

CITY OF LINCOLN
COMMITTEE OF THE WHOLE MEETING
AGENDA
MAY 25, 2021
CITY HALL COUNCIL CHAMBERS
7:00 PM

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Public Participation**
- 4. Swearing In- Paul Adams Chief of Police, Walt Landers Street Superintendent, Wes Woodhall Building & Safety Official.**
- 5. L. Keeley Construction, Inc. Union Street Pump Station – Work Directive Change Order No. 2**
- 6. Veolia CPI Increase**
- 7. Request for Special Use Permit at 410 Keokuk**
- 8. Ordinance removing Section 6-4-16 of Lincoln City Code “Intoxication”.**
- 9. Request to Permit: Lincoln Park District 9.11K run to Commemorate 20th year of 9-11. Race to begin 8:30 a.m. on Saturday, September 11, 2021.**
- 10. Request to Permit: Lincoln Community High School Homecoming Parade Friday, October 1, 2021 at 2:30 p.m.**
- 11. Request to Permit: Diversity & Inclusion Commission street closure in honor Juneteenth on Saturday, June 19, 2021.**
- 12. Proclamation – June 19, 2021 as Juneteenth Day**
- 13. Agreement between Logan County and City of Lincoln regarding Animal Control.**
- 14. Mayoral appointment to the Diversity & Inclusion Commission, Alderman Sam Downs and Jennifer Hunt.**
- 15. Mayoral appointment to the Fire & Police Commission, Eric Egnew, Cliff Marble and Jeff Hoinacki.**
- 16. Mayoral appointment to the Lincoln Planning Commission, Morris Trent**
- 17. Mayoral re-appointment to the Lincoln Planning Commission, Dean Colby and Lori Bless.**
- 18. Mayoral re-appointment to the Zoning Board of Appeals, Gene Mehan.**

Committee of the Whole Meeting 5/25/2021 Continue

- 19. Mayoral appointment of Tony Zurkammer to the Lincoln Liquor Commission.**
- 20. Mayoral re-appointment of Aimee Galvin and Cynthia Karr to the Historic Preservation Commission.**
- 21. Announcements:**
- 22. Possible Executive Session**
- 23. Adjournment**
- 24. Upcoming Meetings:** City Council: Monday, June 7, 2021 at 7:00 PM
Committee of the Whole Tuesday, June 15, 2021 at 7:00 PM

WORK DIRECTIVE CHANGE No. 2

Date Issued: _____
Date Effective: _____

Project: UNION STREET PUMP STATION
Owner: City of Lincoln
Contractor: L. Keeley Construction, Inc.
Engineer: Crawford, Murphy & Tilly, Inc.

Owner's Project No.: na
Contractor's Job No.:
Engineer's Project No.: 1700026.01

TO:
Kris Cook
L. KEELEY CONSTRUCTION, INC.
500 S. Ewing Avenue, Suite C
St. Louis, Missouri 63103
314.421.5933 Tel.

FROM:
Shannon Brady, Project Manager
CRAWFORD, MURPHY & TILLY, INC.
2750 West Washington Street
Springfield, Illinois 62702
217.787.8050 Tel.

RE: ADDITIONAL PAVEMENT REMOVAL & REPLACEMENT

Rfl No. _____ Spec. Section: _____ Paragraph: _____ Drawing: _____ Detail: _____

You are hereby directed to proceed promptly with the following changes:

Description of Change:

The Owner has determined that it will be in their best interest to have additional pavement removal and a uniform final pavement patch at the conclusion of construction. The Contractor is to expand the pavement removal adjacent to their open-cut trench operations between STA 49+75 to STA 34+08 to approximately 14' wide and provide a uniform hot-mix asphalt pavement replacement per Detail B1/Sheet C-503 at the conclusion of construction.

Purpose of Work Directive Change:

To cover the cost associated with expanding the pavement removal occurring during the prosecution of the work.

[X] Attachments: Plan Sheets C-108 through C-111

If a claim is made that the above change(s) have affected Contract Price or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change in Contract Price:

[] Unit Price [X] Lump Sum [] Other _____

Estimated increase (decrease) in Contract Price \$0.00 to \$100,000.00. If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Method of determining change in Contract Times:

[X] Contractor's Records [X] Engineer's Records [] Other _____

Estimated increase (decrease) in Contract Times: NONE

Substantial Completion: _____ days; Ready for Final Payment: _____ days.

