

CITY OF LINCOLN
COMMITTEE OF THE WHOLE MEETING
AGENDA
JANUARY 10, 2023
CITY HALL COUNCIL CHAMBERS
7:00 PM

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Public Participation**
- 4. Request for Residential Planned Unit Development – PC2022-01**
- 5. Resolution – Catholic School Week celebrated throughout the United States from January 29, 2023 to February 4, 2023.**
- 6. Ordinance Authorizing entering into a Lease in Exchange for Installation of a Mural.**
- 7. Potential Vacating & Dedication of City Street to Lincoln Lakes Condo Association.**
- 8. 5th Street Resurfacing and Drainage Options**
- 9. Announcements**
- 10. Possible Executive Session**
- 11. Adjournment**
- 12. Upcoming Meetings:** City Council Meeting: Tuesday, January 17, 2023 at 7:00 PM
Committee of the Whole Meeting: Tuesday, January 24, 2023 at 7:00 PM

MEMORANDUM

TO: Mayor Tracy Welch and Members of the City Council

FROM: Wes Woodhall, Building and Safety Official

DATE: January 10th, 2022

RE: PC 2022-01. Request for Residential Planned Unit Development (PUD).

Background: The Building and Safety Department received a request for the allowance of a Residential Planned Unit Development with regards to a future project to be known as Lincoln Senior Flats. This project is to be located at the SW corner of Castle Manor Dr. and Stalhut Dr. The property is currently within Logan County jurisdiction but will be annexed into the City of Lincoln at the time of sale.

Analysis/Discussion: A public planning commission meeting was held on January 5th, 2023 in the City Hall Council Chambers. All public notices and certified mailings were completed per 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 a Residential Planned Unit Development. This will allow for the construction and creation of a new housing opportunity 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 PUD request per plan commission recommendation.

AGENDA

CITY OF LINCOLN PLANNING COMMISSION

December 22nd, 2022, January 5th, 2023

7:00 P.M.

- 1. Call to Order**
- 2. Roll Call**
- 3. New Business**
 - A. Swearing in of returning Planning Commission Members David Klug, Robert Coombs and Jim Wessbecher.
 - B. Swearing in of new Planning Commission Member Molly Pickering.
 - C. Approval of meeting minutes, PC 2021-03, November 04, 2021.
 - D. PC 2022-01, Request for Residential Planned Unit Development
- 4. Adjournment**

MEMORANDUM

TO: Chairman David Klug and Members of the Plan Commission

FROM: Wes Woodhall, Building and Safety Official

DATE: December 6th, 2022

HEARING DATE: December 22, 2022

SUBJECT: Consideration of a request by Pivotal GP Holding LLC requesting consideration of an application for an R-3 District Residential Planned Unit Development, Preliminary Plat Approval and Final Plat Approval for a 60-Unit, 55 and older development known as Lincoln Senior Lofts at an as yet un-addressed location at the SW corner of Castle Manor Dr. and Stahlhut Dr.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

An application for an R-3 District Residential Planned Unit Development and preliminary and final plat approval has been submitted by Wyllys Mann, representing Pivotal GP Holding LLC and Lincoln Industrial Park, Inc. for the development of a 60-unit, 55 and older development. Prior to application for funding to the Illinois Housing Development Authority it was noted that the subject property was located outside the corporate limits of the City of Lincoln. In conjunction with the Planning Commission recommendation to the Lincoln City Council a voluntary annexation of this 5-acre parcel will also be put forth for council consideration. If approved for annexation and PUD the parcel will be assigned a R-3 designation. At that time Pivotal GP Holding LLC will submit an application to the Illinois Housing Development Authority for financing for a 60-unit, 55+, rental housing development on a five-acre parcel of land located directly to the east of Plowfield Square. As outlined in Section 11-4-8 of the City Code, the residential planned unit development district is an optional zoning district which permits developers freedom in the design, layout and use of the building types on any parcel of land of five acres or more in size, where the developer agrees to develop the property in accordance with a specific site plan. A copy of the Planned Unit Development Plan for your review and consideration.

