# CITY OF LINCOLN REGULAR CITY COUNCIL MEETING AGENDA MAY 19, 2025 CITY HALL COUNCIL CHAMBERS 700 BROADWAY STREET 6:00 PM

- 1. Call to Order
- 2. Roll Call
- 3. Pledge of Allegiance
- 4. Public Participation
- 5. Consent Agenda By Omnibus Vote

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

- A. Payment of Bills.
- B. Approval of minutes April 7, 2025 Regular City Council Meeting, April 15, 2025 Committee of the Whole Meeting, April 21, 2025 Public Hearing Meeting.
- C. Approval of Request from Lincoln Community High School Student Government to permit the closing of Wyatt Ave. from LCHS to Kickapoo Street, and Kickapoo Street from Wyatt Ave. to the Courthouse Square and Broadway Street, McLean Street and Pulaski Street around the Square on Friday, September 19, 2025 from 2:15 pm until 3:30 pm for the LCHS Homecoming Parade.

#### 6. Ordinances and Resolutions

- A. Ordinance Amending Ordinance 1-23-3 and 1-25-3 of the City Code.
- B. Resolution Authorizing Expenditures for the Motor Fuel Tax Maintenance Program for F.Y. 2025/2026.
- 7. Bids
- 8. Reports
  - A. City Treasurer's Report for April 2025
  - B. City Clerk's Report for April 2025
  - C. Department Head Reports for April 2025

#### 9. New Business/Communications

- A. Approval of contract between Scott McCoy of McCoyCORE USA LLC and the City of Lincoln for Tourism Consulting in the amount of \$45,000.00 per year.
- B. Advise and Consent to the Mayoral appointment of Aaron (Ty) Johnson as Fire Chief. (Oath of Office)
- C. Advise and Consent to the Mayoral appointment of Joe Meister as Police Chief. (Oath of Office)
- D. Advise and Consent to the Mayoral appointment of Walt Landers as Street Superintendent. (Oath of Office)
- E. Advise and Consent to the Mayoral appointment of Wes Woodhall as Building & Safety Officer. (Oath of Office)
- F. Approval of the purchase of a new bucket truck in an amount not to exceed \$120,000.00.
- G. Advise and Consent to the Mayoral appointment of Kirstin Rawlins to the position of Administrative Assistant to the Chief of Police
- H. Advise and Consent to the Mayoral appointment of Evelynn Aiken to the position of Records and Property Clerk.
- Approval of the construction of the Ground Mount Solar Array with 8' fence and opaque fencing on the North and East side at 203 Madigan Drive.
- J. Approval of donation of \$5,000.00 to Lincoln Park District for the Independence Day Fireworks Display payable to American Patriot Pyro.
- K. Approval of expenditures for Sludge/Grit/ Waste Disposal from Sewer Plants lift station, collections, etc. in an amount not to exceed \$160,000.00.
- 10. Announcements
- 11. Possible Executive Session
- 12. 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 <a href="mailto:cityclerk@lincolnil.gov">cityclerk@lincolnil.gov</a> no later than 48 hours prior to the meeting time.

#### REGULAR CITY COUNCIL MEETING

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

#### Monday, April 7, 2025

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

#### Present:

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

#### **Staff Present:**

Peggy Bateman, City Clerk
John Hoblit, City Attorney
Ty Johnson, Fire Chief
Walt Landers, Streets Superintendent
Chuck Conzo, City Treasurer
Wes Woodhall, Building and Safety Officer
Andrew Bowns, Veolia Water, Project Manager

#### Remotely:

#### Absent:

Joe Meister, Police Chief

#### Presiding:

Tracy Welch, Mayor

#### Public Comment:

Justin Chegar was present to speak to the council regarding the solar ordinance.

#### Students from the Land of Lincoln CEO class

Students passed out invitations for the upcoming trade show. Finley Hewitt shared each business that the students have started.

#### Consent Agenda by Omnibus Vote:

A. Payment of Bills

B. Approval of minutes for February 11, 2025 Public Hearing, February 17, 2025 Regular City Council Meeting, March 3, 2025 Regular City Council Meeting.

C. Approval of request from Up in Smoke to permit the closing of various City Streets for the 14<sup>th</sup> Annual Up in Smoke and Balloon's Over 66 Festival, Dock Dogs and Arts and Crafts from Friday, August 22, 2025 at 5am until 1pm Sunday, August 24, 2025.

# D. Approval of request from Lincoln Community High School to permit the closing of various City Streets the 2024-2025 LCHS Senior Parade on Saturday, April 26, 2025 from 5pm until its conclusion.

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

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

**Yeas: (6)** Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Rhonda O'Donoghue, Alderwoman Wanda Lee Rohlfs, Alderwoman Robin McClallen, Alderman David Sanders

Nays: (0)

Abstain: (1) Alderman Kevin Bateman

Absent: (0)

Mayor Welch moved to other items on the agenda.

#### Bids:

# A. Approval of second Rebuild Illinois resurfacing bid from PH Broughton & Sons in an amount not to exceed \$283,666.76.

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

At last week's COW, it was agreed that the do not exceed amount be \$300,000. Alderman Downs made the motion to amend the item amount to \$300,000, Alderwoman O'Donoghue. City Clerk Bateman called roll on the amendment.

**Yeas: (7)** Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Robin McClallen, Alderwoman Rhonda O'Donoghue, Alderman David Sanders

Nays: (0) Abstain: (0) Absent: (0)

City Clerk Bateman called roll on the item as amended.

**Yeas: (7)** Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Robin McClallen, Alderwoman Rhonda O'Donoghue, Alderman David Sanders

Nays: (0) Abstain: (0) Absent: (0)

# B. Approval of Kankakee Street Sewer Repairs by D&D Sewer Repair in an amount not to exceed \$37,906.00.

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

**Yeas: (7)** Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Robin McClallen, Alderwoman Rhonda O'Donoghue, Alderman David Sanders

Nays: (0) Abstain: (0) Absent: (0)

Mayor Welch moved to other items on the agenda.

#### **New Business/Communications:**

A. Approval of Mayoral Proclamation of April 15, 2025 as the 206<sup>th</sup> Anniversary of the Order of Odd Fellows and the 196<sup>th</sup> Anniversary of its presence in the Lincoln Community.

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

**Yeas: (7)** Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Rhonda O'Donoghue, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Robin McClallen, Alderman David Sanders

Nays: (0) Abstain: (0) Absent: (0)

# B. Approval of the purchase of a 2025 D Rock Grizzly HD Model 212 CB Rock Seperator/Screen at a cost not exceed \$19,900.00

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

**Yeas: (7)** Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Rhonda O'Donoghue, Alderwoman Robin McClallen, Alderman David Sanders

Nays: (0) Abstain: (0) Absent: (0)

# C. Advise & Consent to the Mayoral Appointment of Stan Anderson as Alderman for Ward 4. (Oath of Office following vote of approval.)

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

**Yeas: (6)** Alderman Steve Parrott, Alderman Sam Downs, Alderman Kevin Bateman, Alderwoman Rhonda O'Donoghue, Alderwoman Robin McClallen, Alderman David Sanders

Nays: (0) Abstain: (0) Absent: (0)

Present: (1) Alderwoman Wanda Lee Rohlfs

#### Announcements:

- CIVC will begin homes 8 & 9.
- Ribbon cuts: April 10<sup>th</sup> Oak Hill Tumbling, April 26<sup>th</sup> Lincoln Veteran's Assistance Office, May 17<sup>th</sup> ALMH Market, May 19<sup>th</sup> Oasis Senior Center, June 7<sup>th</sup> Pride Fest
- Electronic Recycling: April 21st April 25th
- Mayor Welch thanked the First Responders for their response and assistance during last week's storm and damage.

- Humane Society is having an Easter egg hunt for dogs and a costume contest.
- Building & Safety now has an online permitting system. The app now also sends push
  notifications that will alert the community of events, street closures and other important
  information. Mr. Woodhall thanked Cori Ingram and Charity Hutchison for their hard work on
  these updates.
- Andrew Bowns has accepted another position and will be winding down his time here. The City thanks him for his service.

#### Adjournment:

There being no further discussion to come before the City Council of Lincoln, Alderman Parrott motioned to adjourn, seconded by Alderman Downs. Mayor Welch adjourned the meeting at 6:50 p.m.

#### Respectfully Submitted By:

Charity Hutchison, Recording Secretary

#### COMMITTEE OF THE WHOLE MEETING

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

#### Tuesday, April 15, 2025

The Committee of the Whole Meeting of the City Council of Lincoln was called to order by Mayor Tracy Welch at 6:09 p.m., with proper notice given. City Clerk Peggy Bateman called roll.

#### Present:

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

#### **Staff Present:**

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

#### Remotely:

Andrew Bowns, Veolia Water, Project Manager

#### Absent:

Alderwoman Wanda Lee Rohlfs, Ward 3

#### Presiding:

Mayor Tracy Welch

#### **Public Comment:**

There is no one present for public comment.

Ray Jackson Grand Master of Illinois for the Odd Fellows – Proclamation 2025-512 Mr. Jackson gave some background on the Odd Fellows and read the Proclamation.

Mayoral Appointment of William "Bill" Cooper to the position of Code Enforcement Officer Chief Meister feels Mr. Cooper is good candidate. He feels with his past experience of being a correctional and parole officer will aid in his ability to stay even tempered and have results of compliance. He'll be available 2 days a week. This item will be placed on the regular agenda.

#### **Arbor Day Proclamation**

Mayor Welch read the Proclamation. The city is being recognized as a Tree City USA community for the 23<sup>rd</sup> year. A tree planting ceremony will take place soon.

This item will be placed on the regular agenda.

# Resolution Approving the Content of Certain Executive Session Minutes of the City Council of the City of Lincoln.

This item will be placed on the regular agenda.

#### Ordinance authorizing the Sale of Excess Personal Property

This item will be amended to add a sale item.

This item will be placed on the regular agenda.

Request to Permit: Lincoln Community High School Prom Grand March Saturday, May 3, 2025 This item will be placed on the Consent Agenda.

Request to Permit: Washington Monroe Community Carnival Saturday, May 3, 2025 This item will be placed on the Consent Agenda.

Award of Two (2) Year Contract for Mowing of Nuisance properties in the City of Lincoln Three bids were received this year. The lowest bid came in from Midwest Exterior Solutions LLC. This item will be placed on the regular agenda.