Recommended by: _____
Engineer (Authorized Signature)

Date: _____

Authorized by: _____
Owner (Authorized Signature)

Date: _____

TRACY WELCH
MAYOR

PEGGY S. BATEMAN
CITY CLERK

CHARLES N. CONZO
CITY TREASURER

JOHN A. HOBLIT
CITY ATTORNEY



CITY OF LINCOLN, ILLINOIS

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

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

To: Mayor and Aldermen of the City of Lincoln

From: Andrew Bowns, Wastewater Project Manager

Meeting Date: May 25, 2021

RE: Veolia CPI Increase

Background

It is time to execute the CPI increase for Veolia. The CPI increase is calculated on an annual basis starting in May, based upon the water, sewer and trash index from the Bureau of Labor Statistics.

Analysis/Discussion:

The increase for this budget year amounts to 3.24%. This percentage increase will have a total cost \$1,320,172.44 for this fiscal year. The line item "50-7200-5227 Contract Operation" was budgeted for in the amount of \$1,325,000.

Fiscal Impact:

\$110,014.37 to be expensed from "50-7200-5227 Contract Operation" on a monthly basis.

Council Recommendation:

Approve the contractual CPI increase for Veolia, to continue the mutually beneficial relationship.

CITY COUNCIL

FIRST WARD
STEVE PARROTT

SECOND WARD
RON FLESHMAN
SAM DOWNS

THIRD WARD
KEVIN BATEMAN
WANDA ROHLFS

FOURTH WARD
RICK HOEFLE
KATHY HORN



Honorable Tracy Welch
Mayor - City of Lincoln
700 Broadway Street
Lincoln, IL 62656

RE: FY 2021 - 2022 Yearly Increase

Dear Mayor Welch,

We are at the time of the year for Veolia's contractual increase to its O&M fee for the operation of the wastewater plant and collections system. We have calculated the increase as a total cost of \$1,320,172.44 for the 2021-2022 fiscal year. This increase amounts to 3.24% that is calculated by using the Water, Sewer, Trash indices from the Bureau of Labor Statistics on a 12 month average, starting 3 months prior to the contract date. I would request that we start billing the City in the amount of \$110,014.37 per month starting on May 1, 2021, to continue providing the exceptional service the City of Lincoln needs and deserves. If this amount is amenable to the City, I would suggest that the City meet these costs from accounts 50-7200-5227 Contract Operations in the amount of \$110,014.37 per month. If you are in favor of continuing the mutually beneficial relationship between the City of Lincoln and Veolia, I request that you sign below, acknowledging the rate change for Veolia's O&M fee.

We appreciate the opportunity to continue providing our services to the City of Lincoln.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew Bowns", written over a light blue horizontal line.

Andrew Bowns
Project Manager
Veolia Water America

Acknowledgement:

_____ Date: _____
Honorable Mayor Tracy Welch

MEMORANDUM

TO: Mayor Tracy Welch and Members of the City Council

FROM: Wes Woodhall, Building and Safety Official

DATE: May 25, 2021

RE: PC 2021-02, Request for Special Use Permit at 410 Keokuk.

Background: The Building and Safety Department received a request to provide a Special Use Permit for the allowance of a Drive-Thru operation in conjunction with a new quick service restaurant to be located at the above noted property.

Analysis/Discussion: A public plan commission meeting was held on May 20th, 2021 in the City Hall Council Chambers. All public notices and certified mailings were completed per state statute by Building and Safety Department staff. There were no public comments on the request. The Planning Commission unanimously approved the request for the allowance of the installation of a drive-thru at this location. This will allow for the construction and creation of a new business location in the City of Lincoln.

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

Fiscal Impact: There will be no negative financial impact to the City of Lincoln.

Council Recommendation: Approve Special Use request per plan commission recommendation.



MEMORANDUM

TO: City of Lincoln Planning Commission
FROM: Wes Woodhall, Building and Safety Official
DATE: May 20th, 2021
RE: PC 2021-02 Special Use request for the inclusion of a drive-thru window at 410 Keokuk St.

PART A. BACKGROUND:

1) **PUBLIC HEARING:** The Planning Commission of the City of Lincoln will conduct a public hearing on Thursday, May 20th, 2021 at 7:00 p.m. in the City Council Chambers, City Hall, 700 Broadway Street, Lincoln, Illinois with regards to case No. PC 2021-02. The appropriate Public Hearing notice was submitted on May 3rd, 2021 for publication on May 5th, 2021. In addition, 12 adjoining property owners within 150' of the subject property were notified by Registered Mail.

