

CITY OF LINCOLN
REGULAR CITY COUNCIL MEETING
AGENDA
NOVEMBER 4, 2024
CITY HALL COUNCIL CHAMBERS
700 BROADWAY STREET
6:00 PM

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Public Participation**
5. **Paul Crombie – Board Member & Investor Land of Lincoln C.E.O. Program**
6. **Consent Agenda By Omnibus Vote**

All items under the Consent Agenda are considered to be routine in nature and/or non-controversial and will be approved by one motion. If anyone wishes to have a separate vote on any item, it will be pulled from the Consent Agenda and voted on separately.

A. Payment of Bills.

B. Approval of minutes October 15, 2024 Committee of the Whole Meeting, October 21, 2024 Regular City Council Meeting.

C. Request from the Winter Wonderland Festival to close the 100 block of South Kickapoo Street on Friday, November 29, 2024 from 5:00 p.m. until 6:00 p.m. for the Annual Christmas Tree Lighting Ceremony.

7. **Ordinances and Resolutions**

Ordinance Accepting Real Estate

8. **Bids**

9. **Reports**

10. **New Business/Communications**

A. Approval of Economic Development Grant to Kolton Johner for the replacement of two (2) garage doors for property at 201 Sangamon Street in an amount not to exceed \$7,500.00.

B. Approval of Economic Development Grant to Kevin and Brooke Hild for roof replacement for property at 116 N. Mclean Street in an amount not to exceed \$7,500.00.

C. Approval of Economic Development Grant to Robert Becherer for window replacement for property at 303 S. Kickapoo Street in an amount not to exceed \$7,500.00.

D. Approval of Economic Development Grant to Scott Mack, d/b/a Infinite Real Estate LLC for phase 2 of roof replacement for property at 702-708 Keokuk Street in an amount not to exceed \$7,500.00.

E. Approval of Memorandum of understanding between the City of Lincoln, Logan County, a Municipal Corporation and the Lincoln Lakes Condo Association.

11. **Announcements**

12. **Possible Executive Session**

13. **Adjournment**

We welcome the participation of persons with disabilities at all City of Lincoln meetings. If auxiliary aid or service is required for most effective participation and communication, please notify the City Clerk's Office at 217-735-2815 or cityclerk@lincolnil.gov no later than 48 hours prior to the meeting time.

COMMITTEE OF THE WHOLE MEETING

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

Tuesday, October 15, 2024

The Committee of the Whole Meeting of the City Council of Lincoln was called to order by Mayor Tracy Welch at 6:04 p.m., with proper notice given. City Clerk Peggy Bateman called roll.

Present:

Alderman Robin McClallen, Ward 1
Alderman Steve Parrott, Ward 1
Alderman Sam Downs, Ward 2
Alderman Kevin Bateman, Ward 3
Alderman Wanda Lee Rohlfs, Ward 3
Alderman Craig Eimer, Ward 4
Alderman Rhonda O'Donoghue, Ward 4

Present:

John Hoblit, City Attorney
Peggy Bateman, City Clerk
Chuck Conzo, City Treasurer
Joe Meister, Police Chief
Ty Johnson, Fire Chief
Walt Landers, Streets Superintendent (left after item #8)
Wes Woodhall, Building and Safety Officer
Andrew Bowns, Veolia Water, Project Manager

Absent:

Alderman David Sanders, Ward 2

Presiding:

Tracy Welch, Mayor

Public Comment:

There was no on present for public comment.

Request to Permit with Street Closure: Don Sielaff request for closure of 10th Street from Union to Mundy Street on Thursday, October 31, 2024 form 5:00pm – 8:00pm

This item will be placed on the consent agenda.

Request to Permit with Street Closure: Lincoln Christian Church Hometown Christmas Carriage Rides around Latham Park N. McLean between Pekin & Delevan Street Friday, December 6, 2024 from 3pm – 8pm. Event will be from 5pm-7:00pm.

This item will be placed on the consent agenda.

M&R Reconciliation for Fiscal Year 2023-2024

All receipts have been turned in to the City Clerk. \$19,015.75 will be dispensed from the M & R account.

This item will be placed on the regular agenda.

Resolution approving the Content of Certain Executive Session Meeting Minutes of the City Council of the City of Lincoln.

This item will be placed on the regular agenda.

Additional Rebuild Illinois Targets

\$130,360.46 in Rebuild Illinois funds were left over from the original targets due to bids coming in low. Superintendent Landers brought forward additional targets to use those funds for. Targets are Malerich Drive, new section of Taylor Court and Stahlhut Drive (entering the hospital). This construction will be done next spring.

This item will be placed on the regular agenda.

Demolition of 129 S. Sangamon Street

This property had a pretty significant fire and has been deemed unsafe. Surrounding streets have been blocked off since the fire for public safety. The 2nd floor façade has fallen into the street.

The property owner did not have insurance on the building and does not have means to demo the building himself. Due to the public safety issue and the streets needing to be reopened, the city went out for bids for demo.

The council wants to be sure that steps are taken to recoup the cost of demo from the property owner. Treasurer Conzo shared with the council that there were provisions put into place for a different project (Landfill cleanup) where the City could borrow from it up to \$1M and pay it back within 8 years with a minimum payment of \$25,000/year. Treasurer Conzo suggests using this option to pay for the demo rather than taking the funds from the General Fund.