#### Ordinance amending Term and Composition of the Historic Preservation Commission.

There has been difficulty retaining membership within the Commission. The boundary to reside in has been extended to include more people.

It currently states that no member be able to serve more than two consecutive terms. There are people on the commission that won't be able to serve due to already having met that limit. This ordinance will change that term limit.

This item will be placed on the regular agenda.

#### Certificate of Deposit – Sewer Enterprise Fund

CD amounts...

\$650,000.00 – 3 months @ United Community Bank

\$650,000.00 - 6 months @ United Community Bank

\$700,000.00 - 7 months @ Tremont First National Bank

The Council agreed to allow Treasurer Conzo to move forward with the investments prior to the vote on Monday.

This item will be placed on the regular agenda.

#### **Fencing Purchase for Outdoor Storage**

Due to the increase in property theft, the bay in the Police Dept garage is full of evidence and cannot be used for the intended purpose of vehicle processing. The Dept would like to use the space outside of the garage for items that can be stored outside such has trailers and bikes. That space needs to be fenced in to keep the items secure.

This item will be placed on the regular agenda.

#### Fire Engine Purchase

One of the City's fire engines is 24 years old, the other is 14. Chief Johnson would like council approval to begin looking for a new engine. In previous years, the process was to bid out a truck and take the lowest bid. With the current market and inflation, manufactures are concerned they won't

make a profit due to the wait time for a truck being 2-4 years. The cost will range from \$1 million to \$1.2million depending on if the department gets a spec truck.

This item will be placed on the regular agenda.

#### **Award of City Hall General Cleaning Contract**

Clerk Bateman put out a bid for cleaning at City Hall. 6 bids were received. Clerk Bateman said the lowest bidder did not meet the bid requirements so she is asking the Council to approve the 2<sup>nd</sup> lowest bid which is Resilient Cleaning.

This item will be placed on the regular agenda.

#### **Budget Resolution for FY 25/26**

Each department cut their budgets at the request of the Mayor and Treasurer.

This item will be placed on the regular agenda.

#### **Discussion regarding Tourism**

Mayor Welch shared with the council why he has a request to retain the 95% of Hotel/Motel tax with the City and not send down to Tourism.

He said it is not a reflection of anyone in particular with Tourism. The request is to see if the City could run a more efficient program and offer more exposure to the Community. This council is getting feedback from constituents that don't feel Tourism is doing the best work.

Per a review and document provided by Tourism, the city of Lincoln provides \$169,000 in H/M funds to Tourism. Tourism received a grant totaling \$44,000. The Mill generated \$7,000. This totals \$221,000. Expenses total \$205,000.

Advertising/marketing (which is the main component of Tourism) totals \$68,000 leaves them in the negative of \$51,000.

Mayor Welch ran through approx. totals for a city ran Tourism. The savings is expected to be at least \$70,000 in just payroll alone.

Atlanta is the only other town that has a hotel but they retain their H/M tax dollars.

Mayor Welch's request is to begin a Tourism department with a contractor running the department on our behalf. He stated it is a more efficient process.

Alderman Parrott and Alderman Downs wishes to verify the figures stated in the Tourism document.

Treasurer Conzo shared that it may be that the Tourism had a substantial fund balance that kept them running in the black. He has not seen their financials but just offered it as a suggestion.

Mayor Welch stated that the city is extremely behind on the Route 66 celebration that is quickly approaching.

The contractor will work remotely.

The City must give a 30-day notice to terminate the contract with Tourism.

This item will be placed on the regular agenda as "request for the council to approve retaining H/M tax dollars.

#### **Announcements:**

- There are three different versions of letters going out for the electrical aggregate. An opt in, opt out and a letter for small businesses.
- 544 4th St went out for bid for this property and there weren't any bids received.
- LDC property update: Deputy Governor Manar called Senator Turner and is serious about moving forward with the LDC project. He'd like a task force put together to come up with ideas that the property can be used for.
- Electronics Recycling will begin on Monday and run all week.
- LWF will be closed Saturday and Sunday for Easter, the facility will return to the normal Wednesday/Saturday schedule.
- · Great opening night for the Race Track.

#### Adjournment:

There being no further discussion to come before the City Council of Lincoln, Alderman Downs motioned to adjourn, seconded by Alderman Parrott. All were in favor. Mayor Welch adjourned the meeting at 8:00 p.m.

#### Respectfully Submitted By:

Charity Hutchison, Recording Secretary

#### **PUBLIC HEARING – BUDGET RESOLUTION FY25/26**

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

#### Monday, April 21, 2025

The Public Hearing with the City Council of Lincoln was called to order by Mayor Tracy Welch at 6:00p.m., with proper notice given.

#### Present:

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

#### Staff Present:

Peggy Bateman, City Clerk
Chuck Conzo, City Treasurer
John Hoblit, City Attorney
Joe Meister, Police Chief
Ty Johnson, Fire Chief
Walt Landers, Streets Superintendent

#### Absent:

Wes Woodhall, Building and Safety Official

#### Remotely:

Andrew Bowns, Wastewater Treatment Plant, Veolia Water

#### Presiding:

Mayor Tracy Welch

#### **Public Participation:**

There was no one present to speak for public participation.

#### **Budget Resolution FY25/26**

There were not comments on the FY 25/26 Budget.

#### Adjournment:

Alderman Downs made the motion to adjourn, Alderman Sanders seconded. Mayor Welch adjourned the meeting at 6:01 pm.

#### Respectfully Submitted By:

Charity Hutchison, Recording Secretary

THE	CITY	OF	LINCOL	N
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Date Received\_

MAY 0 2 2025

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13	57	 2	14	5

# REQUEST TO PERMIT EVENT WITH STREET CLOSURE RECEIVED

Must Have Council Approval
Date(s) of Event: September 19, 2025 A copy of this form must be available at the Eventi
Please describe below your request for use of City Property.
Description of Event (including participating merchants, vendors, exhibitors, and units, etc.)  LCHS would love to have the Homecoming Parade Eciday, September
19th 2025 at 2:30 pm. The parade will proceed down Wyatt Ave.
turn right onto Kickapoo Street, right onto Broad way Street, and
continué across the courthouse square.
Location of Event Property: (Address Utilized Space) Wyatt Ave > Kickapoo > Broad way 5t. > arow squ Items occupying street space utilized: Parade Vehicles
Date(s) and time(s) for usage of Property: September 19,2025 2:30 pm.  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? Wyatt > Kickapoo > Square
Closed from 2:15 a.m./p.m. until 3:30 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: Student (nov. can email Rachel if need another Contact Name: Chris Hammer/Rachel Jording Email: chammer @ khs railers.org
Address: 1000 Railer Way Signature:
Phone: Business: 217-732-4131 Cell: 217-433-2038
APPROVED: (signatures)
Police Department:   Mayor:   Wayor:   Vote: Council Approval   Yeahs   Nays
Fire Department: Street Department: Date:
Street Department Control of the Con

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.

#### LINCOLN POLICE DEPARTMENT

CHIEF OF POLICE JOSEPH MEISTER



DEPUTY CHIEF OF POLICE MATTHEW COMSTOCK

To: City of Lincoln Mayor, Tracy Welch & City of Lincoln Council Members

From: Chief of Police, Joseph Meister Meeting Date: August 13th, 2024

Re: Recommendation of amendment to Ordinances 1-23-3 and 1-25-3

#### Background

The current ordinances providing for the tenure of office for the positions of Police Records Clerk and Administrative Assistant to the Chief of Police create cause for concern in job stability. The current language is an undue burden for the employees in those positions. I propose changing the ordinance to provide stability, while retaining the full Council's authority to remove the employee, within statutory guidelines.

#### Analysis/Discussion

The current language regarding tenure of office for the aforementioned positions reads:

"The term of the office of the administrative assistant to the Chief of Police shall be not shorter than for one year nor longer than the term of the Mayor appointing the administrative assistant to the Chief of Police. The administrative assistant to the Chief of Police may resign from office or may be removed therefrom only in such manner as is provided by the statutes of the state pertaining to the resignation or the removal of the appointed officers."

This language enables a Mayor entering a new term, or one newly elected, to refuse to reappoint a current employee to these positions and to select a new employee to appoint in their place, regardless of the existing employees tenure or performance. This is the basis for the concern in stability.

The language providing for tenure of office in Ordinance 1-27-3, Administrative Assistant, reads:

"The Administrative Assistant term exists in perpetuity unless the Administrative Assistant resigns from office or is removed by the City Council by a majority vote of all members authorized by law."

This language guarantees the employee in that position stability during change of elected officials.P

#### LINCOLN POLICE DEPARTMENT

CHIEF OF POLICE JOSEPH MEISTER



DEPUTY CHIEF OF POLICE MATTHEW COMSTOCK

I propose that all City appointed positions, not covered by a collective bargaining agreement, enjoy the same job stability. To do so, a simple change of language is all that is needed.

#### **Fiscal Impact**

There is no fiscal impact related to this change.

#### **COW Recommendation**

Place on Council's May 19<sup>th</sup>, 2025 Voting Agenda to approve the changes to 1-23-3 and 1-25-3.

Sincerely & Respectfully,

Chief of Police, Joe Meister #85 Lincoln, Illinois Police Department

#### **ORDINANCE NO.**

#### AN ORDINANCE AMENDING 1-23-3 AND 1-25-3 OF THE LINCOLN CITY CODE

THIS ORDINANCE is made and adopted by the CI	TY COUNCIL OF THE CITY
OF LINCOLN, LOGAN COUNTY, ILLINOIS, at a reg	ular meeting held in the City
Council Chambers in said City on the day of _	
WITNESSETH:	

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

WHEREAS, the CITY OF LINCOLN previously amended the code to allow a certain position to exist in perpetuity until the person is either terminated or they resign; and

WHEREAS, there are two positions within the City Police Department that are non union positions, whose terms run with the Mayor; and

WHEREAS, the CITY COUNCIL of the CITY OF LINCOLN desires to change those positions outlined in 1-23-3 and 1-25-3 be amended to reflect that those positions exist in perpetuity;

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

- 1. That Title 1 Chapter 23 Part 3 of the Lincoln City Code is hereby amended to have the position exist in perpetuity. (See Exhibit A).
- 2. That the Title 1 Chapter 25 Part 3 is hereby amended to amended to have the position exist in perpetuity. (See Exhibit A).
- 3. Effective Date. That this Ordinance is effective immediately upon its passage.

