

CITY OF LINCOLN
COMMITTEE OF THE WHOLE MEETING
AGENDA
OCTOBER 25, 2022
CITY HALL COUNCIL CHAMBERS
7:00 PM

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Public Participation**
- 4. Bid Opening for 227 N. Kickapoo Street.**
- 5. Update Smoking Policy for City Handbook.**
- 6. Sludge/Grit/Waste Disposal.**
- 7. Flow and Loading Reconciliation for Fiscal Year 2020-2021.**
- 8. M&R Reconciliation for Fiscal Year 2021-2022.**
- 9. Grinding Operations at the Landscape Waste Facility.**
- 10. Keystone Power Holdings, LLC Proposal.**
- 11. Replacement Hiring - 4 new-hire Police Officers and Promotions**
- 12. Economic Development Grants and Façade Grants.**
- 13. Announcements**
- 14. Possible Executive Session**
- 15. Adjournment**
- 16. Upcoming Meetings:** City Council Meeting: Monday, November 7, 2022 at 7:00 PM
Committee of the Whole Meeting: Tuesday, November 15, 2022 at 7:00 PM

MEMORANDUM

TO: Mayor and City Council Members
FROM: Ashley Metelko, Administrative Assistant
MEETING DATE: October 25, 2022
RE: Update Smoking Policy in City Handbook

Background:

The old smoking policy did not include e-cigarettes, vaping devices or chewing tobacco. I have provided an updated Smoking policy for your review below. We are asking that the council place this on the Regular City Council Meeting on November 7th, 2022, for a vote.

NEW POLICY:

Smoking Policy

In accordance with the Smoke-Free Illinois Act smoking or other use of tobacco products (including, but not limited to, cigarettes, e-cigarettes or vaping devices, pipes, cigars, snuff, or chewing tobacco) in the City of Lincoln offices, facilities, other facilities rented or leased by the City and City owned vehicles is strictly prohibited.

Individuals are also prohibited from smoking or using tobacco products (including, but not limited to, cigarettes, e-cigarettes or vaping devices, pipes, cigars, snuff, or chewing tobacco) within fifteen (15) feet of the entrance to City offices or facilities. Employee's smoking or using the above listed tobacco products in any prohibited area may be subject to disciplinary action, up to and including termination.

OLD POLICY:

Smoking

In accordance with the Smoke-Free Illinois Act smoking in the City of Lincoln offices, facilities, other facilities rented or leased by the City and City owned vehicles is strictly prohibited.

Individuals are also prohibited from smoking within fifteen (15) feet of the entrance to City offices or facilities. Any employee smoking in any nonsmoking area may be subject to disciplinary action, up to and including termination. Please contact your supervisor or the City Administrator if you have any questions regarding the smoking policy.

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: October 25, 2022

RE: Sludge/Grit/Waste Disposal

Background

Material that has been removed from waste streams within the City is in need of disposal.

Analysis/Discussion:

Waste removed from various parts of the plants, lift stations, collection systems, and different processes is in need of disposal. We are nearing our storage capacity for waste generated, collected, and removed throughout the City. This waste will need to be disposed of by landfilling primarily. Some of the waste would be hauled by wastewater personnel; some would be hauled by contractors. It is necessary to remove these wastes to remain compliant with both the IEPA and DNR. On our most recent DNR inspection involving flood plains, the wastes stored in the Southern drying beds was of concern to the DNR official.

Fiscal Impact:

This project should have a cost not to exceed \$110,000.00.

Council Recommendation:

Approve the waste disposal in an amount not to exceed \$110,000.00 to be expensed from "50-7200-7864 Capital Expense - Build and Grds".