2) **REQUESTED ACTION:** Allow for a Special Use permit for a drive-thru window at 410 Keokuk St.

3) **APPLICANT:**
Mark Ratterman
201 N. Main St.
St. Charles, MO 63301

4) **APPLICABLE ZONING REGULATIONS:**

11-5-7: SPECIAL USES IN THE C-1 AND C-2 DISTRICTS:

(A) C-1 And C-2 Districts:

Cabinet shops, and specialty arts and crafts assembly shops when all assembly and millwork is done inside a building and any noise, dust, fumes, or odors that may emanate from such uses shall be effectively contained inside a building.

Drive-through facilities. Drive-up or through facilities designed for transactions of business from customers' vehicles, and not otherwise permitted to serve any retail or business use permitted in the district, shall obtain a special use permit. In considering the issuance of a special use permit, the planning commission and the city council shall consider the following, in addition to the other general standards for special uses in section 11-2-4 of this title:

1. Number Of Lanes: To minimize any negative impacts related to drive-through lanes or the potential for circulation conflicts, conflicts with vehicles entering or exiting the site, pedestrian conflicts, and the existing condition of relatively small commercial lot sizes located adjacent to a residential district, no more than one drive-through lane shall be permitted by special use permit in the C-1 or C-2 district where it abuts a residential district.

2. Sufficient Stacking Space: To establish safe stacking space, the following minimum stacking space required is: Four (4) vehicles at each bay window, ordering station or machine and does not obstruct the public right of way or interfere with the ingress or egress to the property.

3. Location: Drive-through facilities shall be prohibited from facing a public street. All drive-through facilities shall be located on the side or rear of the structure that is either facing the site's parking area or internal drive aisle.

4. Interference: There shall be no interference with the operations of other businesses or residential uses in the proximity of the drive-up facility.

5. Other Matter or Information: Any other matter or information determined to be relevant to the reasonableness of the proposed use. (Ord. 585, 1-20-2004; amd. Ord. 2014-808, 5-19-2014)

PART B. ISSUE:

Representatives for the property owner of 410 Keokuk St. approached the Building and Safety Department with a request for a Special Use Permit to allow for a drive thru facility. They intend on constructing a new, standalone Quick Service Restaurant at this location which would require the use of a drive thru window for appropriate customer service.

The intended parcel of land lies within an C-1 zoning district and thereby will require a Special Use Permit for a drive-thru.

PART C. ANALYSIS:

Upon review, with regards to city code, staff has concluded that all requirements as indicated in 11-5-7 of the Lincoln Municipal Code have been met.

PART D. STAFF RECOMMENDATION:

Staff recommends the Planning Commission hold the Public Hearing on Case No. 2021-02, discuss, vote and approve or deny the request. City staff recommends approval.

ATTACHMENTS:

Special Use Application, Public Notice, Site Plan and Applicable Resident List

PRELIMINARY
NOT FOR
CONSTRUCTION

DATE: 04/22/2011

CAD FILE: 4082

DESIGNED BY: WAK

CHECKED BY: JAD

DATE:

REVISIONS:

NO.:

DATE:



QUICK SERVICE RESTAURANT
M&R MANAGEMENT CORP.
LINCOLN, IL
119 KEOKUK STREET
LINCOLN, ILLINOIS

SITE DEVELOPMENT
PLAN

SHEET NO.
D1

4000001.DWG

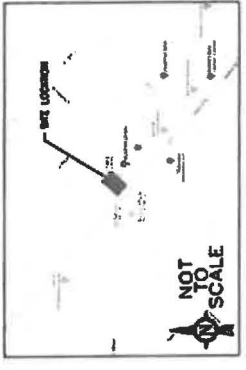
PAVING REQUIREMENTS
RESURFACE: 4 SPACES
30 SPACES = 8 SPACES
TOTAL PAVED SPACES = 16 SPACES
TOTAL UNPAVED SPACES = 16 SPACES
4 TRUCKS AT EACH END