The vote on the adoption of this Ordinar	nce was as follows:
Alderman Parrott	Alderwoman McClallen
Alderwoman Rohlfs	Alderman Bateman
Alderwoman O'Donoghue	Alderman Anderson
Alderman Downs	Alderman Sanders
Ayes:	
Nays:	
Passed and approved this da	y of, 2025.  CITY OF LINCOLN,
	BY: Tracy Welch, Mayor City of Lincoln, Logan County, Illinois
ATTEST:City Clerk, City of Lincoln	(SEAL)
Logan County, Illinois	и,

#### **EXHIBIT A**

1-23-3**Tenure Of Office.** [Ord. 2014-824, 12-15-2014]

(A) The term of the office of the administrative assistant to the Chief of Police shall be not shorter than for one year nor longer than the term of the Mayor appointing the administrative assistant to the Chief of Police term shall exist in perpetuity. The administrative assistant to the Chief of Police may resign from office or may be removed therefrom only in such manner as is provided by the statutes of the state pertaining to the resignation or the removal of the appointed officers.

1-25-3**Tenure Of Office.** [Ord. 2018-885, 10-15-2018]

(A) The term of the Office of the Police Records Clerk shall be not shorter than for one year nor longer than the term of the Mayor appointing the Police Records Clerk term shall exist in perpetuity. The Police Records Clerk may resign from office or may be removed therefrom only in such manner as is provided by the Statutes of the State pertaining to the resignation or the removal of the appointed officers.



To: Mayor and Aldermen of the City of Lincoln

From: Shane Remmert, City Engineer through Crawford, Murphy & Tilly, Inc.

**CC:** Walt Landers, Street Superintendent

Kristin Timmons (CMT)

Meeting

**Date:** May 13, 2025

**Subject:** 2025/2025 Motor Fuel Tax Maintenance Program Resolution

#### Background

Each year the City uses Motor Fuel Tax funds to cover eligible costs for the Streets & Alley Department following the IDOT guidelines for the expenditures. Eligible costs include engineering, labor, equipment, maintenance, materials, and construction of sidewalks, curb & gutters, and oil & chip resurfacing. Expenses included in the MFT Maintenance Resolution must take place within the current fiscal year, so the City typically approves the program each May. In order to quality for reimbursement, IDOT must approved the planned expenditures.

#### **Analysis/Discussion**

In the 2025/2026 Resolution, the City is programmed to use \$902,042.88 of it's Motor Fuel Tax Funds for the new maintenance program which runs concurrently with the City's fiscal year, May 1, 2025 to April 30, 2026. An itemized list of the expenses is attached to this memo.

#### **Fiscal Impact**

The expenses planned under the 2025/2026 Motor Fuel Tax Maintenance Program Resolution are included in the City's MFT budget.

#### **Council Recommendation**

Adopt the 2025/2026 Motor Fuel Tax Maintenance Program Resolution as presented.

Crawford, Murphy & Tilly

Centered in Value



# Resolution for Maintenance Under the Illinois Highway Code

	District	County	Resolution	n Number	Resolution Type	Section N	lumber
	6	Logan			Original	25-0000	00-00-GM
BE IT RESOLVED, by the	<del>111</del>	Council Governing Body T	ype	of th	ne C	ity Agency Type	of
_	incoln	Illi		is hereby ap	propriated the sum o		
	ocal Public Age	•			<b>.</b>	000 040 6	
and Two Thousand, F						902,042.8	
of Motor Fuel Tax funds for	or the purpose	of maintaining streets	and highways	under the ap	oplicable provisions o	f Illinois Higi	nway Code from
05/01/25 to	04/30/20 Ending Dat						
BE IT FURTHER RESOLV including supplemental or funds during the period as	revised estim	ates approved in conne					
BE IT FURTHER RESOLV	/ED, that	City Local Public Agency	of_		Lincol Name of Local Pu		
shall submit within three may available from the Departrexpenditure by the Depart BE IT FURTHER RESOLV of the Department of Trans	nent, a certifice ment under the /ED, that the	ed statement showing e iis appropriation, and	expenditures a	nd the baland	ces remaining in the t	funds author	rized for
	y S. Batem of Clerk	an Loca	City Public Agency	Туре	rk in and for said	Local Public	ity Agency Type
of	Lincoln of Local Public	Agongy	in the State	of Illinois, a	nd keeper of the reco	rds and files	thereof, as
provided by statute, do he			e, perfect and o	complete cop	y of a resolution ado	pted by the	
Council		of	Lincolr	1	at a meeti	ng held on_	05/19/25
Governing Body	••		me of Local Put		e May 6	2005	Date
IN TESTIMONY WHEREC	0F, I have her	eunto set my hand and		9th day o		h, Year	<del></del>
(SEAL, if require	d by the LPA)		Clerk Sign	nature & Date	e		
					APPROVED		
				Engineer Sig nt of Transp	nature & Date ortation		



#### **Local Public Agency General Maintenance**

Submittal	Type Original	
District	Estimate of Cost for	

#### **Estimate of Maintenance Costs**

District Estimate of Cost for Municipality

Maintenance Period

Local Public AgencyCountySection NumberBeginningEndingCity of LincolnLogan25-00000-00-GM05/01/2504/30/26

#### Maintenance Items

	T			Maintena	nce items			
Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Coot	Cont	Total Maintenance Operation
1. Spot	IIA	No	Bituminous Cold Mix	Ton		Unit Cost	Cost	Cost
Patching					180	\$110.00	\$19,800.00	
	IIA	No	Bituminous Hot Mix	Ton	125	\$125.00	\$15,625.00	
	IIA	No	Labor	Hr	1,725	\$32.74	\$56,476.50	
	IIA	No	Equipment	Hr	1,150	\$39.13	\$44,999.50	
	IIA	No	Aggregate (CA-6)	Ton	980	\$25.00	\$24,500.00	\$161,90°
2. Cleaning								
Inlets and Culverts	IIA	No	Labor	Hr	675	\$32.74	\$22,099.50	
	IIA	No	Equipment	Hr	490	\$30.00	\$14,700.00	\$36,799
3. Gutter	IIA	No	Labor	Hr	2,075	\$32.74	\$67,935.50	
Cleaning	IIA	No	Equipment	Hr	1,150	\$70.00	\$80,500.00	\$148,435
4. Snow and Ice	IIA	No	Labor	Hr	1,175	\$32.74	\$38,469.50	
Removal	IIA		Equipment	Hr	850	\$70.00	\$59,500.00	
	1		Salt	Ton	385	\$155.84	\$59,998.40	\$157,967
5. Traffic Signal/ Street Light Electrical Service	ı	No	Electrical Energy	LSum	1	\$80,000.00	\$80,000.00	\$80,000
6. Curb and	IIA	No	Labor	Нг	1.075	man 74	205 405 50	
Gutter and Sidewalk	IIA		Equipment	Hr	1,075 500	\$32.74 \$30.00	\$35,195.50	
Replacement	IIA		Concrete	CY	195	\$30.00	\$15,000.00 \$24,375.00	\$74,570
						<b>\$120.00</b>	Ψ24,573.00	Ψ14,570
. Spray Patching	IIA	No	Bit. Matl. Spray Patch	Gal	5,200	\$4.00	\$20,800.00	
	IIA	No	Spray Patch Aggregate	Ton	400	\$25.00	\$10,000.00	\$30,800
S. Scarification Bit Surface Treatment	IIA	No	Preparation of Base	SY	12,400	\$6.00	\$74,400.00	

#### Submittal Type Original **Estimate of Maintenance Costs** Maintenance Period Beginning Ending County Section Local Public Agency 04/30/26 City of Lincoln Logan 25-00000-00-GM 05/01/25 Bit. Prime Coat (MC-30 \$20,825.00 Gal 2,450 \$8.50 IIA No applied @ 0.20 GAL/SY) Bit. Cover & Seal Coat 9.000 \$6.00 \$54,000.00 IIA (HFE-150 applied @ 0.30 Gal Nο GAL/SY) Cover Coat Aggregate Ton 225 \$120.00 \$27,000.00 IIA No (CA-14 Crushed Stone) Seal Coat Aggregate \$194,225.00 \$120.00 \$18,000.00 IΙΑ No Ton 150 (CA-16 Crushed Stone) **Total Operation Cost** \$884,699.40 Estimate of Maintenance Costs Summary **RBI Funds** Other Funds **Estimated Costs** MFT Funds Maintenance \$220,176.50 \$220,176.50 Local Public Agency Labor \$180,699.50 \$180,699.50 Local Public Agency Equipment \$483,822.90 \$483,822.90 Materials/Contracts(Non Bid Items) Materials/Deliver & Install/Materials Quotations (Bid Items) Formal Contract (Bid Items) \$884,698.90 \$884.698.90 Maintenance Total Estimated Maintenance Eng Costs Summary MFT Funds **RBI Funds** Other Funds Total Est Costs Maintenance Engineering \$17,343.98 \$17,343.98 Preliminary Engineering Engineering Inspection **Material Testing** Advertising Bridge Inspection Engineering Maintenance Engineering Total \$17,343.98 \$17,343.98 \$902,042.88 Total Estimated Maintenance \$902,042.88 Remarks

# SUBMITTED Local Public Agency Official Signature & Date Title Mayor County Engineer/Superintendent of Highways Signature & Date Department of Transportation