The two lowest bids were from Steve's Trucking in an amount of \$195,380.00 with a 60 day timeframe for demo and from Jaren Industries in the amount of \$210,000.00 with a 30 day timeframe for demo.

The Council decided to go with the bid from Jaren Industries due to the 30 day timeframe to get the building down sooner before winter weather is here.

The bid from Jaren Industries will be placed on the regular agenda.

Community Pavilion – 8th Street Park Design Cost Request (Tabled Item 9/24/2024)

The council liked the new design options of the Pavilion.

The Park District is looking into getting a mobile stage soon.

Several ideas for the 8th Street property were discussed.

Ms. Metelko has previously asked the council for direction when it comes obtaining grants, but she said she hasn't received any feedback so she has moved forward on the pavilion idea.

The council decided to add this item to the regular agenda.

Announcements:

- All the kids had a great time at the Touch A Truck event. There were 17 vehicles present.
- Movie in the Park this week at 6pm. Hocus Pocus will be showing.
- Two nights of racing this weekend. Last races of the year.

Executive Session 2C1 Personnel:

There being no further announcements to come before the council, Alderman Downs made the motion to move into Executive Session, seconded by Alderman Parrott. All were in favor.

The Council recessed from the Committee of the Whole meeting at 7:34 pm in order to enter Executive Session. Mayor Welch announced there would be no further city business conducted upon reconvening.

Return from Executive Session:

The council reconvened from Executive Session at 8:11 pm in order to reconvene the Committee of the Whole meeting. Roll call was taken.

Present:

Alderwoman Robin McClallen, Ward 1
Alderman Steve Parrott, Ward 1
Alderman Sam Downs, Ward 2
Alderman Kevin Bateman, Ward 3
Alderwoman Wanda Lee Rohlfs, Ward 3
Alderman Craig Eimer, Ward 4
Alderwoman Rhonda O'Donoghue, Ward 4

Absent:

Alderman David Sanders, Ward 2

Adjournment:

There being no further discussion to come before the City Council of Lincoln, Alderman Bateman motioned to adjourn, seconded by Alderman Downs. All were in favor. Mayor Welch adjourned the meeting at 8:11 p.m.

Respectfully Submitted By:

Charity Hutchison, Recording Secretary

REGULAR CITY COUNCIL MEETING

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

Monday, October 21, 2024

The Regular Meeting of the City Council of Lincoln was called to order by Mayor Welch at 6:00pm, with proper notice given. City Clerk Peggy Bateman called roll.

Present:

Alderman Robin McClallen, Ward 1
Alderman Steve Parrott, Ward 1
Alderman David Sanders, Ward 2
Alderman Sam Downs, Ward 2
Alderman Kevin Bateman, Ward 3
Alderman Wanda Lee Rohlfs, Ward 3
Alderman Craig Eimer, Ward 4
Alderman Rhonda O'Donoghue, Ward 4

Staff Present:

Peggy Bateman, City Clerk
John Hoblit, City Attorney
Ty Johnson, Fire Chief
Walt Landers, Streets Superintendent
Joe Meister, Police Chief
Chuck Conzo, City Treasurer
Wes Woodhall, Building and Safety Officer

Remotely:

Andrew Bowns, Veolia Water, Project Manager

Presiding:

Tracy Welch, Mayor

Public Comment:

Soren Aukamp gave a presentation regarding his painting project through the Boy Scouts.

Consent Agenda by Omnibus Vote:

A. Payment of Bills

B. Approval of minutes for October 7, 2024 Regular City Council Meeting

C. Approval of request from Don Sielaff to permit the closing of 10th Street from Union Street to Chestnut Street on Thursday, October 31, 2024 from 5pm – 8pm for Halloween Night.

D. Approval of request from Lincoln Christian Church to permit the closing of N. McLean Street between Pekin Street and Delevan Street on Friday, December 6, 2024 from 3 pm until 8 pm for the Lincoln Christian Church Hometown Christmas Carriage Rides.

Alderman Downs made the motion to approve, Alderman Rohlfs seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called roll.

Yeas: (8) Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Rhonda O'Donoghue, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderman Craig Eimer, Alderwoman Robin McClallen, Alderman David Sanders

Nays: (0)

Abstain: (0)

Absent: (0)

Mayor Welch moved to other items on the agenda.

Ordinances and Resolutions:

A. Resolution #2024-500 approving the Content of Certain Executive Session Meeting Minutes of the City Council of the City of Lincoln.

Alderwoman McClellan made the motion to approve, Alderwoman O'Donoghue seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called roll.

Yeas: (8) Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Wanda Lee Rohlfs, Alderman Craig Eimer, Alderman Kevin Bateman, Alderwoman Robin McClallen, Alderwoman Rhonda O'Donoghue, Alderman David Sanders

Nays: (0)

Abstain: (0)

Absent: (0)

B. Ordinance create 1-6-10 of the Lincoln City Code (Tabled 10/7/24)

Alderman Eimer made the motion to remove the item from the table, Alderman Downs seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called roll.