Following is other relevant information pertaining to the proposed Lincoln Senior Lofts:

Petitioners: Pivotal GP Holding LLC., 9100 Centre Pointe Drive, Suite 210, West Chester, OH 45069

Lincoln Industrial Park, Inc., 207 S. McLean Street, Lincoln, IL 62656
(Current owner of the subject property)

Name of Proposed Development: Lincoln Senior Lofts

Current Zoning Classification of Subject Property: M-1, County Designation

Previous Use of Property Subject to Annexation: Agricultural

Compliance with the R-3 District Residential Planned Unit Development Provisions of Section 11-4-8

11-4-8, (A) Permitted Uses: The proposed 3-story development conforms to the permitted dwelling unit types.

11-4-8, (B) General Regulations: The proposed building layout and design provides greater building setback than a strict application of the required building setbacks. A significant distance exists between the proposed building and from the exterior property lines. Given the more than required building setback from the property lines, the proposed development does not appear to adversely affect the adjacent property. Given that a public roadway and utilities already exist in the area the development does not appear to create any greater maintenance burden to the city for streets, utilities and other necessary facilities than would be expected for a conventional development. The development site is surrounded by a wide variety of complementary uses and amenities for a 55+ development; including, parks, Lincoln Memorial Hospital, retailers, restaurants, grocery stores, and pharmacies.

11-4-8, (C) Density Provisions: The proposed development possesses the minimum land area of five acres and the proposed 60 living units conforms to the allowed density allowance of 20 units per acre for a high density residential planned unit development. The proposed density for the proposed development would be 12 units per acre. The proposed development will have a 3-story building that will front an interior drive. The development will contain numerous amenities including parking spaces, a community center containing the manager's office, fitness room and an outdoor picnic area. The development will provide 1 and 2 bedroom options.

11-4-8, (D) Bulk Regulations: The spacing and arrangement of the proposed 3-story structure and amenities make very efficient use of the available land.

11-4-8, (E) Open Space Requirements: Pursuant to the open space requirements, not less than 5% of the total land area of the site shall be devoted to open space. The proposed development is providing 52.2% of open space, which far exceeds the required 5% allowance.

11-4-8, (F) Parking, Lighting, Signs and Screening Regulations: Pursuant to Section 11-7-4 Off Street Parking, Loading, the following parking formulas would apply to the proposed development:

Residence units – 1 ½ spaces per unit:	60 units = 90 parking spaces
Total Required Parking Spaces:	90 parking spaces
Total Proposed Parking Spaces:	90 parking spaces

The design exceeds the amount of ADA parking spots required.

Staff Recommendation:

Given that the intent and design of the proposed Planned Unit Development makes good use of existing farm ground, does not impede on the normal function of the surrounding uses and provides a needed use to the community, City Staff would recommend approval of the request.

The design of the Planned Unit Development meets or exceeds all requirements set forth in the City of Lincoln Municipal Code and we feel it would be a welcomed addition to the city.

Project Type/Narrative Summary (Provide a brief summary and specify project type):

This Planned Unit Development Application requests approval to build a multi-unit residential building, as depicted in the Site Plan attached to this application. Lincoln Sr Lofts involves new construction of 60 units in Lincoln, IL, restricted for seniors 55 years and above on approximately 5 acres of land. The proposed design includes a mix of 1BR and 2BR units in a three-story elevator building. The development will include amenities that will keep residents active, including both a fitness and community room. All units will feature universal design features, an energy efficient design, and a comprehensive list of modern amenities. The proposed project is consistent with the intent and purpose of the City's plans and comparable to that of the adjacent properties.

The layout design is an improvement of what would normally be allowed under R3 zoning and it will not adversely affect or interfere with the development of neighboring properties. This project meets or exceeds all of the setback, density, open space, height, and parking requirements of the R-3 zoning district. Specifically, the proposed site plans include a minimum of 20-foot setback on all sides, meeting the requirement of 20 feet for front and rear setbacks and exceeds the 5-foot required setback for the side yards. The R-3 zoning district allows up to 20 units per acre and the proposed development is less than that, at 12 units per acre. The proposed project includes 52.2% open space, more than 5% above what is required by zoning, and the height of 31 feet is also less than what is allowed by R-3 zoning. Finally, our proposed Site Plan meets the minimum required parking of the R-3 zoning. The plan will not create any additional maintenance burden on the City beyond what any development of comparable residential density at this site would require.

