

CITY OF LINCOLN
REGULAR COMMITTEE OF THE WHOLE MEETING
AGENDA
MAY 14, 2019
CITY HALL COUNCIL CHAMBERS
7:00 PM

1. Call to Order.
2. Pledge of Allegiance.
3. Public Participation.
4. Mayoral Re-appointments of City Police Chief Paul Adams, Street Department Superintendent Walt Landers, Building and Safety Officer Wes Woodhall, Deputy Police Chief Matt, Police Department Administrative Assistant Susie Pegram, Police Department Records Clerk Kirsten Rawlins, and Lincoln Street Department/Building and Safety Office Administrative Assistant Cori Ingram, as well as their non-union pay increases as budgeted in FY 2019-2020.
5. Resolution for FY 2019-2020 pay increases for non-union employees.
6. Morgan Gleason, Logan County Tourism Director -- Resolution for Route 66.
7. Morgan Gleason, Logan County Tourism Director -- Amendments to the Lincoln Depot Lease Agreement.
8. Lincoln YMCA Soccer Program -- Two-year Sub-lease contract for the use of the City's Walmart property, effective May 20, 2019 to May 19, 2021.
9. Contract with Lincoln Junior High School to Hire a School Resource Office (SRO) for Lincoln Junior High School.
10. Resolution for FY 2019-2020's Draft Motor Fuel Tax Maintenance Program.
11. Fast Track Demolition of 1023 N. Sangamon Street --Approval to use budgeted FY 2019-2020 Funds.
12. Appointment of Firefighter Chad Kern to the Firefighters Pension Board.
13. Analysis of South Kickapoo Street Resurfacing.
14. Discussion regarding city's policy with homeowners' rain/storm water damage due to recent heavy rains.
15. Announcements.
16. Executive Session under 2(c)(2), Collective Bargaining.
17. Adjournment.
18. Upcoming Meetings:
Regular City Council Meeting: Monday, May 20, 2019
Committee of the Whole Meeting: Tuesday, May 28, 2019

RESOLUTION

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 in determining the amount and type of pay increases for its employees;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LINCOLN, as follows:

Section 1: The following full-time, exempt positions shall receive a cost of living increase to their current annual salary in the amount of five percent (5.0%) to be paid out in a manner established by City policy and shall be paid retroactive to May 1, 2019:

1. Building and Safety Inspector

Section 2: The following full-time, exempt positions shall receive a cost of living increase to their current annual salary in the amount of three percent (3.0%) to be paid out in a manner established by City policy and shall be paid retroactive to May 1, 2019:

1. Assistant Fire Chief(s)
2. Police Chief
3. Deputy Police Chief
4. Administrative Assistant to the Chief of Police
5. Street Superintendent
6. Deputy Building and Safety Officer
7. Deputy City Clerk
8. Sewer Clerks
9. Police Records Clerk
10. Assistant City Clerk

Section 3: The following part-time positions shall receive a cost of living increase to their current hourly rate in the amount of three percent (3.0%) to be paid out in a manner established by City policy and shall be paid retroactive to May 1, 2019:

1. Crossing Guard (Part-Time)
2. Sewer Clerk (Part-Time)
3. Landfill Attendants (Part-Time)
4. Administrative Assistant to the Municipal Services (Part-Time)

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

Alderman Parrott	_____	Alderman Keller	_____
Alderman Downs	_____	Alderman Welch	_____
Alderman Hoinacki	_____	Alderwoman Schmidt	_____
Alderwoman Horn	_____	Alderman Bateman	_____

Ayes: _____

Nays: _____

Abstain _____

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

WHEREAS, Route 66 is a main tourist attraction for Lincoln, IL, brining thousands of visitors a year to town; and,

WHEREAS, the Route 66 Garage Sales, Mill Museum's 90th Birthday Celebration, and the Illinois Route 66 Motor Tour are all taking place in Lincoln on June 7-9, 2019; and,

WHEREAS, by designating June 7-9, 2019 Route 66 Weekend in Lincoln, IL will bring more publicity to the Route 66 events and Lincoln, IL;

NOW, THEREFORE, BE IT RESOLVED THAT, I Seth A. Goodman, Mayor of the City of Lincoln, Illinois, do hereby designate June 7-9, 2019 as Route 66 Weekend in the City of Lincoln, Illinois.

Adopted this ____ of _____ 2019

Peggy Bateman, City Clerk
Lincoln, IL

Seth Goodman, Mayor
Lincoln, IL



101 N Chicago St | Lincoln, IL 62656 | 217.732.8687

Amendments to Depot Lease Agreement

1.04 Automatic Renewal

The Lease Agreement shall automatically renew for another one (1) year period unless either party gives notice of their desire to terminate the same at least sixty (60) days prior to the expiration of the Initial Term.

4.02 Responsibilities and Representations of Lessee (A)

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 conditions 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 system, plumbing, electrical systems, drains, doors, windows, canopies, plate-glass, and glass, if the maintenance and repair or any such items is TWO HUNDRED FIFTY DOLLARS (\$250.00) or less. In the event the repair and maintenance of such items if TWO HUNDRED and FIFTY DOLLARS (\$250.00) or more, all amounts over TWO HUNDRED AND FIFTY DOLLARS (\$250.00) shall be responsibility if the Lessor, unless, such repair or maintenance is covered by the Lessor'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 provision 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.

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. 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, conditions, 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 and structural members constructed by it during the Term of this Lease.



101 N Chicago St | Lincoln, IL 62656 | 217.732.8687

4.4 Janitorial Services

Lessee shall be responsible for all janitorial services with the 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.

Lessee shall be responsible for all janitorial services with respect to the Property and shall likewise be responsible for the maintenance and upkeep.

13.2 Notices

Signed by: Nila Smith, Its President

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 5 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.

01.03 Automatic Renewal

This Lease Agreement shall automatically renew for another one (1) year period unless either party gives notice of their desire to terminate the same at least sixty (60) days prior to the expiration of the Initial Term.

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 attributable 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. 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

Lessee shall be responsible for all janitorial services with respect to the Property and shall likewise be responsible for the maintenance and upkeep.

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 personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in such manner as Lessor deems proper and is hereby relieved of any and all liability for doing so.

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: Nila Smith
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, assess-

ments, 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: _____

Nila Smith
Its President

Dated: May 1, 2019

**LINCOLN FC SOCCER FIELDS OF LINCOLN, ILLINOIS
SUB-LEASE OF PROPERTY**

It is the Lincoln FC's desire that all patrons who periodically use the soccer fields and its areas located at 639 Malerich Drive in Lincoln, IL are able to enjoy the Facility. This agreement has been set in place to achieve that goal. Terms of this agreement are 2 (two) years from execution date.

The person signing this agreement and the organization on whose behalf the sub lease is being made (user), are responsible for compliance with this agreement. All parties using the fields and areas are required to read and sign this Sub Lease as part of the agreement terms. Please read carefully, complete all applicable sections, and sign at the bottom of the document.