Yeas: (7) Alderman Steve Parrott, Alderman Sam Downs, Alderman Craig Eimer, Alderman Kevin Bateman, Alderwoman Robin McClallen, Alderwoman Rhonda O'Donoghue, Alderman David Sanders

Nays: (1) Alderwoman Wanda Lee Rohlfs

Abstain: (0)

Absent: (0)

Alderman Eimer made the motion to remove the item from the agenda. There was no second.

Alderman Bateman made the motion to approve, Alderman Sanders seconded. Mayor Welch called for discussion.

The changes that were discussed in the previous COW have not been added to the Ordinance at this time.

Alderman Eimer is against this, he feels like this could be weaponized against certain people.

Alderwoman O'Donoghue said this started only as a tool to prevent the City from getting sued. To hold the elected officials to a higher standard.

The council does already have the authority to censure a council member. Infractions will be documented and voted on. The council member still has a right to attend meetings and vote. Censuring just lets the public know the council does not approve of the actions of the council member.

Alderman Downs made the motion to table the item, Alderwoman McClallen seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called the roll.

Yeas: (3) Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Robin McClallen
Nays: (5) Alderwoman Wanda Lee Rohlf, Alderwoman Rhonda O'Donoghue, Alderman Craig Eimer, Alderman Kevin Bateman, Alderman David Sanders
Abstain: (0)
Absent: (0)

Motion did not pass.

Alderwoman McClallen would like the document reworded before a vote takes place. Alderwoman Rohlf and Alderman Eimer feel the same.

There was no more discussion, City Clerk Bateman called on the item as written.

Yeas: (4) Alderman David Sanders, Alderman Sam Downs, Alderwoman Rhonda O'Donoghue, Alderman Kevin Bateman
Nays: (4) Alderwoman Wanda Lee Rohlf, Alderman Craig Eimer, Alderwoman Robin McClallen, Alderman Steve Parrott
Abstain: (0)
Absent: (0)

A tie vote goes to the Mayor to break. Due to a conflict of interest, he abstained. The item dies.

C. Resolution #2024-501 of the City of Lincoln adopting Civility Pledge (Tabled 10/7/24)

Alderman Eimer made the motion to remove the item from the table, Alderwoman Rohlf seconded. City Clerk Bateman called roll.

Yeas: (8) Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Wanda Lee Rohlf, Alderman Craig Eimer, Alderman Kevin Bateman, Alderwoman Robin McClallen, Alderwoman Rhonda O'Donoghue, Alderman David Sanders
Nays: (0)
Abstain: (0)
Absent: (0)

Alderman Bateman made the motion to approve, Alderwoman McClallen seconded. Mayor Welch called for discussion.

The Civility Pledge is something being circulated among the Illinois Municipal League because ethics is becoming more and more of an issue. It is not required to sign the pledge. All signed pledges will be attached to the resolution and filed.

Any new Council members will be asked to sign a pledge.

There being no other discussion, City Clerk Bateman called the roll.

Yeas: (8) Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Wanda Lee Rohlf, Alderman Craig Eimer, Alderman Kevin Bateman, Alderwoman Robin McClallen, Alderwoman Rhonda O'Donoghue, Alderman David Sanders
Nays: (0)
Abstain: (0)

Absent: (0)

Bids:

A. Approval of bid from Jaren Industries for the demolition of property at 129 S. Sangamon Street in the amount not to exceed \$210,000.00.

Alderman Eimer made the motion to approve, Alderwoman Rohlf's seconded. Mayor Welch called for discussion.

Alderman Bateman stated that he'd like the city to take every avenue available to recoup the city's money.

There being no other discussion, City Clerk Bateman called roll.

Yeas: (8) Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Wanda Lee Rohlf's, Alderman Craig Eimer, Alderman Kevin Bateman, Alderwoman Robin McClallen, Alderwoman Rhonda O'Donoghue, Alderman David Sanders

Nays: (0)

Abstain: (0)

Absent: (0)

Reports:

A. City Treasurer's Report for September 2024

General Fund Balance - a little over \$4.4 Million

Municipal Sales Tax & State Use Tax - up substantially from last year

Non-Home Rule Sales Tax - down from last month, but ahead for the year by \$12,000

State Income Tax – Down from last year

Motor Fuel Tax – up a bit from last year

Video Gaming Tax – up from a year ago

B. City Clerk's Report for September 2024

\$357,549.18 was taken in sewer receipts for the month of September 2024. \$25,223.10 was from one of the prisons.

C. Department Head Reports for September 2024

These reports are either on file or will be soon.

New Business/Communications:

A. Approval of Sewer Department M & R Reconciliation for Fiscal Year 2023/2024 in an amount not to exceed \$19,015.75.

Alderman Bateman made the motion to approve, Alderman Parrott seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called the roll.

Yeas: (8) Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Rhonda O'Donoghue, Alderwoman Wanda Lee Rohlf's, Alderman Kevin Bateman, Alderman Craig Eimer, Alderwoman Robin McClallen, Alderman David Sanders

Nays: (0)

Abstain: (0)

Absent: (0)

B. Approval of the expenditure of an amount not to exceed \$32,000.00 for design and engineering costs for a Community Pavilion at the Eighth Street Park.

Alderman O'Donoghue made the motion to approve, Alderman Sanders seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called the roll.