LAND ACQUISITION AREAS
PROPERTY: 18,076 sq ft
APPROX. DIST. AREA: 18,000 sq ft

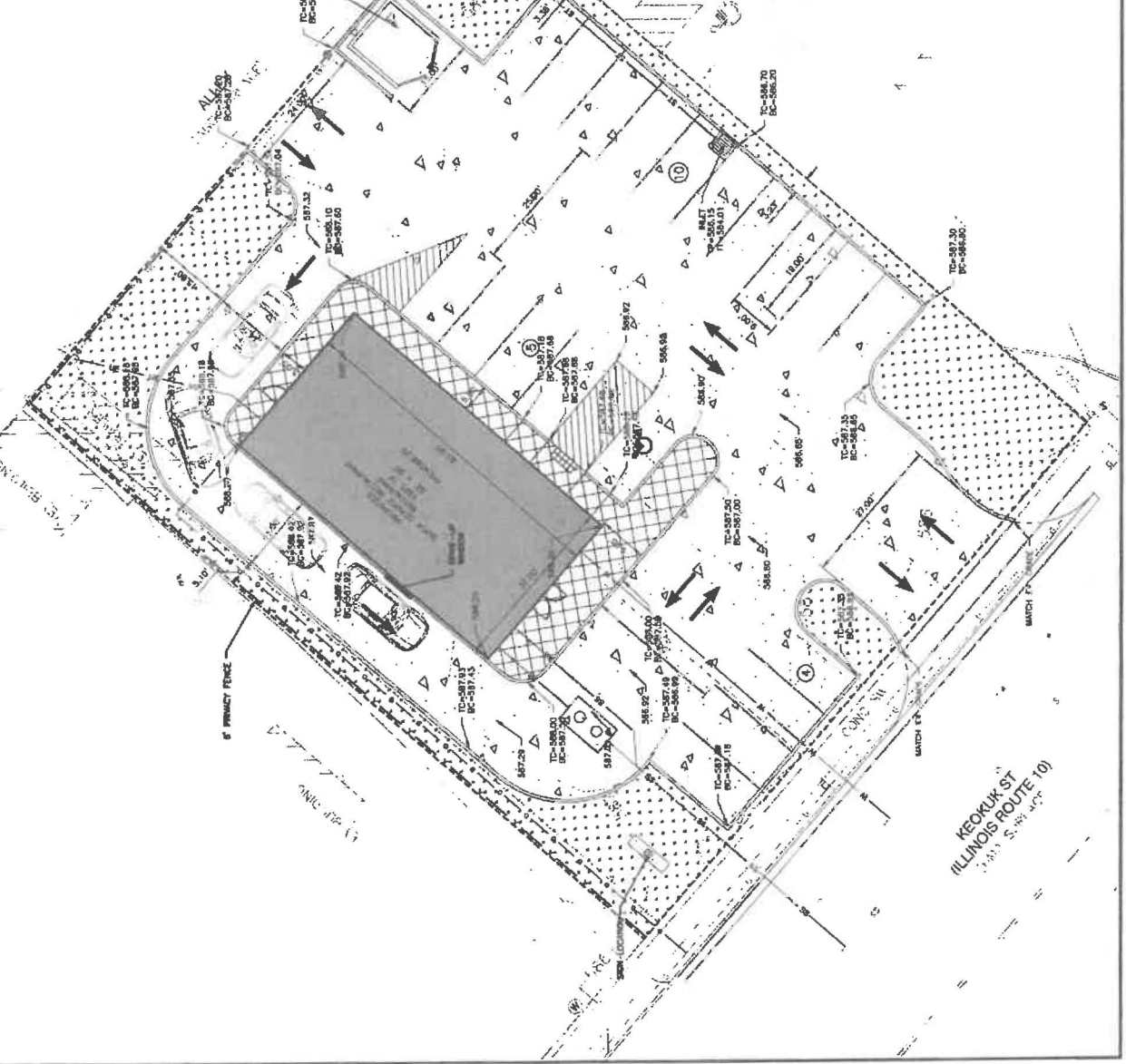
EXISTING UTILITIES
TOTAL PROPERTY AREA: 18,076 sq ft
TOTAL UNPAVED AREA: 14,276 sq ft
TOTAL PAVED/PAVED AREA: 3,800 sq ft
C-1 ZONING