1. FACILITY INFORMATION

Name of Facility Lincoln FC Soccer Fields

Address/Area/Location of Facility 639 Malerich Drive, Lincoln, IL 62656

Contact Name: Todd Mourning Phone: 217-737-3460

Contact
Email: levitate522@gmail.com

Additional Contact: Tim Stuckey, Lincoln FC President Phone: 217-314-9865

2. USER INFORMATION

Contact name Matt Whitehead Email: matt.whitehead@decatuymca.org
Tel.: Work 217-872-3835 x 123

Additional Contact: Tim Rhodes Y Sports Director Phone: 217-553-4795

Organization Lincoln Area YMCA

Address, City, State, Zip 604 Broadway Suite 1, Lincoln, IL 62656

3. EVENT INFORMATION

Description of event YMCA Youth Soccer Program

Date of event May 1, 2019 – April 30, 2021

Estimated attendance N/A

Time event begins (incl. set up) 8:30 am

Time event ends (incl. clean up) 11:30 am

4. CONDITIONS OF USE

A. RESERVATIONS

1. Lincoln FC Soccer Field Facility will be in use by Lincoln FC during the following days and times yearly during March-May and August – November and will therefore not be available to Lincoln YMCA for use during said times.

Mondays and Thursdays from 5:30–8 pm for Lincoln FC practice sessions
Saturdays, 12 noon – 8 pm for Lincoln FC games (teams begin warm-up at 11:30 am, but should not interfere with Lincoln YMCA schedule)
Occasional Sundays (TBD) for Lincoln FC games. The 3rd weekend in September (yearly) for Lincoln FC Route 66 Shootout Event

2. Lincoln Area YMCA should make reservations well in advance of the intended date of use because demand for facilities is high and dates fill quickly.
 3. A Facility is not considered registered for use until (1) Lincoln YMCA delivers to the Lincoln FC the signed Facility Use Agreement and certificate of insurance, and any other items deemed necessary by the Lincoln FC, and until the Lincoln FC delivers signed agreement in writing.
 4. A person who is at least twenty-one (21) years of age must sign this agreement.
 5. Lincoln YMCA shall provide the Lincoln FC Manager or his/her designee with a single contact who is to serve as the representative for Lincoln YMCA activities.
 6. The facility shall be used for the purpose stated in this agreement and no other use will be permitted unless otherwise agreed to by both parties.
 7. Lincoln YMCA shall not use the Lincoln FC name to suggest endorsement or sponsorship of the event without prior written approval of the Lincoln FC's Manager or his/her designee.
 8. Lincoln YMCA shall permit any Lincoln FC's officers, employees, or agents to visit the event described in this agreement.
-

9. Lincoln YMCA shall be given Facility keys/codes by the Lincoln FC Manager prior to each season. These are to be used to open and/or secure the Facility. Lincoln YMCA shall return keys immediately following each season.
10. Under no circumstances shall Lincoln YMCA sublease or allow any other organization or individual to use the Facility for the period for which Lincoln YMCA has contracted. Lincoln YMCA is an independent contractor and not the agent or employee of the Lincoln FC. Violation of this provision without written permission from Lincoln FC shall constitute a breach of contract and result in immediate termination of the sub-lease.

B. INDEMNIFICATION AND INSURANCE

1. Lincoln YMCA shall indemnify, defend, and hold harmless the Lincoln FC, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Lincoln YMCA's use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the Lincoln FC, its officers, employees, or agents.
 2. Lincoln YMCA shall procure and maintain general liability insurance against any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Lincoln YMCA's use or occupancy of the Lincoln FC facilities and adjoining property in the amount of \$1,000,000 (one million dollars) with respect to injury or death to a single person; not less than TWO MILLION DOLLARS (\$2,000,000) with respect to any one accident ; and not less than ONE HUNDRED THOUSAND (\$100,000) with respect to any property damage. Such insurance shall name the Lincoln FC, its officers, employees, and agents as additional insureds prior to the usage date of the Facility. Lincoln YMCA shall file certificates of such insurance with the Lincoln FC, which shall be endorsed to provide thirty (30) days notice to the Lincoln FC of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the Lincoln FC may deny access to the Facility.
 3. Lincoln YMCA shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Lincoln YMCA's use or occupancy of the Lincoln FC's facilities and adjoining property to the Lincoln FC Manager or his/her designee, in writing and as soon as practicable.
-

4. Lincoln YMCA waives any right of recovery against the Lincoln FC, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. Lincoln YMCA shall not charge results of "acts of God" to the Lincoln FC, its officers, employees, or agents.
5. Lincoln YMCA waives any right of recovery against the Lincoln FC, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Lincoln YMCA's use or occupancy of the Facility and adjoining property, even if the Lincoln FC, its officers, employees, or agents seek recovery against Lincoln YMCA.

C. SECURITY

1. Lincoln YMCA is solely responsible for supervising all individuals at the Facility and adjoining property during the event. The Lincoln FC is not responsible for providing this supervision. However, the Lincoln FC may evict individuals from the Facility during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.

D. SET UP / CLEAN UP

1. For the purpose of conducting business related to this agreement, Lincoln YMCA and related individuals will be permitted to access to the Facility prior to or after the event time period. Lincoln YMCA shall be responsible for arranging access during the time requested for entry and exit of the Facility.
 2. Lincoln YMCA shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the Facility and shall not make or allow to be made any alterations of any kind therein.
 3. Lincoln YMCA shall be responsible for all clean up of the Facility, including adjacent grounds, at the end of the rental. Lincoln YMCA shall also leave all fixtures, if any, in good working condition.
 4. Lincoln YMCA shall not store any equipment or materials at the Facility or adjoining property without the prior written approval of the Lincoln FC Manager or his/her designee.
 5. Lincoln YMCA shall be responsible for any and all damage to the Facility and/or its contents during use. In the event damage occurs or excessive
-

cleaning is necessary, Lincoln YMCA shall be charged for any and all janitorial and/or repair fees incurred by the Lincoln FC as a result.

6. Lincoln YMCA will ensure that soccer goals will be staked or weighted with two 60# sand bags prior to allowing players on the field. If goals are moved from normal positioning on the field, the goals must be re-anchored as listed above.

Lincoln YMCA will replace the goals to normal field position at the end of ALL practices and games. Goals must be re-anchored at that time.

F. EQUIPMENT / ACCESSORIES

1. Lincoln FC will provide striped fields, goals and porta-potties,
2. Lincoln YMCA shall not remove, relocate, or take Lincoln FC property outside of the Facility for any reason.
3. Lincoln YMCA shall not drive motorized vehicles on field or green space

G. MISCELLANEOUS

1. Lincoln YMCA shall comply with all local, state, and federal laws and regulations related to the use of the Lincoln FC Facility.
 2. Lincoln FC reserves the right to determine if fields are playable in terms of environmental conditions, i.e. excessive rain, heat, etc.
 3. Lincoln FC reserves the right to take fields out of play for maintenance periods. If so, Lincoln FC will provide alternative fields on site for YMCA usage.
 4. Lincoln YMCA shall not admit a larger number of individuals than can lawfully, safely, and freely move about the Facility.
 5. Gambling of any kind is not permitted at the Facility
 6. Smoking and alcohol use is not permitted at the Facility.
 7. No animals are permitted at the Facility, with the exception of guide dogs.
-

8. If Lincoln YMCA violates any part of this agreement or reports false information to the Lincoln FC, the Lincoln FC may refuse Lincoln YMCA further use of the Facility.
9. The Lincoln YMCA may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
10. Any person aggrieved by the Lincoln FC's decision with respect to this agreement may appeal to the Lincoln FC Manager or his/her designee in writing no later than five (5) days after the Lincoln FC's decision has been communicated to the aggrieved party.
11. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IMPORTANT: Read prior to signing below.

