CITY OF LINCOLN REGULAR CITY COUNCIL MEETING AGENDA OCTOBER 6, 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 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 September 9, 2025 Committee of the Whole Meeting, September 15, 2025 Regular City Council Meeting, September 23, 2025 Committee of the Whole Meeting.
- C. Approval of Request from Don & Jan Sielaff to close 10th Street between Union Street and Chestnut Street on Friday, October 31, 2025 from 4:00 p.m. until 8:00 p.m. for Halloween Night.

6. Ordinances and Resolutions

Ordinance to Amend Section 9-10-4 of the City Code restricting Semi-Trucks and trailers on certain city streets.

7. Bids

Approval of Construction of the De-Chlorination Addition at the Sewer Plant at a cost not to exceed \$437,664.00.

8. Reports

9. New Business/Communication

- A. Approval of Mayoral Proclamation 2025-521 Proclaiming September 17-23, 2025 as Constitution Week in the City of Lincoln.
- B. Appointment of an Additional Deputy Chief.
- C. Approval of Lease Agreement between Lincoln Economic Advancement & Development, Inc (LEAD) and the City of Lincoln for office space at 500 Broadway Street.
- D. Advise and Consent to the Mayoral Appointment of April Jensen to the Historic Preservation Commission.
- E. Advice and Consent to the Mayoral Appointment of Adam Wessbecher to the Historic Preservation Commission.

10. Announcement

- 11. Executive Session 2 C 5
- 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 cityclerk@lincolnil.gov no later than 48 hours prior to the meeting time.

COMMITTEE OF THE WHOLE MEETING

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

Tuesday, September 9, 2025

The Committee of the Whole Meeting of the City Council of Lincoln was called to order by Mayor Tracy Welch at 6:03p.m., with proper notice given. City Clerk Peggy Bateman called roll.

Present:

Alderman Steve Parrott, Ward 1 Alderman David Sanders, 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
Chuck Conzo, City Treasurer
Walt Landers, Streets Superintendent
Wes Woodhall, Building and Safety Officer
Ty Johnson, Fire Chief
Joe Meister, Police Chief
John Hoblit, City Attorney

Remote:

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

Absent:

Alderwoman Robin McClallen, Ward 1

Presiding:

Mayor Tracy Welch

The council held a moment of silence Juanita Josserand (previous City Clerk), Governor Edgar and Don Jordan.

Public Comment: Tony Grilo - Solar Farm and Solar employees

Funding Request – Community Pavilion 8th Street Park

ARPA funds in the amount of \$136,514, were already allocated for the Pavilion. Ms. Metelko applied for two grants to help with the remaining cost but was denied. Most of the engineering is complete. Ms. Metelko gave the council a packet that shows the total cost (\$380,000), design and placement of the pavilion in the park.

Treasurer Conzo shared with the council the options for financing the remaining \$250,000. He suggested that using a bank loan or debt certificate over a 3 or 4-year time. Due to interest rates, he

suggested waiting to close on a loan closer to when the project will be completed. He will bring back loan interest rates in the spring.

This item will be placed on the regular agenda.

Advise and Consent to the Mayoral Appointment of Katie Hanger to the Historic Preservation Commission.

This item will be placed on the regular agenda.

Curb and Sidewalk Replacement Project Bid Award

The bid opening took place on the 3rd. 4 bids were received. All 4 results are listed in the packet. Mr. Landers recommends going with the bid from Kinney Contractor's in the amount of \$250,406.40. This amount covers all targets listed in the bid requirements. Mr Landers asks that another \$75,000 to allow more targets to be added and some contingency.

This item will be placed on the regular agenda.

Proclamation National See Tracks? Think Train Week

Mayor Welch read the proclamation.

This item will be placed on the regular agenda.

#12 Sysco Drive - Solar Array Project

10-acre plot to the west of the Auto Auction on Sysco Dr. The Solar Array will cover 8 acres and will power a data center. The 280-page packet that Mr. Woodhall shared with the council covers the design.

This item will be placed on the regular agenda.

Letter of Credit from Heartland Bank for Ameren Illinois for the Installation of Security Cameras on electrical poles

This was a request from Ameren in order to install a camera in the downtown area for the Safety Initiative Program. Approx. \$197 will be paid annually for detachment fees. The request is to approve a \$500 letter of credit from Heartland Bank to show the ability to pay the annual fee. This item will be placed on the regular agenda.