SETBACKS
FRONT: NO SETBACKS REQUIRED
SIDE: NO SETBACKS REQUIRED
REAR: 3' OF THE WIDTH OF THE ALLEY

ADDITIONAL SETBACKS
ZONING OF ADJOINING PROPERTIES C-1 TO THE NORTHWEST
C-1 TO THE SOUTHWEST



- LEGEND**
- SEWER MAIN
 - LANDSCAPED AREAS
 - CONCRETE PAD/CHIT
 - PROPERTY LINE
 - DOMESTIC WATER LINE
 - SEWER MAIN
 - STORM SEWER
 - UNDERGROUND ELECTRIC
 - UNDERGROUND TELEPHONE/FIBER
 - EXPOSED FINISH
 - DISPENSER REQUIREMENT, MURPHY



Logan County Illinois Map Viewer



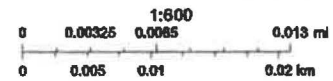
April 28, 2021

— County Highway Map

— Road Centerlines

Roads Overview

— Interstates



The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for, or the appropriateness for use, rests solely on the requester. Logan County makes no warranties, express or implied, as to the use of the Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction, and update.

[web user]
Logan County, ICRPC

Esri, HERE, Garmin, (c) OpenStreetMap contributors

ORDINANCE NO.
AN ORDINANCE REMOVING SECTION 6-4-16 OF LINCOLN
CITY CODE "INTOXICATION"

THIS ORDINANCE 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 _____, 2021, WITNESSETH:

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

WHEREAS, the CITY OF LINCOLN acknowledges it has within its City Code a subsection titled "Intoxication" making public drunkenness a finable offense; and

WHEREAS, the CITY OF LINCOLN acknowledges that according to 20 ILCS 301/55-15 public intoxication is not illegal and it is improper for a municipality to make it illegal; and

WHEREAS, the CITY OF LINCOLN states that it has been quite some time since it has enforced this offense; and

WHEREAS, the CITY OF LINCOLN desires to remove 6-4-16 from the City Code;

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

1. The City of Lincoln will remove 6-4-16 "Intoxication from the Lincoln City Code.
2. Any offenses listed after 6-4-16 shall be shifted down one number (6-4-17 becomes 6-4-16, 6-4-18 becomes 6-4-17, etc.)
3. Effective Date. That this Ordinance is effective immediately upon passage of the same.

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

Alderman Parrott	_____	Alderwoman Rohlf	_____
Alderman Downs	_____	Alderman Fleshman	_____
Alderman Hoefle	_____	Alderman Bateman	_____
Alderwoman Horn	_____		

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

Passed and approved this ____ day of _____, 2021.

CITY OF LINCOLN,

BY: _____

Tracy Welch, Mayor
City of Lincoln, Logan County, Illinois

ATTEST: _____ (SEAL)

City Clerk, City of Lincoln,
Logan County, Illinois

REQUEST TO PERMIT

CITY CLERK
LINCOLN, ILL. IN

MAY 12 2021

RECEIVED

DATE: 5-11-21

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

Approval of following route. 9.11 K Run to Commemorate
20th yr. of 9.11. Race will begin approx 0830 on 9-11-21
Route: Crosswalk on N. Broadway in front of Courthouse; left
on Kickapoo; left on Wlyatt to Park Dist.; Back up Wlyatt;
left on Home Ave; Back up Home Ave; left on Wlyatt;
right on Kickapoo; right on Broadway returning to
starting point.

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

A Certificate of Insurance Liability for the event is attached.

A Certificate of Insurance Liability for the event will be provided to the City no later than Aug 1, 2021.

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

Name: Lincoln Park District & Central Illinois Veterans Commission

Address: 1400 Railerblay / 120 S. McLean

Lincoln / Lincoln
Phone: Becky Strait Cell: 217-732-8770
Marsha Fernandes Cell: 217-361-4912

Email: bstrait@lincolnparkdistrict.com
mjfernandes517@gmail.com

Thank You!
Marsha

REQUEST TO PERMIT

DATE: 5/17/21

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

LCHS to have a Homecoming Parade Friday

October 1st, 2021 at 2:30 pm. The parade will
proceed down Wyatt Ave, turn right onto Kickapoo
Street, right onto Broadway Street, and continue
around the courthouse square.

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

A Certificate of Insurance Liability for the event is attached.