#### Maintenance Engineering to be Performed by a Consulting Engineer

Local Public Agency				County	Section Number
City of Lincoln				Logan	25-00000-00-GM
The services to be permaintenance operation	erformed by the cons ons (BLR 14222), sh	sulting engineer, per all consist of the foll	taining to the various owing:	s items of work include	ed in the estimated cost of the
Investigatior maintenance municipalitie body as may 12330) form	e operations to be in s and counties), ma r reasonably be requ	the streets or highwa cluded in the mainte intenance estimate uired; attendance at f the maintenance e	enance program; prep of cost and, if applica public letting; prepar	paration of the mainte able, proposal; attenda ation of the contract.	the local highway authority) of the nance resolution (BLR 14220 for ance at meetings of the governing quotations, and/or acceptance (BLR nitted to IDOT within 3 months of
Furnishing the deliver and in	nstali proposal and/d	inspection, including or checking material	invoices of those ma	nent estimate for contr aintenance operations completed by a qualif	ract, material proposal and/or requiring engineering field ied firm.
For furnishing prelimir charged per maintena negotiated preliminary total estimated costs of	nary engineering, the ince period. For furn or engineering fee pe of that group. The ne or for the times which	e engineer will be pa ishing engineering in rcentage for each m egotiated fee for eng	aid a base fee PLUS nspection, the engine aintenance group sh Ineering inspection fo	a negotiated fee perceer will be paid a negotown in the "Schedule or each maintenance	entage. Only one base fee can be obtiated fee percentage. The of Fees" shall be applied to the group shall be applied to the total strued to include supervision of the
	_	SCI	HEDULE OF FEES		
Total of all Maintenand  = \$20,000 Bas	e Fee	≥ \$	620,000 Base Fe	e = \$1,250.00	
			PLUS		
Maintenance	Preliminary	Engineering	Engineering	g Inspection	
Engineering Category	Maximum Fee %	Negotiated Fee %	Maximum Fee %	Negotiated Fee %	Operation(s) to be Inspected
	NA	NA	NA	NA	NA
IIA	2%	2%	1%		
IIB	3%		3%		
111	4%		4%		
IV	5%	5%	6%	6%	#9
Selection Act 50 (ILC) Manual.	the selection of the 510/1-510/8) and	e ENGINEER was procedures outlined	performed in accord in Chapter 5 of the	dance with the Local e DEPARTMENT's B	Government Professional Service ureau of Local Roads and Streets
3Y: Local Public Agency S	ionatura 9 Data		BY:		
Local Public Agency S	ignature & Date		Consulting	g Engineer Signature	& Date .
Γitle			Title		<del></del>
			Project N	Manager	
			P.E. Seal	& Date	
pproved:					
Regional Engineer, IDC	OT Signature & Date				



#### **Equipment Rental Schedule**

District	Local Public Agency	County	Section Number
6	Lincoln	Logan	25-00000-00-GM
i hereby re	equest approval of the use of MFT funds to pay rent	al for the equipment listed below	w at the rates shown. The equipment is
owned by	City of Lincoln	, and is t	o be used on the above named section.
	Name of Entity		
Rental Ra	tes calculated using:		
	Schedule of Average Ownership Equipment R	Rental Expense Multiplier Used	1.9394
	☐ Blue Book ☐ Custom Rate from IDOT (attac	n documentation)	

Item of Equipment	Manufacturer	Model	Size	Year Built	Page No.	Current Rental Rate	Operator Rate	Total Cos
#1 Pickup	Dodge	pu/gas	half ton	2019	51	\$18.07		\$18.07
#2 Dump	Ford		1 ton/32,000	2018	52	\$51.86		\$51.86
#3 Dump	Ford		1 Ton/32,000	2014	52	\$51.86		\$51.86
#3 Plow	Flink	Rev.			40	\$18.26		\$18.26
#4 Dump	Ford		1 Ton/32,000	2014	52	\$51.86		\$51.86
#4 Plow	Flink	Rev.			40	\$18.26		\$18.26
#5 Flat Bed	Chevrolet	Flat/gs	3/4Ton/1500	2006	50	\$21.38		\$21.38
#5 Plow	Western	Rev.			40	\$18.26		\$18.26
#6 Pickup	Chevrolet	pu/gas	Half Ton		51	\$18.07		\$18.07
#7 Dump	International	dp/deal	7400/32,000	2008	52	\$51.86		\$51.86
#7 Plow	Flink	Rev.			40	\$18.26		\$18.26
#7 Spreader	Flink	PTO			43	\$11.34		\$11.34
#8 Dump	International	dp/deal	4900/32,000	2008	52	\$51.86		\$51.86
#8 Plow	Flink	Rev.			40	\$18.26		\$18.26
#10 Dump	Henderson	Rev.			40	\$51.86		\$51.86
#10 Spreader	Henderson	РТО			43	\$11.83		\$11.83
#11 Utility	Ford	UtilDesi	1 Ton/32,000	1997	51	\$18.06		\$18.06
#12 Dump	International	DpDesl	4900/32,000	1997	52	\$51.86		\$51.86
#12 Plow	Flink	Rev.			40	\$18.26		\$18.26
#13 Bucket	Dodge Ram	BldDesl	1 Ton/30,000	2016	50	\$61.75		\$61.75
#14 Pickup	Chevrolet	puDesl	3/4 Ton	2001	51	\$18.06		\$18.06
#14 Plow	Western	Rev.			40	\$18.26		\$18.26
#15 Dump	International	dpDesl	4900/32,000	1993	52	\$51.86		\$51.86
#15 Płow	Flink	Rev.			40	\$18.26		\$18.26
#15 Spreader	Flink	РТО			43	\$11.83		\$11.83
#16 Dump	International	dpDesl	4900/32,000	2001	52	\$51.86		\$51.86
#16 Plow	Flink	Rev.			40	\$18.26		\$18.26
#17 Dump	International	dpDesl	32,000	2001	52	\$51.86		\$51.86

Item of Equipment	Manufacturer	Model	Size	Year Built		Current Rental Rate	Operator Rate	Total Cos
#17 Plow	Flink	Rev.			40	\$18.26		\$18.26
#18 Dump	Freightliner	108SD		2021	52	\$51.86		\$51.86
#18 Plow	Flink	Rev.			40	\$18.26		\$18.26
#18 Spreader	Flink	РТО			43	\$11.83		\$11.83
#22 Dump	Peterbuilt	348	32,000		52	\$51.86		\$51.86
#22 Plow	Flink	Rev.			40	\$18.26		\$18.26
#9 Bucket	Chevrolet	BldDesl	K7900/32,000	2003	50	\$82.07		\$82.07
Elgin Sweeper	Johnson	mx450		2007	44	\$87.55		\$87.55
Allianz Sweeper	Johnson	mx450		2007	44	\$87.55		\$87.55
Wheel Loader	John Deere	524k	141hp	2023	46	\$73.53		\$73.53
Backhoe #1	John Deere	310sf	63 hp	2008	46	\$66.95		\$66.95
Backhoe #2	John Deere	310s	76hp	1998	46	\$50.60		\$50.60
Motor Grader	Dreeser	850	30,100	1992	21	\$85.84		\$85.84
Chip Spreader	Einyre	k4664		1984	42	\$99.36		\$99.36
#1 Tractor/Mower	John Deere	5210	53hp	2000	45	\$38.70		\$38.70
#2 Tractor/Mower	Kioti	dk45s	43hp	2005	45	\$21.22		\$21.22
Air Compressor	Ingersoll Rand	175	175	1979	10	\$19.32		\$19.32
Asphalt Zipper		az480h	140hp	2004	9	\$56.51		\$56.51
Tire Roller	Bros Roller	sp54	50	1959	34	\$44.36		\$44.36
Street Roller	Rax Roller	900	75	1975	34	\$57.04		\$57.04
Brush Chipper	Brush Bandit	200x	80	1991	5	\$30.04		\$30.04
Skid Steer	Bobcat	S570	61hp	2004	46	\$34.97		\$34.97
Snow Blower					39	\$7.69		\$7.69
Street Broom			6		5	\$9.22		\$9.22
Cold Planer	Bobcat	24PLA		2018	9	\$24.62		\$24.62
Power Rake	Bobcat	84			31	\$7.69		\$7.69
Spray Patcher	Total Patcher	Vortex		2015		\$32.89		\$32.89
Excavator	John Deere	135G	101hp	2023	16	\$86.91		\$86.91
Brush Cutter	Baumalight	C-550			5	\$21.81		\$21.81

Submitted:	Local Public Agency Signature & Date
For a Road District project	County Engineer Signature & Date
County Engineer signature required.	
Approved:	Regional Engineer, DOT Signature & Date



#### **Local Public Agency General Maintenance**

Submittal Type	0	rigin	al	

#### **Estimate of Maintenance Costs**

District Estimate of Cost for

Municipality

Maintenance Period

Local Public AgencyCountySection NumberBeginningEndingCity of LincolnLogan25-00000-00-GM05/01/2504/30/26

#### Maintenance Items

Maintenance Operation	Maint Eng Category	Insp.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Spot     Patching	IIA	No	Bituminous Cold Mix	Ton	180	\$110.00	\$19,800.00	
Latering	IIA	No	Bituminous Hot Mix	Ton	125	\$125.00	\$15,625.00	
	IIA	No	Labor	Hr	1,725	\$32.74	\$56,476.50	
	IIA	No	Equipment	Hr	1,150	\$39.13	\$44,999.50	
	IIA	No	Aggregate (CA-6)	Ton	980	\$25.00	\$24,500.00	\$161,901.00
2. Cleaning Inlets and Culverts	IIA	No	Labor	Hr	675	\$32.74	\$22,099.50	
	IIA	No	Equipment	Hr	490	\$30.00	\$14,700.00	\$36,799.50
3. Gutter Cleaning	IIA	No	Labor	Hr	2,075	\$32.74	\$67,935.50	
Clearing	IIA	No	Equipment	Hr	1,150	\$70.00	\$80,500.00	\$148,435.50
4. Snow and Ice	IIA	No	Labor	Hr	1,175	\$32.74	\$38,469.50	
Removal	IIA		Equipment	Hr	850	\$70.00	\$59,500.00	
	ı		Salt	Ton	385	\$155.84	\$59,998.40	\$157,967.90
5. Traffic Signal/ Street Light Electrical Service	I	No	Electrical Energy	LSum	1	\$80,000.00	\$80,000.00	\$80,000.00
6. Curb and Gutter	IIA	No	Labor	Hr	1,075	\$32.74	\$35,195.50	
and Sidewalk	IIA	No	Equipment	Hr	500	\$30.00	\$15,000.00	
Replacement	IIA	No	Concrete	CY	195	\$125.00	\$24,375.00	\$74,570.50
7. Spray Patching	IIA	No	Bit. Matl. Spray Patch	Gal	5,200	\$4.00	\$20,800.00	
<b>J</b>	IIA	No	Spray Patch Aggregate	Ton	400	\$25.00	\$10,000.00	\$30,800.00
8. Scarification & Bit Surface Treatment	IIA	No	Preparation of Base	SY	12,400	\$6.00	\$74,400.00	