CITY COUNCIL

FIRST WARD
STEVE PARROTT
ROB JONES

SECOND WARD
TONY ZURKAMMER
SAM DOWNS

THIRD WARD
KEVIN BATEMAN
WANDA ROHLFS

FOURTH WARD
RICK HOEFLE
KATHY HORN

TRACY WELCH
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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: October 25, 2022

RE: Flow and Loadings Reconciliation for Fiscal Year 2020-2021

Background

Fiscal year 2020-2021 was the first year the flow and loading line item was triggered due to benchmarks within the contract. The 3 main drivers that are related to these costs are biological oxygen demand, total suspended solids, and influent flow.

Analysis/Discussion:

During fiscal year 2020-2021 the sewer plant saw flow of 1,412,000,000 gallons, the contract allows for the treatment of 1,281,000,000 gallons, this is an overage of 131,000,000 gallons or 10.25%. During this time the plant also saw total suspended solids enter the plant in an amount of 3,671,541 lbs., the contract allows for treatment of 2,211,493 lbs. This is an overage of 1,460,049 lbs or 66.02% over the contracted amount. The biological oxygen demand was also treated at the plant in amount of 2,057,776 lbs., the contract allows for the treatment of 1,655,949. This created an overage of 401,828 lbs. This line item in the contract is to help us recoup some of the costs associated with weather events. Some of the largest cost drivers that are affected by weather events are overtime and chemicals. As more contaminants enter the facility, more contaminants must be removed from the waste streams. No one is able to forecast with 100% accuracy what the weather will do to plant operations during budgeting and contract negotiations; because of this fact, standard clauses such as this are included within the contract. The table below accurately reflects the contract amounts, actual amounts treated, and their respective percent changes; which are the trigger functions.

I do not see this as being a yearly cost based on the current contract. The 2020-2021 fiscal year was a very wet time for the City of Lincoln, IL. I am of the opinion that this should be viewed as an anomaly moving forward.

CITY COUNCIL

FIRST WARD
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ROB JONES

SECOND WARD
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Contract Accommodates Treating:		
Flow in MGD:	BOD lbs.:	TSS lbs.:
1,281	1,655,949	2,211,493

Actual Amount Treated in 2020:		
Flow in MGD:	BOD lbs.:	TSS lbs.:
1,412	2,057,776	3,671,541

Yearly % Change +/-:		
Flow:	BOD:	TSS:
10.25%	24.27%	66.02%

Yearly Overage Totals:		
Flow MGD Over:	BOD lbs. Over:	TSS lbs. Over:
131	401,828	1,460,049

Fiscal Impact:

Expense \$22,830.84 from the "50-7200-7864 Capital Expense - Build and Grds" line item. This will reconcile 2020-2021 year budgets against the flow and loadings amount.

COW Recommendation:

Place "Flow and Loadings Reconciliation for Fiscal Year 2020-2021" on the November 7th voting session.

Council Recommendation:

Approve "Flow and Loadings Reconciliation for Fiscal Year 2020-2021" in an amount not to exceed \$22,830.84 to reconcile the 2020 - 2021 fiscal year flow and loading expenses for operation of the wastewater plant.

CITY COUNCIL

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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: October 25, 2022

RE: M&R Reconciliation for Fiscal Year 2021-2022

Background

The previous year of M&R expenditures at the sewer plant need to be reconciled with the actual expenses of operating the facility.

Analysis/Discussion:

Fiscal Year 2021-2022 saw M&R expenses of \$121,421.63. This exceeds the contracted amount of \$80,114.88 by \$41,306.75. The total overspend of the M&R account for this fiscal year is \$41,306.75.

All receipts have been submitted to the City Clerk, just as in prior years.

Fiscal Impact:

Expense \$41,306.75 from the "50-7200-5202 Repairs/Maint-Equip" line item. This will reconcile 2021-2022 year budgets.

COW Recommendation:

Place "M&R Reconciliation for Fiscal Year 2021-2022" on the November 7th voting session in an amount not to exceed \$41,306.75.

Council Recommendation:

Approve "M&R Reconciliation for Fiscal Year 2021-2022" to reconcile the previous fiscal year M&R expenses for operation of the wastewater plant in an amount not to exceed \$41,306.75.