A Certificate of Insurance Liability for the event will be provided to the City no later than New one expires. 10/2/21

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

Name: Chris Hammer

Address: 1000 Railer Way
Lincoln

Phone: 732-4131 Cell: 433-2038

Email: chammer@lchsrailers.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/13/2020

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

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

PRODUCER Ramza Insurance Group - 713 713 North Bloomington Streator, IL 61364 Craig Ramza II	CONTACT NAME:		
	PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: LINCO-4	FAX (A/C, No):	
INSURED Lincoln CHSD #404 1000 Raller Way Lincoln, IL 62656	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Markel - WSI		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CND-IL-EPP-12417-000	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			CND IL CAP 12418 000	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CND IL EXL 12420 000	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 5,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City of Lincoln is listed as an Additional Insured in regards to use of all city grounds, streets, and facilities for any and all LCHS events as their interest may appear

CERTIFICATE HOLDER**CANCELLATION**

CITY OF LINCOLN CITY HALL CITY CLERK'S OFFICE P.O. BOX 509 LINCOLN, IL 62656	CTYLINC	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 Craig Ramza II <i>Craig Ramza/LW</i>

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REQUEST TO PERMIT

DATE: 5.19.21

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

A parade in honor of Juneteenth

on June 19th, 2021 @ 10am.

Attached is the proposed
route.

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

A Certificate of Insurance Liability for the event is attached.

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

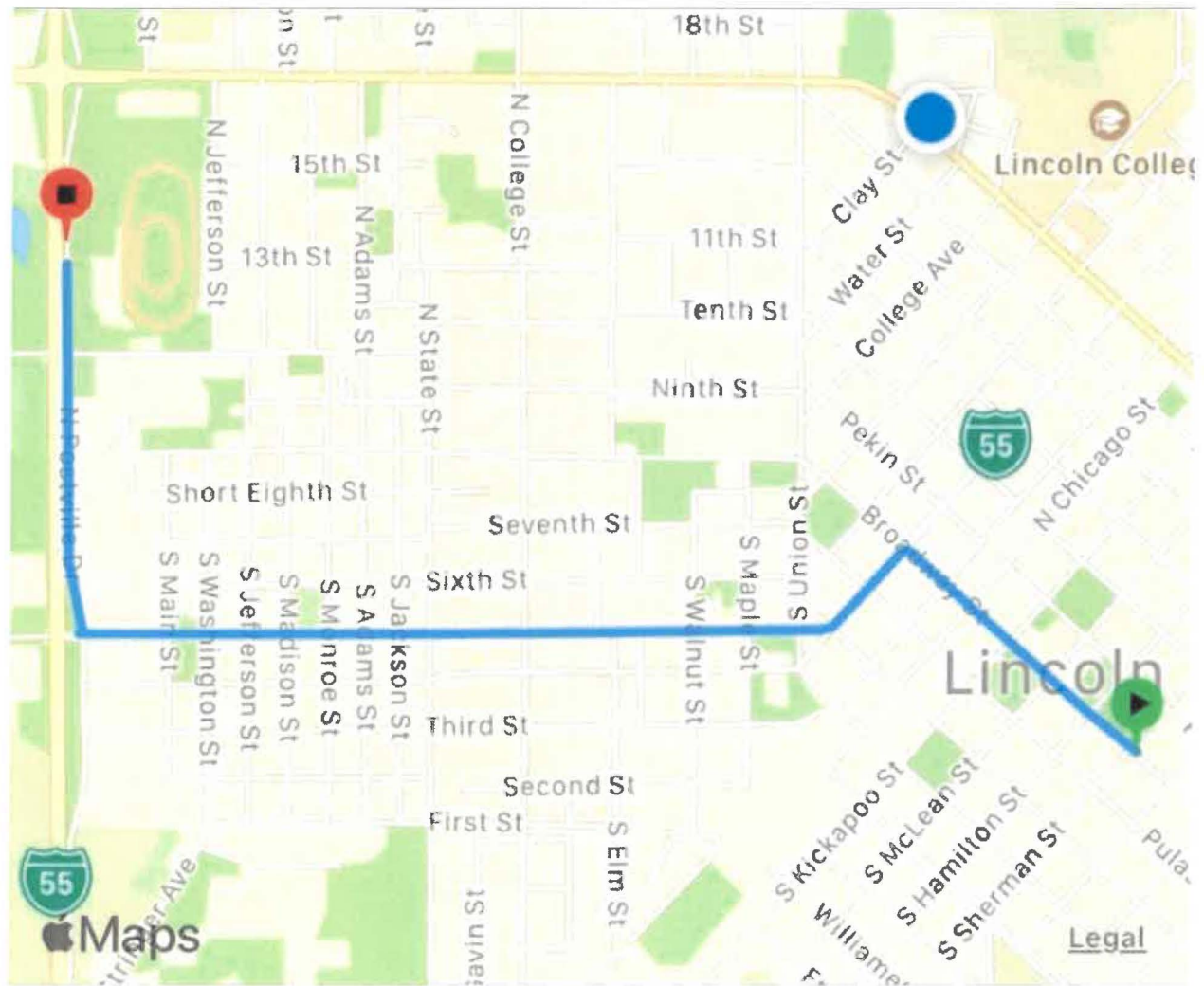
If City property is used, a Certificate of Insurance Liability is required listing the City as an additional insured. The City reserves the right to postpone review and consideration of this Request to Permit until a Certificate of Insurance Liability is provided.

