

CITY OF LINCOLN
REGULAR CITY COUNCIL MEETING
AGENDA
DECEMBER 1, 2025
CITY HALL COUNCIL CHAMBERS
700 BROADWAY STREET
6:05 PM

- 1. Call to Order**
- 2. Roll call**
- 3. Pledge of allegiance**
- 4. Public Participation**
- 5. 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 on 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 November 12, 2025 Committee of the Whole Meeting, November 17, 2025 Regular City Council Meeting.
- C. Request from the City of Lincoln to permit the closing of various City Streets on Thursday, December 4, 2025 from 5:30 p.m. until 8:00 p.m. for the Annual Christmas Parade.

6. Ordinances and Resolutions

Ordinance Creating Section 3-27 of the Lincoln City Code (Tabled Item 11/17/2025).

7. Reports

8. New Business/Communication

- A. Approval of the repair of Fire Department Squad 5100 at a cost not to exceed \$18,907.75.
- B. Approval of Sewer Blower Building VFD upgrade at a cost not to exceed \$100,750.00.
- C. Approval of the renewal of a Certificate of Deposit in the Sewer O&M Fund for a term of seven (7) months at a rate of 3.59%.
- D. Approval of Economic Development Grant to Shivan OM Oil d/b/a 5th Street Food Market at 1302 5th Street for exterior door replacement at a cost not to exceed \$7,500.00.
- E. Approval of Economic Development Grant to Tammy Rich Miley d/b/a IGY6 Thrift at 311 S. Sangamon Street for half-roof replacement at cost not to exceed \$7,500.00.
- F. Approval of amended lease agreement for office space between Lincoln Economic Advancement and Development (LEAD) and the City of Lincoln.

9. Announcement

10. Possible Executive Session

11. 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

Wednesday, November 12, 2025

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

Present:

Alderwoman Robin McClallen, Ward 1
Vacant, Ward 2
Alderman Sam Downs, Ward 2
Alderman Dennis Clemons, Ward 3
Alderman Stan Anderson, Ward 4
Alderwoman Rhonda O'Donoghue, Ward 4

Present:

John Hoblit, City Attorney
Chuck Conzo, City Treasurer
Walt Landers, Streets Superintendent
Andrew Bowns, Veolia Water, Project Manager
Joe Meister, Police Chief
Ty Johnson, Fire Chief
Wes Woodhall, Building and Safety Officer
Scott McCoy, Director of City Tourism

Absent:

Alderman Steve Parrott, Ward 1
Alderman Kevin Bateman, Ward 3
Peggy Bateman, City Clerk

Presiding:

Tracy Welch, Mayor

The Council held a moment of silence for the passing of Prior Vice President Dick Cheney.

Public Comment:

There was no one present for public comment.

Shane Remmert, CMT – Community Pavilion Bid Results

6 bids were received ranging in cost from \$369,800 - 464,000.

The lowest bidder was Johnco Construction out of Mackinaw in the amount of \$369,800. Engineer's estimate was \$380,000.00. Mr. Remmert made reference calls, all were favorable.

\$136,514.00 of ARPA funds will be used towards this project, the remaining funds will be financed and paid back through Hotel/Motel.

Mr. Remmert recommends awarding the bid to Johnco for an amount not to exceed \$386,514.00. This allows 5% for any change orders.

Planning for a start date in Spring and completion date by September 1st.

This item will be placed on the regular agenda.

Campus View Drive – Sewer Construction

Engineering is complete.

The plan is to replace the existing sewer lines and tie in homeowners as the project progresses.

Total project cost is \$1,158,000.00 that includes a 20% contingency.

There is a rough schedule included in the memo that will be submitted to the EPA for permit approval.

In order to stay on that schedule, Mr. Bowns would like Mayor Welch to have authorization to approve any RFPs that may come up.

This item will be placed on the regular agenda.

City of Lincoln 2026 Holiday Schedule

This item will be placed on the regular agenda.

City of Lincoln 2026 Meeting Schedule

This item will be placed on the regular agenda.

Approval of Lease to purchase new 2026 Dump Truck and Snowplow

The average age of the Street Departments fleet is 19.5 years.

The down payment (\$80,000) for this purchase is budgeted. The remaining cost will be financed for 3 years.

This item will be placed on the regular agenda.

Lincoln Police Department hiring to replace foreseen vacancy

The department is expecting a retirement in June 2026. This hire will replace that position.

Chief Meister would like to hire the replacement 12 weeks ahead of the retirement. He states that his FY25/26 budget allows for the extra salary.

This item will be placed on the regular agenda.

Request for Mayor Credit Card

With the recent purchase of the bank building, the Mayor's office is in need of their own Heartland Bank credit card to make purchases without having to use another department's card. The card will have a \$5,000 limit like all other departments.

This item will be placed on the regular agenda.

Ordinance Creating 3-27 of the Lincoln City Code

Some communities have recently had issues of illegal practices being done inside massage parlors.

The city is updating the city code to specifically line out what is allowed and not allowed.

This would require a city license and would prevent law enforcement from having to obtain warrants or court orders to shut them down if not in compliance.

This item will be placed on the regular agenda.

Announcements:

- The Senior Flats Apartment Building Construction is complete. Mayor Welch said the Senior partners had nothing but great things to say about Mr. Woodhall and how smoothly things ran.
- Ribbon cutting on 11/13 at 4:45pm at the Silas Health and Wellness in the Integrity Data Bldg.
- Leaf collection is still happening each Wednesday until Dec 10th. LWF is open Wednesday – Sunday.
- Kickapoo Street IDOT project: old asphalt was milled off, new asphalt being put down tomorrow and may take two days to go both directions.
- Kathie Williams has been selected as the Grand Marshall for the Christmas Parade.

Adjournment:

There being no further discussion to come before the City Council of Lincoln, Alderman Downs motioned to adjourn, seconded by Alderman Clemons. All were in favor. Mayor Welch adjourned the meeting at 6:37 p.m.

Respectfully Submitted By:

Charity Hutchison, Recording Secretary

REGULAR CITY COUNCIL MEETING

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

Monday, November 17, 2025

The Regular Meeting of the City Council of Lincoln was called to order by Mayor Welch at 6:02 pm, with proper notice given. City Clerk Peggy Bateman called roll.

Present:

Alderwoman Robin McClallen, Ward 1
Alderman Steve Parrott, Ward 1
Vacant, Ward 2
Alderman Sam Downs, Ward 2
Alderman Kevin Bateman, Ward 3
Alderman Dennis Clemons, Ward 3
Alderman Stan Anderson, Ward 4
Alderwoman Rhonda O'Donoghue, Ward 4

Staff Present:

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

Remote:

Scott McCoy, Director of City Tourism
Andrew Bowns, Veolia Water, Project Manager

Presiding:

Tracy Welch, Mayor

Public Comment:

Lynette Bruce and Joyce Liesman both spoke regarding the Ordinance creating Section 3-27 in the City Code for massage parlors.

Consent Agenda by Omnibus Vote:

A. Payment of Bills

B. Approval of minutes October 20, 2025 Regular City Council Meeting, October 28, 2025

Committee of the Whole Meeting, November 3, 2025 Regular City Council Meeting

Alderman Clemons made the motion to approve, 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 Dennis Clemons, Alderman Kevin Bateman, Alderwoman Robin McClellan, Alderman Stan Anderson, Alderwoman Rhonda O'Donoghue

Nays: (0)

Abstain: (0)

Absent: (0)

Ordinances and Resolutions:**A. Ordinance creating Section 3-27 of the Lincoln City Code.**

Alderman Clemons made the motion to table this item, Alderwoman O'Donoghue seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called roll.

Yeas: (7) Alderman Steve Parrott, Alderman Sam Downs, Alderman Dennis Clemons, Alderman Kevin Bateman, Alderman Stan Anderson, Alderwoman Robin McClellan, Alderwoman Rhonda O'Donoghue
Nays: (0)

Abstain: (0)

Absent: (0)

Bids:**A. Approval of bid from Johnco Construction for the construction of a community pavilion at a cost not to exceed \$386,514.00.**

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

Yeas: (7) Alderman Steve Parrott, Alderman Sam Downs, Alderman Dennis Clemons, Alderman Kevin Bateman, Alderman Stan Anderson, Alderwoman Robin McClellan, Alderwoman Rhonda O'Donoghue
Nays: (0)

Abstain: (0)

Absent: (0)

Reports:**A. City Treasurer's Report for October, 2025**

General Fund – Going in the right direction

Sales Tax, Municipal Sales Tax & Non-Home Rule Sales tax – all increased

Replacement Tax – down considerably, but was expected

Motor Fuel Tax – similar to before

Video Gaming Tax – a bit ahead from last month

B. City Clerk's Report for October, 2025

\$259,992.68 was received in sewer payments for the month of October. \$47,229.45 was received from both prisons.

C. Department Head Reports for October, 2025

These reports are on file or will be soon.

New Business/Communications:**A. Approval of sewer construction on Campus View Drive in an amount not to exceed \$1,158,000.00 and authorization for the Mayor to accept and sign the lowest qualified bid received.**

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

Alderman Bateman wanted it clarified that this work is for the 100, 200 and 300 block of Campus View Dr. He resides on Campus View Dr but it does not affect his residence.