Yeas: (8) Alderman Steve Parrott, Alderman Sam Downs, Alderman Craig Eimer, Alderman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderman Rhonda O'Donoghue, Alderman Robin McClallen, Alderman David Sanders

Nays: (0)

Abstain: (0)

Absent: (0)

C. Approval of proposed additional target improvements to Stahlhut Drive, Malerich Drive, and Taylor Court at a cost not exceed \$400,000.00 from the Re-Build Illinois and MFT Funds.

Alderman O'Donoghue made the motion to approve, Alderman Sanders seconded. Mayor Welch called for discussion.

Some council members thought there were other city streets more in need of repair than the targets listed in the item and would like to table the item to look for other targets.

Mayor Welch stated that he was informed by CMT that if targets weren't approved by Nov 18th, the city risks losing the remaining rebuild Illinois funds.

The current targets will require only street work. All sidewalk and curb work was completed years ago. Malerich Drive is 20 years old.

There being no other discussion, City Clerk Bateman called roll.

Yeas: (8) Alderman Steve Parrott, Alderman Sam Downs, Alderman Wanda Lee Rohlfs, Alderman Craig Eimer, Alderman Kevin Bateman, Alderman Robin McClallen, Alderman Rhonda O'Donoghue, Alderman David Sanders

Nays: (0)

Abstain: (0)

Absent: (0)

Announcements:

- Alderman Eimer said the new Rock Quarry is open.
- Large crowd for the season finale of the Racetrack
- Mayor Welch thanked everyone involved the Movie in the Park and all who attended.
- The COW meeting next week will start an hour later due to the Veteran Tiny Home dedication in Atlanta.
- Extended hours at the Landfill will begin Oct 30th with leaf pickup beginning Nov 6th.

Adjournment:

There being no further discussion to come before the City Council of Lincoln, Alderman Downs motioned to adjourn, seconded by Alderman Parrott. Mayor Welch adjourned the meeting at 8:11 p.m.

Respectfully Submitted By:

Charity Hutchison, Recording Secretary

THE CITY OF LINCOLN

Date Received OCT 11 2024

**REQUEST TO PERMIT EVENT WITH STREET CLOSURE
Must Have Council Approval**

RECEIVED

Date(s) of Event: Friday November 29, 2024 A copy of this form must be available at the Event!

Please describe below your request for use of City Property.

Description of Event (including participating merchants, vendors, exhibitors, and units, etc.)

Annual Winter Wonderland Christmas tree lighting ceremony starting at 5:30pm
requesting closure of one block to ensure safety of guests attending the tree lighting ceremony
to take place at 5:30 pm

Location of Event Property: (Address Utilized Space) 100 Block of South Kickapoo St, Downtown Lincoln

Items occupying street space utilized: People

Date(s) and time(s) for usage of Property: 11/29/24 5:00pm - 6:00pm

Are licenses needed, if yes, please attach. YES NO

Street Closures and Parking Street(s) will be closed (Please attach map or sketch of all closures.)

If closed, which streets and blocks? 100 Block of South Kickapoo St, Downtown Lincoln

Closed from 5:00 a.m./p.m. until 6:00 a.m./p.m. (circle a.m. or p.m.)

If different times on different days, please specify. N/a

Does this street normally have access to a permitted parking lot? Specify, No

Certificate of Insurance Liability for event must be attached to request before approval.

Business/Organization/Sponsor Name: Winter Wonderland Festival

Contact Name: Kathie Williams Email: lincolnwinterwonderland@gmail.com

Address: 115 S Kickapoo St Signature: Kathie Williams

Phone: Business: 217-737-1634 Cell: 217-706-6881

APPROVED: (signatures)

Police Department: Joseph H. Meister

Fire Department: Walt Jank

Street Department: Walt Jank

Mayor: [Signature]

Vote: Council Approval ___ Years ___ Nays

Date: _____

As soon as all signatures are obtained, you will be contacted at the phone number you provided.

If your special event will be held more than once during this year with the same location and arrangements, you may use the same application with a change in dates.

ORDINANCE NO.
AN ORDINANCE ACCEPTING REAL ESTATE

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 _____, 2024,
WITNESSETH:

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

WHEREAS, the CITY OF LINCOLN desires to accept the donation of the following-described real estate to-wit:

Lot 120 in the Town of Lincoln, now a part of the City of Lincoln, Logan County, Illinois.

Tax I.D. No. 12-355-120-00;

and;

WHEREAS, the property is commonly known as 544 4th Street situated in Lincoln, and the City believes the property to have been abandoned for a number of years; and

WHEREAS, there is an active Estate for Randy Yager, and the estate is looking to close; and

WHEREAS, the Estate of Randy Yager desires to donate the property to the City of Lincoln, as the City has been mowing the grass on said property for some time; and

WHEREAS, the City Council contemplates this donation to either sell the parcel in order to recoup some of their costs or sell it for a nominal amount to a non-profit organization who would build a home on the parcel; and

WHEREAS, the City Council believes it would be in the best interest of the citizens of Lincoln if this property was either sold to recoup costs or built upon; and

WHEREAS, the City Council desires that the Mayor be given the authority to execute any paperwork necessary to effectuate this transfer; and

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

1. That it is in the best interests of the City of Lincoln that the above described real estate be purchased by the City of Lincoln.
2. The Mayor has the authority to execute any documents necessary in order to effectuate this purchase.
3. Effective Date. That this Ordinance is effective immediately upon its passage.