The project scope of work will include Type VA Construction (protected wood framed) with brick and siding on the exterior, sloped roofs, and the appropriate number of accessible parking stalls. The interior will be painted drywall finishes in most areas, with carpet and vinyl floors. Prefabricated cabinets, laminate countertops, wood and composite doors, residential hardware in the units and commercial in the common areas. Energy-efficient lights and HVAC equipment and water conservation type plumbing fixtures. The fit and finish will be equal to that of many market rate communities. The buildings will be designed and built to earn Enterprise Green Communities certification, including item 5.5b Moving to Zero Carbon: All Electric. All building code requirements will be met.

What is the proposed development schedule? Please indicate the approximate dates when construction of the PUD and its various phases are expected to be initiated and completed:

The proposed Development schedule is as follows:

- *Establish PUD prior to our funding application to the Illinois Housing Development Authority- Dec 2022 through Jan 2023*
- *Submit Application to IHDA prior to Feb 15th, 2023*
- *Receive Award of funding from IHDA – June 2023*
- *Submit Final Site Plan and Architectural Drawings to the City of Lincoln – September 2023*
- *Begin Construction – Late 2023 or Early 2024*
- *Complete Construction – Spring 2025*

CLEARLY EXPLAIN HOW THE PUD REQUESTED MEETS EACH OF THE FOLLOWING FINDINGS OF FACT STANDARDS:

1. The establishment, maintenance, or operation of the PUD will not be detrimental to or endanger public health, safety, morals, comfort, or general welfare.

The proposed residential building, its maintenance, nor its operation will be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare.

2. The PUD will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted nor substantially diminish property values within the neighborhood.

The proposed building will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood in which it is to be located. The proposed project is consistent with the uses of the adjacent property and new development is more likely to increase property values than to diminish those values.

3. The establishment of the PUD will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

The proposed building will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

4. Adequate utilities, access roads, drainage or necessary facilities have been or will be provided to minimize traffic congestion in the public streets.

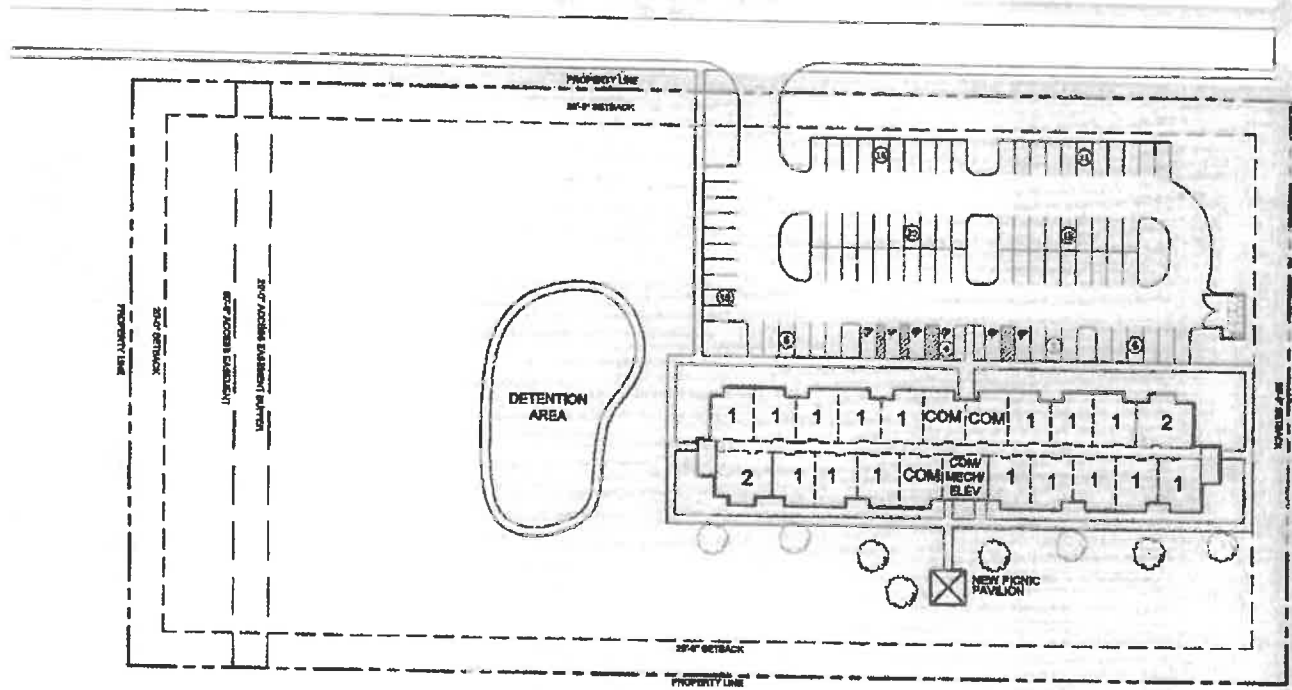
The proposed Site Plan provides adequate access to public utilities, drainage, and all necessary facilities have been provided. No access roads are being created, but an access driveway will be provided to allow access through the property to the agricultural land to the south. This access will be the secondary access to the property to the south and will be use infrequently.