Request to permit: Abraham Lincoln National Railsplitting Festival September 19th, 20th and 21st. This item will be placed on the consent agenda.

item added by Mayor Welch

Request to permit: Street closure on Saturday, September, 20th from 5pm-11pm on Broadway St, between Chicago St to the Alley a street party.

This item will be placed on the consent agenda.

Potential Annexation of Farm Land into the City of Lincoln to expand the Keystone Solar Project.

Keystone is looking to expand the Community Solar Project onto a neighboring property not owned by the City. This is a voluntary annexation and the property will be leased not purchased. Mr. Hoblit would like the description for where the panels will be placed before the council votes.

This will be brought back to the next COW and voted on at the October 6th meeting.

Announcements:

- Touch a Truck event this weekend at Scully Park from 9-1.
- A flyer will be shared regarding assistance for Ameren bills
- Sewer repair will begin tomorrow in the 1000 block of Delavan Street.

Adjournment:

There being no further discussion to come before the City Council of Lincoln, Alderwoman O'Donoghue motioned to adjourn, seconded by Alderman Clemons. All were in favor. Mayor Welch adjourned the meeting at 6:52 p.m.

Respectfully Submitted By:

Charity Hutchison, Recording Secretary

REGULAR CITY COUNCIL MEETING

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

Monday, September 15, 2025

The Regular Meeting of the City Council of Lincoln was called to order by Mayor Welch at 6:01pm, 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 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
Chuck Conzo, City Treasurer
Wes Woodhall, Building and Safety Officer

Remote:

John Hoblit, City Attorney

Absent:

Ty Johnson, Fire Chief Andrew Bowns, Veolia Water, Project Manager Scott McCoy, Director of City Tourism

Presiding:

Tracy Welch, Mayor

The council held a moment of silence for the passing of Governor Jim Edgar and local resident Justin Dammerman.

Public Comment:

There was no one present for public participation.

Consent Agenda by Omnibus Vote:

A. Payment of Bills

B. Approval of minutes August 18, 2025 Regular City Council Meeting, August 26, 2025 Committee of the Whole Meeting, September 2, 2025 Committee of the Whole Meeting.

C. Approval of request from the Logan Railsplitting Association to permit the closing of various city streets and to use six (6) picnic tables from 8am on Friday, September 19, 2025 until 8:00pm on Sunday, September 21, 2025 for the National Railsplitting festival.

D. Approval of request from the Foxhole Pub to permit the closing of Broadway Street from Chicago Street to the Alley on Saturday, September 20, 2025 from 5:00pm until 11:00pm for an outdoor event.

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

Yeas: (8) Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Rhonda O'Donoghue, Alderman Dennis Clemons, Alderman Kevin Bateman, Alderwoman Robin McClellan, Alderman Stan Anderson, Alderman David Sanders

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

Bids:

A. Approval of bid from Kinney Contractors for the Curb & Sidewalk Replacement Project award at a cost not to exceed \$350,000.00.

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

Yeas: (8) Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Rhonda O'Donoghue, Alderman Dennis Clemons, Alderman Kevin Bateman, Alderman Stan Anderson, Alderwoman Robin McClellan, Alderman David Sanders

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

Reports:

A. City Treasurer's Report for August, 2025

General Fund – down \$80,000 from last month, which was down from the month before Income Tax – down from previous month
Sales Tax – up from last month
Non-home rule Sales Tax – up \$31,000
Replacement Tax – down \$145,000
Motor Fuel Sales Tax – up \$13,000 from a year ago
Video Gaming - \$6,000 ahead from a year ago

B. City Clerk's Report for August, 2025

\$220,192.58 was received for the month of August 2025. \$17,906.30 was received from both prisons.

C. Department Head Report for August, 2025

These are either on file or will be shortly.

New Business/Communications:

A. Approval of the use of the ARPA funds loan proceeds for the construction of a Community Pavilion.

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

Yeas: (8) Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Rhonda O'Donoghue, Alderman Dennis Clemons, Alderman Kevin Bateman, Alderman Stan Anderson, Alderwoman Robin McClellan, Alderman David Sanders

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

B. Advise and Consent to the Mayoral Appointment of Katie Hanger to the Historic Preservation Commission.

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

Yeas: (8) Alderman Steve Parrott, Alderwoman Rhonda O'Donoghue, Alderman Dennis Clemons, Alderman Stan Anderson, Alderwoman Robin McClellan, Alderman Kevin Bateman, Alderman Sam Downs, Alderman David Sanders

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

C. Approval of Mayoral Proclamation 2025-520 proclaiming the week of September 15 – 21, 2025 as National See Tracks/Think Train Week.