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

Alderman Parrott	_____	Alderwoman Rohlf	_____
Alderwoman McClallen	_____	Alderman Bateman	_____
Alderman Downs	_____	Alderman Eimer	_____

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

Passed and approved this ____ day of _____, 2024.

CITY OF LINCOLN,

BY: _____

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

ATTEST: _____ (SEAL)

City Clerk, City of Lincoln,
Logan County, Illinois

MEMORANDUM

TO: Mayor and City Council Members
FROM: Ashley Metelko, Administrative Assistant
MEETING DATE: October 29, 2024
RE: Economic Development Commission Grant Approvals

Background:

On October 18, 2024, the Economic Development Grant Commission met and approved the following applications:

STRUCTURAL GRANTS:

1. Kolton Johner – 201 Sangaman Street

- (2) Garage door replacements
- Amount requested \$7,500.00

Amount approved by Economic Development Commission on Oct. 18, 2024: \$7,500.00

2. Kevin & Brooke Hild – 116 N. McLean Street

- Roof replacements
- Amount requested \$7,500.00

Amount approved by Economic Development Commission on Oct. 18, 2024: \$7,500.00

3. Robert Becherer – 303 S. Kickapoo Street

- Window replacement
- Amount requested \$7,500.00

Amount approved by Economic Development Commission on Oct. 18, 2024: \$7,500.00

4. Scott Mack & Infiniti Real Estate LLC – 702-708 Keokuk Street

- Phase (2) roofing
- Amount requested \$7,500.00

Amount approved by Economic Development Commission on Oct. 18, 2024: \$7,500.00

Council Recommendation: Place on Regular City Council Meeting Agenda for Nov. 4, 2024.

EASEMENT



EASEMENT

KPH SOLAR FARMS LLC, hereinafter referred to as **GRANTEE**, and **Lincoln Lakes Condo Association**, hereinafter referred to as **OWNER, WITNESSETH:**

WHEREAS, Owner is the owner of certain real estate situated in the City of Lincoln, County of Logan and State of Illinois, which real estate is legally described as follows, and which real estate shall be referred to hereinafter as the "easement premises":

Commencing at an iron pin found at the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 36;
thence South 89 degrees 57 minutes 10 seconds West along the South line of Section 36 a distance of 254.60 feet to an iron pin set on the Southeasterly right-of-way line of the original Lincoln Sand and Gravel (LSG) railway;
thence Northeasterly along said line being a non-tangent curve to the left said curve having a radius of 953.90 feet a chord distance of 629.67 feet which bears North 22 degrees 42 minutes 03 seconds East an arc length of 641.49 feet to an iron pin set at the intersection of the West line of the Southeast Quarter of the Southeast Quarter of said Section 36;
thence North 1 degree 09 minutes 09 seconds West along said West line a distance of 240.78 feet to an iron pin set at the intersection of said section line and Southeast Kickapoo St. right-of-way line extended Southwesterly;
thence North 41 degrees 09 minutes 06 seconds East along said Kickapoo Street line extended a distance of 3.46 feet to an iron pin set;
thence North 1 degree 09 minutes 09 seconds West a distance of 247.95 feet to an iron pin set on the South right-of-way line of the City of Lincoln deed Doc. #371287;
thence South 89 degrees 47 minutes 37 seconds West along said South line thereof a distance of 64.74 feet to an iron pin set at the Southwest corner of said line;
thence South 1 degree 02 minutes 17 seconds East along the Westerly right-of-way line of the original (LSG) roadway deed a distance of 353.18 feet to an iron pin found at the Northeasterly corner of the CMT survey;
thence South 1 degree 18 minutes 09 seconds East of distance of 59.42 feet to an iron pin found at the Point of curve of the roadway and the City deed line;
thence along said curve to the right having a radius of 887.90 feet a chord distance of 712.43 feet which bears South 22 degrees 16 minutes 37 seconds West an arc length of 733.08 feet to an iron pin found on the South line of said Section 36;
thence North 89 degrees 57 minutes 10 seconds East along the South line thereof a distance of 91.69 feet to the Point of Beginning, containing 1.704 acres more or less.

AND WHEREAS the parties hereto have determined that it is in their best interests for the owner to grant, and the Grantee to accept an easement in and along the easement premises for utility purposes.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

1. Grantee shall have a non-exclusive right of access for ingress and egress on, over, and across the portion of South Lake Road for the installation, operation, maintenance, repair, replacement and removal of the Additional Solar Projects. The Access Easement shall be for a term that lasts until the last of the Additional Solar Projects ceases operation and Grantee deconstructs and removes all equipment, facilities and improvements.

2. The right of ingress and egress herein granted across the adjoining lands of the Owner shall be exercised and used in such a manner as not to cause any damage or destruction of any nature whatsoever to or interruption in the use of the adjoining lands owned by the Owner.

3. The Grantee agrees that the use hereby granted shall be limited exclusively to ingress, egress, and uses incidental thereto.