I am an authorized agent of the organization submitting this sub lease agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

YMCA Signature  Print name Matt Whitehead

Title: Interim Director Lincoln YMCA Organization Lincoln Area YMCA
Address: 604 Broadway St., #1 Lincoln

Phone: YMCA: 217-872-3835 x 123 Email: Matt.whitehead@decaturymca.org

Lincoln FC Signature:  Print Name: Todd Mourning

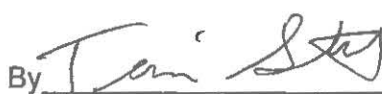
Title: Board Member Lincoln FC Organization: Lincoln FC Address: 639 Malerich Drive, Lincoln, IL

Phone: 217-737-3460

LINCOLN FC USE ONLY

☒ Approved
☐ Disapproved

By



Date

5/8/19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/09/2019

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

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

PRODUCER Morlearty Insurance Services 617 KEOKUK ST LINCOLN IL 62656-2173		CONTACT NAME: Lindsay Volle PHONE (A/C, No, Ext): (217) 732-7341 FAX (A/C, No): (217) 732-9340 E-MAIL ADDRESS: lindsay@dpcminsurance.com	
INSURED Lincoln Area YMCA 604 Broadway St Lincoln IL 62656-2742		INSURER(S) AFFORDING COVERAGE INSURER A: WEST BEND MUT INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 15350	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		A340115	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>				N/A	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

These policies are continuous until cancelled.

CERTIFICATE HOLDER**CANCELLATION**

Attn: Beth Kavelman City Of Lincoln 700 Broadway St Lincoln IL 62656	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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LINCOLN POLICE DEPARTMENT

CHIEF OF POLICE PAUL ADAMS



DEPUTY CHIEF MATTHEW VLAHOVICH

To: City Administrator Beth Kavelman
From: Chief of Police, Paul Adams
Meeting Date: May 14th, 2019

Re: District 27 School Resource Officer Agreement

Background

In 2014 the Lincoln Police Department started a School Resource Officer (SRO) program with Lincoln Community High School district #404. An SRO is a full time police officer assigned to the school trained in school-based policing and crisis response, assigned by the employing law enforcement agency to work with the school using community-oriented policing concepts. Having our police officers integrated in our community is one of the strategic goals we have as we attempt to bridge the gap between our youth and our police officers. Officer Tim Butterfield has been instrumental in lowering fights, property crime, and general school behavior issues by working with the students at LCHS. Most importantly with the issue of school shootings we have an armed police officer protecting our children. Lincoln Police Department follows standards as prescribed by the National Association of School Resource Officers (NASRO). Assigned SRO will complete the NASRO basic SRO course.

Analysis/Discussion

During discussions in budget negotiations and with discussions with District 27 and District 404 Superintendents, we helped negotiate an equal and fair way to divide the costs of hiring an additional officer while decreasing the financial burden to the City. District 27 has been provided with a contract that is similar to the already approved contract with District 404. District 27 has approved the contract through their legal counsel and their Board has approved it.

The Lincoln City Council would also need to approve the attached agreement and authorize the Mayor to sign the agreement that would take effect on August 1, 2019, and all future agreements as long as there is no changes in the agreement.

The City Council would also need to approve the hiring of replacement patrol officer due to the assignment effective August 1, 2019. Officer would be hired from the existing Fire and Police Commission approved list, unless it is exhausted, of which we are currently in the testing process that will be effective in September.

LINCOLN POLICE DEPARTMENT

CHIEF OF POLICE PAUL ADAMS



DEPUTY CHIEF MATTHEW VLAHOVICH

Fiscal Impact

The additional amount that the City would incur would be \$36,619.83 which includes half of the base salary and all benefits as provided by the City Clerk's Office. As we discussed during the budget that the Police Department would not be adding additional Administrative staff that would have cost the City approximately \$29,000 plus \$12,900 in benefits that was approved in the FY19 budget. The City would actually not incur any additional cost and would actually be a savings.

COW Recommendation

Place on the May 20, 2019 agenda to approve:

1. District 27 School Resource Officer Agreement effective August 1, 2019, and approve the Mayor signing authority in regards to the Agreement.
2. Approve the hiring of a replacement police officer effective August 1, 2019.

Attachments:

District 27 School Resource Officer Agreement for School Year 2019-2020

Lincoln Police Department and Lincoln Elementary School District #27
School Resource Officer
Contractual Agreement

THIS AGREEMENT is entered in this _____ day of _____, 2019, by and in between the City of Lincoln, Lincoln Police Department (hereinafter referred to as "LPD") and Lincoln Elementary School District #27 (hereinafter referred to as "School District").

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. Purpose. This agreement establishes and delineates the mission of the School Resource Officer Program, herein after to as the SRO Program, as a joint cooperative effort. The agreement formalizes relationships between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between Police Officers and the youth of our community, help ensure the safety of school students, in addition to reducing crime committed by juveniles and young adults.

2. Mission. The mission of the SRO Program is the reduction and prevention of the school related violence and crime committed by juveniles and young adults. This is accomplished by assigning a Lincoln Police Officer as a SRO to the School District on a permanent basis. The SRO Program accomplishes this mission by creating and maintaining safe, secure and orderly learning environments for students, teachers and staff. The SRO will establish trusting channels of communication with students, parents and teachers. The SRO will serve as a positive role model to instill in students good moral standards, good judgment, respect for other students and a sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better informed and effective citizens, empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law.

3. Organizational Structure.

A. Composition. The SRO (School Resource Officer) Program will consist of one (1) full-time Lincoln Police Officer who is an Illinois Training and Standards Board Certified Police Officer and meets all requirements as set forth by LPD Policies and Procedures.

B. Supervision. The day-by-day operational and administration control of the SRO Program will be the responsibility of the Lincoln Police Department in cooperation with School District administrators. Responsibility for the conduct of the SRO personnel, both personally and professionally, shall remain with the Lincoln Police Department. The School Resource Unit is assigned to the Criminal Investigation Division of LPD.

On a daily basis, the School Resource Officer will collaborate with school and district administration on many issues, including the disposition of various situations they may

encounter. The SRO will report to the school's administrators; however their ultimate responsibility is to carry out their duties as police officers, as expressed and interpreted through the Lincoln Police chain of command.

- C. Employee Status.** LPD and the assigned officer shall have the status of an independent contractor with respect to the School District for purposes of this Agreement. The officer assigned to the School District shall be considered to be an employee of the LPD and shall be subject to its control and supervision. The assigned officer will be subject to current procedures in effect for certified police officers. The parties agree that no person supplied by the School District to accomplish the goals of this Agreement is a LPD employee and that no right under LPD employment, retirement, or personnel rules accrue to such person, and the parties agree that no person supplied by LPD to accomplish the goals of this Agreement is a School District employee and that no rights under school district employee, retirement, or personnel rules accrue to such person.