CITY COUNCIL

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ROB JONES

SECOND WARD
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SAM DOWNS

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WANDA ROHLFS

FOURTH WARD
RICK HOEFLE
KATHY HORN

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Walt Landers, Street Superintendent

MEETING

DATE: October 25, 2022

RE: Grinding Operations at The Landscape Waste Facility

Background

R&R Services began grinding operations at the Landscape Waste Facility on September 19, 2022. They worked continuously through October 21st. during that time they have removed two thirds of the existing pile of brush and logs. They will continue to haul the grindings away up to fifty loads that is estimated to remain.

Analysis/Discussion

I have asked the contractor to give us a not to exceed price quote for grinding the rest pile and remove the grindings. I should have that quote before the Committee of the Whole Meeting Tuesday October 25th

I would like the Council to consider the approval of funding to complete the grinding project.

MEMORANDUM

TO: Mayor and City Council Members
FROM: Kevin Bateman, Alderman
MEETING DATE: October 25, 2022
RE: Keystone Power Holdings, LLC Proposal

Background:

Keystone Power Holdings, LLC is in the process of placing solar panels on city property across from the sewer plant, which will provide power upon completion to the sewer plant. Keystone has proposed to build an additional 3.75 Megawatts AC of solar and will use roughly 20 additional acres of land at the current location. The city would be paid approximately \$1,100 per acre for a total annual income of \$22,000. In addition, they can offer the city a 4-cent flat rate for remaining city-owned building's electrical service at no cost to the city.

Council Recommendation: To be placed on Regular City Council meeting November 7, 2022.

Keystone Power Holdings, LLC

The City Of Lincoln



**Saving money and generating income
by hosting solar on your property**

About Keystone Power Holdings, LLC

- Keystone Power Holdings, LLC (Keystone) is a US-based solar development company with a focus on commercial and utility scale projects throughout the Americas.
- Keystone's mission is to help clients realize savings through the production of clean energy while also reducing their carbon footprint. We are committed to providing cost-competitive, cleaner energy to our customers with exceptional service.
- Keystone has done more solar projects for municipal sewers than any other company in Illinois, but also has completed schools and university solar projects in Illinois and across the USA.
- Some of our recent projects include:

3.9 MW Private College, MA	2.4 MW Elementary Schools, NM
1.8 MW Municipal Sewer, IL	1.6 MW Private College, IL
1.1 MW Municipal Sewer, IL	0.7 MW High School, IL
0.6 MW Municipal Sewer, IL	0.6 MW Municipal Sewer, IL
0.3 MW Municipal Sewer, IL	0.3 MW Municipal Sewer, IL

Benefits of our offering

- ❑ **Reduce Funding Risk** – *Guaranteed payments for solar grounds lease for 25+ years*
- ❑ **Create Land Return** – *Generate income from unused land, tens of thousands of dollars per year*
- ❑ **Increase Electricity Savings** – *Buy cheaper power for a portion of the system at significant discount*
- ❑ **Get Environmental Benefits** – *Allows host to be seen as “green” with little/no commitment*
- ❑ **Worry Free for Host** – *Keystone pays for all development, construction, operations (\$0 cost to you)*



Solar power sold via IL Community Solar Program

IL Community Solar

Part of the power we generate we can sell to the host and other utility customers throughout utility territory without any involvement from host.

We can offer the host a significant discount by using hosting solar on site.

The solar must be on city owned property. Significant lease income to the City.



Host makes no investment. The entire solar project is paid for, operated, and maintained by Keystone and our partners. City enjoys extra lease revenues and inexpensive power

Offer to Install Community Solar

- Keystone will install up to **3.75 megawatts** of solar on land shown in the picture on the next slide.
- Keystone will bear all the expenses and costs associated with developing, installing and maintaining the solar.
- Keystone will pay the City ***\$1,100 per acre and assuming we use 20 acres of land*** for a total annual income of ***\$22,000 per year*** for the life of the land lease.
- Keystone will offer the City of Lincoln a ***4 cents per kWh as a flat rate***, for any other locations with service in the city's name which will be additional significant savings for the city.