			Estima	te of Ma	aintenan	ice Costs	Submittal Typ	e Original
							Maintenar	
Local Public Ag	ency		County		Sectio	n	Beginning	Ending
City of Linco	ln		Logan		25-00	0000-00 <b>-</b> GM	05/01/25	04/30/26
	IIA	No	Bit. Prime Coat (MC-30 applied @ 0.20 GAL/SY)	Gal	2,450	\$8.	.50 \$20,825.	00
	IIA	No	Bit. Cover & Seal Coat (HFE-150 applied @ 0.30 GAL/SY)	Gal	9,000	\$6.	.00 \$54,000.	00
	IIA	No	Cover Coat Aggregate (CA-14 Crushed Stone)	Ton	225	\$120.	.00 \$27,000.	00
	IIA	No	Seal Coat Aggregate (CA-16 Crushed Stone)	Ton	150	\$120.	.00 \$18,000.	00 \$194,225.00
							Total Operation Co	
10-i-t			=	MFT F		RBI Funds	Other Funds	Estimated Costs
Maintenance			Г		20,176.50	TOTT UTUS	Other Funds	\$220,176.50
Local Public Ag	-		-		80.699.50			\$180,699.50
Local Public Ag								\$483,822.90
Materials/Contracts(Non Bid Items)  Materials/Deliver & Install/Materials Quotations (Bid Items)		<b></b>	83,822.90			Ψ400,022.90		
Formal Contrac			gootations (Sia italia)					
T Officer Contract	k (Bla komo		Maintenance Total	\$8	84,698.90			\$884,698.90
					Est	imated Maintena	nce Eng Costs Sumn	nary
Maintenance E	ngineering		-	MFT F	unds	RBI Funds	Other Funds	Total Est Costs
Preliminary Eng	ineering			\$17,343.98				\$17,343.98
Engineering Ins	pection							
Material Testing	3							
Advertising								
Bridge Inspection	n Engineer	ing						
	М	aintena	nce Engineering Total	\$	17,343.98			\$17,343.98
		Total E	stimated Maintenance	\$9	02,042.88			\$902,042.88
Remarks								
		SUBMI	TTED					
Local Public Ag	ency Officia	l Signat	cure & Date					
Title							ADDDOVED	
Mayor					Regional	Engineer Signatu	APPROVED ure & Date	
County Engineer/Superintendent of Highways Signature & Da			ate		ent of Transportat			

#### Instructions for BLR 14222 - Page 1 of 4

NOTE: Form instructions should not be included when the form is submitted

This form is used by all Local Public Agencies (LPAs) to submit their maintenance program and also submit their maintenance expenditure statements. A resolution (BLR 14220) must be submitted and approved by the Illinois Department of Transportation (IDOT) prior to incurring any expenditures. For items required to be bid the estimate of cost must be submitted prior to submittal of required bidding documents. Authorizations will be made based on the resolution and/or the approved contract/acceptance/material quotations documents.

The maintenance expenditure statement must be submitted within 3 months of the end of the maintenance period. Maintenance resolutions and estimates submitted for future maintenance periods after that date will not be processed until the delinquent maintenance expenditure statement has been submitted. Only one form needs to be completed per maintenance period, combine all operations on one form.

For additional information refer to the Bureau of Local Roads Manual (BLRS), Chapter 14. For signature requirements refer to Chapter 2, section 3.05(b) of the BLRS Manual.

For items being completed for the estimate all materials, equipment, labor and contract amounts are considered estimates. For estimates where LPA equipment is completed, an Equipment Rental Schedule (BLR 12110) must also be submitted for approval. When completing the form for the Maintenance Expenditure all items must be actual amounts spent.

Maintenance — From the drop down choose which type of document is being submitted. Choose Estimate of Cost if an estimate is being submitted, choose Maintenance Expenditure Statement if a maintenance expenditure statement is being submitted

Submittal — Choose the type of submittal, if this is the first submittal choose original, if revising a previous submittal choose, revised. If adding to a previous submittal choose supplemental.

Estimate of Cost For — Select the type of LPA submitting this form from the drop down. Types to choose are County, Municipality, or Road District/Township.

Local Public Agency — Insert the name of the Local Public Agency.

County — Insert the County in which the Local Public Agency is located.

#### Maintenance Period

Beginning — Insert the beginning date of the maintenance period.

Ending — Insert the ending date of the maintenance period.

Section — Insert the section number assigned to this project. The letters at the end of the section number will always be a "GM".

Maintenance Operations — List each maintenance operation separately

Maintenance Eng. Category — From the drop down choose the maintenance engineering category as it applies to the operation listed to the left. The definitions of the categories can be found in the BLRS Manual Chapter 14, section 14-2.04

#### Maintenance Engineering Categories are:

Category I — Services purchased without a proposal such as electric energy or materials purchased from Central Management Services' Joint Purchasing Program or another joint purchasing program that has been approved by the District BLRS or CBLRS.

Category II-A — Maintenance items that are not included in Maintenance Engineering Category I or do not require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution.

Category II-B — Routine maintenance items that require competitive sealed bids according to Section12-1.02(a) or a local ordinance/resolution. Routine maintenance includes all items in the following work categories: snow removal, street sweeping, lighting and traffic signal maintenance, cleaning ditches or drainage structures, tree trimming or removal, mowing, crack sealing, pavement marking, shoulder maintenance limited amounts of concrete curb and gutter repair, scour mitigation, pavement patching, and minor drainage repairs.

Category III — Maintenance items that are not covered by Maintenance Engineering Category I or Category II-B and require competitive bidding with a material proposal, a deliver and install proposal or material quotation.

Category IV — Maintenance items that are not covered by Maintenance Engineering Category I or Category II-B and require competitive bidding with a formal contract proposal.

#### Instructions for BLR 14222 - Page 2 of 4

The instructions listed below only apply to the maintenance estimate of cost. For LPA's using Local Public Agency Labor and/or Local Public Agency Equipment Rental, the estimated amounts are only listed on those specific lines and are not to be included with each operation on the estimate of cost.

Insp Req — From the drop down choose No or Yes as it applies to the maintenance operation listed to the left. Items requiring no engineering inspection should be no.

Material Categories/Point of Delivery or Work Performed by an Outside Contractor — List the items for each operation on a separate line, grouping items for the same operation together, for the operation listed to the left. If work being done as a contract list work by contractor.

Unit — Insert the unit of measure for the material listed to the left, if applicable.

Quantity — Insert the quantity for the material listed to the left, if applicable.

Unit Cost — Insert the unit cost of the material listed to the left, if applicable.

Cost — No entry necessary, this is a calculated field. This is the quantity times the unit cost.

Total Maintenance Operation Cost — Insert the total of the Maintenance Operation Cost, for items done by a contract insert the estimated contract amount.

#### Maintenance

Estimate of Maintenance Costs Summary — Under each item listed below, list the amount of estimated MFT funds, Rebuild Illinois (RBI) funds and local funds to be expended, if applicable. The total Estimated cost is a calculated field.

Local Public Agency Labor — Insert the estimated amount for LPA labor for all maintenance operations, if applicable.

Local Public Agency Equipment Rental — Insert the estimated amount for LPA equipment rental for all maintenance operations, if applicable.

Materials/Contracts (Non Bid Items) — Insert the estimated amount for materials and/or contracts for items the LPA is not required to bid, if applicable.

Materials/Deliver & Install, Material Quotations — For the operation listed to the left insert the estimate amount to be expended using a bidding process for material/deliver & install proposal and/or material quotations, if applicable.

Formal Contracts — Insert the total amount estimated to be expended on formal contracts. This will be for items required to be

Total Estimated Cost — This is a calculated field and will be automatically filled in for each type. This is the sum of all funding for the item.

Total Maintenance Operation Cost — This is a calculated field, no entry is necessary. This is the sum of all items estimated to be expended on this operation.

Total Maintenance Cost — This is a calculated field, no entry is necessary. This is the sum of all maintenance operation costs.

Maintenance Engineering Cost Summary — For each item listed below, list under the funding type what the estimated amount to be expended for each item.

Preliminary Engineering Fee — Insert the amount of funds estimated to be expended for Preliminary Engineering, if applicable.

Engineering Inspection Fee — Insert the amount of funds estimated to be expended for Engineering Inspection, if applicable.

Material Testing Costs — Insert the dollar amount of funds estimated to be expended on material testing costs, if applicable.

Completed 05/09/25 BLR 14222 (Rev. 12/13/22)

#### Instructions for BLR 14222 - Page 3 of 4

Advertising Costs — Insert the amount of funds estimated to be expended on advertising costs, if applicable.

Bridge Inspection Costs — Insert the amount of funds estimated to be expended on bridge inspection costs, if applicable.

Total Maintenance Engineering — This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.

Totals — This is a calculated field. It is the total of the estimated maintenance cost plus the estimated maintenance engineering cost.

These instructions apply to the Maintenance Expenditure Statement.

Maintenance Operation — Type in the name of the maintenance operation for which the amounts to the right will be completed. For a form that was completed as an Estimate of Cost and is now being changed to a Maintenance Expenditure Statement, this field will be completed from the estimate.

Maint Eng Category — From the drop down select the Maintenance Engineering Category that applies to the operation listed to the left.

LPA Labor — For the operation listed to the left insert the amount expended for LPA labor, if applicable.

LPA Equipment Rental — For the operation listed to the left insert the amount expended on LPA equipment rental if applicable.

Materials/Contracts (Non-Bid) — For the operation listed to the left insert the amount expended for materials and/or contracts that was not required to be bid, if applicable.

Materials/Deliver & Install/Material Quotations (Bid Items) — Insert the total amount expended on Materials Proposals, Deliver and Install proposals, Materials Quotations (Bid Items). This will be for items that were required to be bid.

Formal Contract — For the operation listed to the left insert the amount expended for items bid using the formal contract process, if applicable.

Total Operation Cost — This is a calculated field, it will sum the amounts expended for the operation listed to the left.

Operation Engineering Inspection Fee — For the operation listed to the left insert the amount of engineering inspection charged for this operation, if applicable.

Total Maintenance — This is a calculated field, no entry necessary. It is the sum of all maintenance operations.

Maintenance Engineering Cost Summary Preliminary Engineering Fee — Insert the dollar amount of funds spent on preliminary engineering for this maintenance section.

Engineering Inspection Fee — Insert the amount of funds expended for Engineering Inspection, if applicable.

Material Testing Costs — Insert the dollar amount of funds spent on material testing costs, if applicable.

Advertising Costs — Insert the dollar amount of funds spent on advertising costs, if applicable.