4. The Grantee agrees that it will save and hold the Owner harmless from all claims, causes and actions, suits, damages or demands whatsoever in law or in equity which may arise out of, or as a consequence of the negligence of the Grantee, or its authorized agents, servants, or employees.

5. The Owner hereby reserves the right to use the easement premises in any manner that will not prevent or interfere with the exercise by the Grantee of the rights granted hereunder; provided however, that the Owner shall not obstruct, or permit to be obstructed, the easement premises at any time whatsoever.

6. The Owner agrees that the Grantee may assign the rights granted to it hereunder or to assignee who demonstrates sufficient competence and gives adequate assurances that any work to be performed pursuant to such assignment shall be conducted in a good and workmanlike manner and Owner's interest in the easement premises shall be protected to the same extent as hereunder.

7. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

IN WITNESS WHEREOF the parties have hereunto executed and have caused this instrument to be executed by their proper officers duly authorized to execute the same.

KPH SOLAR FARMS, LLC

Owner

City

Owner

ATTEST:

STATE OF ILLINOIS
COUNTY OF LOGAN

)
)
)

SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that

,

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and seal this ____ day of _____, 2024.

Notary Public

STATE OF PENNSYLVANIA)
) SS.
COUNTY OF CHESTER)

On this ____ day of _____, 2024, before me appeared _____,
To me personally known or proved to me on the basis of satisfactory evidence to be the individual whose name is
subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and
that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted,
executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission expires:

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN DIEGO)

On this ____ day of _____, 2024, before me appeared _____,
To me personally known or proved to me on the basis of satisfactory evidence to be the individual whose name is
subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and
that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted,
executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission expires:

State of Illinois)
)
County of Logan) SS.

MEMORANDUM OF UNDERSTANDING
between the
CITY OF LINCOLN
Logan County, A Municipal Corporation
and the
Lincoln Lakes Condo Association

WHEREAS the parties acknowledge that the issue of the ownership of South Lake Road/Kickapoo Street has been an issue that took some time to discern who actually owned said road; and,

WHEREAS the City of Lincoln ordered extensive survey work of which the City of Lincoln believes that the road is owned by the Lincoln Lakes Condo Association; and,

WHEREAS despite said work there is still some indication from other sources that the City of Lincoln could still potentially be the owner of said road; and

WHEREAS the City of Lincoln desires to protect their utility lines via easement and to ensure that the easement previously given KPH Solar Farms, LLC is honored;

NOW, THEREFORE, BE IT RESOLVED BY AND BETWEEN THE CITY OF LINCOLN AND LINCOLN LAKES CONDO ASSOCIATION, THAT THEY AGREE AND APPROVE THE FOLLOWING:

1. That the Lincoln Lakes Condo Association grant the ability of the City of Lincoln to access, utilize, maintain their utility lines and will execute an easement for the benefit of the City of Lincoln to protect and access their utility lines that cross South Lake Road/Kickapoo Street; and
2. That the Lincoln Lakes Condo Association allow the solar company to access the road to construct and maintain their solar panels; and will execute an easement for the non-exclusive right for KPH Solar Farms, LLC to access the road for the purpose of constructing and maintaining the solar farm during the life of said solar farm.

Dated and approved this _____ day of November, 2024, by the parties' duly authorized and approved representatives:

Tracy Welch
Mayor of the City of Lincoln

Lincoln Lakes Condo Association

EASEMENT AGREEMENT

This Easement Agreement (the “**Easement Agreement**”) is made this _____ day of _____, 2024 (“**Effective Date**”), by and between The Lincoln Lakes Condo Association (“**Grantor**”), and City of Lincoln, an Illinois Municipal Corporation, having an office at 700 Broadway Street, Lincoln, Illinois, 62656 (“**Grantee**”).

RECITALS

- A. Grantor is the owner of South Lake Road/Kickapoo Street. The road was previously thought to of been owned by the City of Lincoln and the City has utility lines located that cross underneath said road.
- B. Grantor and Grantee desire to enter into an easement on the property listed as Exhibit A.

AGREEMENT

In consideration of the mutual rights and obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows.

1. Grant of Easements.
 - a. Grantee shall have a non-exclusive right of access for ingress and egress on, over, and across the portion of South Lake Road (also known as South Kickapoo St Rd) depicted in Attachment B.
 - b. A perpetual easement upon is hereby reserved for and granted to the City of Lincoln, Illinois, or others or any public utilities, their successors or assigns, to operate, maintain, renew, and reconstruct their facilities (public utility lines) as now existing on, over, or under that part of South Lake Road (also known as South Kickapoo Street)
2. Binding on Successors. This Easement Agreement shall run with the land and shall apply to and bind the parties hereto and their respective heirs, successors, executors, administrators, and assigns.
3. Right to Record. Grantee and Grantor agree that Grantee may, at its expense, have this Easement Agreement recorded in the office of the Logan County Recorder of Deeds.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement, as a sealed instrument, as of the day and year first above written.

GRANTOR:

Lincoln Lakes Condo Association

By: _____

Title: _____

GRANTEE:

City of Lincoln, Illinois

By: _____
Tracy Welch

Title: _____

STATE OF ILLINOIS)
)
COUNTY OF LOGAN) SS.