5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public street

The proposed Site Plan includes measures, including two two-way driveways, to minimize traffic in the public street. Access driveways to the property are located a sufficient distance from other existing driveway to allow for safe ingress and egress to and from the property with a minimum impact on traffic congestion..

6. The PUD is necessary for public convenience at this location.

The requested PUD is necessary for the public convenience because it represents an ideal location for the proposed project. This project will provide much needed senior housing for Lincoln residents to age in place. Demographic data for the Lincoln area shows us that the number of seniors is expected to increase dramatically over the next decade. Many of those seniors will need ADA accessible options, others will simple no longer want or need a single-family home. The proposed project will bring development to a site that has never been developed and this project will provide much needed housing and generate tax revenue for the City.



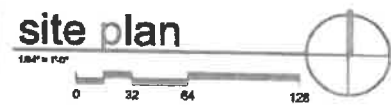
PROPOSED UNIT MIX:
 1 BEDROOM / 1 BATH - 54 UNITS (2 ADA / 1 S&H)
 2 BEDROOM / 1 BATH - 6 UNITS (1 ADA / 1 S&H)

TOTAL - 60 UNITS

BUILDING BREAK-DOWN:
 3-STORY ELEVATOR

SITE INFO:
PARKING
 - REQUIRED PARKING 80 (1.5 SPACES PER UNIT)
 - PROVIDED 90 (6 HC)