Bridge Inspection Costs — Insert the dollar amount of funds spent on bridge inspection costs, if applicable.

Total Maintenance Engineering — This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.

Total Maintenance Program Costs — Insert the total cost of the Maintenance and Maint. Engineering. The maintenance amount will be the amount from the Total Cost from the Maintenance Items table. The Maint. Eng will be the Maintenance Engineering Total from above.

Completed 05/09/25 BLR 14222 (Rev. 12/13/22)

#### Instructions for BLR 14222 - Page 4 of 4

Contributions, Refunds, Paid with Other Funds — Enter the dollar amount of contributions, refunds or amounts paid with other funds for this maintenance section, if applicable, for both maintenance and maintenance engineering.

Total Motor Fuel Tax/Rebuild Illinois Portion — These are calculated fields, no entry is necessary. This is the sum of the total cost minus the amount paid with local funds.

Motor Fuel Tax Portion — Insert the amount of the total cost that was paid for with Motor Fuel Tax funds for Maintenance and Maint. Engineering, as applicable.

Motor Fuel Tax Funds Authorized — Insert the net amount of Motor Fuel Tax Funds authorized for each type.

Motor Fuel Tax Surplus/Deficit — These are calculated fields, no entry is necessary. This is the sum of the Total Motor Fuel Tax funds expended minus the amount of Motor Fuel Tax funds authorized. A positive number will result in a credit to the unobligated fund of the Motor Fuel Tax fund. A negative number means more funds were spent than authorized. If the negative number has a resolution to cover the overage, the item(s) that resulted in the overage have been approved by IDOT, and are covered in the overrun policy, this amount will be authorized. If these conditions are not met you must contact your District office for guidance.

Rebuild Illinois Portion — Insert the amount of the total cost that was paid for with Rebuild Illinois funds for Maintenance and Maint. Engineering, as applicable.

Rebuild Illinois Funds Authorized — Insert the net amount of Rebuild Illinois Funds authorized for each type.

Rebuild Illinois Surplus/Deficit — These are calculated fields, no entry is necessary. This is the sum of the Total Rebuild Illinois funds expended minus the amount of Rebuild Illinois funds authorized. A positive number will result in a credit to the unobligated fund of the Motor Fuel Tax fund. A negative number means more funds were spent than authorized. If the negative number has a resolution to cover the overage, the item(s) that resulted in the overage have been approved by IDOT, and are covered in the overrun policy, this amount will be authorized. If these conditions are not met you must contact your District office for guidance.

Difference — No entry necessary, this field is automatically calculated. It is the difference between Total Motor Fuel Tax/Rebuild Illinois Portion for Maintenance and Maint. Engineering. The fields must equal zero; if not, review the amounts inserted under Motor Fuel Tax and Rebuild Illinois need to be corrected.

Remarks — Enter remarks as applicable covering the items entered.

Certification — Upon submittal of this form as the maintenance expenditure statement the LPA official shall check this box as certification.

End of instructions for Maintenance Expenditure Statement

#### Submitted

Local Public Agency Official — The proper official shall sign, insert their title and date here. For Estimates of Cost covering a Township/Road District the road commissioner shall sign and date as Local Public Agency Official. For Municipalities the municipal official shall sign and date here.

County Engineer/Superintendent of Highways — For County project and/or Township/Road District projects the county engineer/superintendent of highways shall sign here.

Approved — Upon approval the Regional Engineer shall sign and date here. This approval is subject to change based upon a documentation review by the Department.

A minimum of three (3) signed originals must be submitted to the Regional Engineer's District office. Following the Regional Engineer's approval, distribution will be as follows:

Local Public Agency Clerk Engineer (Consultant or County Engineer) District File



# Maintenance Engineering to be Performed by a Consulting Engineer

Local Public Agency				County	Section Number
City of Lincoln				Logan	25-00000-00-GM
The services to be per maintenance operation				tems of work include	d in the estimated cost of the
Investigation maintenance municipalities body as may 12330) form.	operations to be inc and counties), mai reasonably be requ	he streets or highwa cluded in the mainter ntenance estimate o ired; attendance at p f the maintenance ex	nance program; prepa if cost and, if applicab public letting; prepara	aration of the mainter ble, proposal; attenda tion of the contract, q	he local highway authority) of the nance resolution (BLR 14220 for ince at meetings of the governing puotations, and/or acceptance (BLR itted to IDOT within 3 months of
Furnishing the deliver and in	istall proposal and/o	nspection, including or checking material	preparation of payme invoices of those mai ensure the testing is c	ntenance operations	act, material proposal and/or requiring engineering field led firm.
charged per maintenar negotiated preliminary total estimated costs of	nce period. For furn engineering fee per of that group. The ne	ishing engineering ir rcentage for each mag egotiated fee for eng	nspection, the engined aintenance group sho ineering inspection fo	er will be paid a nego own in the "Schedule r each maintenance	entage. Only one base fee can be of Fees" shall be applied to the group shall be applied to the total strued to include supervision of the
		SCI	HEDULE OF FEES		
Total of all Maintenance	ce Operations:		200 000	- 64 050 00	
= \$20,000 Bas	e Fee		20,000 Base Fee	= \$1,250.00	
			PLUS		
Maintenance		Engineering	Engineering		Operation(a) to be Inspected
Engineering Category	Maximum Fee %	Negotiated Fee %	Maximum Fee %	Negotiated Fee %	Operation(s) to be Inspected NA
1	NA OO/	NA 20/	NA 19/	NA	INA
IIA	2% 3%	2%	1% 3%		
IIB	4%		4%		
III IV	5%	5%	6%	6%	#9
The LPA certifies that Selection Act 50 (ILC: Manual.	t the selection of th S 510/1-510/8) and	e ENGINEER was	performed in accord d in Chapter 5 of the BY:	ance with the Local	Government Professional Service tureau of Local Roads and Streets
Local Public Agency Signature & Date  Consulting Engineer Signature & Date					
Title			Title		
			Project N	Manager	
			P.E. Seal	& Date	
Approved:			L		
Regional Engineer, ID	OT Signature & Dat	e			

#### Instructions for BLR 05520

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used by a Local Public Agency (LPA) to establish an agreement with a licensed professional engineer to provide engineering services for maintenance work funded in whole or in part with MFT funds.

For more information, see Chapter 5 of the Bureau of Local Roads and Street Manual (BLRS Manual).

For signature requirements, refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

Local Public Agency

Insert the name of the LPA

County

Insert the name of the county in which the LPA is located.

Section Number

Insert the section number assigned to this project.

Schedule of Fees

If the total of maintenance operations from BLR 14222 is less than \$20,000 then check the box for less than \$20,000 and insert the amount of base fee being charged by the consultant - this cannot exceed \$1,250.00. If the maintenance operations are equal to or greater than \$20,000 the base fee will be \$1,250.00 so that box should be checked. **ONLY ONE BASE FEE IS ALLOWED PER** 

MAINTENANCE PERIOD.

Plus

For each maintenance engineering category, there is an acceptable fee listed for preliminary engineering and engineering inspection. The acceptable fee % is the maximum that can be charged for the maintenance engineering category. Under negotiated fee % an amount needs to be inserted for the amount being charged by the consultant. The negotiated fee % cannot exceed the amount listed in the acceptable fee. For maintenance category IIA, only items that require inspection will be allowed to be charged for engineering inspection. Under operation to be inspected list the maintenance operation number from the estimate of cost which applies to the maintenance category.

Local Public Agency Signature

The LPA official will sign and date here, and insert their title.

Consulting Engineer Signature

The consulting engineer will sign and date here, and insert their title along with their PE seal and license expiration date.

**IDOT Signature** 

Upon approval the IDOT regional engineer will sign and date here.

A minimum of three (3) signed originals must be submitted to the Regional Engineer's District office. Following the IDOT's approval, distribution will be as follows:

Local Public Agency Clerk

District

Engineer (Municipal, Consultant, County)



#### **Equipment Rental Schedule**

District	Local Public Agency	County	Section Number				
6	Lincoln	Logan	25-00000-00-GM				
I hereby re	hereby request approval of the use of MFT funds to pay rental for the equipment listed below at the rates shown. The equipment is						
owned by City of Lincoln , and is to be used on the above named section.							
	Name of Entity						
Rental Rat	es calculated using:						
	Schedule of Average Ownership Equipment Rental Expense Multiplier Used 1.9394						
	☐ Blue Book ☐ Custom Rate from IDOT (attach docume	entation)					

Item of Equipment	Manufacturer	Model	Size	Year Built	Page No.	Current Rental Rate	Operator Rate	Total Cos
#1 Pickup	Dodge	pu/gas	half ton	2019	51	\$18.07		\$18.07
#2 Dump	Ford		1 ton/32,000	2018	52	\$51.86		\$51.86
#3 Dump	Ford		1 Ton/32,000	2014	52	\$51.86		\$51.86
#3 Plow	Flink	Rev.			40	\$18.26		\$18.26
#4 Dump	Ford		1 Ton/32,000	2014	52	\$51.86		\$51.86
#4 Plow	Flink	Rev.			40	\$18.26		\$18.26
#5 Flat Bed	Chevrolet	Flat/gs	3/4Ton/1500	2006	50	\$21.38		\$21.38
#5 Plow	Western	Rev.			40	\$18.26		\$18.26
#6 Pickup	Chevrolet	pu/gas	Half Ton		51	\$18.07		\$18.07
#7 Dump	International	dp/deal	7400/32,000	2008	52	\$51.86		\$51.86
#7 Plow	Flink	Rev.			40	\$18.26		\$18.26
#7 Spreader	Flink	РТО			43	\$11.34		\$11.34
#8 Dump	International	dp/deai	4900/32,000	2008	52	\$51.86		\$51.86
#8 Plow	Flink	Rev.			40	\$18.26		\$18.26
#10 Dump	Henderson	Rev.			40	\$51.86		\$51.86
#10 Spreader	Henderson	РТО			43	\$11.83		\$11.83
#11 Utility	Ford	UtilDesl	1 Ton/32,000	1997	51	\$18.06		\$18.06
#12 Dump	International	DpDesl	4900/32,000	1997	52	\$51.86		\$51.86
#12 Plow	Flink	Rev.			40	\$18.26		\$18.26
#13 Bucket	Dodge Ram	BldDesl	1 Ton/30,000	2016	50	\$61.75		\$61.75
#14 Pickup	Chevrolet	puDesl	3/4 Ton	2001	51	\$18.06		\$18.06
#14 Plow	Western	Rev.			40	\$18.26		\$18.26
#15 Dump	International	dpDesl	4900/32,000	1993	52	\$51.86		\$51.86
#15 Plow	Flink	Rev.			40	\$18.26		\$18.26
#15 Spreader	Flink	РТО			43	\$11.83		\$11.83
#16 Dump	International	dpDesl	4900/32,000	2001	52	\$51.86		\$51.86
#16 Plow	Flink	Rev.			40	\$18.26		\$18.26
#17 Dump	International	dpDesl	32,000	2001	52	\$51.86		\$51.86