On this ____ day of _____, 2024, before me appeared _____,
to me personally known or proved to me on the basis of satisfactory evidence to be the individual
whose name is subscribed to the within instrument and acknowledged to me that he/she executed
the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the
person on behalf of which the individual acted, executed the instrument.

WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission expires:

STATE OF PENNSYLVANIA)

) SS.

COUNTY OF CHESTER)

On this ____ day of _____, 2024, before me appeared _____,
To me personally known or proved to me on the basis of satisfactory evidence to be the individual
whose name is subscribed to the within instrument and acknowledged to me that he/she executed
the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the
person on behalf of which the individual acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission expires:

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN DIEGO)

On this _____ day of _____, 2024, before me appeared _____,
To me personally known or proved to me on the basis of satisfactory evidence to be the individual
whose name is subscribed to the within instrument and acknowledged to me that he/she executed
the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the
person on behalf of which the individual acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission expires:

EXHIBIT A

Commencing at an iron pin found at the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 36;

thence South 89 degrees 57 minutes 10 seconds West along the South line of Section 36 a distance of 254.60 feet to an iron pin set on the Southeasterly right-of-way line of the original Lincoln Sand and Gravel (LSG) railway;

thence Northeasterly along said line being a non-tangent curve to the left said curve having a radius of 953.90 feet a chord distance of 629.67 feet which bears North 22 degrees 42 minutes 03 seconds East an arc length of 641.49 feet to an iron pin set at the intersection of the West line of the Southeast Quarter of the Southeast Quarter of said Section 36;

thence North 1 degree 09 minutes 09 seconds West along said West line a distance of 240.78 feet to an iron pin set at the intersection of said section line and Southeast Kickapoo St. right-of-way line extended Southwesterly;

thence North 41 degrees 09 minutes 06 seconds East along said Kickapoo Street line extended a distance of 3.46 feet to an iron pin set;

thence North 1 degree 09 minutes 09 seconds West a distance of 247.95 feet to an iron pin set on the South right-of-way line of the City of Lincoln deed Doc. #371287;

thence South 89 degrees 47 minutes 37 seconds West along said South line thereof a distance of 64.74 feet to an iron pin set at the Southwest corner of said line;

thence South 1 degree 02 minutes 17 seconds East along the Westerly right-of-way line of the original (LSG) roadway deed a distance of 353.18 feet to an iron pin found at the Northeasterly corner of the CMT survey;

thence South 1 degree 18 minutes 09 seconds East of distance of 59.42 feet to an iron pin found at the Point of curve of the roadway and the City deed line;

thence along said curve to the right having a radius of 887.90 feet a chord distance of 712.43 feet which bears South 22 degrees 16 minutes 37 seconds West an arc length of 733.08 feet to an iron pin found on the South line of said Section 36;

thence North 89 degrees 57 minutes 10 seconds East along the South line thereof a distance of 91.69 feet to the Point of Beginning, containing 1.704 acres more or less.

EXHIBIT B



Access easement over South Lake Road (also known as South Kickapoo St Rd).

EASEMENT



EASEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2024, between the **CITY OF LINCOLN, ILLINOIS**, A Municipal Corporation, hereinafter referred to as **CITY**, and **Lincoln Lakes Condo Association**, hereinafter referred to as **OWNER**, **WITNESSETH:**

WHEREAS, Owner is the owner of certain real estate situated in the City of Lincoln, County of Logan and State of Illinois, which real estate is legally described as follows, and which real estate shall be referred to hereinafter as the "easement premises":

Commencing at an iron pin found at the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 36;
thence South 89 degrees 57 minutes 10 seconds West along the South line of Section 36 a distance of 254.60 feet to an iron pin set on the Southeasterly right-of-way line of the original Lincoln Sand and Gravel (LSG) railway;
thence Northeasterly along said line being a non-tangent curve to the left said curve having a radius of 953.90 feet a chord distance of 629.67 feet which bears North 22 degrees 42 minutes 03 seconds East an arc length of 641.49 feet to an iron pin set at the intersection of the West line of the Southeast Quarter of the Southeast Quarter of said Section 36;
thence North 1 degree 09 minutes 09 seconds West along said West line a distance of 240.78 feet to an iron pin set at the intersection of said section line and Southeast Kickapoo St. right-of-way line extended Southwesterly;
thence North 41 degrees 09 minutes 06 seconds East along said Kickapoo Street line extended a distance of 3.46 feet to an iron pin set;
thence North 1 degree 09 minutes 09 seconds West a distance of 247.95 feet to an iron pin set on the South right-of-way line of the City of Lincoln deed Doc. #371287;
thence South 89 degrees 47 minutes 37 seconds West along said South line thereof a distance of 64.74 feet to an iron pin set at the Southwest corner of said line;
thence South 1 degree 02 minutes 17 seconds East along the Westerly right-of-way line of the original (LSG) roadway deed a distance of 353.18 feet to an iron pin found at the Northeasterly corner of the CMT survey;
thence South 1 degree 18 minutes 09 seconds East of distance of 59.42 feet to an iron pin found at the Point of curve of the roadway and the City deed line;
thence along said curve to the right having a radius of 887.90 feet a chord distance of 712.43 feet which bears South 22 degrees 16 minutes 37 seconds West an arc length of 733.08 feet to an iron pin found on the South line of said Section 36;
thence North 89 degrees 57 minutes 10 seconds East along the South line thereof a distance of 91.69 feet to the Point of Beginning, containing 1.704 acres more or less.