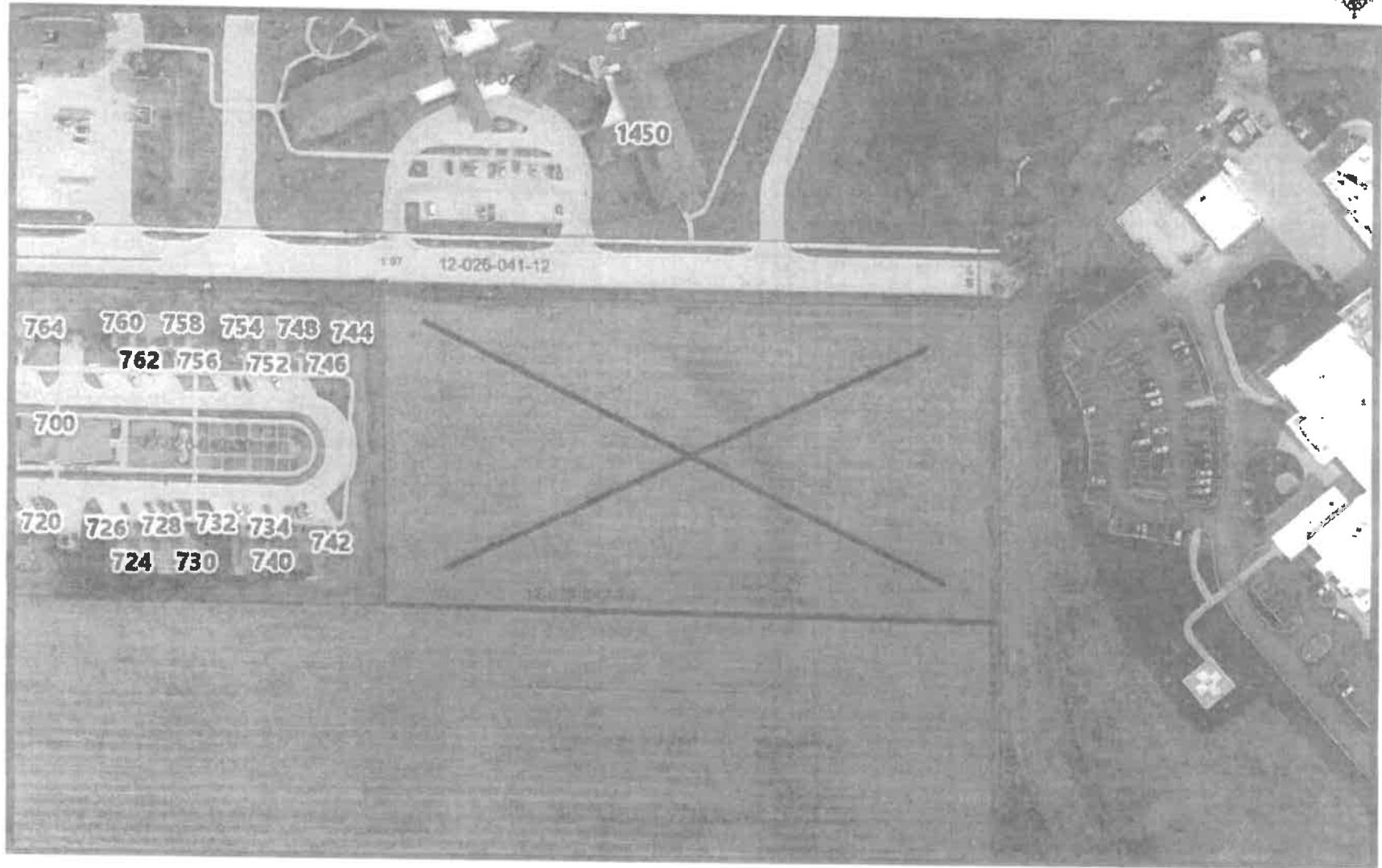
AREA
 - 5.18 ACRES FOR DEVELOPMENT



LINCOLN SENIOR FLATS
 lincoln, IL

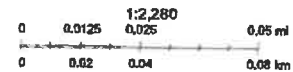
12.05.22
preliminary site plan
 © 2022 MVAH Development LLC

Logan County Illinois GIS Viewer



December 1, 2022

- | | | | |
|-----------------------|----------------|------------------|----------------------------------|
| County Highway Map | Old Routes | Rivers & Streams | 2019 Aerial Photo (6 Inch Pixel) |
| Road Centerlines | State Highways | Parcels | Red: Band_1 |
| Roads Overview | U.S. Highways | Address Points | Green: Band_2 |
| Interstates | Water Features | Counties | Blue: Band_3 |



The Data is provided "as is" with out warranty or any representation of accuracy, completeness or completeness. The burden for determining accuracy, completeness, timeliness, availability and fitness for use, rests solely on the user. Logan County makes no warranty, express or implied, as to the use of the Data. There are no implied warranties of merchantability or fitness for particular purposes. The user shall acknowledge and accept the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of evaluation, correction, and update.

[web map]

Logan County: TORPO

Esri, HERE, Garmin, (c) OpenStreetMap contributors,

RESOLUTION NO. 2023-_____

WHEREAS, it has come to the attention of the City Council of the City of Lincoln, IL, that Catholic Schools Week is celebrated throughout the United States from January 29, 2023; to February 4, 2023; and

WHEREAS, the theme for 2023 is “Catholic Schools – Learn. Serve. Lead. Succeed.”; and

WHEREAS, through the years, Catholic Schools throughout the United States educate many thousands of children; and

WHEREAS, Carroll Catholic School has provided valuable and enriching education opportunities for families in Lincoln, IL, since 1961 – almost 62 years, and has prepared students to live and learn in an ever-changing and diverse world.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Lincoln, IL, that we recognize the sacrifices of parents sending their children to Catholic Schools and recognize the outstanding commitment of teachers and other personnel who provide outstanding educational opportunities in the Catholic School in Lincoln, and throughout Illinois and the United States; and

BE IT FURTHER RESOLVED, that a suitable copy of this resolution be presented to Mr. Welch, Principal of Carroll Catholic School in Lincoln, IL, on behalf of the educators and parents who support Catholic education in this city, with our best wishes.