Item of Equipment	Manufacturer	Model	Size	Year Built	Page No.	Current Rental Rate	Operator Rate	Total Cos
#17 Plow	Flink	Rev.			40	\$18.26		\$18.26
#18 Dump	Freightliner	108SD		2021	52	\$51.86		\$51.86
#18 Plow	Flink	Rev.			40	\$18.26		\$18.26
#18 Spreader	Flink	PTO			43	\$11.83		\$11.83
#22 Dump	Peterbuilt	348	32,000		52	\$51.86		\$51.86
#22 Plow	Flink	Rev.			40	\$18.26		\$18.26
#9 Bucket	Chevrolet	BldDesl	K7900/32,000	2003	50	\$82.07		\$82.07
Elgin Sweeper	Johnson	mx450		2007	44	\$87.55		\$87.55
Allianz Sweeper	Johnson	mx450		2007	44	\$87.55		\$87.55
Wheel Loader	John Deere	524k	141hp	2023	46	\$73.53		\$73.53
Backhoe #1	John Deere	310sf	63 hp	2008	46	\$66.95		\$66.95
Backhoe #2	John Deere	310s	76hp	1998	46	\$50.60		\$50.60
Motor Grader	Dreeser	850	30,100	1992	21	\$85.84		\$85.84
Chip Spreader	Einyre	k4664		1984	42	\$99.36		\$99.36
#1 Tractor/Mower	John Deere	5210	53hp	2000	45	\$38.70		\$38.70
#2 Tractor/Mower	Kioti	dk45s	43hp	2005	45	\$21.22		\$21.22
Air Compressor	Ingersoll Rand	175	175	1979	10	\$19.32		\$19.32
Asphalt Zipper		az480h	140hp	2004	9	\$56.51		\$56.51
Tire Roller	Bros Roller	sp54	50	1959	34	\$44.36		\$44.36
Street Roller	Rax Roller	900	75	1975	34	\$57.04		\$57.04
Brush Chipper	Brush Bandit	200x	80	1991	5	\$30.04		\$30.04
Skid Steer	Bobcat	S570	61hp	2004	46	\$34.97		\$34.97
Snow Blower					39	\$7.69		\$7.69
Street Broom			6		5	\$9.22		\$9.22
Cold Planer	Bobcat	24PLA		2018	9	\$24.62		\$24.62
Power Rake	Bobcat	84			31	\$7.69		\$7.69
Spray Patcher	Total Patcher	Vortex		2015		\$32.89		\$32.89
Excavator	John Deere	135G	101hp	2023	16	\$86.91		\$86.91
Brush Cutter	Baumalight	C-550			5	\$21.81		\$21.81

Submitted:	Local Public Agency Signature & Date
For a Road District project County Engineer signature required.	County Engineer Signature & Date
Approved:	Regional Engineer, DOT Signature & Date

#### Instructions for BLR 12110

This form is to be used when a Local Public Agency (LPA) wants to be reimburse for the use of equipment it owns, or owned by another LPA, or for supporting documentation for force account costs or day labor operations. Road districts may not rent privately owned equipment. See the Bureau of Local Roads and Streets Manual Chapter 12 for more detailed information. If equipment rental is listed on Maintenance Estimate of Cost (BLR 14221 or BLR 14231) this form must be completed. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

Local Public Agency Insert the name of the LPA.

County Insert the name of the County in which the LPA is located.

Section Number Insert the section number for this project.

Equipment owned by Insert the name of the entity that owns the equipment listed in the table below. A separate form

will need to be used if the LPA is wanting to charge equipment rental for equipment owned by

more than one entity.

Rental Rates Calculated using Check the appropriate box indicating how the rental rates were calculated. If using the Schedule of

Average Ownership Equipment Rental Expense rates insert the multiplier used for those rates. A Custom rate calculated by IDOT is used when a specific piece of equipment is not listed in the Schedule of Average Ownership of Equipment Rental Expenses booklet and IDOT calculates the rate for that specific piece of equipment. Attach the documentation received from IDOT for this

calculation.

Item of Equipment Insert the name of the item of equipment.

Manufacturer Insert the name of the manufacturer of the piece of equipment listed.

Model Insert the model of the piece of equipment listed.

Size Insert the size of the piece of equipment listed, i.e. horsepower, cubic yards, tonnage.

Year Built Insert the year the piece of equipment was built.

Page No. If using the Schedule of Average Ownership Equipment Rental Expense booklet to calculate rental

rates, insert the page number of the book used to calculate the rental rate.

Rental Rate Insert the hourly rental rate as it applies to the piece of equipment listed.

Operator Rate Insert the hourly operator rate for the piece of equipment listed, if applicable.

Total Cost This is a calculated field, no entry necessary. It is the sum of the rental rate plus the operator

rate(if applicable).

Add Use the add button to add a line to the form for additional pieces of equipment.

Signatures - Official The LPA official must sign and insert their title here.

Date Insert the date of the LPA official's signature.

Regional Engineer Upon approval the Regional Engineer shall sign and date here.

A minimum of three (3) signed originals must be submitted to the Regional Engineer's District office. Distribution will be as follows:

Local Public Agency Clerk

Engineer (Municipal, Consultant or County)

District

**TO:** City Council Members

FROM: Mayor Welch

**MEETING DATE:** May 13, 2025

**RE:** Tourism Consultant Contract

#### Background

As a result of the City's recent decision to retain the hotel/motel tax revenue and establish a city-run tourism department, we are entering a critical phase in shaping the future of tourism for Lincoln. This change presents an exciting opportunity to take direct control of our marketing efforts, tourism development strategies, and visitor engagement initiatives to better align with our community's long-term goals.

To ensure the successful launch and development of this new department, it is essential that we secure experienced leadership from the outset. At this time, hiring a full-time employee may not be the most efficient or cost-effective solution. Instead, bringing in a qualified consultant with a strong track record in tourism development offers us the expertise and flexibility we need during this foundational period.

Therefore, I am requesting that the City Council approve the hiring of Scott McCoy of McCoyCORE USA LLC to serve as director of the tourism department. Mr. McCoy brings a wealth of experience in tourism strategy, destination branding, and community engagement. His proposed annual rate of \$45,000.00 is a prudent investment in ensuring our tourism department launches successfully, with a clear vision and actionable goals.

#### Fiscal Impact

This creates an annual expenditure of \$45,000.00 from the hotel/motel tax revenue, which is specifically designated for tourism-related activities.

#### **COW** Recommendation

Place "Approval of the contract with Scott McCoy of McCoyCORE USA LLC" on the May 19, 2025 Regular City Council Meeting agenda.

#### Council Recommendation

Approve the contract with Scott McCoy of McCoyCORE USA LLC



# **CONSULTING AGREEMENT**

This CONSULTING AGREEMENT ("Agreement") is dated this 19th day of May, 2025.

This Agreement is between:

#### CONSULTANT

McCoyCORE USA LLC 2815 Scarborough Street Bloomington, Illinois 61705 USA

("McCoy")

#### CLIENT

City of Lincoln, Illinois 700 Broadway Street Lincoln, Illinois 62656 USA

("Client")

#### 1. BACKGROUND

- 1.1 The Client is of the opinion that McCoy has the necessary qualifications, experience and abilities to provide consulting services to the Client.
- 1.2 McCoy is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the McCoy (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

#### 2. SERVICES PROVIDED

- 2.1 The Client hereby agrees to engage McCoy to provide the following consulting services ("Services"):
  - · Tourism Development
  - · Tourism Promotion & Marketing
- 2.2 The Services will also include any other consulting tasks which the Parties may agree on in writing.

#### 3. TERM OF AGREEMENT

- 3.1 The term of this Agreement ("Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
- 3.2 In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days written notice to the other Party.
- 3.3 In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately.
- 3.4 This Agreement may be terminated at any time by written mutual agreement of the Parties.
- 3.5 Except as otherwise provided in this Agreement, the obligations of McCoy will end upon the termination of this Agreement.

#### 4. PERFORMANCE

4.1 The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

#### 5. CURRENCY

5.1 All monetary amounts referred to in this Agreement are in USD (US Dollars).

# 6. COMPENSATION

- 6.1 McCoy will charge the Client for the Services at the annual (yearly) rate of \$45,000.00 ("Compensation") for the first three fiscal years of this Agreement. After the first three years, the charged amount may vary by McCoy.
- 6.2 McCoy will invoice the Client for the Services at the rate of \$3,750.00 per month, preceding each calendar month.
- 6.3 Invoices submitted by McCoy to the Client are due according to the Local Government Prompt Payment Act.

#### 7. REIMBURSEMENT OF EXPENSES

- 7.1 McCoy will be reimbursed by Client for reasonable and necessary expenses incurred by McCoy in connection with providing the Services.
- 7.2 Pre-approval by Client is not required for expenses totaling \$200.00 or less in a calendar month.
- 7.3 McCoy will invoice Client for reimbursable expenses.
- 7.4 Invoices submitted by McCoy to Client are due according to the Local Government Prompt Payment Act.

# 8. INTEREST ON LATE PAYMENTS

8.1 Interest payable on any overdue amounts under this Agreement shall apply according to the Local Government Prompt Payment Act.

#### 9. CONFIDENTIALITY

- 9.1 Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
- 9.2 McCoy agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which McCoy has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
- 9.3 All written and oral information and material disclosed or provided by Client to McCoy under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to McCoy.

# 10. OWNERSHIP OF INTELLECTUAL PROPERTY

- 10.1 All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
- 10.2 McCoy may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client.
- 10.3 Client grants McCoy the rights to use any Intellectual Property for the limited purpose of showcasing work produced by McCoy.