3.75 Megawatt Ground Mounted Solar System City Land



We would love to do more solar with Lincoln!

Lauralyn Farwell

Business Development Manager - Illinois

lauralyn@keystoneph.com

William R. DePhillipo

Partner

billy@keystoneph.com

Anthony C. Fotopoulos

Partner

anthony@keystoneph.com

October 20, 2022
 City of Lincoln, Illinois
 700 Broadway Street
 Lincoln, Illinois 62656
 Attn: Mayor Tracy Welch

Re: Letter of Intent - Solar Power Purchase Agreement

Dear Mayor Welch,

Keystone Power Holdings, LLC. (“SELLER”) is pleased to submit this letter of intent (this “Letter”) to the City of Lincoln (“PURCHASER/HOST”) regarding the Parties’ intentions for the development, construction and financing of a community solar energy project on PURCHASER/HOST owned land near 150 W. Kickapoo St, Lincoln, Illinois as agreed between PURCHASER/HOST and SELLER (the “Solar Project”) further described in Section I below (the “Intentions”). SELLER and PURCHASER/HOST agree to use their commercially reasonable efforts to negotiate (i) an agreement (the “Subscription Agreement”) for the transfer of kWh or monetary bill credits (“Community Solar Credits” or “Credits”) to PURCHASER/HOST, providing a fixed rate of power for PURCHASER/HOST; and (ii) a lease agreement (“Lease”) by which SELLER will install, operate, and maintain the Solar Project on land owned by PURCHASER/HOST for an agreed lease rate. *Nothing in this letter, however, will constitute a binding obligation of any Party to enter into a definitive agreement, and either party can terminate this Letter agreement at any time* (subject to the terms of the Exclusivity Period and the Non-Disclosure, which are binding on the Parties and which will survive a termination). The assumed terms of the Parties’ intentions are summarized in Sections II and III below. For purposes of this Letter, SELLER and PURCHASER/HOST may be referred to herein individually as a “Party” and collectively as the “Parties.”

I. THE INTENTIONS

The Parties intend to agree to the following:

<u>Narrative:</u>	SELLER wishes to apply for, be awarded, and build a community solar system on city land and deliver a portion of the Credits generated by the solar system to PURCHASER/HOST on a long-term basis via a Subscription Agreement. In addition, SELLER and PURCHASER/HOST will execute a binding agreement to grant site control for the Solar Project (the “Lease”) for the agreed location to contain the Solar Project which shall allow SELLER to develop, install/build and maintain the Solar Project. The total capacity of Credits will be sized such that PURCHASER/HOST’s share is less than PURCHASER’s total aggregate electricity bill cost and less than 40% of the output of the Solar Project (maximum allowable), with the remaining output sold to other customers by SELLER with no involvement by PURCHASER/HOST. Credits will provide a long-term fixed rate for power supply on the community solar portion of PURCHASER/HOST’s bill(s).
<u>Expenses:</u>	SELLER will be responsible for all of its own costs and expenses incurred in connection with the Solar Project.
<u>Exclusivity Period/Non-Circumvention:</u>	Upon full execution of this Letter the Parties agree that for a period of twelve months thereafter they will work with each other and act in good faith to negotiate and execute the Subscription Agreement and Lease and other necessary ancillary agreements for the Solar Project. During that period, PURCHASER/HOST will work exclusively with SELLER and will not solicit or entertain any other offers pertaining to any Solar Project. This provision shall automatically renew for one additional twelve month term unless terminated in writing by either Party prior to the expiration of the initial twelve-month period. This provision shall be fully binding on the Parties and survive the termination of this Letter.
<u>Non-Disclosure</u>	The Parties agree that any of the information provided to either Party by the other Party that is not in the public domain shall be considered a trade secret or otherwise confidential and shall not be disclosed by the Party receiving that information, unless it later becomes in the public domain through other sources or unless the receiving Party is obligated to disclose that information in a legal process or through applicable law. This provision shall be fully binding on the Parties and shall survive the termination of this Letter.