Name: Diversity & Inclusion Commission/Jeanette Harris

Address: 764 Materich Dr.
Lincoln, IL 62656

Phone: _____ Cell: 217-871-3208

Email: jeharris1977@gmail.com





City of
Lincoln
ILLINOIS

PROCLAMATION

EST. 2021

WHEREAS, Juneteenth, or Juneteenth Independence Day, commemorates the traditional observance of the end of slavery in the United States and is observed annually on June 19; and

WHEREAS, President Abraham Lincoln declared that "in giving freedom to the slaves, we assure freedom to the free-honorable alike in what we give, and what we preserve. We shall nobly save, or meanly lose, the last best hope of earth;" and

WHEREAS, on January 1, 1863, President Lincoln issued the Emancipation Proclamation, declaring that "all persons held as slaves within any state or designated part of a state, the people whereof shall then be in rebellion against the United States, shall be then, thenceforward, and forever free;" and

WHEREAS, President Lincoln correctly believed slavery to be in violation of the principles of the Declaration of Independence and that its abolition represented a "new birth of freedom" for the United States; and

WHEREAS, more than two years would pass before the news reached African-Americans living in Texas, when on June 19, 1865, Union Major General Gordon Granger and his regiment arrived in Galveston and spread the word that slavery had been abolished; and

Whereas, the following year, the first official Juneteenth celebrations took place in Texas and have continued across United States throughout the years; and

Whereas, Juneteenth is the oldest nationally celebrated commemoration of the ending of slavery; and

Whereas, Juneteenth is an important opportunity to honor the principles of the Declaration of Independence and celebrate the achievements and contributions African-Americans have made, and continue to make, in Lincoln, Illinois and across our nation.

NOW THEREFORE, I, Tracy Welch, Mayor of the City of Lincoln, Illinois, do hereby extend greetings and best wishes to all observing June 19 as JUNETEENTH DAY.

IN WITNESS WHEREOF, I have hereunto
set my hand and caused the seal of
the City of Lincoln, Illinois to be
affixed this ____ day of _____ 2021.

Tracy Welch, Mayor

AGREEMENT

This AGREEMENT made and entered into this 1st day of July, 2021, by and between Logan County, a body corporate and politic, existing by and under the laws of the State of Illinois, (hereinafter referred to as the "County"), and City of **LINCOLN**, a municipal corporation, existing by and under the laws of the State of Illinois, (hereinafter referred to as the "City"),

WITNESSETH:

WHEREAS, the County is authorized under the Illinois Animal Control Act to provide certain animal control services and to enter into agreements regarding the provision of said services, and

WHEREAS, the City of Lincoln, pursuant to the Cities and Villages Act, Chapter 65, paragraph 5/11-20-9, Illinois Compiled Statutes, is authorized to regulate and prohibit the running-at-large of animals within the City limits of Lincoln, Illinois, and

WHEREAS, the City of Lincoln has passed certain ordinances which prohibit the running-at-large of certain animals within its jurisdiction and has made other provisions to promote the health, welfare and safety of humans and animals within said jurisdiction, and

WHEREAS, the City and County wish to enter into a contractual relationship providing for certain animal control and animal shelter services within the County of Logan and municipality of Lincoln.

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings hereinafter set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

1. **TERM** This agreement shall commence on July 1, 2021, for a term of 1 month unless otherwise terminated by either party. This agreement will automatically renew every month thereafter unless otherwise terminated by either party.

2. **COMPENSATION TO LOGAN COUNTY** The City agrees to pay the County for the services hereinafter set forth, the sum of \$3,500 for a 1-month period from July 1st, 2021 through July 31, 2021 renewable each month. Payment

shall commence on or before the 15th of July, 2021. All payments shall be made to the Logan County Treasurer, P.O. Box 400, Lincoln, Illinois 62656 and deposited to the County's Animal Control Fund.