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

Yeas: (8) Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Rhonda O'Donoghue, Alderman Dennis Clemons, Alderman Kevin Bateman, Alderman Stan Anderson, Alderwoman Robin McClellan, Alderman David Sanders

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

D. Approval of construction of a Solar Array Project at #12 Sysco Drive.

Alderman Anderson made the motion to approve, Alderman Downs seconded. Mayor Welch called for discussion.

Alderman Sanders asked the project manager what kind of steps they would be willing to take for noise reduction due to bitcoin mining. The project manager said the pushed the building off the road about 170 feet and will surround it with vegetation.

There being no other discussion, there being none, City Clerk Bateman called roll.

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

Nays: (0)

Abstain: (1) Alderman Kevin Bateman

Absent: (0)

E. Approval of Request for Letter of Credit from Heartland Bank for Ameren Illinois for the Installation of Security Cameras on electrical poles in an amount not to exceed \$500.00. Alderwoman McClellan made the motion to approve, Alderman Bateman seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called roll.

Yeas: (8) Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Rhonda O'Donoghue, Alderman Dennis Clemons, Alderman Kevin Bateman, Alderman Stan Anderson, Alderwoman Robin McClellan, Alderman David Sanders

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

Announcements:

- Touch a Truck event was great success
- FC Soccer Club had 109 teams this year in town.
- 2025 Oil and Chip will begin on Wednesday 9/17
- Gold Star bicyclist group will be at the Depot on Tuesday, Sept 23rd at approx. 9:52am
- Logan County Railsplitter Festival is this weekend; 9/20-9/21
- Homecoming Parade is Friday, 9/19 at 2:30pm

Adjournment:

There being no further discussion to come before the City Council of Lincoln, Alderman Downs motioned to adjourn, seconded by Alderman Parrott. Mayor Welch adjourned the meeting at 6:25 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, September 23, 2025

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

Present:

Alderman Steve Parrott, Ward 1
Alderman David Sanders, 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
Chuck Conzo, City Treasurer
Walt Landers, Streets Superintendent
Wes Woodhall, Building and Safety Officer
Ty Johnson, Fire Chief
Joe Meister, Police Chief
John Hoblit, City Attorney
Andrew Bowns, Veolia Water, Project Manager
Scott McCoy, Director of Tourism

Absent:

Alderwoman Robin McClallen, Ward 1

Presiding:

Mayor Tracy Welch

Public Comment:

There is no one present for public comment.

De-Chlorination addition at the Sewer Plant

Mr. Bowns shared that a new requirement for the EPA permit renewal is to de-chlorinate the water before it is dumped into Salt Creek. This will add a new chemical building at the plant and two lines that tie into the discharge line that runs down to Salt Creek. Sodium Bisulfite will be injected to remove the bleach. Grunloh Buildings was the lowest bidder, out of five, for the chemical building. This is a budgeted item and total cost for construction and engineering is \$437,664.00. This item will be placed on the regular agenda.

Proclamation - Constitution Week September 17-23, 2025

This item will be placed on the regular agenda.

Request to Permit: Close 10th Street between Union & Chestnut for Halloween Friday, October 31, 2025.

This item will be placed on the consent agenda.

Updates to Code 9-10-4 Semi Trucks and Trailers prohibited on certain streets

Mr. Landers stated that citizens have voiced concerns of semi-trucks driving on N Union, from Lincoln Parkway to Woodlawn, and the damage that could be done to the newly resurfaced road.

In the packet, Mr. Landers added the streets that will be added to be restricted of semi-truck and trailer use. This is just for pass through purposes not deliveries. Signage will be installed to the newly added streets.

This item will be placed on the regular agenda.

Lease agreement between City of Lincoln and Lincoln Economic Advancement & Development Inc. (LEAD) 500 Broadway Street.

Mayor Welch asked the council to consider the lease agreement between the City of Lincoln and LEAD. He asked that there be a change to the agreement to waive the \$150/month rent since all of the work LEAD does is for the benefit of the City. LEAD essentially operates as the City's Chamber of Commerce. The internet fee will also be absorbed through the city.