4. Procedures.

- A. Concept.** The SRO Program shall utilize the SRO Triad concept as set forth by NASRO (National Association of School Resource Officers). The SRO Triad concept generally means that the officers assigned to the program are law enforcement officers, law-related counselors and instructors for law enforcement topics. SROs are first and foremost law enforcement officers for the responsibilities of a police officer and shall remain at all times under the control, through the chain of command, of LPD. All acts of commission or omission shall conform to LPD Policy and Procedures. SROs are enforcement officers in regards to criminal matters only and not enforcers of school regulations. SROs are not school disciplinarians and should not assume this role.

The SRO will report directly to LPD supervisor in connection with the assignment of law enforcement instruction and normal law enforcement duties. The SRO is not a formal counselor, and will not act as such, however, they are to be used as law-related resources to assist students, faculty, staff, and all persons involved with the School District.

The SRO is to be used as an instructor of law enforcement topics, and will provide instruction when the School District requests it under the supervision of a certified teacher. The SRO can instruct on a variety of law enforcement subjects to students and staff, including alcohol and drug education. The SRO may use this instruction to build rapport between the students and the staff while under the supervision of a certified teacher.

- B. Duties.** Lincoln Police Department responsibilities of the SRO will include, but not limited to:

1. To enforce criminal law and protect the students, staff and public at large against criminal activity;

2. Provide information concerning questions about law enforcement topics to students and staff;
3. Speak to students on a variety of law enforcement related topics including, but not limited to, narcotics, safety, public relations, occupational training, leadership and life skills when the School District requests it under supervision of a certified teacher;
4. Coordinate investigation procedures between Police and school administrators;
5. Provide law-enforcement issue related counseling to students, staff and faculty as needed;
6. Provide interior and exterior security recommendations;
7. Facilitate school safety drills as required by law;
8. Handle initial police reports of crime committed on school grounds;
9. Take law enforcement action on criminal matters when appropriate;
10. Wear an approved police uniform at all times or other apparel approved by LPD;
11. Attend school special events as assigned by LPD

C. Enforcement. Although the SRO has been placed in formal educational environment, they are not relieved of the official duties as an enforcement officer. Decisions to intervene formally will be made when it is necessary to prevent a criminal act or a criminal act has been discovered. Citations may be issued and/or arrests may be made when appropriate and in accordance with police department standard operating procedures.

5. Equipment and Working Conditions.

A. LPD Responsibilities. LPD shall provide one (1) SRO officer who has or shall be trained as a school resource officer. Each officer shall be a fully equipped non-probationary Lincoln Police Officer in good standing.

B. School District Responsibility. The school District shall provide the SRO the following materials and facilities, which are deemed necessary to the performance of the SROs duties:

1. The SRO shall be provided a full time office that is air-conditioned, heated, properly lighted, and private, which shall contain a telephone and broadband networking lines, large enough for four persons to sit comfortably, which may be used for general business purposes;
2. A location for files and records, which can be properly locked and secured;
3. A desk with drawers, 4 chairs, and filing cabinet;
4. Access to and encouragement of classroom participation by the SRO;
5. Opportunity for the SRO to address teachers and school administrators about the SRO **Program**, goals and objectives.

C. Reporting of Serious Crimes. If an investigation uncovers evidence of serious crime as defined in state law or federal law, the school official shall notify the SRO, the student's parent/guardian, and the appropriate school personnel.

6. Time and Place of Performance. LPD will endeavor to have the SRO available for duty at the assigned school each day that school is in session during the regular school year. LPD is not required to furnish substitute officers on days when the regular SRO is absent due to authorized leave, Police Department training requirements, or as serious situations arise. LPD will provide a substitute officer for the SRO when there is an available officer, at the Chief of Police's discretion. The Chief of Police at all times maintains the authority to assign an officer to other duties, whether on a temporary basis or a permanent basis.

7. Evaluation. It is mutually agreed that the School District shall evaluate annually the SRO program and the performance of the SRO with forms developed jointly by the parties. The evaluation shall be shared with the Chief of Police. It is further understood that the School District evaluation of the officer is advisory only and that LPD retains the final authority to evaluate the performance of the SRO. The SRO will provide a monthly activity report to the School District and Chief of Police prior to the School District Board monthly meeting.

8. Reimbursement. The School District shall reimburse the Lincoln Police Department for the partial cost of one (1) officer for the program. Accordingly, the cost set forth herein is the total cost to be paid by the District and is not calculated on an hourly basis or actual time basis but for the program as a whole.

The School District shall pay an annual cost of \$36,619.83 (half of cost of an officer) for the 2019-2020 school years. The payments may be made payable in twelve monthly installments in the amount of \$3051.66 or in full the end of this agreement. Those payments will be sent to the City Clerk of Lincoln, 700 Broadway, Lincoln, IL. 62656. Annual costs covers half for health insurance, liability insurance, and workman compensation insurance. LPD will be responsible for any overtime costs.

9. Insurance and Indemnification. LPD agrees to hold the School District, its agents and employees free, harmless and indemnified from and against, any and all claims, suits or causes of actions, arising from or in any way, out of the performance of the duties of the SRO officers. The School District agrees to the extent allowed by law to hold LPD, its agents and employees free, harmless and indemnified from and against, any and all claims, suits or causes of actions arising from or in any way of the performance of School District employees.

10. School Records and Non-Disclosure. LPD and the School District recognize that the Family Educational Rights and Privacy Act (20 U.S.C. 1232g, et. seq.) ("FERPA") and the Illinois School Student Records Act (105 ILCS 10 et. seq.) ("ISSRA") impose substantial limitations upon the circumstances under which student record information may be disclosed to persons who are not the student's parents/guardians or employees of the School District. This Agreement shall be construed only so as to permit lawful disclosure by the School District of student record information to police officers assigned to the District by LPD. In accordance with ISSRA, the SRO will be trained and certified as an Illinois Police Juvenile Officer whose assignment and official duty as SRO includes the investigation and disposition of crimes and offenses that may have been committed by juvenile offenders. The SRO shall abide by all applicable laws, regulations and rules concerning restrictions on disclosure and re-disclosure of student record information pursuant to ISSRA and FERPA, and the School District shall not violate or direct the

SRO to violate ISSRA, FERPA or School District rules regarding disclosure and re-disclosure. In addition to the rules, regulations, policies and operating procedures of LPD and the City, the SRO, LPD and the City shall abide by the applicable rules, regulations, policies and procedures of the School District regarding disclosure of school student record information pursuant to FERPA and ISSRA, expressly including the Reciprocal Reporting guidelines established pursuant to Section 10-20.14 of the School Code (105 ILCS 5/10-20.14).

11. Terms of the Agreement. The term of the agreement is one year (1) year commencing on the 1st day of August, 2019, ending on 31st day of July, 2020.