3. SERVICES TO BE PROVIDED BY COUNTY

- a. **Animal Shelter and Pound** Logan County will furnish, operate and maintain an animal shelter and pound for lost, strayed, captured, surrendered or homeless dogs and cats in Logan County. The shelter shall be operated and maintained according to regulations of the Illinois Department of Agriculture. Logan County will provide humane treatment for all animals in its care and custody; provided that Logan County, under the direction of the Administrator of the Animal Control Ordinance (hereinafter referred to as Administrator), shall humanely dispose of such animals as provided by statute, regulation or ordinance. Logan County shall keep accurate records of all animals taken into its custody and impounded and shall record the final disposition made of an impounded animal.
- b. **Administration of Shelter** Logan County will maintain reasonable office hours at the shelter for the convenience of the public and for the purpose of transacting business in connection with its duties under this Agreement, such as for reception of captured or surrendered animals and for transacting business relating to the redemption or adoption of impounded animals.
- c. **Employment of Personnel** Logan County shall employ individuals to carry out its duties under this Agreement. Logan County shall thoroughly familiarize such personnel with all applicable statutes, rules, regulations and ordinances pertaining to animal control within Logan County.
- d. **Enforcement of Animal Control Laws** Logan County shall certify to the Administrator one or more of its employees as being trained and competent to assume the duties of the Animal Control Warden. The Administrator shall appoint such employees as Animal Control Wardens to enforce all applicable statutes, regulations, and County ordinances relating to animal control and to capture and impound dogs found running-at-large within the City. Animal

Control agrees to respond to dogs running-at-large, bite cases, injured dogs or cats during normal business hours. After normal business hours, Animal Control agrees to respond to dogs running-at-large, bite cases, and injured dogs or cats at the discretion and availability of Animal Control. Animal Control will maintain reasonable hours for reclaims, adoptions and other non-emergency needs. The Animal Control Wardens shall be employees of, and be compensated by, Logan County.

e. **Cooperation with Other Departments** Logan County will cooperate with personnel of City of Lincoln Police Department, Logan County Sheriff's Office and Logan County Health Department in investigating complaints for violation of animal control and animal welfare laws and ordinances and shall respond directly and investigate citizen complaints of violations of such laws and ordinances. When warranted, Logan County shall prepare and transmit investigative reports of violations to the State's Attorney of Logan County for his review and the filing of charges or actions if appropriate. If charges or actions are filed by the State's Attorney, Logan County and the City of Lincoln will cooperate fully in the prosecution of the same. The City Attorney, however, will prosecute actions under the City Leash Ordinances and all such fines and penalties collected shall be retained by the City.

f. **Issuance of Dog Registrations, Collection of Fees, Maintenance** Under the supervision of the Administrator, Logan County shall issue dog and cat registration tags for all dogs and cats required to be registered in Logan County, and shall collect and retain all registration fees. In addition, Logan County shall collect and retain all required rabies inoculation, housing, neutering and adoption fees. Logan County shall keep complete and accurate records of the issuance of registration tags and the receipt of all fees and charges enumerated above.

4. **INSURANCE** The County of Logan, at its own cost and expense, shall carry insurance for the benefit of and to protect itself against all claims, demands, causes of action or judgments and from all expenses that may be

incurred in investigating or resisting the same stemming from the performance of its duties described above. The City shall be responsible for obtaining and paying for any insurance it may feel is appropriate.

5. **AGREEMENT NOT ASSIGNABLE** Neither party may sell, mortgage or assign this Agreement, or the powers granted to it, or any interest therein.

6. **ENTIRE AGREEMENT** This Agreement contains the entire understanding of the Parties and no warranties, representations, covenants, or agreements have been made with respect to the subject matter of this Agreement except as stated in this Agreement. This Agreement may not be amended or modified except in writing and signed by the Parties.

This Agreement entered into the day and year first set forth above pursuant to authority given by the respective governing bodies of both the County and the City.

City of Lincoln, Illinois

By: _____
Mayor

ATTEST: _____ (SEAL) _____
City Clerk **Date**

County of Logan, Illinois

By: _____
Chairman, Logan County Board

ATTEST: _____ (SEAL) _____
Logan County Clerk **Date**