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

Yeas: (6) Alderman Steve Parrott, Alderman Sam Downs, Alderman Dennis Clemons, Alderman Kevin Bateman, Alderman Stan Anderson, Alderwoman Rhonda O'Donoghue

Nays: (0)

Abstain: (1) Alderwoman Robin McClellan

Absent: (0)

B. Approval of the City of Lincoln 2026 Holiday Schedule

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

Yeas: (6) Alderman Steve Parrott, Alderman Sam Downs, Alderman Dennis Clemons, Alderman Stan Anderson, Alderwoman Robin McClellan, Alderwoman Rhonda O'Donoghue

Nays: (0)

Abstain: (1) Alderman Kevin Bateman

Absent: (0)

C. Approval of the City of Lincoln 2026 Meeting Schedule

Alderwoman McClellan made the motion to approve, 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 Dennis Clemons, Alderman Kevin Bateman, Alderman Stan Anderson, Alderwoman Robin McClellan, Alderwoman Rhonda O'Donoghue

Nays: (0)

Abstain: (0)

Absent: (0)

D. Approval of the lease/purchase of a 2026 International Dump Truck and Snow and Ice Control Equipment at a cost not to exceed \$230,244.97.

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

Yeas: (7) Alderman Steve Parrott, Alderman Sam Downs, Alderman Dennis Clemons, Alderman Kevin Bateman, Alderman Stan Anderson, Alderwoman Robin McClellan, Alderwoman Rhonda O'Donoghue

Nays: (0)

Abstain: (0)

Absent: (0)

E. Approval of the hiring of a Police Officer to fill a vacancy which will occur on June 30, 2025.

Alderman Bateman made the motion to approve, Alderman Downs seconded.

Alderman Bateman made the motion to amend the item to read "to fill the vacancy in 2026", Alderman Clemons seconded.

Mayor Welch called for discussion, there being none, City Clerk Bateman called roll on the amendment.

Yeas: (6) Alderman Steve Parrott, Alderman Sam Downs, Alderman Dennis Clemons, Alderman Kevin Bateman, Alderman Stan Anderson, Alderwoman Robin McClellan,

Nays: (0)

Abstain: (1) Alderwoman Rhonda O'Donoghue

Absent: (0)

City Clerk Bateman called roll on the item as amended.

Yeas: (7) Alderman Steve Parrott, Alderman Sam Downs, Alderman Dennis Clemons, Alderman Kevin Bateman, Alderman Stan Anderson, Alderwoman Robin McClellan, Alderwoman Rhonda O'Donoghue

Nays: (0)

Abstain: (0)

Absent: (0)

F. Approval of the issuance of a credit card from Heartland Bank to Mayor Tracy Welch with a credit limit of \$5,000.00.

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

Yeas: (7) Alderman Steve Parrott, Alderman Sam Downs, Alderman Dennis Clemons, Alderman Kevin Bateman, Alderman Stan Anderson, Alderwoman Robin McClellan, Alderwoman Rhonda O'Donoghue

Nays: (0)

Abstain: (0)

Absent: (0)

Announcements:

- Coffee with the Mayor on Jan 10th
- Chief Meister wished to reiterate that the GoGOV app is not to be used for a crime in progress report. Crime in progress reports should go through 911.

Adjournment:

There being no further discussion to come before the City Council of Lincoln, Alderman Anderman motioned to adjourn, seconded by Alderman Clemons. Mayor Welch adjourned the meeting at 7:20 p.m.

Respectfully Submitted By:

Charity Hutchison, Recording Secretary

THE CITY OF LINCOLN

Date Received NOV 20 2025

REQUEST TO PERMIT EVENT WITH STREET CLOSURE **RECEIVED**

Must Have Council Approval

Date(s) of Event: December 4th, 2025 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.)

Lincoln's annual Christmas Parade. Multiple participants
will be bringing trucks, floats, golf carts, other vehicles, fire
trucks, and some will be walking.

Location of Event Property: (Address Utilized Space) Downtown Lincoln

Items occupying street space utilized: Parade floats, vehicles, people

Date(s) and time(s) for usage of Property: December 4th, 2025 5:30p-8:00p

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? See attached

Closed from 5:30 a.m./☒p.m. until 8:00 a.m./☒p.m. (circle a.m. or p.m.)

If different times on different days, please specify. _____

Does this street normally have access to a permitted parking lot? Specify, _____

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

Business/Organization/Sponsor Name: City of Lincoln

Contact Name: Ashley Metelko Email: ametelko@lincoln.il.gov

Address: 700 Broadway St Signature: Ashley Metelko

Phone: Business: 217-732-2122 Cell: _____

APPROVED: (signatures)

Police Department: Joseph H. Meister Jr.

Fire Department: [Signature]

Street Department: [Signature]

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.

calcmeps.com

4

Distance: 804.8 m | 0.80 km | 0.50 mi | 2640 ft | 880.1 yd | 0.43 mi



ORDINANCE NO.
AN ORDINANCE CREATING 3-27
OF THE LINCOLN CITY CODE

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 _____, 2025, WITNESSETH:

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

WHEREAS, the CITY OF LINCOLN provides within Article III of the City Code regulations to certain types of businesses; and

WHEREAS, the CITY COUNCIL of the CITY OF LINCOLN acknowledges that there has been a rise in massage parlors opening in Central Illinois that are more akin to prostitution than their namesake; and

WHEREAS, the CITY OF LINCOLN believes it is in the best interest of the Citizens of Lincoln that these places be licensed and inspected by the City of Lincoln to ensure these respective massage parlors stay within their intended use;

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

1. That Title 3 Chapter 27 of the Lincoln City Code is hereby created to regulate massage establishments. (See Exhibit A).
2. Effective Date. That this Ordinance is effective 90 days upon passage.

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

Alderman Parrott	_____	Alderwoman McClallen	_____
Alderman Clemons	_____	Alderman Bateman	_____
Alderwoman O'Donoghue	_____	Alderman Anderson	_____
Alderman Downs	_____		

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

Passed and approved this ____ day of _____, 2025.

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

3-27 MESSAGE ESTABLISHMENTS

3-27-1 Definitions.

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Advertise or advertising material. The issuance of any card, sign, or device to any person; the causing, permitting, or allowing of any sign or marking on or in any building, vehicle, or other structure; or any printed, audio, or video material published in or broadcast by any newspaper, magazine, television, radio, internet, internet streaming device, blog, chat room, website, or social media.

Applicant. Any person that applies for a massage establishment license.

Bodywork or bodywork services. Any method of applying pressure on or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating, touching or stimulating, the external parts of the body, by another individual, with the hands, any body part, or with the aid of any mechanical or electrical apparatus or appliances, with or without such supplementary aids as rubbing alcohol, liniments, antiseptics, oils, powders, creams, lotions, ointments or similar preparations, for compensation. The definition of bodywork or bodywork services for the purposes of this article is intentionally not the same and is broader than the definition of massage in this article, and is intended to cover massage, bodywork services provided by bodywork practitioners, and other similar services that fit the general definition, regardless of what the services or the person providing the services is called, unless expressly excluded by this article.

Bodywork practitioner or bodywork provider. Any person who provides bodywork services, including massage therapists.

Employee. Any and all persons other than massage therapists, who render any service to the licensee, who receive compensation directly from the licensee, and who have no physical contact with customers and clients.

Health officer. Health officer shall mean the director of the Health Department of Logan County or his/her authorized representative.

Licensee. An applicant who has received a license from the city to operate a massage establishment.

Massage. Massage for the purposes of this article is intended to cover massage and bodywork services provided by massage therapists, bodywork practitioners, and other similar services that fit the definition, regardless of what the services or the person providing the services is called, unless expressly excluded by this article.

Massage establishment. Except as otherwise provided in this article, any establishment having a fixed place of business within the city that advertises or offers massage services, or where any person for any consideration whatsoever, engages in the practice of massage, or carries on, or permits to be engaged or carried on any massage services as defined in this article.

Massage, massage services, or massage therapy. Any system of structured palpitation or movement of the soft tissue of the body, including, but not limited to, techniques such as effleurage or stroking and gliding, petrissage or kneading, tapotement or percussion, tapping, pounding, friction, vibration, compression, touching, stimulating, and stretching the external parts of the body with or without the aid of lubricants, rubbing alcohol, liniments, antiseptics, oils, powder, creams, lotions, ointments, salt or herbal preparations, hydromassage, thermal massage, a massage device that mimics or enhances the actions typically performed by human hands, or any other similar preparations commonly used in this practice.

Massage therapist. Any person who, for any consideration whatsoever, engages in the practice of massage as defined in this article, and who holds a valid license from the Illinois Department of Finance and Professional Regulation, or possesses written documentation of exemption from licensing or certification under the Illinois Massage Licensing Act (225 ILCS 57/1 et seq.) to perform massage services. For the purposes of this article, "massage therapist" shall include practitioners of Asian bodywork approaches and other similar practitioners exempt from licensing under the Illinois Massage Licensing Act (225 ILCS 57/25).

Person. Any individual, partnership, firm, association, limited liability company, joint venture, joint stock company, corporation or combination thereof in whatever form or character.

Sexual or genital area. The male or female genitals, pubic area, buttocks, anus or perineum of any person, or the vulva or breasts of a female.

3-27-2 License required.

It shall be unlawful for any person to advertise, offer, engage in, conduct or carry on, or to permit to be advertised, offered, engaged in, conducted or carried on, in or upon any premises in the city, the operation of a massage establishment as herein defined, without first having obtained a license from the city pursuant to the provisions of this article, with the exception of the following:

- A. Hospitals, nursing homes, medical facilities, or offices at which physicians, surgeons, chiropractors, osteopaths, podiatrists, naprapaths, occupational therapists, physical therapists, or other health care workers duly licensed by the State of Illinois to provide, on an ongoing basis, professional health services to individuals including, but not limited to, services permitted by the Illinois Occupational Therapy Practices Act (335 ILCS 75/1 et seq.), the Illinois Physical Therapy Act (225 ILCS 90/1 et seq.), or the Illinois Naprapathic Practices Act (225 ILCS 63/1 et seq.)
- B. Athletic trainers for any athletic program of a private or public school, college, or any athletic team regularly organized or engaging in competition;
- C. Barbers, estheticians, and cosmetologists who are duly licensed by the State of Illinois, and who only provide massage services of the neck, back, face, scalp, hair, hands, and feet of a patron who is fully clothed;
- D. Any school or educational institution licensed to do business as a school or educational institution in the State of Illinois, or any school recognized by or approved by or affiliated with the American Massage Therapy Association, the National Certification Board for Therapeutic Massage and Bodywork, or the Federation of State Massage Therapy Boards, and which has for its purpose or offers courses in the teaching of the theory, method, profession, or work of bodywork or massage, including clinical externships, practicums or community services
- E. Home-based massage services provided by a person who is duly licensed by the State of Illinois, provided that such person is otherwise in compliance with the city code pertaining to home occupations; and
- F. Massage services offered or conducted by a licensed massage establishment and which are performed at a location other than a massage establishment, provided that such massage services are performed in accordance with this article.

3-27-3 Filing of application and fee provision.

- A. Every applicant for a license to maintain, operate, or conduct a massage establishment shall file an application with the city clerk as provided herein and pay a non-refundable fee of \$25. The application shall be in the form provided by the city clerk or his/her designee.
- B. The city clerk shall, within five days of the receipt of an application for a massage establishment license, forward copies of such application to the chief of police and the Fire Chief for investigation. The police department and the fire department, may, within 30 days of the receipt of a copy of the application, inspect the premises proposed to be operated as a massage establishment and make written recommendations concerning compliance with the codes, laws,

regulations, and ordinances that each respective department administers. The mayor shall thereafter review the application and make the final determination whether to grant or deny the application for a license under this article, and shall also provide a copy of the recommendation to the city clerk.

- C. The mayor shall determine whether to grant, deny or hold an application for further investigation, and the city clerk shall notify the applicant that his or her application is granted, denied, or held for further investigation by the mayor. Upon the conclusion of such additional investigation, if necessary, the mayor shall determine whether to grant or deny, and the city clerk shall advise the applicant in writing whether the application is granted or denied by the mayor.

3-27-4 Application for massage establishment.

- A. The application for a license to operate a massage establishment shall set forth the exact nature of the massage services to be administered, and the proposed place of business and facilities therefor.
- B. The application for a license shall contain the following information:
 - 1. The applicants name, current, address, telephone number, and date of birth.
 - 2. The name, address, and date of birth of all employees, massage therapists, managers, and persons with supervisory authority that have been or intended to be employed by the applicant or provide massage services.
 - 3. Whether the applicant has had any license denied, revoked or suspended in the City of Lincoln, State of Illinois, or any other state or municipality for a massage establishment, and the reasons therefor.
 - 4. Whether the applicant, or any employee, massage therapist, manager, or person with supervisory authority has had any criminal or municipal ordinance violation convictions, forfeiture of bond, and pleadings of nolo contendere on all charges, except minor traffic violations, within the last five years.
 - 5. Authorization for the chief of police or his designee to conduct a background check and take fingerprints on the applicant, and any manager or person with supervisory authority.
 - 6. A copy of the State of Illinois issued massage license for each massage therapist that has been or is intended to be employed by the applicant to provide massage services, or a copy of the certification or other written

documentation or proof of exemption for licensing as required by the Massage Licensing Act (225 ILCS 57/25).

7. A drawing or floor plan of the premises designating each room by its purpose or the activity that will take place in each room.
8. If the premises is leased:
 - a. A copy of the lease, and any subleases, assignments or acceptances in effect at the time of application;
 - b. the name, address and telephone number of the legal owner of the premises;
 - c. If the legal owner is not an individual, the name, address and telephone number of a representative or agent authorized to act on behalf of the legal owner; and
 - d. If the premises is managed or supervised by someone other than the legal owner thereof, the name, address and telephone number of the person, business or entity who manages or supervises the premises.
9. If the applicant is a business:
 - a. The type of business or entity (i.e. sole proprietorship, corporation, limited liability company, partnership, etc.)
 - b. The name of the business or entity, and all assumed names under which the business or entity is conducted; and
 - c. The names, addresses, telephone numbers, and dates of birth of all persons with management and supervisory authority of the business or entity.
10. The information requested in divisions (b)(1), (3), (4) and (5) shall also include information for the following persons:
 - a. If the applicant is a sole proprietorship, the information sought to be provided shall be for the individual.
 - b. If the applicant is a partnership, the information sought to be provided shall be for each general and limited partner, for each individual who is a general partner of such general or limited partnership, and for each individual who owns more than 5% of such limited partnership.

- c. If the applicant is a joint venture, the information sought to be provided shall be for each joint venturer and each individual who owns more than 5% of such joint venture.
 - d. If the applicant is a corporation, the information sought to be provided shall be for each officer and director, and if the corporation's stock is publicly traded, each shareholder owning more than 5% of the outstanding stock in said corporation.
 - e. If the applicant is a limited liability company, the information sought to be provided shall be for each manager and member
- C. If a change in any information required under this section occurs at any time during a license period, the licensee shall file a written statement with the city clerk indicating the nature and effective date of the change. The change in information statement shall be filed no later than ten days after the change(s) take effect.

3-27-5 Issuance of license for massage establishment.

- A. Upon receipt of the mayor's determination as referred to in this article, the city clerk shall issue a license to maintain, operate or conduct a massage establishment, unless the mayor finds:
 - 1. That the operation of the massage establishment, as proposed by the applicant, would not comply with all applicable laws, including, but not limited to, the building, health, planning, housing, zoning, and fire codes of the City of Lincoln; or
 - 2. That the applicant and any other person who will be directly or indirectly engaged in the management and operation of a massage establishment has been convicted of or pled guilty to:
 - a. A Felony;
 - b. An offense involving sexual misconduct with children; or
 - c. Prostitution, soliciting for a prostitute, keeping a place of prostitution, pimping, or other similar offense opposed to decency and morality; or
 - 3. That the applicant has failed or refused to give information relevant to the investigation of the application: submitted false, misleading or incomplete information: or has refused to submit to or cooperate with any inspection required by this article; or

4. That the operation of the massage establishment, as proposed by the applicant, would violate the provisions of this article; or
 5. That the granting of the license would not be in the best interests of the city and the reason(s) therefore; or
- B. The mayor, at his/her discretion, may issue a license to any person convicted of or who has pled guilty to any felony, if the mayor finds that such conviction occurred at least five years prior to the date of application, the applicant has had no subsequent convictions, and the applicant has shown evidence of rehabilitation sufficient to warrant the public trust.
- C. Every massage establishment license issued pursuant to this article shall expire on May 1 of each year, unless sooner suspended or revoked in accordance with this article.

3-27-6 Facilities necessary.

- A. No massage establishment shall be issued a license, nor be operated, established or maintained within the city, unless said establishment complies with each of the following minimum requirements:
1. Construction of room used for toilets, tubs, steam baths and showers shall be made waterproof with approved waterproof materials and shall be installed in accordance with the building code of the City of Lincoln.
 2. All massage tables, bathtubs, shower stalls, steam or bath areas, lavatories, and floors shall have surfaces which may be readily disinfected.
 3. Adequate bathing, dressing, locker, and toilet facilities shall be provided for patrons to be served at any given time. In the event male and female patrons are to be served simultaneously, separate bathing, dressing, locker, toilet, and massage room facilities shall be provided. Separate toilet and lavatory facilities shall be maintained for personnel.
 4. The premises shall have adequate equipment for disinfecting and sterilizing non-disposable instruments and materials used in administering massages. Such non-disposable instruments and materials shall be disinfected after use on each patron.
 5. Closed cabinets shall be provided and used for the storage of clean linen, towels, and other materials used in connection with administering massages. All soiled linens, towels, and other materials shall be kept in properly covered containers or cabinets, which shall be kept separate from the clean storage areas.

6. Toilet facilities shall be provided within the massage establishment in convenient locations. When five or more employees and patrons of different sexes are on the premises at the same time, separate toilet facilities shall be provided. A single water closet per sex shall be provided for each 20 or more employees or patrons of that sex on the premises at any one time. Urinals may be substituted for water closets after one water closet has been provided. Toilet facilities shall be designated as to the sex accommodated therein.
7. Lavatories or washbasins shall provide both hot and cold running water and shall be installed in the toilet room. Lavatories or washbasins shall be provided with a soap dispenser and sanitary towels
8. The premises shall be equipped with a service sink for custodial service.

3-27-7 Operating requirements.

- A. Every portion of the massage establishment, including appliances and apparatus, shall be kept clean and operated in a sanitary condition.
- B. Price rates for all services shall be prominently posted in the reception area in a location available to all patrons and prospective customers or provided to all patrons and prospective customers as a written price list.
- C. All employees, managers, persons with supervisory authority, massage therapists, agents, and independent contractors shall wear clean, non-transparent outer garments, which cover the sexual and genital areas while on the licensed premises. Employees, massage therapists, agents, and independent contractors shall not disrobe, or offer or agree to disrobe, either wholly or partially while in the presence of any patron receiving massage services. A separate dressing room for each sex must be available on the premises with individual lockers for each employee and massage therapist. Doors to such dressing rooms shall open inward and shall be self-closing.
- D. All massage establishments shall maintain clean, laundered sheets and towels in sufficient quantity, and shall be laundered after each use thereof and stored in a sanitary manner.
- E. The sexual or genital area of patrons must be covered by towels, cloths, or undergarments when in the presence of an employee, manager, person with supervisory authority, massage therapist, agent, or independent contractor.
- F. It shall be unlawful for any employee, manager, person with supervisory authority, massage therapist, agent, or independent contractor, to place his or her hand upon, to touch with any part of his or her body, to fondle in any manner, or to massage a sexual or genital area of any person while on the licensed premises.

- G. No employee, manager, person with supervisory authority, massage therapist, agent or independent contractor shall perform, or offer or agree to perform any act which would require the touching of the patrons' genital area.
- H. All walls, ceilings, floors, pools, showers, bathtubs, steam rooms, and all other physical facilities shall be in good repair and maintained in a clean and sanitary condition. Wet and dry heat rooms, steam or vapor rooms, or steam or vapor cabinets, shower compartments, and toilet rooms shall be thoroughly cleaned each day the business is in operation. Bathtubs and showers shall be thoroughly cleaned after each use. When carpeting is used on the floors, it shall be kept dry.
- I. Oils, creams, lotions, or other preparations used in administering massages shall be kept in clean, closed containers or cabinets.
- J. No massage therapist shall administer a massage to a patron impaired by intoxicating liquor or drugs, nor shall any massage therapist administer a massage to a patron while impaired by intoxicating liquor or drugs.
- K. No massage therapist shall administer a massage to a patron exhibiting any skin fungus, skin infection, skin inflammation, or skin eruption, unless a physician or nurse practitioner duly licensed by the State of Illinois certifies in writing that such person may be safely massaged and prescribing the conditions thereof.
- L. Each massage therapist shall wash his or her hands in hot running water, using a proper soap or disinfectant before administering a massage to each patron.
- M.
 - 1. All licenses shall maintain, as a business record of the licensed massage establishment, a record of:
 - a. The date and time of all massage services performed at the licensed premises;
 - b. The name of the massage therapist administering massage services; and
 - c. The amounts received for massage services.
 - 2. The record of the date, time, and service provided must be made before services are initiated, and the record of the amount received for services must be made at the time payment is rendered. All records shall be kept for a period of at least one year and shall be made available in a format that can be inspected at any reasonable time upon request by the mayor or the chief of police or their designees.
- N. The main entrance to the massage establishment where patrons and potential customers are greeted shall be clearly visible from the outside and shall have and

maintain clear glass that is not painted over, darkened, or otherwise blocked by cloth or any other obstruction.

- O. A sign shall be posted in a prominent location near the main entrance of the massage establishment identifying the establishment as a massage establishment and state the trade or business name as it appears on the massage establishment's license.

- P. Prospective customers and patrons shall be provided with written notice which states the following:

"State law prohibits soliciting another for the purpose of a sexual act. Solicitation can be punishable as a Class 4 felony, subject an offender to fines and imprisonment, and impoundment of any vehicle used by the offender to commit the offense. Offers or requests to buy or purchase sexual services or acts shall be immediately reported to law enforcement."

- Q. Written notice shall be posted in a conspicuous location accessible to all employees and massage therapists which states the following:

"State law prohibits soliciting another for the purpose of a sexual act, Solicitation can be punishable as a Class 4 felony, subject an offender to fines and imprisonment, and impoundment of any vehicle used by the offender to commit the offense. Offers or requests to buy or purchase sexual services or acts should be immediately reported to the City of Springfield Police Department by calling 911."

- R. The hours of operation for massage establishments shall be limited to the hours between 8:00 a.m. and 9:00 p.m.

- S. There shall be not be placed, published, or distributed any advertisement, picture, or statement in any manner or medium which is false, deceptive, or misleading in order to induce any person to purchase or utilize any massage services, or which reasonably appears to suggest or imply any sexual activity in connection with massage services.

- T. No person shall reside or be allowed to remain overnight in the licensed premises; provided, however, that if the licensed premises contains living quarters that are properly zoned and authorized for such residential use above the massage establishment, the entrance to such living quarters shall be separate from the entrance to the massage establishment and shall not be accessible in any manner from the interior of the massage establishment.

3-27-8 Advertising.

No massage establishment granted a license under provisions of this article shall place, publish or distribute or cause to be placed, published, or distributed any advertising material that depicts any portion of the human body that would reasonably suggest or imply to prospective customers that any sexual activity is available or will be performed in connection with massage services, or that employees, managers, persons with supervisory authority, or massage therapists are dressed in any manner other than prescribed in this article, nor shall any massage establishment suggest or imply in the text of such advertising that any sexual activity is available or will be performed in connection with massage services.

3-27-9 Inspections.

The Building and Safety Department, the Fire Department, Health Inspector of Logan County, the Police Department may make an inspection of each massage establishment granted a license under the provisions of this article for the purposes of determining whether the provisions of this article are complied with. Such inspections shall be made at reasonable times and in a reasonable manner. As a condition of the issuance of a license under this article, the licensee consents to walk-through inspections by authorized city employees, without notice, at any time during business hours. It shall be unlawful for any licensee to fail to allow such inspection officer access to the premises or to hinder such officer in any manner.

3-27-9 Transfer of license.

No license for the operation of a massage establishment issued pursuant to the provisions of this article shall be transferable; provided, however, that upon the death or incapacity of a licensee, the massage establishment may continue in business for a reasonable period of time, not to exceed 90 days, to allow for the approval of a new license.

3-27-10 Display of license.

Every licensee shall display a valid license in a conspicuous place within the massage establishment so that the same may be readily seen by patrons or prospective customers entering the premises.

3-27-11 Employment of massage therapists.

- A. Massage establishments shall not employ or contract with any person as a massage therapist unless he or she holds a current, valid license issued by the Illinois Department of Financial and Professional Regulation or written proof of exemption from said license, as required by the Massage Licensing Act (225 ILCS 57/1 et seq.). Upon receiving notice or constructive notice that a massage therapist

has been disciplined or subject to investigation by the department, the licensee shall be responsible for obtaining information as to the status of said massage therapist's license.

- B. Each massage establishment shall maintain a current list of all licensed massage therapists who perform massage services and proof of their current, valid license or written proof of exemption from said license as required by the Massage Licensing Act (225 ILCS 57/1 et seq.). The licensee shall allow inspection of such records at any reasonable time upon request by the city.
- C. No student or non-licensed person, other than a person with written proof of exemption from licensure as required by the Massage Licensing Act (225 ILCS 57/1 et seq.) shall be allowed in a massage therapy room with a patron unless accompanied by a licensed massage therapist at all times.

3-27-12 Revocation or suspension of license for massage establishment.

Any license issued for a massage establishment under this article may be revoked or suspended by the mayor for good cause or where any provision of this article, this Code, or any law is violated by the licensee or any massage therapist, employee, manager, person with supervisory authority, agent, or independent contractor of the licensee while at the massage establishment. For purposes of license revocation or suspension, the licensee shall be strictly liable for such violations, regardless of actual or constructive knowledge of such violations. It shall also be cause for revocation or suspension that the licensee has made a false statement on an application for a license or renewal thereof under this article, or in any case where the licensee refused to permit any duly authorized police officer, city inspector, or health inspector of Logan County to inspect the licensed premises or the operations therein. Such license may also be revoked or suspended by the mayor after upon the recommendations of a duly authorized police officer, city inspector, or the health inspector that such business is being managed, conducted, or maintained without regard for the public health or health of patrons or prospective customers, or without due regard to proper sanitation or hygiene.

3-27-13 Renewal of license.

Any licensee may renew his or her license prior to the expiration thereof on May 1 of each year, provided that he or she is qualified to receive a license and the massage establishment complies with all of the requirements in this article. Applications for renewal of license must be made in writing to the city clerk not more than two months and not less than one month prior to expiration of an existing license and accompanied by the applicable license fee.

3-27-14 Maintaining public nuisance.

Any building used, operated, or maintained as a massage establishment in violation of this article with the intentional, knowing, reckless or negligent permission of the owner, licensee, or person managing or supervising the building, together with all fixtures and other property used in violation of this article, are hereby declared to be a nuisance.

3-27-15 Penalty.

Any person in violation of this section shall be subject to a fine of not less than \$250 nor more than \$750 per offense. Each day the violation continues shall be a separate offense. The city shall have the right to prohibit occupancy of any building being utilized in violation of this article.



LINCOLN FIRE DEPARTMENT

Fire ~ Rescue ~ Life Safety

700 Broadway – Lincoln, IL 62656

Aaron (Ty) Johnson – Fire Chief

Phone 217-735-4020 Ajohnson@lincoln.il.gov



TO: Mayor and City Council Members

FROM: Aaron T Johnson, Fire Chief

MEETING DATE: November 25th, 2025

RE: Squad 5100 repair

This memo is to request authorization to repair Squad 5100.

Background:

Squad 5100 is a 2016 Chevy 3500hd with 76,000 miles. Its intended purpose when purchased was for emergency medical responses. In theory, the use of a lighter truck was to save money on maintenance and fuel in comparison to a fire engine or fire truck. Due to staffing shortages, Squad 5100 does not get used often. If staffing is at or below 5, the on-duty crews respond to EMS calls with the fire engine or fire truck (not Squad 5100).

In October, Squad 5100 was taken to Schultz Automotive Center in Springfield due to very poor running conditions. The work to be done was estimated at approximately \$9,500. Mayor Welch had given his authorization for the emergency spending. During the repair process it was confirmed that additional work would be required. It was determined that a complete engine rebuild (plus turbo) was needed. The total cost is \$18,907.75. As it sits, the City of Lincoln currently owes approximately \$11,550.40 for work already completed. I ordered all work to be stopped at that point until the project could be brought before the city council.

Budget:

02-0800-5202 is the line for vehicle maintenance and repair. \$50,000 was approved for FY25-26 with an additional \$25,000 in appropriations. At the time of this memo, this line is down to \$12,475 (before appropriations). This number also reflects the estimated costs of current work being performed on other apparatus.



LINCOLN FIRE DEPARTMENT

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700 Broadway – Lincoln, IL 62656

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Phone 217-735-4020 Ajohnson@lincolnll.gov



Recommendation:

I recommend repairing Squad 5100 at the cost of \$18,907.75 (total). In proper running condition, Squad 5100 would have an estimated value of approximately \$25,000 to \$35,000 per Schultz Automotive Center. In its current condition, it is valued at approximately \$6000 per Schultz Automotive. The source of funding for this repair would be at the discretion of the city council and treasurer.

In full transparency, selling Squad 5100 will be brought to the council in the near future regardless of its condition

It should also be noted that all repairs to apparatus have been non-discretionary. Unfortunately, rising costs combined with an aging fleet have created unforeseen expenses.

Aaron T Johnson, Fire Chief

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: November 25, 2025

RE: Blower Building VFD Upgrade

Background

The blower building is in need of 3 new Variable Frequency Drives(VFDs). One of the four VFDs was replaced 2 years ago due to a failure. The other 3 are all over 20 years old. Only 2 of the older VFDs are currently functional.

Analysis/Discussion:

This VFD upgrade will replace the existing VFDs with ABB branded drives which is what we have been trying to standardize too. The new VFDs and the one current ABB VFD will be relocated from the ceiling closer to the motors they operate; which will make them more accessible. It will also remove them from operating in the hottest part of the room; which degrades the lifespan of all electronic equipment. After this replacement is complete it will leave 5 other VFDs at the plant that have not be replaced within the last 6 years, and all 5 of those are also 20 years old.

Fiscal Impact:

Expense \$100,750.00 from the "50-7200-7860 Capital Expense - Equipment" line item.

COW Recommendation:

Place "Blower Building VFD Upgrade" on the December 1st voting session in an amount not to exceed \$100,750.00.

Council Recommendation:

Approve "Blower Building VFD Upgrade" to install and relocate new and existing VFDs in the blower building in an amount not to exceed \$100,750.00.

CITY COUNCIL

FIRST WARD
STEVE PARROTT
ROBIN McCLALLEN

SECOND WARD
SAM DOWNS

THIRD WARD
KEVIN BATEMAN
DENNIS CLEMONS

FOURTH WARD
RHONDA O'DONOGHUE
STAN ANDERSON



Quotation

September 23, 2025

To: Eric Leever
Company: Veolia
Phone: 217-737-4182
Job: Blower Building Upgrade

From: George Hill
Phone: 309-202-0470
Office: 309-353-5376
Email: George@go-bea.com

Scope of Work: BEA proposes to replace Blowers 1, 2, and 4 Toshiba VFDs in the Blower Building with new ABB ACS 580 VFDs. In addition, BEA proposes to remove the existing ABB ACQ 580 VFD from the rack above the MCC and relocate it next to the designated blower for improved accessibility and serviceability.

Blower #1

- **Supply (1) ACS 580 VFD**
 - Supply ABB ethernet module for VFD
- **Demolition and Removal**
 - Remove the existing original hardware and electronic components from the MCC bucket.
 - Disconnect all associated line, load, and control wiring to existing VFD.
- **Installation**
 - Fabricate and install a new strut rack to mount the new ABB ACS 580 VFD near the motor.
 - Install new line and load wiring between the OCPD, motor and VFD.
 - Rework existing control conduit to accommodate revised control wiring.
- **Programming and Commissioning**
 - Program the new VFD.
 - Implement any necessary programming adjustments to integrate with existing control systems.
 - Verify proper motor rotation and blower functionality.

Blower #2

- **Supply (1) ACS 580 VFD**
 - Supply ABB Ethernet module for VFD
- **Demolition and Removal**
 - Remove the existing original hardware and electronic components from the MCC bucket.
 - Disconnect all associated line, load, and control wiring to existing VFD.
- **Installation**
 - Fabricate and install a new strut rack to mount the new ABB ACS 580 VFD near the motor.
 - Install new line and load wiring between the OCPD, motor and VFD.
 - Rework existing control conduit to accommodate revised control wiring.
- **Programming and Commissioning**
 - Program the new VFD.
 - Implement any necessary programming adjustments to integrate with existing control systems.
 - Verify proper motor rotation and blower functionality.

Blower #3

- **Removal**
 - Remove the existing ACQ 580. Transplant and relocate.
 - Supply ABB Ethernet module for VFD
- **Installation**
 - Fabricate and install a new strut rack to mount the new ABB ACQ 580 VFD near the motor.
 - Install new line and load wiring between the OCPD, motor and VFD.
 - Rework existing control conduit to accommodate revised control wiring.

- **Programming and Commissioning**
 - Program the new VFD.
 - Implement any necessary programming adjustments to integrate with existing control systems.
 - Verify proper motor rotation and blower functionality.

Blower #4

- **Supply (1) ACS 580 VFD**
 - Supply ABB Ethernet module for VFD
- **Demolition and Removal**
 - Remove the existing original hardware and electronic components from the MCC bucket.
 - Disconnect all associated line, load, and control wiring to existing VFD.
- **Installation**
 - Fabricate and install a new strut rack to mount the new ABB ACS 580 VFD near the motor.
 - Install new line and load wiring between the OCPD, motor and VFD.
 - Rework existing control conduit to accommodate revised control wiring.
- **Programming and Commissioning**
 - Program the new VFD.
 - Implement any necessary programming adjustments to integrate with existing control systems.
 - Verify proper motor rotation and blower functionality.

General Clarifications:

- **Removal of Existing Toshiba VFDs**
BEA will disconnect all wiring and connections from the existing Toshiba drives. To reduce project costs for the municipality, the City of Lincoln employees will be responsible for physically removing the Toshiba VFDs from the rack. If City staff are unable to perform this work, the removal will be considered **outside of BEA's scope**. BEA can provide these services at an additional cost upon request.
- **Conduits**
BEA is not responsible for any conduits that are found to be damaged or unusable. If such conditions are discovered, BEA will promptly notify the site operator. Any corrections will be **outside of BEA's scope** and may be completed with customer approval at additional cost.

*****PRICING DISCLAIMER*****

All quoted prices are subject to change without prior notice due to external factors including, but not limited to, tariffs, taxes, and regulatory actions. This clause supersedes any other validity period stated in this quotation (including but not limited to Section 1 of Exclusions and Disclaimers, "Quote Validity") and takes precedence over conflicting terms.

Quotation Price Expected Cost:	\$ 95,250.00
Quotation Price Not to Exceed:	\$ 100,750.00

This quotation respectfully submitted by:

George Hill

PO Box 872

Pekin, Illinois 61554

Approval: _____

Date: _____

Additional Terms & Attachments

Please note that this quote is accompanied by the following documents, which are an integral part of this proposal:

- **Exclusions and Disclaimers:** The detailed list of exclusions, disclaimers, and conditions applicable to this project can be found in the attached "Exclusions and Disclaimers" page. By accepting this quote, the customer acknowledges and agrees to all terms and conditions stated therein.
- **Warranty Terms:** A comprehensive description of the warranty coverage, including duration and conditions, is included in the attached "Warranty" page.

Acceptance of this quotation confirms that the customer has read and agrees to the terms and conditions specified in the main document as well as those detailed in the attached pages.

Exclusions and Disclaimers

1. Quote Validity

This quotation is valid for a period of 30 days from the date of issuance. All prices, terms, and conditions are based on the project scope as defined in this document and are subject to change after the 30-day validity period. Any adjustments, changes in scope, or extended periods will necessitate a revised quotation, which will supersede the original. Customers are encouraged to confirm the acceptance of this quote within the validity window to secure the pricing and proposed project timeline.

2. Scope of Work Exclusions

The work detailed in this proposal pertains only to the equipment, systems, and services specifically listed within the defined scope of work. This quotation does not include:

- **Repair, Replacement, or Modification of Existing Equipment:** Any existing electrical or control components, systems, or machinery that are found to be damaged, faulty, or unsuitable for integration during installation are not covered. Such issues may be brought to the customer's attention with the option to quote separately for remedial work.
- **Additional Permits or Approvals:** Permits, local codes compliance, or additional regulatory requirements beyond those expressly noted in this quote are excluded. Compliance with such requirements will need to be addressed separately and may require additional costs.
- **Site Preparation:** It is assumed that all work areas will be cleared and prepared by the customer prior to the start of our work. Any site preparation, including the removal of existing structures, debris, or hazardous materials, will be the responsibility of the customer unless specifically stated.

3. Assumption of Project Continuity

The quoted pricing assumes a seamless project flow without any delays or interruptions. Should any interruptions or delays arise due to circumstances beyond the control of Britton Electronics & Automation Inc.—including but not limited to:

- Adverse weather conditions, natural disasters, or force majeure events
- Labor disputes, site access limitations, or customer-related scheduling changes
- Third-party conflicts, disagreements, or regulatory controversies

All additional costs or impacts on the schedule resulting from such interruptions will be borne by the customer. Adjustments to the project timeline and pricing will be communicated promptly, with changes documented in a formal project change order.

4. Invoicing and Billing Terms

Invoicing for the project will follow a progressive payment structure. Materials will be invoiced upon ordering from vendors. Periodic invoices will reflect the work completed to date and will be payable in accordance with the terms outlined below.

For jobs with milestone-based completion, invoices will align with either predefined project milestones or percentage completions, as detailed in the project documentation.

5. Net Payment Terms

Unless otherwise agreed upon in writing, all invoices are due within Net 30 days from the date of issue. Payment can be made via electronic transfer, check, or other agreed-upon methods. If full payment is not received by the due date:

- A late payment fee may be applied, typically calculated as a percentage of the outstanding amount.
- Interest may be charged on overdue amounts at a rate of 1.5% per month or as permitted by law.
- In the event of non-payment or significant delay, Britton Electronics & Automation Inc. reserves the right to suspend ongoing work until outstanding balances are settled.

6. Labor and Travel Expenses

The pricing within this quotation is inclusive of all labor and travel time associated with the defined scope of work. Any additional labor or travel time incurred due to customer-driven changes, site conditions, or unforeseen requirements will be evaluated separately and may result in additional charges. Such expenses will be documented and communicated to the customer before being billed.

7. Sales Tax and Shipping

The prices listed in this quotation are exclusive of any applicable sales taxes, duties, or shipping fees. If applicable:

- Sales tax will be calculated based on current local tax rates and included in the final billing.
- Shipping fees for materials, equipment, and any other necessary items will be added to the total cost. Shipping costs will be itemized in the invoice, and any special shipping requests must be discussed and agreed upon in advance.

8. Warranty Terms and Conditions

All products and services provided under this quote are covered by the warranty terms detailed on the final page of this document. Warranty coverage includes:

- **Components and Equipment:** All new equipment supplied is covered against manufacturing defects for a period of 12 months from the date of commissioning.
- **Workmanship:** Installation and integration services are warranted to be free from defects for 12 months from the project's commissioning date. The warranty does not cover damage caused by misuse, external influences, modifications by unauthorized personnel, or environmental conditions beyond the equipment's design specifications.

Please refer to the warranty section for complete details, including claim procedures, limitations, and conditions.

By accepting and signing this quotation, the customer acknowledges and agrees to all terms, conditions, exclusions, and disclaimers set forth within this document, including those specifically detailed on this Exclusions and Disclaimers page. Acceptance of this quotation constitutes a binding agreement between the customer and Britton Electronics & Automation Inc. and signifies the customer's understanding and approval of all project scope details, terms of payment, and associated conditions.

WARRANTY OF MATERIALS AND SERVICES

This warranty applies to all services and materials quoted and/or accomplished as "time and materials".

If within one (1) year of project completion, products supplied and installed by Britton Electronics & Automation, Inc. of Pekin, Illinois fail due to a defect in material or workmanship, we will repair if possible or replace. Replacement materials will carry the remainder of the one (1) year warranty.

If within one (1) year from project completion, software programs written by Britton Electronics & Automation, Inc. of Pekin, Illinois do not perform as specified, we will adjust to meet those specifications as circumstances allow. All warranties are limited to the capacity of the materials and equipment supplied and environment which they are subjected. Equipment and programs cannot be expected to perform beyond their capacity. This warranty applies only to the original purchaser, residing in the U.S. or Canada, and is not transferable.

BRITTON ELECTRONICS & AUTOMATION, INC. OF PEKIN, ILLINOIS WILL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO PURCHASER, OR ANY OTHER PARTY, FOR ANY LOSS, DAMAGE, INJURY OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY THE PRODUCTS OR THE FAILURE OF THE PRODUCTS TO OPERATE PROPERLY.

THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES. ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY MODIFIED TO EXIST ONLY AS CONTAINED IN THIS LIMITED WARRANTY, AND SHALL BE OF THE SAME DURATION AS THE WARRANTY PERIOD STATED ABOVE.

The warranty does not apply to: (a) damage caused by accident, abuse, in handling, dropping; (b) acts of God; (c) units which have been subject to unauthorized repair, opened, taken apart or otherwise modified; (d) units not used in accordance with directions; (e) damages exceeding the cost of the product; (f) depreciated or loss of charge time; (g) the finish on any portion of the product, such as surface scratches and/or weathering, as this is considered normal wear and tear.

No payment, partial or whole, of the original quoted amount or additional work shall be withheld for any reason relating to warranty unless mutually agreed upon in writing prior to acceptance of the original quotation. All payments shall be subject to the "TERMS AND CONDITIONS OF SALE" statement on the back of each invoice, partial or whole. Failure to comply with these "TERMS AND CONDITIONS OF SALE" will void the above stated warranty.

BRITTON ELECTRONICS & AUTOMATION, INC. OF PEKIN, ILLINOIS



Comparative Tax Levies/Tax Years 2012-2024

<u>Tax Year</u>	<u>*Tax Levy</u>	<u>Bond Levy</u>	<u>Total Tax Levy</u>	<u>* % Inc.</u>	<u>Sub-Total *Dollar Increase</u>	<u>Total Dollar Increase</u>	<u>Fire Pension Levy</u>	<u>Police Pension Levy</u>
2012	\$ 1,564,112	\$ 178,806	\$ 1,742,918	3.00	\$ 54,500	\$ 52,123	\$ 418,011	\$ 464,250
2013	\$ 1,598,541	\$ 178,143	\$ 1,776,684	2.20	\$ 34,429	\$ 33,766	\$ 418,011	\$ 464,250
2014	\$ 1,598,247	\$ 178,455	\$ 1,776,702	0.00	\$ (294)	\$ 18	\$ 418,032	\$ 464,257
2015	\$ 1,611,257	\$ 165,445	\$ 1,776,702	0.00	\$ 13,010	\$ -	\$ 425,188	\$ 470,112
2016	\$ 1,561,257	\$ 172,500	\$ 1,733,757	(3.10)	\$ (50,000)	\$ (42,945)	\$ 425,188	\$ 470,112
2017	\$ 1,595,285	\$ 182,988	\$ 1,778,273	2.18	\$ 34,028	\$ 44,516	\$ 444,442	\$ 484,886
2018	\$ 1,600,793	\$ 177,480	\$ 1,778,273	0.34	\$ 5,508	\$ -	\$ 447,471	\$ 487,365
2019	\$ 1,617,857	\$ 177,988	\$ 1,795,845	1.06	\$ 17,064	\$ 17,572	\$ 457,331	\$ 494,569
2020	\$ 1,643,124	\$ 177,300	\$ 1,820,424	1.53	\$ 25,267	\$ 24,579	\$ 471,678	\$ 505,489
2021	\$ 1,643,124	\$ 177,480	\$ 1,820,604	0.00	0.00	\$ 180	\$ 486,981	\$ 517,192
2022	\$ 1,643,124	\$ 179,024	\$ 1,822,148	0.00	0.00	\$ 1,544	\$ 486,981	\$ 517,192
2023	\$ 1,643,124	\$ 179,201	\$ 1,822,325	0.00	\$ -	\$ -	\$ 530,981	\$ 553,192
2024	\$ 1,698,990	\$ 179,130	\$ 1,878,120	3.40	\$ 55,866	\$ 56,665	\$ 561,707	\$ 578,332
							<u>Fire Pension Increase/Total</u>	<u>Police Pension Increase/Total</u>
2025	\$ 1,748,261	\$ 179,130	\$ 1,927,391	**2.90	\$ 49,271	\$ 49,271	\$ 27,099 \$ 588,806	\$ 22,172 \$ 600,504
2025A	\$ 1,732,970	\$ 179,130	\$ 1,912,100	2.0	\$ 33,980	\$ 33,980	\$ 18,699 \$ 580,406	\$ 15,291 \$ 593,623
2025B	\$ 1,724,475	\$ 179,130	\$ 1,903,605	1.50	\$ 25,485	\$ 25,485	\$ 14,017 \$ 575,724	\$ 11,468 \$ 589,800
2025C	\$ 1,715,980	\$ 179,130	\$ 1,895,110	1.0	\$ 16,990	\$ 16,990	\$ 9,345 \$ 571,052	\$ 7,645 \$ 585,977

Firefighter's Pension Fund and Police Pension Fund portions equal 55% and 45% of proposed tax levy increases, respectively, but not including G.O. Bond Levy.

* Not Including Bond Levy.

** CPI for Tax Year 2025.

G.O. Bond Levy amounts for 2025 are approximate.

**City of Lincoln -- Comparative Tax Levies
1999-2024**

<u>Tax Year</u>	<u>Total Tax Rate</u>	<u>City of Lincoln Tax Rate</u>	<u>City of Lincoln % of Total Tax</u>	<u>Owner Occupied Tax Exemption</u>	<u>City of Lincoln Portion of Tax</u>
1999	8.6353	1.26220	14.60%	\$3,500.00	\$ 376.55
2000	8.5029	1.23320	14.50%	\$3,500.00	\$ 367.90
2001	8.4350	1.19320	14.10%	\$3,500.00	\$ 355.97
2002	8.4628	1.11280	13.10%	\$3,500.00	\$ 331.98
2003	8.4987	1.12050	13.20%	\$3,500.00	\$ 334.28
2004	8.5928	1.10706	12.88%	\$5,000.00	\$ 313.66
2005	8.6115	1.12420	13.05%	\$5,000.00	\$ 318.52
2006	8.6009	1.10080	12.80%	\$5,000.00	\$ 311.89
2007	8.7390	1.11941	12.81%	\$5,000.00	\$ 317.16
2008	8.9613	1.14066	12.73%	\$5,000.00	\$ 323.18
2009	9.3874	1.17267	12.49%	\$6,000.00	\$ 320.53
2010	9.6333	1.22306	12.70%	\$6,000.00	\$ 334.30
2011	9.7907	1.24920	12.76%	\$6,000.00	\$ 341.44
2012	9.9939	1.27188	12.73%	\$6,000.00	\$ 347.64
2013	10.1025	1.29013	12.77%	\$6,000.00	\$ 352.63
2014	9.6925	1.22993	12.69%	\$6,000.00	\$ 336.18
2015	9.5132	1.19278	12.54%	\$6,000.00	\$ 326.02
2016	9.5923	1.16121	12.11%	\$6,000.00	\$ 317.39
2017	9.8343	1.18999	12.10%	\$6,000.00	\$ 325.26
2018	9.8873	1.17907	11.93%	\$6,000.00	\$ 322.28
2019	9.7632	1.15079	11.79%	\$6,000.00	\$ 314.55
2020	9.7773	1.14489	11.71%	\$6,000.00	\$ 312.93
2021	9.7596	1.14461	11.72%	\$6,000.00	\$ 312.86
2022	9.7256	1.09347	11.20%	\$6,000.00	\$ 298.88
2023	9.3259	0.98318	10.54%	\$6,000.00	\$ 268.73
2024	9.0437	0.93430	10.34%	\$6,000.00	\$ 255.37

Please Note: The above comparisons are based on the property taxes on a home with a Fair Cash Value of \$100,000.00 which would have an Equalized Tax Value of \$33,333.00 and which is owner-occupied and would receive the owner-occupied tax exemption.

MEMORANDUM

TO: Mayor and City Council Members

FROM: Ashley Metelko, Administrative Assistant

MEETING DATE: November 25, 2025

RE: Economic Development Commission Grant Approvals

Background:

On November 21, 2025, the Economic Development Grant Commission met and approved the following applications:

STRUCTURAL & FACADE GRANTS:

1. Shivam OM Oil/5th St. Food Mart – 1302 5th St.

- Exterior Door Replacement.
- Amount requested \$7,500.00

Approved amount by Economic Development Commission on Nov. 21, 2025:
Not to exceed \$7,500.00

2. IGY6 Thrift/Tammy Rich Miley – 311 S. Sangaman St.

- Half Roof Replacement.
- Amount requested \$7,500.00

Approved amount by Economic Development Commission on Nov. 21, 2025:
Not to exceed \$7,500.00

Council Recommendation: Place on Regular City Council Meeting Agenda for Dec. 1, 2025.

LEASE AGREEMENT

THIS LEASE AGREEMENT is made in duplicate at Lincoln, Illinois, as of the _____ day of _____, 2025, (herein defined as "Execution Date") between CITY OF LINCOLN, an Illinois municipal corporation located in Logan County, Illinois, hereinafter referred to as "Lessor", and Lincoln Economic Advancement and Development (LEAD), an Illinois corporation with its principal office _____, Lincoln, Illinois 62656, hereinafter referred to as "Lessee".

I. RECITALS AND REPRESENTATIONS:

A. Lessor holds record title to certain improved real estate, a portion of which is commonly known as 500 Broadway Street, Lincoln, Logan County, Illinois, which real estate is legally described as:

Legal To Follow

B. Lessee desires to lease the improvements on the Property for the Permitted Use for a period of on (1) year.

C. Lessor covenants that they are lawfully seized of the leased Property, that they have full right and power to make this Lease and Lessor further covenants to keep Lessee in quiet possession of the Property during the continuance of this Lease.

II. AGREEMENTS:

NOW, THEREFORE, the Parties Agree as follows:

01.00 Agreement to Lease and Term

01.01 Agreement

Lessor hereby leases the Property to Lessee for the Rent for the Term on the terms and conditions contained in this Agreement, and Lessee hereby takes the Property from Lessor and agrees to occupy the Property only for the Permitted Use. The Lessee shall have use all unused offices at 500 Broadway Street along with access to the conference room.

01.02 Term

The Term shall commence upon _____, 2026, (herein referred to as Effective Date), and the first Lease Month shall commence the _____ day of _____, 2026.

01.03 Automatic Renewal

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

02.00 Rent – Monthly Installments

Lessee will not be assessed any rent due for the lease period. In lieu of rent the Lessee shall monitor and assist the incubation business program. In essence they will assist the other tenants and report to the City of Lincoln on what takes place on the leased premises.

03.00 Taxes, Utilities, and Insurance

03.01 Taxes

Lessor shall pay the Taxes attributable to the Term.

03.02 Utilities

Lessor shall pay all Utilities attributable to the Property during the Term, when due.

03.03 Insurance

Lessor shall provide and maintain Property and Casualty Insurance on Improvements during the Term, and the Lessee shall provide all other insurance and deliver a certificate of the same to Lessor evidencing such insurance on the Execution Date naming the Lessor as an additional insured. The Insurance shall, to the reasonable extent obtainable, provide for written notice to Lessor and Lessee by the insurance companies not less than twenty (20) days prior to expiration, cancellation, renewal, or modification of such Insurance. Lessor shall, in the event of a loss, receive any insurance proceeds attributable to the value of the "Improvements".

03.04 Failure to Comply

If Lessee shall fail to comply with this Section 03.00, Lessor may, but need not, perform any act required of the Lessee, without releasing the Lessee from responsibility and without preventing such failure to perform from being a default hereunder. Any amounts paid shall be added to the rent due hereunder.

03.05 Risk of Loss

Lessee agrees that all of Lessee's property in or about the Improvements or Property, including, but not limited to, Lessee's inventory, apparatus, equipment, business records, supplies, materials, and its improvements, as well as any property being kept by Lessee for others, shall be at the risk of Lessee only. Any insurance carried by Lessee on such shall name Lessee as the sole payee of any proceeds due thereunder and shall be retained by Lessee, except to the extent of modifications made to the Improvements or Property, which shall be payable to Lessor.

04.00 Maintenance

04.01 Snow Removal

Lessor shall be responsible for snow removal on the sidewalk in front of the Property.

04.02 Responsibilities and Representations of Lessee

A. Lessee shall not do or suffer any waste, damage, disfigurement, or injury to any part of the Property or Improvements. Lessee shall also maintain the premises in a neat and clean condition and maintain the landscaping in at least as good of condition as it is as of the Effective Date. At the end of the Term or sooner termination of this Lease, whether by operation of law, for failure to comply with the provisions hereof or otherwise, Lessee shall deliver up the Property, together with modifications to the Improvements, in like order, condition, and repair, depreciation caused by the reasonable and considerate use thereof or insured casualty excepted. Lessee shall be responsible, at its expense, to maintain and repair any structural members constructed by it during the Term of this Lease.

B. Lessee shall not manufacture, distribute, sell, or otherwise dispense any alcoholic beverage, beer, or wine from the Property which is the subject of this Lease.

04.03 Janitorial Services

Lessee shall be responsible for all janitorial services with respect to their office and shall likewise be responsible for the maintenance and upkeep. Lessor shall be responsible for all janitorial services in the common areas.

05.00 Lessee's Improvements and Mechanics' Liens

05.01 Lessee's Improvements

Lessee shall have the right to make changes or alterations to the Property only with the prior written consent of Lessor, which written consent shall be requested by Lessee with the submission of plans and proposals for changes and alterations; and if such consent is given, then such improvements shall be made such that: (a) no change or alteration shall at any time be made which shall impair the structural soundness or diminish the value of the Improvements or Property; (b) no change or alteration shall be undertaken until Lessee shall have procured and paid for all required municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction; (c) all work done in connection with any change or alteration shall be done in a good and workmanlike manner and in compliance with the building and zoning laws and with all other laws, ordinances, orders, rules, regulations, and requirements of all federal, state, and municipal governments and the appropriate departments, commissions, boards, and officers thereof, and in accordance with the orders, rules, and regulations of the Board of Fire Underwriters or any other body now or hereafter constituted exercising similar

functions and the Lessee shall procure certificates of occupancy and other certificates if required by law.

05.02 Lessee's Fixtures

A. All fixtures purchased and installed by Lessee, other than replacement of Lessor's fixtures, shall remain the personal property of Lessee, within ten (10) days after the end of the Term or sooner Termination of this Lease, whether by operation of law, failure to comply with the provisions hereof, or otherwise, Lessee may remove such fixtures, provided Lessee shall repair any damage caused by such removal, or, with the written consent of Lessor, reimburse Lessor for the cost of such repair.

B. All improvements or alterations authorized by Lessor pursuant to the provisions of the pervious section shall become Improvements to the Property and shall remain on the Property as of the date of termination, either by operation of law or by the expiration hereof.

C. Lessee shall be permitted to affix such signage to the front of their office as it deems appropriate. Such signage shall be done in a professional manner.

05.03 Mechanic's Liens

Lessee shall not suffer or permit any mechanic's lien to be filed against the Property or any part thereof by reason of work, labor, services, or materials performed or supplied or claimed to have been performed or supplied. If such mechanic's lien shall be filed against the Property, or any part thereof, Lessee shall cause the lien to be discharged of record within thirty (30) days after the date of filing; provided, however, Lessee shall not be required to discharge the lien so long as Lessee shall in good faith and with due diligence contest the same by appropriate legal proceedings which shall have the effect of preventing the sale or forfeiture of the Property, or any part thereof or interest therein to satisfy the same. If Lessee elects to contest the same, it shall post a surety bond with Lessor guaranteeing payment of the disputed amount. If Lessee shall fail to discharge the lien within such period, or otherwise contest the same, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, discharge the same by paying the amount claimed to be due without inquiry into its validity. The Lessor agrees that they shall not permit any lien, obligation or encumbrance to be placed against the subject Property which would threaten the Lessee's quiet possession of the Premises.

06.00 Damage or Destruction

In case of damage by fire or other casualty to the Improvements and if the damage is so extensive as to amount practically to the total destruction of the Improvements, Lessor may, at their option, terminate this Lease and the Rent shall be apportioned to the time of the damage. The Lessor shall notify the Lessee of the termination of this Lease within forty-five (45) days after the occurrence. If Lessor elects to repair or rebuild, they shall do so in a diligent manner and the Rent, during any periods Lessee is unable to occupy the Improvements, shall abate.

07.00 Property Excluded From Lease

N/A

08.00 Condemnation of Property and Compensation Awarded

N/A

09.00 Inspection and Use

Lessee shall permit Lessor or their designee to enter the Improvements in the event of an emergency, or at all times during normal working hours, after reasonable notice to Lessee, for the purpose of inspecting the Improvements, performing their obligations hereunder or performing Lessee's obligations if not performed by it; however, nothing herein shall imply any duty upon Lessor to perform Lessee's responsibilities, nor as a waiver of Lessee's default.

Lessee shall permit Lessor to utilize the premises for public functions and or speaking events. Lessor shall provide Lessee reasonable advanced written notice of the intention to utilize the premises for these reasons as soon as possible, but in no event less than twenty-four (24) hours in advance.

10.00 Condition of Improvements

Lessor has made no representations of any nature in connection with the condition of the Improvements or Property. Lessee shall be presumed to have accepted possession of the Improvements under this Lease on the Effective Date, which shall be conclusive evidence as against the Lessee that Lessee was fully familiar with the physical condition of the Improvements and Property.

11.00 Assignment and Subletting

Lessee shall not assign or sublet any portion of the Property or Improvements, nor shall Lessee make any collateral assignment of this Lease and its rights hereunder for the purpose of securing any debt or obligation of Lessee. In the event Lessee makes any assignment or sublets all or any portion of the subject Property contrary to the provisions of this section, the said Lessee shall be obligated to Lessor, in addition to any and all other obligations as set forth hereunder, in the amount of ONE HUNDRED DOLLARS (\$100.00) per day for each and every day which said assignment or subletting contrary to the provisions hereof is allowed to continue. The amounts as in this section set forth shall be in addition to any and all remedies or obligations as set forth in this document and not in limitation of the same.

12.00 Default and Remedies

12.01 Default

A. Upon the occurrence of an Event of Default, Lessor shall give Lessee notice of such Event of Default, and if at the expiration of ten (10) days after the mailing of such notice,

Lessee: (a) with respect to an Event of Default which can be cured within such period, has failed to cure the Event of Default; or (b) with respect to an Event of Default which cannot be cured within such period, Lessee has failed to proceed with all due diligence to cure the Event of Default and thereafter to prosecute the curing of such Event of Default with all due diligence (it being intended that in connection with a Default not susceptible of being cured with due diligence within ten (10) days, the time of Lessee within which to cure the same shall be extended, at the option of the Lessor, for such period as may be necessary to complete the same with all due diligence); Lessor shall then be able to declare a default hereunder. In the event Lessee is in default hereunder, then the Lessor shall be able to pursue any and all remedies available to them, at law or in equity. In the event Lessee fails to comply with any of the terms and provisions of this Lease Agreement, and, as a result thereof, the Lessor incurs any costs or expenses with respect thereto, including reasonable Attorney's fees, then, in such event, the Lessee shall be liable to the Lessor for such costs and expenses incurred, including reasonable Attorney's fees incurred by Lessor in enforcing the obligations of the Lessee hereunder. Notwithstanding anything herein contained to the contrary, Lessor shall have the right to terminate this Agreement on ten (10) days written notice without affording Lessee an opportunity to cure any alleged default if substantially the same reason for a default specified in the Notice was also set forth in a prior Notice of default give at any time within the preceding twelve (12) months.

B. In the event Lessor declares a default hereunder as set forth in the preceding paragraph, then the right of Lessee to the possession of the demised premises shall terminate without notice or demand, and the mere retention or possession thereafter by Lessee shall constitute a forcible detainer. If Lessor so elects, but not otherwise, this Lease shall thereupon terminate. On termination of the right of possession of Lessee, whether this Lease be terminated or not, Lessee shall surrender possession of the demised premises immediately and upon those conditions shall grant to Lessor full and free license to re-enter into and upon and in the demised premises or any part thereof to repossess the premises with or without process of law and to expel and remove the Lessee or any other person who may be occupying the premises or any part thereof through Lessee. Lessor may use any force in removing Lessee and any other person as may reasonably be necessary. Any entry by Lessor shall be made without waiving or postponing any other right against Lessee. Any re-entry shall be made without prejudice to any rights or remedies, whether by statute or common law that may otherwise be used for breach of any terms or conditions of this Lease.

12.02 Abandonment

If at any time during the Term of this Lease, Lessee abandons the demised premises or any part thereof, Lessor may, at their option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at their discretion, as agent for Lessee, re-let the demised premises, or any part hereof, for the whole or any part of the then unexpired Term and may receive and collect all Rent payable by virtue of such re-letting. If Lessor's right of re-entry is exercised

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

13.00 General Conditions

13.01 Notices

All notices, requests, communications, and demands hereunder shall be in writing and shall be deemed to have been duly given if delivered in person or sent by registered or certified mail, postage prepaid, to:

Lessor: City of Lincoln, Illinois
Attn: Tracy Welch
700 Broadway Street
Lincoln, Illinois 62656

With Copy To: John A. Hoblit, Esq.
419 Pulaski Street; Ste. B
Lincoln, Illinois 62656

Lessee: LEAD
Attn: Andrea Runge
500 Broadway Street
Lincoln, Illinois 62656

13.02 Waiver of Breach

The waiver by any Party hereto of any breach of this Agreement, whether in a single instance or repeatedly, shall not be construed as a waiver of rights under this Agreement to terminate the same because of similar or additional breaches. Further, such waiver shall not in any manner be construed as a waiver by any other Party to strictly adhere to the terms and conditions of this Agreement nor as a waiver of any claim for damages or other remedy by reason of any such breach.

13.03 Binding Effect

The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, assigns, executors, administrators, and heirs.

13.04 Execution of Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

13.05 Complete Agreement

This Agreement supersedes any prior agreements and undertakings between the Parties hereto and represents the complete agreement of the Parties. However, this Agreement may be amended from time to time pursuant to the written agreement of all parties.

14.00 Indemnification

A. Lessee agrees to protect, indemnify, and hold Lessor free and harmless from and against any and all claims, demands, liens, and damages of every kind and nature, including the amounts of any judgments, penalties, interest, Court costs, and legal fees incurred by Lessor in defense of the same, whether arising from an action by a third party or any governmental agent, specifically including any and all claims or demands of every kind and character in connection with or arising out of this Lease or the operation of the Permitted Use by Lessee on the premises which are the subject of this Lease.

B. Hazardous Materials: Lessee will be responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against all claims, costs, and liabilities, including attorneys' fees, court costs, and other expenses of litigation (i) arising out of or in connection with Lessee's storage, use, or disposal of any hazardous materials in, on, or about the Premises, the Building, or the Project, or (ii) arising out of or in connection with the removal, clean-up, and restoration work and materials necessary to return the Premises and any other property of whatever nature located in the Project to their condition existing prior to the appearance of Lessee's hazardous materials in the Premises or Project. Lessee's obligations under this Section will survive the expiration or other termination of this Lease.

15.00 Interpretive Guidelines, Incorporation by Reference, and Choice of Law

15.01 Interpretive Guidelines

The words and phrases set off by quotation marks in the Glossary have the meanings therein indicated. Any word or phrase which appears in this Agreement in parentheses, set off by quotation marks, or capitalized has the meaning denoted by its context. Whenever the words and phrases defined either in the Glossary or elsewhere in this Agreement are intended to have their defined meanings, the first letter of such word or the first letters of all substantive words in such phrase shall be capitalized. When the context, permits, a word or phrase used in the singular means the plural and when used in any gender, its meaning also includes all genders. Captions of Sections are inserted as a matter of convenience only and do not define, limit, or extend the scope or intent of this Agreement or any provision hereof.

15.02 Incorporation by Reference, Schedules

The paragraphs under the heading “I. RECITALS:” and any Schedule referred to in this Agreement are hereby made a part of this Agreement.

15.03 Choice of Law

The laws of the State of Illinois shall govern the validity, interpretation, and administration of this Agreement.

16.00 Glossary

“Abandonment” means Lessee has failed to operate a LEAD office which is the subject of this Lease for a continuous uninterrupted period of twenty-one (21) days, which business is open for business during regular and customary business hours for an insurance office.

“Effective Date” means _____, 2026.

“Event of Default” means the breach of the provisions hereof by either party.

“Execution Date” means the date this document is executed by the parties hereto.

“Improvements” means all structures located on the real estate described in Article I, Paragraph A, Lincoln, Illinois.

“Initial Term” means the period commencing _____, 2026, and ending _____, 2027.

“Insurance” means collectively: (a) general public liability insurance against claims for personal injury, death, or property damage occurring upon, in, or about the Property, with limits of: not less than ONE MILLION DOLLARS (\$1,000,000.00) with respect to injury or death to a single person not less than ONE MILLION DOLLARS (\$1,000,000.00) with respect to any one accident; and not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) with respect to any property damage, issued by such insurance companies as are licensed to do business in the State of Illinois and satisfactory to Lessor, and (b) such insurance as Lessee deems appropriate covering any and all personal property owned by Lessee or any and all personal property located on or about the Property.

“Insurance on Improvements” means fire and extended coverage insurance, including earthquake, in an amount equal to not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00).

“Lease Month” means a calendar month during the Term.

“Lease Year” means a twelve (12) calendar month period.

“Parties” means the Lessor and Lessee.

“Permitted Use” means the operation of the LEAD office and no other.

“Property” means 500 Broadway Street, Lincoln, Illinois, which is a part of the real estate described in Article I, Paragraph A.

“Taxes” means, collectively, all real estate taxes, assessments, and charges, and other governmental levies and charges general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind which are assessed or imposed upon the Property or any part thereof, but shall exclude any franchise, corporate, estate, inheritance, succession, capital levy, or transfer tax of Lessor, or any income, profits, or revenue tax, or any other tax, assessment, charge, or levy upon the Rent; however, if at any time during the Term a tax on rents is assessed against Lessor or the Rent as a substitution in whole or in part for taxes assessed by such State or political subdivision on the Property, such tax shall be deemed to be included within the definition of Taxes and shall be payable as provided herein.

“Term” means the period commencing on the Effective Date and ending _____, _____.

“Utilities” means, collectively, all electricity, gas, heat, water, internet, flush taxes, or sewer charges, garbage removal, telephone, and other consumable services supplied the Property.

IN WITNESS WHEREOF, Lessor and Lessee have respectively executed and Lessee has caused this Lease to be executed as of the day and year noted above, on the Execution Date noted below.

Lessor:

CITY OF LINCOLN, ILLINOIS

Lessee:

LEAD

BY: _____

Tracy Welch

Mayor

BY: _____

Andrea Runge

Its CEO

Dated _____, 2025