II. SUBSCRIPTION AGREEMENT TERMS

The terms of the definitive Subscription Agreement to be executed will include the following terms:

Community Solar Power Provider: SELLER or its assignees

<u>Buyer:</u>	PURCHASER/HOST up to total aggregate electricity bill cost and less than 40% of the output of the Solar Project, with the remaining output sold to other customers by SELLER
<u>Subscription Term:</u>	Twenty-five (25) years after the date on which Credits are first accumulated toward PURCHASER/HOST's allocation as processed by the local electric utility.
<u>Price for Credits</u>	\$0.04/kWh
<u>Solar Incentives/ Environmental Attributes:</u>	SELLER retains ownership of all Solar Incentives and Environmental Attributes. "Solar Incentives" means any accelerated depreciation, installation, or production-based incentives, investment tax credits and subsidies, and all other solar or renewable energy subsidies and incentives. "Environmental Attributes" means, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, or tradable renewable credit

III. LEASE AGREEMENT TERMS

The terms of the definitive Lease to be executed will include the following terms:

<u>Use:</u>	For the Solar Project
<u>Lease Area:</u>	On PURCHASER/HOST property, location to be agreed by the Parties
<u>Lease Option Rate:</u>	\$1,500 one-time payment. Land can still be leased for farming until project is ready for construction. Any crops cut down for construction will be compensated to farmer at market rates.
<u>Lease Option Term:</u>	From Lease execution through latest December 31, 2024
<u>Ongoing Lease Rate:</u>	\$1,100 per acre, or portion thereof, per year (including any land surrounded by perimeter fencing)
<u>Ongoing Lease Term:</u>	25 years, with 5 optional extensions of five years each at the same Ongoing Lease Rate at the sole option of SELLER
<u>Expected System Size</u>	20 acres, to be confirmed after final interconnection approval
<u>Expected Start of Lease:</u>	Before construction, with construction aimed to begin in the summer of 2023, but subject to award of community solar allocation from the Illinois Power Agency, which will likely not happen in the 2022 program, but may happen in the 2023 or 2024 programs and subject to interconnection approval and cost reasonableness which will be submitted by and decided solely by SELLER

This Letter does not contain all matters or terms upon which agreement must be reached in order for the Intentions to be realized. This Letter is not an offer or acceptance of an offer and is not intended to be a binding agreement. The Parties acknowledge that, except as specifically stated above with regard to the Exclusivity Period and the Non-Disclosure (each of which shall be fully enforceable), this Letter is not enforceable in law or in equity.

If you feel this Letter accurately summarizes the intentions of the Parties with regard to possible terms for the Solar Project, please execute two copies of this Letter where indicated and return one of those copies to Anthony C. Fotopoulos at SELLER at the address indicated below. Please do not hesitate to contact us if you have any questions.

Very truly yours,

Anthony C. Fotopoulos
Keystone Power Holdings, LLC
12 Paoli Pike, Ste#5
Paoli PA 19301
www.keystoneph.com

ACKNOWLEDGED AND AGREED

This ___ day of _____, 2022.

City of Lincoln

By: _____

Name: _____

Title: _____

LINCOLN POLICE DEPARTMENT

CHIEF OF POLICE MATTHEW VLAHOVICH



DEPUTY CHIEF JOSEPH MEISTER

To: City of Lincoln Mayor, Tracy Welch & City of Lincoln Council Members
From: Chief of Police, Matthew J. Vlahovich
Meeting Date: October 25th, 2022

Re: Replacement Hiring; 4 new-hire Officers and Promotions

Background

From prior City Council discussion and approval, the Lincoln Police Chief has been granted the approval to hire an officer to take the place of a terminated employee, nonetheless, a Sergeant.