#### 11. RETURN OF PROPERTY

11.1 Upon the expiration or termination of this Agreement, McCoy will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

# 12. RELATIONSHIP / INDEPENDENT CONTRACTOR / REPRESENTATIVE

- 12.1 In providing the Services under this Agreement it is expressly agreed that McCoy is acting as an independent contractor and not as an employee of Client. McCoy and Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for McCoy during the Term.
- 12.2 McCoy is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to McCoy under this Agreement.
- 12.3 Client grants McCoy the right to represent as an authorized agent/representative of the Client in order to perform work and services on behalf of the Client.
- 12.4 Client grants McCoy the right to use Client's logo, markings, branding, or other elements while performing tasks on behalf of Client.

#### 13. (REMOVED)

#### 14. AUTONOMY

14.1 Except as otherwise provided in this Agreement, McCoy will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. McCoy will work autonomously and not at the direction of the Client. However, McCoy will be responsive to the reasonable needs and concerns of the Client.

# 15. NO EXCLUSIVITY

15.1 The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

#### 16. INDEMNIFICATION

16.1 Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

#### 17. AGREEMENT MODIFICATIONS AND ADDENDUMS

- 17.1 Any amendment, modification, or Addendums of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing, signed by each Party or an authorized representative of each Party.
- 17.2 This Agreement includes all Addendums attached or added in writing, signed by each Party or an authorized representative of each Party

# 18. ENTIRE AGREEMENT

18.1 This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.



# 19. TITLES / HEADINGS

19.1 Headings within this Agreement are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

#### 20. GOVERNING LAW

20.1 This Agreement will be governed by and construed in accordance with the laws of State of Illinois, in the United States of America.

#### 21. SEVERABILITY

21.1 In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

#### 22. WAIVER

22.1 The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

#### 23. FORCE MAJEURE

23.1 Neither Party will be responsible for any failure or delay in performance caused by war, invasion, terrorist threats or acts, riots, civil unrest, embargo, natural disaster, national or regional emergency, or personal emergency.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 19th day of May, 2025.

City of Lincoln, Illinois	
SIGNATURE	(Seal)
PRINTED NAME	_
TITLE / OFFICE	
McCoyCORE USA LLC	
SIGNATURE	(Seal)
PRINTED NAME	- 22

**TO:** Mayor and City Council Members

FROM: Mayor Tracy Welch

**MEETING DATE:** May 13<sup>th</sup>, 2025

**RE:** Mayoral Reappointment of all Department Heads

# Background:

Mayoral Reappointment of:

Aaron Johnson – Fire Chief

Joe Meister - Police Chief

Walt Landers – Street Superintendent

Wes Woodhall – Building & Safety Officer

Council Recommendation: To be placed on Regular City Council meeting May 19th, 2025.

TO:

Mayor and Aldermen of the City of Lincoln

FROM:

Walt Landers, Street Superintendent

**MEETING** 

**DATE:** 

May 13, 2025

RE:

Purchase of a Newer Large Bucket Truck

#### Background

Our current large bucket truck Number 9 is a 2002 Chevrolet C7500. During its last inspection issues were found with the boom among other things, the cost of repairs well exceeds the value of the truck itself.

#### Analysis/Discussion

There was accommodation made in the 25/26 FY budget for the purchase of a newer used truck. I have been doing research for several months and searching for a newer truck and have found a few different promising outlets. I didn't want to get serious until funds were available.

I would like the council to give me the authority to spend up to the budgeted amount of \$120,000.00. This will prevent delays once I find a truck that best meets our needs and prevent it from being sold to someone else.

#### Fiscal Impact

An amount Not to exceed \$120,000.00 from Street Department Vehicles Line 70-3600-7860

# **COW** Recommendation

Approve the expenditure of a not to exceed the amount of \$120,000.00, for a new large bucket truck and place on the May 19<sup>th</sup> Regular City Council meeting agenda

#### Council Recommendation:

Approve the purchase of a newer large bucket truck with a expenditure of a not to exceed amount \$120,000.00,

# LINCOLN POLICE DEPARTMENT

CHIEF OF POLICE JOSEPH MEISTER



DEPUTY CHIEF OF POLICE MATTHEW COMSTOCK

To: City of Lincoln Mayor, Tracy Welch & City of Lincoln Council Members

From: Chief of Police, Joseph Meister

Meeting Date: May 13th, 2025

Re: Appointment of Kirstin Rawlins to the position of Assistant to the Chief of Police

Background

The Lincoln Police Department seeks to the permanent appointment of Assistant to the Chief of Police. The Assistant to the Chief serves the Police Department as the Administrative Division Secretary. The duties include assisting in budget management, purchasing, processing requests, reporting, grant management, scheduling and other tasks as assigned. This person also serves as a FOIA officer, NIBRS personnel and liaison to numerous outside agencies. This assistance in the Administrative Division allows for the Deputy Chief and Chief to provide the proper supervision for the other divisions of the Department.

# Analysis/Discussion

The position of Assistant to the Chief was left vacant beginning in March of 2025. Ms. Rawlins accepted the role and responsibility in the absence of my former Assistant, without the benefit of increased compensation. Since March, Ms. Rawlins has performed her duty as Records & Property Clerk, served in an acting capacity as Assistant to the Chief and Digital Forensic Analyst with a high degree of competency and skill. Ms. Rawlins has also completed her degree in digital forensic analysis, which qualifies her to conduct forensic analysis of phones and computers. This comes as a great asset to the Police Department, assisting in important investigations without having to outsource the work.

**Fiscal Impact** 

I presented a recommendation to the budget committee, in preparation to fill the Assistant to the Chief position, which the council approved, allocating \$48,000 in the appointed salaries line for appropriate compensation. It is my recommendation to compensate Ms. Rawlins retroactively, at the aforementioned rate, for her work in completing the assignments of Assistant to the Chief, Records & Property Clerk as well as Digital Forensic Analysis from the date of April 1st, 2025 through the time of her new appointment, if it is the council's desire to appoint her as recommended.

# LINCOLN POLICE DEPARTMENT

CHIEF OF POLICE JOSEPH MEISTER



DEPUTY CHIEF OF POLICE MATTHEW COMSTOCK

# **COW Recommendation**

Place on Council's May 19<sup>th</sup>, 2025 Voting Agenda to approve the appointment Evelynn Aiken to the position of Records & Property Clerk.

Sincerely & Respectfully,

Chief of Police, Joe Meister #85 Lincoln, Illinois Police Department

# LINCOLN POLICE DEPARTMENT

CHIEF OF POLICE JOSEPH MEISTER



DEPUTY CHIEF OF POLICE MATTHEW COMSTOCK

To: City of Lincoln Mayor, Tracy Welch & City of Lincoln Council Members

From: Chief of Police, Joseph Meister

Meeting Date: May 13th, 2025

Re: Appointment of Evelynn Aiken to the position of Records & Property Clerk

# Background

The Lincoln Police Department seeks to fill the position of Records and Property Clerk to fill the current vacancy in that position. The Records and Property Clerk serves the Police Department the front desk clerk, speaking with citizens who come into the lobby seeking Police services. This person also serves as a FOIA Officer, NIBRS entry personnel, offender registration clerk, liaison to the State and City Attorney's and the primary evidence and property custodian, among other tasks.

#### Analysis/Discussion

The position of Records and Property Clerk remains vacant. I have sought qualified applicants, and was lucky enough to receive interest from multiple individuals. After reviewing resumes, I conducted interviews with 3 of the top candidates. Ms. Aiken was found to be the best fit for the job. She is a Lincoln resident, with roots in our community, who has worked and attended school here. Her education and experience indicate her ability to successfully perform the duties of this position.

#### Fiscal Impact

I presented a recommendation to the budget committee, in preparation to fill the Records & Property Clerk position, which the council approved, allocating \$32,000 in the appointed salaries line as a starting salary. The position will come with a 6 month probationary period.

# **COW Recommendation**

Place on Council's May 19<sup>th</sup>, 2025 Voting Agenda to approve the appointment Evelynn Aiken to the position of Records & Property Clerk.

Sincerely & Respectfully,

Chief of Police, Joe Meister #85 Lincoln, Illinois Police Department

**TO:** Members of the City Council

FROM: Solar Committee

**DATE:** May 13, 2025

RE: 203 Madigan Dr., Ground Mount Solar Array

**Background:** Owners of the business located at the above noted address wish to construct a ground mount solar array on their property to supplement energy costs related to their operation.

<u>Analysis/Discussion:</u> The solar committee met on 5/7/25 to discuss the specifics of this project. Due to the location of the property, its proximity to no other properties (with regard to visual encroachment), the committee recommends the array be allowed as designed. The current design will provide a 12' fence surrounding the array with dark colored mesh cloth covering.

The difference in cost of the required 12' fence opposed to a standard 8' fence is roughly \$35,000.00. The 12' fence equates to about 20% of the overall project cost.

**COW Recommendation:** Place on Council agenda for discussion of recommendation.

**Fiscal Impact:** The allowance of this project will allow for the use of otherwise unused land while helping the energy costs of a long standing, well-established local business.

<u>Council Recommendation:</u> Approve staff recommendation of the allowance of this array as designed.



TO: Mayor and Council of the City of Lincoln

FROM: Peggy Bateman, City Clerk

**DATE:** May 13, 2025

RE: Lincoln Park District Fire Works Display Donation

**Analysis/Discussion**: Lincoln Park District hosts a Family Friendly Independence Day Celebration every year which is free to the community. The City of Lincoln has donated funds in the past to help offset the expense to the Park District.

This item has been budgeted for FY 25/26 under Special Projects & Events 02-3000-8605. This would be \$5,000.00 paid to American Patriot Pyro for Fire Works Display.

**COW Recommendation**: Approve the donation of Fire Works Display payable to American Patriot Pyro in the amount of \$5,000.00 using Special Projects & Events 02-3000-8605.



# CITY OF LINCOLN, ILLINOIS

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

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

To: Mayor and Aldermen of the City of Lincoln

From: Andrew Bowns, Wastewater Project Manager

Meeting Date: May 13, 2025

RE: Sludge/Grit/Waste Disposal

# Background

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

#### Analysis/Discussion:

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

#### Fiscal Impact:

This project should have a cost not to exceed \$160,000.00. This is the amount that was budgeted for in fiscal year 2025 - 2026.

# Council Recommendation:

Approve the waste disposal in an amount not to exceed \$160,000.00 to be expensed from "50-7200-7864 Capital Expense - Build and Grds".