AND WHEREAS the parties hereto have determined that it is in their best interests for the owner to grant, and the City to accept an easement in and along the easement premises for utility purposes.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

1. The Owner hereby grants and conveys to the City a perpetual easement to survey, construct, operate, maintain, test, inspect, repair, remove, replace or abandon in place and control utility facilities, subject to the terms and conditions hereinafter set forth, in, along, and upon the easement premises together with all reasonable rights of ingress and egress across adjoining lands of the Owner necessary for the exercise of the rights herein granted.

2. The right of ingress and egress herein granted across the adjoining lands of the Owner shall be exercised and used in such a manner as not to cause any damage or destruction of any nature whatsoever to or interruption in the use of the adjoining lands owned by the Owner.

3. The City agrees that the use hereby granted shall be limited exclusively to utility facilities and uses incidental thereto.

4. The City agrees that it will save and hold the Owner harmless from all claims, causes and actions, suits, damages or demands whatsoever in law or in equity which may arise out of, or as a consequence of the negligence of the City, or its authorized agents, servants, or employees, in maintaining, repairing and utilizing said utility facilities.

5. The Owner hereby reserves the right to use the easement premises in any manner that will not prevent or interfere with the exercise by the City of the rights granted hereunder; provided however, that the Owner shall not obstruct, or permit to be obstructed, the easement premises at any time whatsoever.

6. The Owner agrees that the City may assign the rights granted to it hereunder or to assignee who demonstrates sufficient competence and gives adequate assurances that any work to be performed pursuant to such assignment shall be conducted in a good and workmanlike manner and Owner's interest in the easement premises shall be protected to the same extent as hereunder.

7. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

IN WITNESS WHEREOF the parties have hereunto executed and have caused this instrument to be executed by their proper officers duly authorized to execute the same.

CITY OF LINCOLN, ILLINOIS
A Municipal Corporation

Owner

City

Owner

ATTEST:

STATE OF ILLINOIS
COUNTY OF LOGAN

)
)

SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that

,

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and seal this ____ day of _____, 2024.

Notary Public

EASEMENT AGREEMENT

This Easement Agreement (the “**Easement Agreement**”) is made this _____ day of _____, 2024 (“**Effective Date**”), by and between The Lincoln Lakes Condo Association (“**Grantor**”), and KPH Solar Farms, LLC, a Pennsylvania limited liability company, having an office at 12 Paoli Pike, Suite 5, Paoli, PA 19301 (“**Grantee**”).

RECITALS

A. Grantor is the owner of South Lake Road/Kickapoo Street. The road was previously thought to of been owned by the City of Lincoln and an easement was granted for utilization of said road on March 7, 2024 document number 202400000978.

B. Grantor and Grantee desire to enter into an easement on the property listed as Exhibit A.

AGREEMENT

In consideration of the mutual rights and obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows.

1. Grant of Easements.

a. Grantee shall have a non-exclusive right of access for ingress and egress on, over, and across the portion of South Lake Road (also known as South Kickapoo St Rd) depicted in Attachment B for the installation, operation, maintenance, repair, replacement and removal of the Additional Solar Projects.

b. The Access Easement shall be for a term that lasts until the last of the Additional Solar Projects ceases operation and Grantee deconstructs and removes all equipment, facilities and improvements.

2. Binding on Successors. This Easement Agreement shall run with the land and shall apply to and bind the parties hereto and their respective heirs, successors, executors, administrators, and assigns.

3. Right to Record. Grantee and Grantor agree that Grantee may, at its expense, have this Easement Agreement recorded in the office of the Logan County Recorder of Deeds.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement, as a sealed instrument, as of the day and year first above written.

GRANTOR:

Lincoln Laes Condo Association

By: _____

Title: _____

GRANTEE:

KPH SOLAR FARMS, LLC

By: _____
Anthony C. Fotopoulos

Title: _____

Consented to:

KPH IL 16, LLC

By: _____

Title: _____

STATE OF ILLINOIS)
)
COUNTY OF LOGAN) SS.

On this _____ day of _____, 2024, before me appeared _____,
to me personally known or proved to me on the basis of satisfactory evidence to be the individual
whose name is subscribed to the within instrument and acknowledged to me that he/she executed
the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the
person on behalf of which the individual acted, executed the instrument.

WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission expires:

STATE OF PENNSYLVANIA)
) SS.
COUNTY OF CHESTER)

On this ____ day of _____, 2024, before me appeared _____,
To me personally known or proved to me on the basis of satisfactory evidence to be the individual
whose name is subscribed to the within instrument and acknowledged to me that he/she executed
the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the
person on behalf of which the individual acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission expires:

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN DIEGO)

On this ____ day of _____, 2024, before me appeared _____,
To me personally known or proved to me on the basis of satisfactory evidence to be the individual
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the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the
person on behalf of which the individual acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission expires:
