not paid when due or within five (5) days thereafter, a late charge of FIFTY DOLLARS (\$50.00) plus TWENTY-FIVE DOLLARS (\$25.00) for each and every day after the fifth day that said Rent is not paid shall be due and payable in addition to the Rent, which penalty shall apply separately to each and every month if said Rent is not paid as herein set forth.

03.00 Taxes, Utilities, and Insurance

03.01 Taxes

Lessor shall pay the Taxes attributable to the Term.

03.02 Utilities

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

03.03 Insurance

Lessor shall provide and maintain Property and Casualty Insurance on Improvements during the Term, and the Lessee shall provide all other 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. Lessor shall, in the event of a loss, receive any insurance proceeds at-

tributable to the value of the "Improvements".

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 Snow Removal and Mowing

Lessor shall be responsible for snow removal on the sidewalk in front of the Property and for mowing the outside of the premises.

04.02 Responsibilities and Representations of Lessee

A. Lessee shall not do or suffer any waste, damage, disfigurement, or injury to any part of the Property or Improvements. Lessee shall also maintain the premises in a neat and clean condition and maintain the landscaping in at least as good of condition as it is as of the Effective Date. Lessee shall, at its expense, maintain and repair the Improvements or Property, including, but not limited to, heating, ventilation, and air conditioning equipment and systems, plumbing, electrical systems, drains, doors, windows, canopies, plate glass, and glass, if the maintenance and repair of any such items is TWO HUNDRED FIFTY DOLLARS (\$250.00) or less. In the event the repair and maintenance of such items is TWO HUNDRED AND FIFTY DOLLARS (\$250.00) or more, all amounts over TWO HUNDRED AND FIFTY DOLLARS (\$250.00) shall be the responsibility of the Lessor, unless such repair or maintenance is covered by the Lessee's insurance, in which case the Lessee shall be responsible for the payment of the same. 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 to the Improvements, in like order, condition, and repair, depreciation caused by the reasonable and considerate use thereof or insured casualty excepted. Lessee shall be responsible, at its expense, to maintain and repair any structural members constructed by it during the Term of this Lease.

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

04.03 Janitorial Services and Pest Control

Lessee shall be responsible for all janitorial services with respect to the Property and shall likewise be responsible for the maintenance and upkeep. Lessee shall be responsible for maintaining a pest control contract with a reputable pest control company providing for insect and other pest control carrying a guarantee of the Property, with treatments as frequently as are required to keep any insects and pests under control.

05.00 Lessee's Improvements and Mechanics' Liens

05.01 Lessee's Improvements

Lessee shall furnish the premises with items that will suitably complement the history of the building. 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.

C. Lessee shall be permitted to affix such signage to the front of the building as it deems appropriate advertising the tourism bureau and with necessary approvals of the City Council and Historical Preservation Committee. Such signage shall be done in a professional manner.

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 they 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 Damage or Destruction

In case of damage by fire or other casualty to the Improvements and if the damage is so extensive as to amount practically to the total destruction of the Improvements, Lessor may, at their option, terminate this Lease and the Rent shall be apportioned to the time of the damage. The Lessor shall notify the Lessee of the termination of this Lease within forty-five (45) days after the occurrence. If Lessor elects to repair or rebuild, they shall do so in a diligent manner and the Rent, during any periods Lessee is unable to occupy the Improvements, shall abate.

07.00 Property Excluded From Lease

The Wait Station on the North end of the real estate, previously leased to Amtrak, is specifically excluded from this Lease.

08.00 Condemnation of Property and Compensation Awarded

08.01 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.

08.02 Compensation

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

09.00 Inspection and Use

Lessee shall permit Lessor or their designee to enter the Improvements 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 Improvements, performing their 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.

Lessee shall permit Lessor to utilize the premises for public functions and or speaking events. Lessor shall provide Lessee reasonable advanced written notice of the intention to utilize the premises for these reasons as soon as possible, but in no event less than twenty four (24) hours in advance.

10.00 Condition of Improvements

Lessor has made no representations of any nature in connection with the condition of the Improvements or Property. Lessee shall be presumed to have accepted possession of the Improvements 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 Improvements and Property.

11.00 Assignment and Subletting

Lessee shall not assign or sublet any portion of the Property or Improvements, 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 Property 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 ONE HUNDRED DOLLARS (\$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.

12.00 Default and Remedies

12.01 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 them, 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 Property 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 their 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.

12.02 Abandonment

If at any time during the Term of this Lease, Lessee abandons the demised premises or any part thereof, Lessor may, at their 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 their discretion, as agent for Lessee, relet the demised premises, or any part hereof, for the whole or any part of the then unexpired Term, and may receive and collect all Rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net Rent for such period realized by Lessor by means of such reletting. If Lessor's right of re-entry is exercised following Abandonment of the premises by Lessee, then Lessor may consider any per-

sonal 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.

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, Illinois
Attn: Seth Goodman
700 Broadway Street
Lincoln, Illinois 62656

With Copy To: John Hoblit, Esq.
219 E. Main Street
Clinton, Illinois 61727

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

A. 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.

B. Hazardous Materials: Lessee will be responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against all claims, costs, and liabilities, including attorneys' fees, court costs, and other expenses of litigation (i) arising out of or in connection with Lessee's storage, use, or disposal of any hazardous materials in, on, or about the Premises, the Building, or the Project, or (ii) arising out of or in connection with the removal, clean-up, and restoration work and materials necessary to return the Premises and any other property of whatever nature located in the Project to their condition existing prior to the appearance of Lessee's hazardous materials in the Premises or Project. Lessee's obligations under this Section will survive the expiration or other termination 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

The laws of the State of Illinois shall govern the validity, interpretation, and administration of this Agreement.

16.00 Glossary

"Abandonment" means Lessee has failed to operate a tourism office from the Improvements located on the real estate which is the subject of this Lease for a continuous uninterrupted period of twenty-one (21) days, which business is open for business during regular and customary business hours for an insurance office.

"Effective Date" means May 1, 2019.

"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 all structures located on the real estate described in Article I, Paragraph A, Lincoln, Illinois.

"Initial Term" means the period commencing May 1, 2019, and ending April 30, 2020.

"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 ONE MILLION DOLLARS (\$1,000,000.00) 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 located on or about the Property.

"Insurance on Improvements" means fire and extended coverage insurance, including earthquake, in an amount equal to not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00).

"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 operation of a tourism office and no other.

"Property" means 101 North Chicago, Lincoln, Illinois, which is a part of the real estate described in Article I, Paragraph A.

"Rent" means the sum of NINE HUNDRED DOLLARS (\$900.00) 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 April 30, 2020.

"Utilities" means, collectively, all electricity, gas, heat, water, flush taxes, or sewer charges, garbage removal, telephone, 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:

CITY OF LINCOLN, ILLINOIS

Lessee:

LOGAN COUNTY TOURISM BUREAU

BY: _____

Seth Goodman
Mayor

BY: _____

Cindy Fleshman
Its President

Dated: May 1, 2019



Sponsorship Opportunities
Abraham Lincoln National Railsplitting Festival
September 21 and 22, 2019

Featuring The Abraham Lincoln National Railsplitting Contest

Based on History

Built on Tradition

Branching into Future

Dear City of Lincoln,

Our organization has and will continue to provide a family friendly festival that not only entertains, but also provides opportunities to learn about the history of our community and its link to Abraham Lincoln. Free admission is once again planned for this year, so we hope to attract an even larger audience. We are requesting funding so that we can advertise and reach a wider audience, hopefully increasing tourism to Logan County. Our festival has the potential to bring visitors from all over central Illinois and beyond which will benefit the many restaurants, hotels, and other businesses in the area. Funding would also be useful to increase our educational opportunities for visitors to the festival. Many residents of Lincoln and the Logan County area are unaware of the important role Abraham Lincoln played in the formation of this community. Our festival provides us with an opportunity to bring that history to a wide audience. We strive to provide demonstrations as well as hands-on experiences to create a deeper understanding of daily life during the period when Abraham Lincoln visited this area. With more funding, we could continue to expand on that commitment to education. Our slogan, "Based on History, Built on Tradition, Branching into Future", sums up the very basis of the organization. With your help, we hope to continue bringing history and tradition to the next generation of Logan County residents.

The 2019 National Railsplitting Festival is a fun family event.

In the past, the City of Lincoln has graciously given us \$1,500. We thank you for that sponsorship. We look forward to seeing you at the 2019 Festival.

Thank you,
The Logan Railsplitting Association

A handwritten signature in cursive script that reads "Darlene Begolka".

Darlene Begolka, President

PROCLAMATION

ARBOR DAY CELEBRATION

- WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and
- WHEREAS, this holiday called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world, and
- WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and
- WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and
- WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and
- WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal, and
- WHEREAS, the City of Lincoln, Illinois has been recognized as a Tree City USA by The National Arbor Day Foundation and desires to continue its tree-planting practices

NOW THEREFORE, I Seth A. Goodman, Mayor of the City of Lincoln, Illinois, do hereby Proclaim April 26, 2019 as

ARBOR DAY

In the City of Lincoln, Illinois and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

- FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generation

Dated this 15th Day of April

Mayor

ATTEST:

City Clerk

MEMORANDUM

TO: Mayor Seth Goodman and Members of the City Council

FROM: Wes Woodhall, Building and Safety Official and Walt Landers, Streets and Alley Superintendent

DATE: April 9, 2019

RE: Dedication of Beck Dr. to the City of Lincoln

Background: City staff met with representatives of BOC Real Estate, LLC who would like to dedicate this roadway to the City of Lincoln.

Analysis/Discussion: Upon our initial review and after a site meeting with the property owners a few areas of concern were located. After conversation with the representative engineer onsite, it was agreed that these trouble portions will be removed and replaced. Acceptance by the city will be based on the satisfactory completion of this work.

Original construction was done per Lincoln City Code section 12-7 and has been maintained as such. Conversation with Fire Chief Mark Miller confirmed that presence and location of fire hydrants were per the Lincoln Fire Department requirements. A Plat of Dedication has been provided that includes all appropriate parcel, utility easement and dedication delineation information. Satisfaction of Mortgage confirmation has been provided for the three adjoining parcels.

COW Recommendation: Place on Council agenda for discussion regarding dedication of Beck Dr. to the City of Lincoln.

Fiscal Impact: Filing and Recording fees estimated to be \$150.00

Council Recommendation: Accept dedication of Beck Dr. to the City of Lincoln

Request for C.O.W. 4/9/2019

Fire Chief Miller is requesting to pursue hiring a replacement employee for the retirement of Chief Mark Miller. To be effective for hiring May 6th 2019. A current list is in place with the Fire and Police commission and candidates will be contacted upon approval.

Request for promotions to go into effect with retirement of Fire Chief Mark Miller. The following members will be promoted:

Assistant Fire Chief Robert Dunovsky to Fire Chief May 6th

Captain Ty Johnson to Assistant Chief May 6th

Lieutenant Todd Koehler to Captain May 6th

Firefighter Andy Dexter to Lieutenant May 6th

Respectfully submitted

4/4/2019

Fire Chief Mark Miller

RESOLUTION 2019 - _____

**RESOLUTION ESTABLISHING SALARIES AND/OR
PAY INCREASES FOR THE CITY OF LINCOLN**

THIS RESOLUTION is made and adopted by the CITY COUNCIL OF THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, at a regular meeting held in the City Council Chambers in said City on the _____ day of _____, 2019, WITNESSETH:

WHEREAS, the City of Lincoln establishes a salary for all appointed officials and employees for the City of Lincoln; and

WHEREAS, the City Council will consider the performance, skill levels, and market conditions when determining the salary of its appointed officials; and

WHEREAS, the current fire chief, Mark Miller, is retiring May 3, 2019 and the City has tentatively appointed his successor, Robert Dunovsky, to succeed Mark Miller as acting fire chief on May 3, 2019 until he is officially sworn in on May 6, 2019; and

WHEREAS, salary has not been set for Robert Dunovsky, but the City acknowledges that he is an experienced with the fire department in that he has been with the city fire department for approximately 23 years and has operated in a leadership capacity for some time now; and

WHEREAS, the City desires to acknowledge the incoming fire chief's experience and service by paying him the same salary as the current outgoing fire chief;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the CITY COUNCIL OF THE CITY OF LINCOLN, as follows:

1. That the recitals outlined above are incorporated herein as if appearing herein verbatim.
2. Robert Dunovsky's annual salary as fire chief is to be affixed at \$75,793.50 effective May 6, 2019.

The vote on the adoption of his Resolution was as follows:

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

Ayes: _____

Nays: _____

Absent: _____

Absent: _____

Passed and approved this ____ day of _____, 2019.

CITY OF LINCOLN,

BY: _____

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

ATTEST: _____ (SEAL)

City Clerk, City of Lincoln,
Logan County, Illinois

RESOLUTION 2019 - _____

A RESOLUTION APPROVING THE CONTENT OF CERTAIN EXECUTIVE SESSION MEETING MINUTES OF THE CITY COUNCIL OF THE CITY OF LINCOLN

THIS RESOLUTION is made and adopted by the CITY COUNCIL OF THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, at a regular meeting held in the City Council Chambers in said City on the _____ day of _____, 2019, WITNESSETH:

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

WHEREAS, the City Council has considered it necessary, on occasion, to meet in executive session and have conducted said meetings in accordance with the requirements of the 'Open Meetings Act' (5 ILCS 102/1, *et seq.*); and

WHEREAS, the minutes of the Executive Sessions have been duly recorded by the City Clerk pursuant to the regulations of the Open Meetings Act; and

WHEREAS, pursuant to 5 ILCS 120/2.06(a) of the Open Meetings Act, the City is required to keep a verbatim recording of their executive sessions in the form of audio or video recording; and

WHEREAS, the City of Lincoln has complied with the requirement of keeping written recordings of the Executive Session minutes along with audio or video recordings; and

WHEREAS, the City of Lincoln believes that the minutes should at this time remain confidential and not be released to the public for inspection;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the CITY COUNCIL OF THE CITY OF LINCOLN, as follows:

1. That the recitals outlined above are incorporated herein as if appearing herein verbatim.
2. The City Council of the City of Lincoln find and hereby declare that the executive session minutes or portions thereof expressly identified are approved:

05/24/2017
07/31/2017
08/07/2017
08/15/2017
08/28/2017
08/29/2017
10/02/2017
11/21/2017
12/18/2017

02/05/2018
03/13/2018
03/27/2018
04/10/2018
05/07/2018
05/29/2018
06/12/2018
06/26/2018
07/02/2018
07/10/2018
07/24/2018
08/14/2018
10/23/2018
11/13/2018

01/15/2019
02/19/2019
03/26/2019

3. The minutes of said executive session meetings shall remain confidential at this time and not be made available to the public to inspect.

4. That this Resolution is effective immediately upon passage of the same.

The vote on the adoption of his Resolution was as follows:

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

Ayes: _____

Nays: _____

Absent: _____

Absent: _____

Passed and approved this ____ day of _____, 2019.

CITY OF LINCOLN,

BY: _____

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

ATTEST: _____ (SEAL)

City Clerk, City of Lincoln,
Logan County, Illinois