Adopted this 17th day of January, 2023.

Peggy S. Bateman, City Clerk

Tracy Welch, Mayor

ORDINANCE NO. 2022 - _____
**ORDINANCE AUTHORIZING ENTERING INTO A LEASE IN EXCHANGE
FOR INSTALLATION OF A MURAL**

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 _____, 2023, WITNESSETH:

WHEREAS, the City of Lincoln contemplates entering into a Lease with Rio Grande to utilize city land next to the building so the business can have a patio for their business, which in turn Rio Grande would no longer need a parklet for their business (see Exhibit A); and

WHEREAS, the parties desire to also enter into an agreement which will survive the lease for the installation of a mural on the north side of Rio Grande's building (See Exhibit B);

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

1. The Lease attached as Exhibit A is hereby approved in accordance with the Memorandum of Understanding terms outlined in Exhibit B.
2. That the Mayor and City Clerk are hereby authorized and directed to approve and execute said Lease and Memorandum of Understanding.

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

Alderman Parrott	_____	Alderman Zurkammer	_____
Alderwoman Horn	_____	Alderwoman Rohlfs	_____
Alderman Jones	_____	Alderman Bateman	_____
Alderman Downs	_____	Alderman Hoefle	_____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Passed and approved this ____ day of _____, 2023.

CITY OF LINCOLN,

BY: _____

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

ATTEST: _____ (SEAL)

City Clerk, City of Lincoln,
Logan County, Illinois

EXHIBIT A

LEASE

Agreement of Lease made this 1st day of February, 2023 between **THE CITY OF LINCOLN, a Illinois Municipal Corporation**, party of the first part, hereinafter referred to as Landlord, and Rio Grande, party of the second part, hereinafter referred to as Tenant;

WITNESSETH:

1. **DESCRIPTION OF PREMISES:** The Landlord does hereby lease and demise to Tenant the premises located at to be provided, Lincoln, Illinois, being a part of the property legally described as follows:

To be Provided

2. **TERM:** The term of this lease shall commence on February 1, 2023 and shall terminate on February 1, 2033.

Either party may terminate this lease upon thirty (30) day written notice to the other.

3. **RENT:** The premises are demised to the Tenant for the sum of _____, for the whole of the term herein provided for. For the convenience of the Tenant, said rent shall be paid in equal monthly installments at the rate of _____ each, in advance, on the first day of each and every month.

4. **SECURITY DEPOSIT:** The tenant agrees to pay Landlord a security deposit of none, (\$0.00) prior to beginning of the Lease term. Such security deposit shall be held by Landlord as security for the faithful performance by Tenant of all of the terms, covenants, and conditions of this Lease to be kept and performed by Tenant. If, at any time during the term of this Lease, any of the rent due Landlord hereunder shall be overdue and unpaid, then Landlord may, at the option of the Landlord, appropriate and apply any portion of the security deposit to the payment of any such overdue rent or other sum. In addition, in the event of the failure of Tenant at any time during the term of this Lease to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then Landlord, at its option, may appropriate and apply the entire security deposit, or so much thereof as may be necessary, to compensate Landlord for loss sustained or suffered by Landlord due to Tenant's breach.

Should the entire security deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of overdue rent or other sums due and payable to Landlord by Tenant hereunder or to compensate Landlord for loss or damage sustained by Landlord due to Tenant's breach hereunder, then Tenant shall, upon the Landlord's demand forthwith remit to Landlord a

sufficient amount in cash to restore the security deposit to the original sum deposited. Tenant's failure to so restore the security deposit within ten (10) days after receipt of such demand shall constitute a breach of the Lease. Landlord agrees that if, upon the date of termination of Tenant's rights to possession under this Lease, Tenant is not in default under any of the terms, covenants and conditions herein, Landlord will, within thirty (30) days from the date Tenant surrenders possession of the premises to Landlord, return to Tenant the security deposit or such portion thereof as remains in Landlord's hands on the date thereof. IN NO EVENT WILL THE SECURITY DEPOSIT BE DEEMED TO CONSTITUTE, NOR BE USED BY TENANT TO PAY, THE FINAL MONTH'S OR MONTHS' RENTAL.