Lincoln Elementary School District #27

By: _____

President, Board of Education

ATTEST:

Secretary, Board of Education

City of Lincoln

Mayor

ATTEST:

City Clerk

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln
FROM: Walt Landers, Street Superintendent
MEETING
DATE: May 14, 2019
RE: 2019 Draft Motor Fuel Tax Maintenance Program Resolution

Background

Each year the City must provide a budget and design guidelines to the Illinois Department of Transportation (IDOT) for its expenditures using Motor Fuel Tax (MFT) proceeds, the use of MFT funds are limited to the engineering, labor, maintenance, material and construction of roadways, sidewalks, and curb and gutters. Expenses which are limited in the resolution must take place within the City's current fiscal year. In order to be reimbursed for the use of these funds, IDOT must approve the planned expenditures

Analysis/Discussion

In the 2019 program, the City is scheduled to have appropriated an amount of \$575,000.00, of MFT funds for the purpose of maintaining streets, sidewalks, curb and gutter and other related expenses. As mentioned before the program expenses will run from May 1, 2019 to April 30, 2020. An itemized listing of expenses is included along with this memo.

Fiscal Impact

The expenses planned for the 2019/2020 MFT Maintenance program are included in the MFT Budget.

COW Recommendation

Place the 2019/2020 MFT Maintenance Program Resolution on the agenda of the Regular City Council Meeting on May 20, 2019.

Council Recommendation:

Adopt the 2019/2020 MFT Maintenance Program Resolution as presented.



Illinois Department
of Transportation

Resolution for Maintenance
Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
	Original	19-00000-00-GM

BE IT RESOLVED, by the Council of the City of
Governing Body Type Local Public Agency Type
Lincoln Illinois that there is hereby appropriated the sum of
Name of Local Public Agency

Five hundred seventy-five thousand, and 00/100 Dollars (\$575,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

05/01/19 to 04/30/20
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Lincoln
Local Public Agency Type Name of Local Public Agency

shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Ms. Peggy Bateman City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type
of Lincoln in the State of Illinois, and keeper of the records and files thereof, as
Name of Local Public Agency

provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council of Lincoln at a meeting held on 05/20/19
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 20th day of May, 2019
Day Month, Year

(SEAL)

Clerk Signature

--

APPROVED

Regional Engineer
Department of Transportation

Date

--	--



Estimate of Maintenance Costs

Submittal Type **Original**

Local Public Agency

County

Section Number

Maintenance Period

Beginning

Ending

City of Lincoln

Logan

19-00000-00-GM

05/01/19

04/30/20

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
1. Spot Patching	IIA	No	Bituminous Cold Mix	Ton	160	\$130.00	\$20,800.00	
	IIA	No	Bituminous Hot Mix	Ton	50	\$140.00	\$7,000.00	
	IIA	No	Labor	Hr	1,100	\$27.50	\$30,250.00	
	IIA	No	Equipment	Hr	960	\$27.50	\$26,125.00	\$84,175.00
2. Cleaning Inlets and Culverts	IIA	No	Labor	Hr	400	\$27.50	\$11,000.00	
	IIA	No	Equipment	Hr	400	\$27.50	\$11,000.00	\$22,000.00
3. Gutter Cleaning	IIA	No	Labor	Hr	1,500	\$27.50	\$41,250.00	
	IIA	No	Equipment	Hr	1,500	\$55.00	\$82,500.00	\$123,750.00
4. Snow and Ice Removal	IIA	No	Labor	Hr	850	\$27.50	\$23,375.00	
	IIA	No	Equipment	Hr	850	\$27.50	\$23,375.00	
	I	No	Road Salt	Ton	365	\$110.00	\$40,150.00	\$86,900.00
5. Traffic Signal Electric Service	I	No	Electrical Energy	LSum	1	\$96,000.00	\$96,000.00	\$96,000.00
6. Sidewalk Replacement	IV	Yes	Contract	LSum	1	\$125,000.00	\$125,000.00	\$125,000.00
7. Curb and Gutter and Sidewalk Replacement	IIA	No	Labor	Hr	550	\$27.50	\$15,125.00	
	IIA	No	Equipment	Hr	480	\$27.50	\$13,200.00	
	IIA	No	Concrete	CY	130	\$110.00	\$14,300.00	\$42,625.00
8. Spray Patching	IIA	No	Bit. Matl. Spray Patch	Gal	5,500	\$5.75	\$31,625.00	
	IIA	No	Spray Patch Aggregate	Ton	200	\$20.00	\$4,000.00	\$35,625.00
Total Operation Cost								\$618,075.00

Add Row

Estimate of Maintenance Costs

Submittal Type **Original**

Local Public Agency	County	Section	Maintenance Period	
City of Lincoln	Logan	19-00000-00-GM	Beginning	Ending
			05/01/19	04/30/20

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	Other Funds	Estimated Costs
Local Public Agency Labor	\$121,000.00	\$0.00	\$121,000.00
Local Public Agency Equipment	\$156,200.00	\$0.00	\$156,200.00
Materials/Contracts(Non Bid Items)	\$213,875.00	\$0.00	\$213,875.00
Materials/Deliver & Install/Request for Quotations (Bid Items)	\$0.00	\$0.00	\$0.00
Formal Contract (Bid Items)	\$0.00	\$125,000.00	\$125,000.00
Maintenance Total	\$491,075.00	\$125,000.00	\$616,075.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	Other Funds	Total Est Costs
Maintenance Engineering	\$22,098.50	\$0.00	\$22,098.50
Material Testing	\$0.00	\$0.00	\$0.00
Advertising	\$0.00	\$0.00	\$0.00
Bridge Inspection Engineering	\$0.00	\$0.00	\$0.00
Maintenance Engineering Total	\$22,098.50	\$0.00	\$22,098.50

Total Estimated Maintenance	\$513,173.50	\$125,000.00	\$638,173.50
------------------------------------	---------------------	---------------------	---------------------

Remarks

Item #6 construction to be paid with City General Funds

SUBMITTED

Local Public Agency Official	Date

Title
Mayor

APPROVED

County Engineer/Superintendent of Highways	Date

Regional Engineer Department of Transportation	Date



**Illinois Department
of Transportation**

**Maintenance Engineering to be
Performed by a Consulting Engineer**



Local Public Agency

City of Lincoln

County

Logan

Section Number

19-00000-00-GM

The services to be performed by the consulting engineer, pertaining to the various items of work included in the estimated cost of the maintenance operations (BLR 14221 or BLR 14231), shall consist of the following:

PRELIMINARY ENGINEERING shall include:

Investigation of the condition of the streets or highways for determination (in consultation with the local highway authority) of the maintenance operations to be included in the maintenance program; preparation of the maintenance resolution (BLR 14220 for municipalities and counties), maintenance estimate of cost and, if applicable, proposal; attendance at meetings of the governing body as may reasonably be required; attendance at public letting; preparation of the contract, quotations, and/or acceptance (BLR 12330) form. Also, preparation of the maintenance expenditure statement which must be submitted to IDOT within 3 months of the end of the maintenance period.

ENGINEERING INSPECTION shall include:

Furnishing the engineering field inspection, including preparation of payment estimate for contract, material proposal and/or deliver and install proposal and/or checking material invoices of those maintenance operations requiring engineering field inspection. For operations requiring material testing ensure the testing is completed by a qualified firm.