Coming into the New Year, 2023, the Lincoln Police Department anticipates the retirement of 2 officers by the summer, who will inevitably be on an extended benefit time leave prior to their retirement dates.

Most recently, one of our new hires, (who had just completed the 4th week of the Police Academy), was severely injured in a one vehicle crash, which has left that officer incapacitated for several months and will not be returning.

Analysis/Discussion

The Police and Fire Commission currently has two lists to choose from, new hire and a lateral entry list. A new hire will require the officer to be sent to the Police Training Academy for training and will not be ready on the street, (Classified as Solo-Patrol), for about 6 ½ months. Beginning in 2023, the Police Training Academy will be 16 weeks long, (4-months), not 14 or even 12 weeks as we had been accustomed to.

Deputy Chief Meister and I are requesting the approval to hire 3 officers in addition to the officer we already have approval for, to send to the Police Training Academy in January 2023, in anticipation of the coming retirements and the replacement of the probationary officer who was incapacitated. We request this approval now, due to having to complete a thorough background investigation and schedule the pre-employment testing for these 4 officers, and uniform/equipment fitting, all before, an official hire date, of January 1st, 2023.

Should the approval come and 4 officers being hired to attend the Police Training Academy in January, those 4 aforementioned officers will not be ready for "Solo-Patrol Status," until mid-July, 2023, at which time, those who are now anticipated to retire, will have already done so.

LINCOLN POLICE DEPARTMENT

CHIEF OF POLICE MATTHEW VLAHOVICH



DEPUTY CHIEF JOSEPH MEISTER

The Fire & Police Commission has a sergeant's promotion list being finalized as of this writing. With the coming retirements and hiring, also will come appointments to Sergeant and Corporal. I will announce these appointments for a November City Council Meeting.

Fiscal Impact

For the longevity of the Lincoln Police Department's hiring woes, there will be no financial or budgetary impact, as the Lincoln Police Department has not been at FULL CAPACITY since August 31st, 2021, when the surge of retirements & resignations began. We would need to purchase uniforms and necessary equipment for the hiring of the new officers. The hiring of new officers wages is less than those who are anticipated in retiring soon as well as, not being at full capacity for several months, where savings was incurred in the Lincoln Police Department's Salaries budget line item.

COW Recommendation

Place on Council's Voting Agenda for Monday, November 7th, 2022

Sincerely & Respectfully,

A handwritten signature in black ink that reads "Matthew J. Vlahovich #74". The signature is written in a cursive style.

Chief, Matthew J. Vlahovich #74
Lincoln, Illinois Police Department

MEMORANDUM

TO: Mayor and City Council Members
FROM: Ashley Metelko, Administrative Assistant
MEETING DATE: October 25, 2022
RE: Economic Development Commission Approvals

Background:

On October 21, 2022, the Economic Development Grant Commission met and approved the following applications:

STRUCTURAL IMPROVEMENT GRANTS:

Mario Taylor/Almighty Investments- Roof replacement

(Contingent on detailed bid submission)

- **110 N. Kickapoo Street**

Amount: \$7,500.00

Nick Cummings- Roof replacement

(Contingent on detailed bid submission)

- **604 Broadway Street**

Amount: \$7,500.00

FACADE GRANTS:

Ethan Hoinacki/Guest House – Install trim on building store front.

(Contingent on review from Historic Preservation Commission)

- **111 S. Kickapoo Street**

Amount: \$900.00

Jenny Abbott/American Family Insurance – Exterior painting, tuck point, custom door install, materials and roofing.

(Contingent on review from Historic Preservation Commission)

- **407 Pulaski Street**

Amount: \$5,515.00