5. **CONDITION OF PREMISES:** The taking of possession of the premises by the Tenant shall be conclusive evidence against Tenant that the premises were in good order and satisfactory condition when Tenant took possession. No promise of Landlord to alter, remove, improve, redecorate or clean the premises or the building and no representation respecting the condition of the premises or the building have been made by Landlord to Tenant, unless the same is conditioned herein, or made a part hereof.

6. **POSSESSION:** At the commencement of the term of this Lease, Landlord shall deliver possession of the premises to Tenant. Possession of the housing facility shall be exclusive to Tenant. Possession of the Ambulance Bays shall be non-exclusive, and Landlord shall be entitled to use the area as needed.

7. **SERVICES TO BE FURNISHED BY LANDLORD:**
Landlord covenants that at all times during the term hereof, the Landlord shall maintain the premises to the following minimum standards:

A. Landlord will install a ___ by ___ concrete pad on the property;

8. **TENANTS' UPKEEP:** Tenant covenants to perform the following obligations during the term hereof:

- A. Maintain the premises in a clean, sanitary and safe condition;
- B. Dispose of all rubbish, garbage and other waste in a clean and sanitary manner from the premises to refuse facilities;
- C. Not destroy, deface, damage, impair, nor remove any part of the mural that is to be installed on the premises.
- D. Maintain premises, grounds and areas under the control of the Tenant in clean, sanitary and safe condition free from all cumulation of debris, filth, rubbish, garbage, rodents and vermin.
- E. Any lawn mowing will be Tenant's responsibility

On termination of this Lease, Tenant shall return the premises to Landlord in like condition, reasonable wear accepted.

9. **USE OF PREMISES BY TENANT:** Tenant shall occupy and use the premises continuously during the term hereof for the purpose of housing staff and ambulances.

10. **ABANDONMENT:** Ten (10) days physical absence by Tenant with rent being unpaid, or removal of the substantial portion of Tenant's personal property with rent being paid, and, in either case, reason to believe Tenant has vacated the premises with no intent again to reside therein shall be conclusively deemed to be an abandonment of the premises by Tenant. In such event, and in addition to Landlord's remedies set forth below, Landlord may, but need not, enter into the premises and act as Tenant's agent to perform necessary decorating and repairs to relet the premises in accordance with the terms and conditions set forth in the above paragraph. Tenant shall be conclusively deemed to have abandoned any personal property remaining in the premises and Tenant's title thereto shall thereby pass under this Lease as a bill of sale to Landlord without additional payment or credit by Landlord to Tenant.

11. **RIGHTS ON DEFAULT:** Upon Tenant's failure to pay any installment of rent when due after five (5) days written demand made therefore, or if Tenant shall fail to observe and perform any of the other conditions, agreements, rules and provisions of this Lease, it shall be lawful thereupon, without notice or demand and without any legal process, for Landlord to reenter and repossess the premises, and to take exclusive possession of and remove all property therefrom and any and all rights of Tenant as Tenant shall immediately seize and determine.

The failure on the part of the Landlord to reenter or repossess the premises, for the exercise of any of its rights hereunder upon any default, shall not be deemed a waiver of any of the terms and conditions of this Lease, and shall not preclude the Landlord from the exercise of any of such rights upon any subsequent default or defaults.

Tenant hereby irrevocably constitutes any attorney of any court of record, on default of Tenant of any of the agreements herein, and upon complaint made by Landlord, its agents or assigns, and filed in any such court, to enter its appearance in such court, in term or vacation, waive process and service thereof and trial by jury and confess judgment against Tenant in favor of Landlord or his assigns, for forcible detainer of premises, with costs of said suit, and also to enter its appearance in such court, waive process of service thereof, and confess judgment from time to time for any rent which may be due to Landlord, or the assignees of Landlord by the terms of this Lease, with costs and reasonable attorney's fees, and to waive all errors and right of appeal from said judgment and judgments, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof; Tenant hereby waiving all right to any notice or demand under any statute of this State, relating to forcible entry and detainer.

12. **ATTORNEY'S FEES:** The Tenant shall pay all reasonable attorney's fees and expenses of Landlord incurred in enforcing any of the obligations of the Landlord or his assigns under this Lease, or in any litigation or negotiation in which the Landlord shall, without its fault, become involved through or on account of this Lease. All payments to be made by the Landlord

hereunder shall be made without relief from valuation and appraisal laws of this or any other state.

13. **TENANT TO INSURE POSSESSIONS:** Landlord is not an insurer of Tenant's persons or possessions. Tenant agrees that all of Tenant's person and property in the premises shall be at the risk of Tenant only, and that Tenant will carry such insurance as Tenant deems necessary therefore.

14. **COVENANT OF QUIET ENJOYMENT:** Landlord covenants that the Tenant on paying the rent and performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the demised premises for the term aforesaid. The covenants and agreements contained in the foregoing Lease are binding upon the parties hereto and the respective heirs, executors, administrators, successors, legal representatives and assigns.

15. **NOTICES:** All notices to be given hereunder by either party shall be in writing and given by personal delivery to the Landlord or Tenant, or shall be sent by regular first class mail addressed to the party intended to be notified at the post office address of such party last known to the party giving such notice. Notice given as aforesaid shall be sufficient services thereof and shall be deemed given as of the date when deposited in any post office or in any post office box regularly maintained by the United States Government.

16. **OTHER COVENANTS:** The Landlord and Tenant both agree that Landlord shall have the right to install a mural on the north side of Tenants building. The mural shall be whatever the City deems it be so long as they get approval from the Historic Preservation Society. The agreement for the Mural shall be outlined in an agreement that is outlined in a separate memorandum of Understanding, but once the mural is installed Tenant agrees not to alter said mural. The agreement to alter the mural shall survive pass the end of the lease and shall be binding on all successors and assigns of the Tenant. Tenant agrees not interfere with the installation of the mural even if it means a temporary shut down of leased premises.

Tenant agrees that when they install their door to access the leased premises, that they will install said door with the acceptance of the historic preservation society. Any fences or awnings to be installed shall be of a quality that is acceptable to the City of Lincoln.

Tenant further agrees not to install a parklet during the life of this lease.

17. GENERAL COVENANTS AND CONDITIONS:

- A. This lease is contingent upon receiving approval from the City Council of the City of Lincoln, Illinois.**
- B. If any portion of this lease results in any or all of landlord's property no longer being exempt from real estate taxation, this lease shall immediately terminate, unless the parties are able to agree on a new lease amount.**
- C.** It is understood that the Landlord has not made any statement or promise or entered into any understanding verbal or otherwise, in conflict with this Lease, or that in any way invalidate any of its provisions or enlarge the same, or make the Landlord liable to damages; and no alteration of the terms or conditions of the Lease shall be valid unless made in writing hereon.

The Board of Directors of both parties has authorized the execution of this lease agreement. The invalidity or unenforceability or any provision hereof shall not affect or impair any other provision.

IN WITNESS WHEREOF, we have hereunto set our hand in duplicate this day and year first above written.

Landlord

Tenant

Logan County Tourism

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Walt Landers, Street Superintendent

MEETING

DATE: January 10, 2023

RE: 5th Street Resurfacing and Drainage Options

Background

At the request of City Council, I have put together options regarding the resurfacing of 5th Street Road and Drainage improvements along with some preliminary cost estimates. The scope of the current plan starts at the eastside of the Interstate 55 over pass to Lincoln Parkway, it also incorporates portions of connecting streets of Forrest Hills Road, Connolley Road, and Memorial Park Road. The total length of roadway in the project is 1.661 miles or 8771.99 Feet.

Analysis/Discussion

These cost estimates are based off previous projects that have been completed in the city and are preliminary in nature. They only include Fifth Street Road itself and none of the connecting streets. the calculations are based off a road width of twenty-six feet.

Option #1

Reconstruct the roadway with concrete \$3,500,000.00

Option # 2

Mill and overlay \$1,081,000.00. this is only a surface treatment.

Option #3

Scarification/oil & chip – Hot in place recycling/ Micro surfacing \$500,000.00 to \$1,032,000.00. this is only a surface treatment.

Drainage issues

The estimate to construct the golf course ditch to attempt to address the flooding on Westminster Dr. and Canterbury Ln. is \$10,000.00 to \$15,000.00.

Engineering cost would be estimated to be twelve to fifteen percent of the project cost. There will also be other associated cost and contingency items arise.