For furnishing preliminary engineering, the engineer will be paid a base fee PLUS a negotiated fee percentage. Only one base fee can be charged per maintenance period. For furnishing engineering inspection, the engineer will be paid a negotiated fee percentage. The negotiated preliminary engineering fee percentage for each maintenance group shown in the "Schedule of Fees" shall be applied to the total estimated costs of that group. The negotiated fee for engineering inspection for each maintenance group shall be applied to the total final cost of that group for the times which required engineering inspections. In no case shall this be construed to include supervision of the contractor operations.

SCHEDULE OF FEES

Total of all Maintenance Operations:

☐ ≤ \$20,000 Base Fee

☒ > \$20,000 Base Fee = \$1,250.00

PLUS					
Maintenance Engineering Category	Preliminary Engineering		Engineering Inspection		Operation(s) to be Inspected
	Maximum Fee %	Negotiated Fee %	Maximum Fee %	Negotiated Fee %	
I	NA	NA	NA	NA	NA
IIA	2%	2%	1%		
IIB	3%		3%		
III	4%		4%		
IV	5%	5%	6%	6%	#6

The LPA certifies that the selection of the ENGINEER was performed in accordance with the Local Government Professional Service Selection Act 50 (ILCS 510/1-510/8) and procedures outlined in Chapter 5 of the DEPARTMENT's Bureau of Local Roads and Streets Manual.

BY:

Local Public Agency Signature

Date

Title

Mayor

BY:

Consulting Engineer Signature

Date

Title

Engineering Manager

P.E. Seal

Date

Approved:

Regional Engineer, IDOT

Date



Equipment Rental Schedule



Local Public Agency

Lincoln

County

Logan

Section Number

19-00000-00-GM

I hereby request approval of the use of MFT funds to pay rental for the equipment listed below at the rates shown. The equipment is owned by City of Lincoln, and is to be used on the above named section.

Name of Entity

Rental Rates calculated using:

☒ Schedule of Average Ownership Equipment Rental Expense Multiplier Used 1.448

☐ Blue Book ☐ Custom Rate from IDOT (attach documentation)

Item of Equipment	Manufacturer	Model	Size	Year Built	Page No.	Current Rental Rate	Operator Rate	Total Cost	
#1 Pickup	Chevrolet	pu/gas	half ton	2000	51	\$13.61		\$13.61	-
#2 Dump						\$39.07		\$39.07	-
#2 Plow	Flink	Rev.			40	\$13.76		\$13.76	-
#3 Dump	Ford		1 Ton	2014	52	\$39.07		\$39.07	-
#3 Plow	Flink	Rev.			40	\$13.76		\$13.76	-
#4 Dump	Ford		1 Ton	2014	52	\$39.07		\$39.07	-
#4 Plow	Flink	Rev.			40	\$13.76		\$13.76	-
#5 Flat Bed	Chevrolet	flat/gas	3/4 Ton	2008	50	\$16.11		\$16.11	-
#5 Plow	Western	Rev.			40	\$13.76		\$13.76	-
#6 Dump	International	dp/deal	4900	1993	52	\$39.07		\$39.07	-
#6 Plow	Flink	Rev.			40	\$13.76		\$13.76	-
#6 Spreader	Flink	PTO			43	\$8.54		\$8.54	-
#7 Dump	International	dp/deal	7400	2008	52	\$39.07		\$39.07	-
#7 Plow	Flink	Rev.			40	\$13.76		\$13.76	-
#7 Spreader	Flink	PTO			43	\$8.54		\$8.54	-
#8 Dump	International	dp/deal	4900	2008	52	\$39.07		\$39.07	-
#8 Plow	Flink	Rev.			40	\$13.76		\$13.76	-
#10 Dump	International	dp/deal	4300	2010	52	\$39.07		\$39.07	-
#10 Plow	Henderson	Rev.			40	\$13.76		\$13.76	-
#10 Spreader	Henderson	PTO			43	\$8.54		\$8.54	-
#11 Utility	Ford	util/deal	1 Ton	1997	51	\$13.61		\$13.61	-
#13 Bucket	GMC	bkt/deal	1 Ton	1998	50	\$50.09		\$50.09	-
#14 Pickup	Chevrolet	pu/deal	3/4 Ton	2001	51	\$13.61		\$13.61	-
#14 Plow	Western	Rev.			40	\$13.76		\$13.76	-
#15 Flat Bed	GMC	flat/gas	1 Ton	1985	50	\$16.11		\$16.11	-
#16 Dump	International	dp/deal	4900	2001	52	\$39.07		\$39.07	-
#16 Plow	Flink	Rev.			40	\$13.76		\$13.76	-
#17 Dump	International	dp/deal		2001	52	\$39.07		\$39.07	-

Local Public Agency

County

Section Number

Lincoln

Logan

19-00000-00-GM

Item of Equipment	Manufacturer	Model	Size	Year Built	Page No.	Current Rental Rate	Operator Rate	Total Cost	
#17 Plow	Flink	Rev.			40	\$13.76		\$13.76	-
#9 Bucket Truck	Chevrolet	bkt/deal	K7900	2003	50	\$61.83		\$61.83	-
Pelican Sweeper	Elgin	series p		1998	44	\$65.96		\$65.96	-
Allianz Sweeper	Johnson	mx450		2007	44	\$65.96		\$65.96	-
Wheel Loader	John Deere	524k		2012	46	\$55.40		\$55.40	-
Backhoe #1	John Deere	310sj		2008	46	\$50.43		\$50.43	-
Backhoe #2	John Deere	310e		1998	46	\$38.13		\$38.13	-
Motor Grader	Dresser	850		1982	21	\$64.67		\$64.67	-
Distributor	International	ldstarr		1974	14	\$27.64		\$27.64	-
Chip Spreader	Etnyre	k4664		1984	42	\$74.86		\$74.86	-
#1 Tractor/Mower	John Deere	6210		2000	45	\$29.15		\$29.15	-
#2 Tractor/Mower	Kioti	dk45s		2005	45	\$26.79		\$26.79	-
Air Compressor	Ingersoll Rand	175		1979	10	\$14.55		\$14.55	-
Asphalt Zipper		az480h		2004	9	\$42.57		\$42.57	-
Tire Roller	Bros Roller	ap54		1999	34	\$33.42		\$33.42	-
Street Roller	Rex Roller	900		1978	34	\$42.96		\$42.96	-
Brush Chipper	Brush Bandit	200x		1991	5	\$22.63		\$22.63	-
Skid Steer	Bobcat	S570		2004	46	\$26.34		\$26.34	-
Snow Blower					39	\$5.79		\$5.79	-
Street Broom					6	\$6.95		\$6.95	-
Spray Patcher	Total Patcher	Vortex		2015		\$47.62		\$47.62	-
#12 Dump	International	dp/deal	4900	1997	52	\$39.07		\$39.07	-
Add:									

Submitted:

Local Public Agency Signature

Date

For a Road District project County Engineer signature required.

County Engineer Signature

Date

Approved:

Regional Engineer, DOT

Date

MEMORANDUM

TO: Mayor Seth Goodman and Members of the City Council

FROM: Wes Woodhall, Building and Safety Official

DATE: May 14, 2019

RE: Fast Track Demolition 1023 N. Sangamon St.

Background: The last property the Building and Safety Department intends on demolishing under the FY 1018/2019 budget is 1023 N. Sangamon St. The owner of this property has been deceased for over two years and no next of kin or responsible parties have been able to be located. Water and Sewer services were shut off in September of 2016 and a monetary lien is in place from the sewer department. Taxes have not been paid in the same amount of time. The property has had many ordinance violations dating back to 2011. The structure itself is in an advanced state of dilapidation and is a danger to the general public while being a continuous eye sore and source of blight. There are multiple breaches to the home, severe roof damage and there is roughly 6-8 inches of standing water in the basement. There are large piles of trash, debris and refuse on multiple areas of this property and unfortunately members of the general public have now start using this property as a dumping ground. Feral animals are found in and around this property on a consistent basis.

Analysis/Discussion: The Building and Safety Department reached out to five contractors and received two bids in return:

Byrne's Backhoe & Excavating:	\$6,250.00
Harold Goodman Inc.:	\$8,400.00

Given that the estimate from Byrne's Backhoe and Excavating was the low bid the Building and Safety Department would like to proceed with the demolition of this dangerous structure using this contractor. All title work, required mailings and postings have been completed. Demolition may proceed on May 12, 2019 once all utilities have been confirmed to be abandoned and disconnected. Tonnage dumping fees will be paid by the City of Lincoln from the demolition budget line item.

COW Recommendation: Place on Council agenda for approval of using budgeted funds for the fast track demolition of 1023 N. Sangamon St.

Fiscal Impact: Money for this project will be allocated from the FY 2018/2019 budget, line item 02-0224-8599.

Council Recommendation: Approve bid from Byrnes Backhoe & Excavating for the demolition, removal and clearing of the property at 1023 N. Sangamon St.



CERTIFICATE OF LIABILITY INSURANCE

Fax: (217)732-2148

DATE (MM/DD/YYYY)
10/05/2018

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

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

PRODUCER Goodenow Insurance Agency Inc. 719 North Grand Ave East Springfield, IL 62702	CONTACT NAME Shannon Elliott PHONE Alt. No. Ext: (217)623-6443 FAX Alt. No: (217)623-6456 E-MAIL ADDRESS: shannon@goodenowinsurance.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Erie Insurance Group 28271 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED JASON BYRNE DBA: Byrne's Backhoe & Excavating 1836 600 Street Mount Pulaski, IL 62548	

COVERAGES **CERTIFICATE NUMBER: 00000000-184857** **REVISION NUMBER: 7**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED (YES/NO)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC OTHER:		Q31-2700843	07/27/2018	07/27/2019	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000/
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

For jobs located at 107 N Monroe, Lincoln, IL 62656

CERTIFICATE HOLDER

City of Lincoln
 700 Broadway Street
 Lincoln, IL 62656

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

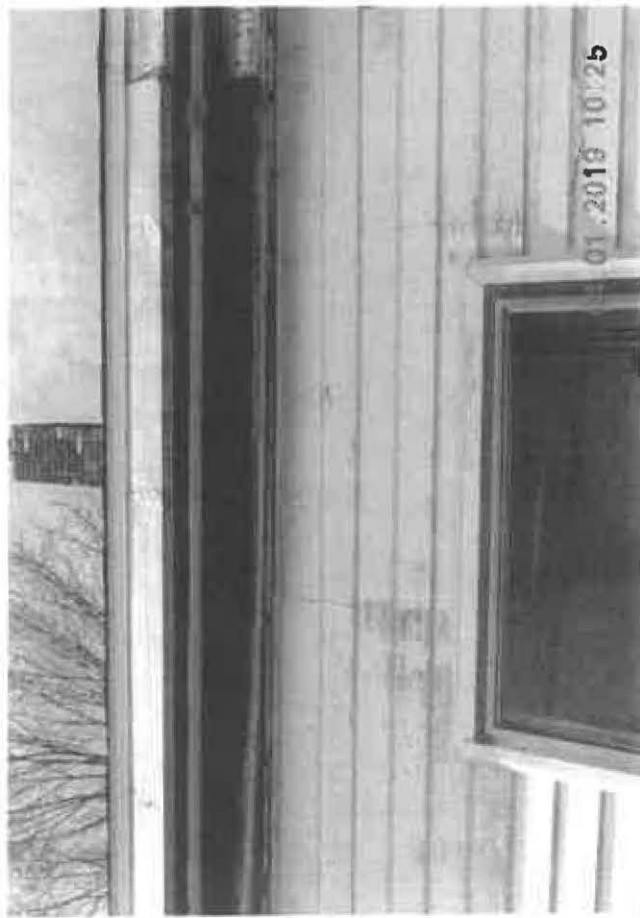
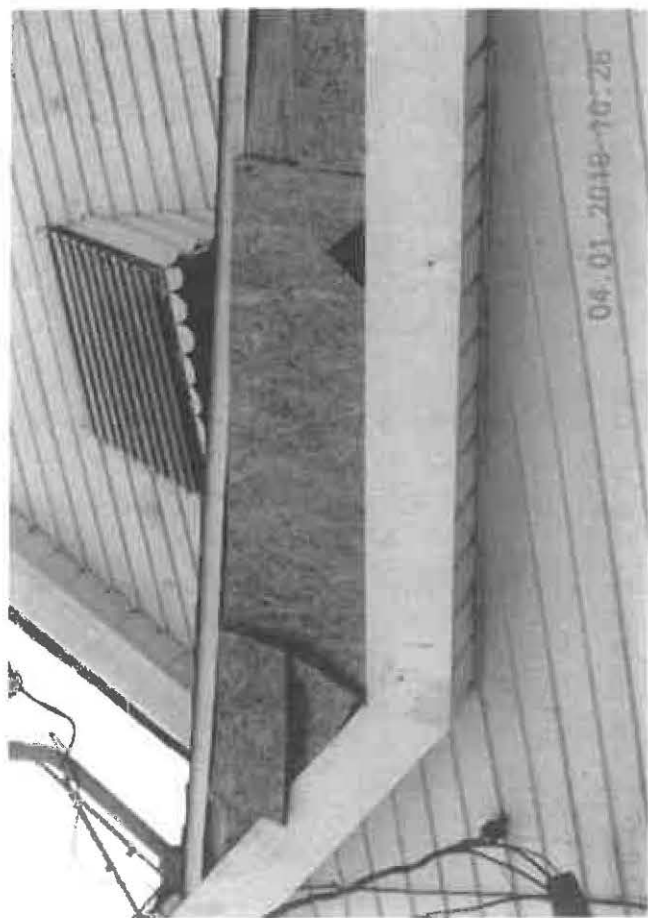
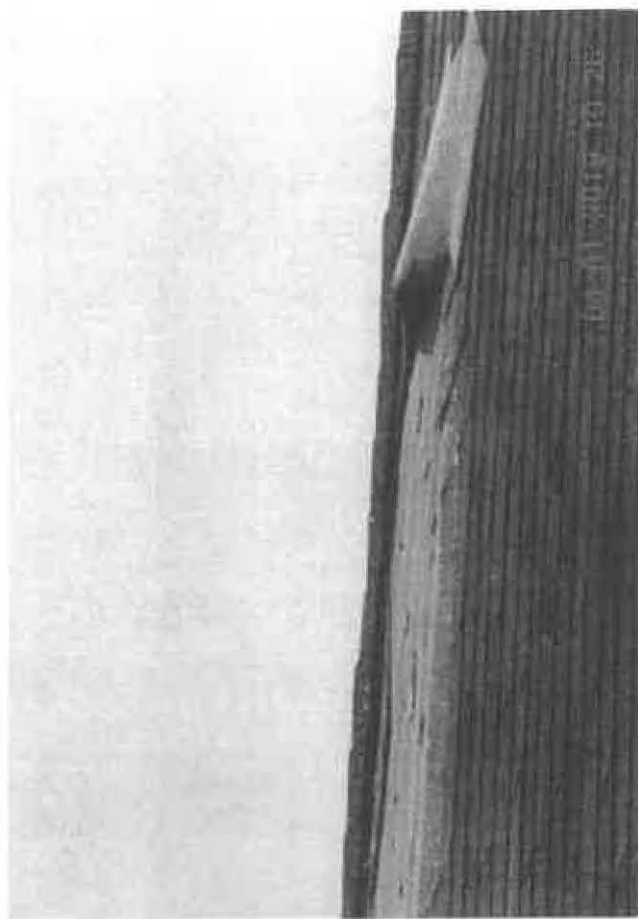
AUTHORIZED REPRESENTATIVE

Shannon Elliott

(SKE)

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MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Walt Landers, Street Superintendent

MEETING

DATE: May 14, 2019

RE: South Kickapoo St. Resurfacing Analysis

Background:

South Kickapoo St. From Clinton St. to Wyatt Ave are two sections of street that are in need of resurfacing. The Paver pavement index score of these two sections of street score a three for Clinton to Decatur St and a nine for Decatur to Wyatt out of a one hundred point scale. Although it is not always the best practice to approach resurfacing from a worst first prospective, I believe the City should address this section of street this year. It is a main travel corridor to Lincoln Community High School, the Lincoln Park District and is traveled by many visitors who come to our City. This section of street also carries most of the bus traffic for the high school and is also used by larger commercial vehicles coming and going from the Contractors Ready Mix Plant, Logan County Highway Dept, RBC Towing and our own Waste Water Treatment Plant. Our office has received calls and messages from many citizens to express their concerns about the condition of this street.

Analysis/Discussion:

In April core samples were taken along this two section of street to determine the structure of the current pavement and also what type of subgrade soil is under the street. That report is included with this memo. Those samples revealed that the current makeup of the pavement is 3.5" of asphalt over brick pavement.

Working with Joe Adams of Farnsworth Group we have come up with two options for resurfacing or reconstructing Kickapoo St. One option is to mill off the existing asphalt surface and replace it with the same. This option would have a lower construction cost and a quicker construction duration with less impact on motorist who use this street on a regular bases. The challenges would be milling the old pavement without damaging the brick surface underneath or the existing curb and gutter. This application would basically mirror what is currently in place. This options estimated cost would be \$170,000.00 for construction and \$18,700.00, in engineering and design for a total of \$188,700.000.

The second option would be to remove the existing asphalt and brick layers and replace with new Portland cement concrete pavement. This would also include new Curb and Gutter that would improve drainage for these sections of street. This project would likely take longer to complete and would have a bigger impact on motorist, but the final product should be expected to perform similar to the adjacent concrete on Kickapoo St. south of Wyatt Ave. The construction cost is higher as well as the estimated design fee since this reconstruction project will require additional survey and roadway technical design sheets that a mill and overlay would not. This options estimated construction cost would be \$395,000, and \$55,000, in engineering and design for Total of \$450,000.00.

These cost are not final but should be relatively close. Our current budget for resurfacing for 2019, is \$500,000.00, so if the first option was chosen we would have additional funds to address other streets. If the second option is chosen it would take our entire resurfacing budget but you would have a final product that will have a much longer life cycle and be consistent with other sections of the street to the south.

The City should be receiving an additional \$60,060.00, from Illinois American Water for resurfacing associated with water main replacement projects that will begin in the near future. These funds may be used at the City's discretion.

COW Recommendation:

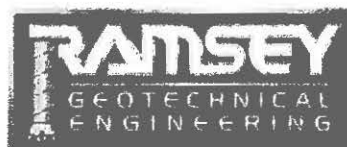
Discuss each option and choose the one that gives the best benefit to the City of Lincoln and move forward with the preparation detailed engineering agreement. Place on the agenda of the May 20, 2019, Regular City Council Meeting.

Council Recommendation:

Approve one of the options for resurfacing the two sections of South Kickapoo St. and move forward with detailed engineering agreement.

April 17, 2019

Mr. Walt Landers
City of Lincoln
700 Broadway Street
Lincoln, IL 62656



1701 W. Market Street
P 309-821-0430
F 309-821-1242

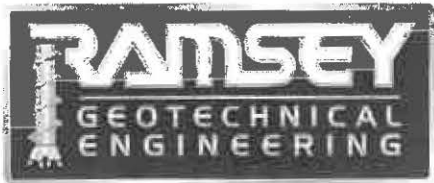
**RE: Pavement Cores
Kickapoo Street
Lincoln, Illinois
RGE Job 19-076
Report No. 1**

Dear Mr. Landers:

As requested, we have completed cores along a section of Kickapoo Street in Lincoln, Illinois in order to determine the pavement component types and thicknesses and the characteristics of the subgrade soils. A total of four (4) cores were completed in alternating lanes between Clinton Street and Wyatt Avenue. The specific locations of the cores along with a description of the pavement components and thicknesses are provided on the attached Core Data Sheet. Pictures of the cores are also attached.

Respectfully Submitted,
RAMSEY GEOTECHNICAL ENGINEERING LLC

Douglas P. Ramsey, P.E.
President



RGE Job 19-076
April 17, 2019

RAMSEY GEOTECHNICAL ENGINEERING

1701 W. Market Street, Suite B, Bloomington, IL 61701-2641 - 309-821-0430 - FAX 309-821-1242

Kickapoo Street Lincoln, Illinois

CORE DATA SHEET

Core Number	1	2	3	4
Location	100' South of Clinton Street	100' North of Decatur Street	100' South of Decatur Street	125' North of Wyatt Street
Lane	North Bound	South Bound	North Bound	South Bound
Bituminous Pavement Thickness (Inches)	3.25	3	3.25	3.5
Brick Paver Thickness (Inches)	3	3	3	3
Sand and Gravel Aggregate Base Thickness (Inches)	6.25	7	8	7.5
Subgrade Soil Type	Silty Clay	Silty Clay	Silty Clay	Silty Clay
Subgrade Soil Moisture Content (%)	23.5	31.0	26.1	19.8
Subgrade Soil Penetrometer Reading (tsf)	3.0	2.0	2.5	2.5

Location references assume that Kickapoo Street runs in a north-south direction.

C-1



C-2



C-3



C-4