This item will be placed on the regular agenda.

Discussion of creation of agreement for rental use for events at Depot 101 N. Chicago Street.Alderman Bateman suggested the building only be rented for adult only parties due to the historical items in the building.

Alderman Parrott suggested that cameras be installed inside the building.

Mayor Welch asked the council if they were in agreement to move forward with this, no one objected.

Mr. Hoblit and Mayor Welch will work together on the agreement and bring it back to the next COW.

Appointment of an Additional Deputy Chief

Chief Meister shared his reasons for this request. He stated that most departments have 2 Deputy Chiefs if more than 20 employees are on staff. There are currently 28 officers.

He went over the duties that the additional Deputy Chief would handle. He shared that there has been a \$8-10,000 savings over the last few years from not promoting someone to the last sergeant position. He will promote a sergeant from within the department to this new position and will not be hiring anyone to replace the vacancy that leaves.

This item will be placed on the regular agenda.

Potential annexation of farmland into the City of Lincoln to expand the Keystone Solar Project. Discussions are still being done. A survey still needs to be completed of where they want to put the panels for the legal description for the agreement. This item will be brought back to a later COW.

Mayor Welch added an item to the agenda.

Advise and consent to the Mayoral Appointment of April Jenson and Adam Westbecher to the Historic Preservation Commission.

This this item will be placed on the regular agenda separately.

Announcements:

- Ribbon Cut on Saturday 9/27 at 10am at the David W. Schroder Community Garden.
- Movie Night in the Park on Friday, 9/26 at the 8th Street Park at 7pm.
- Walt for Recovery at Scully Park this Saturday from noon-3pm.

Adjournment:

There being no further discussion to come before the City Council of Lincoln, Alderman Parrott motioned to adjourn, seconded by Alderwoman O'Donoghue. All were in favor. Mayor Welch adjourned the meeting at 7:11 p.m.

Respectfully Submitted By: Charity Hutchison, Recording Secretary

THE CITY OF LINCOLN

Date Received

9/18/25

THE CITY OF LINCOLN	Date Received Cin.
REQUEST TO PERMIT EVENT Must Have Counce Date(s) of Event: A counce Please describe below your request for use of City	WITH STREET CLOSURE City Clerks Cincoln, Illinois SEP 1810 To the Event! 2025
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Please describe below your request for use of city	vente vendere exhibitore and units etc.)
Description of Event (including participating merch Close 10 th St Between For Hallowe and Wight.	UN; IN 2 Chestart Sty for safety
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Location of Event Property: (Address Utilized Space) Items occupying street space utilized: Date(s) and time(s) for usage of Property: Are licenses needed, if yes, please attach. YES	18131125 4-8 pm.
Street Closures and Parking Street(s) will be close	d (Please attach map or sketch of all closures.)
f closed, which streets and blocks?	a bore
Closed froma.m.(p.m. until	a.m./p.m.) (circle a.m. or p.m.)
f different times on different days, please specify	g lot? Specify,
Certificate of Insurance Liability for event must be	attached to request before approval.
Business/Organization/Sponsor Name: Contact Name: Down Son Sieloff Address: Susiness:	Email:
Police Department: Asyn H. Meister Peire Department: Street Department: Will January	Mayor:Nays Vote: Council ApprovalYeahsNays Date:
f different times on different days, please specify. Does this street normally have access to a permitted parking Certificate of Insurance Liability for event must be Business/Organization/Sponsor Name: Contact Name: Contact Name: Chone: Business: Chone: Business: Colice Department: Colice Depart	g lot? Specify,

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.

Don Sielaff 217 737-3210



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed.

lf : thi	SUBROGATION IS WAIVED, subject s certificate does not confer rights to	to the	ne ter certif	ms and conditions of the ficate holder in lieu of su	ch end	orsement(s).		rodune an end	. J. JOHNSH	., ,,	
PRODUCER			NAME: Kyle Przykopanski								
Moriearty Insurance Services			PHONE (A/C, No, Ext): (217) 732-7341 FAX (A/C, No): (217) 732-9340								
617 KEOKUK ST			E-MAIL ADDRESS: kyle@dpcminsurance.com								
						DING COVERAGE			NAIC#		
LIN	COLN			IL 62656-2173	INSURE	RA: Auto Ov	vners Insuran	ce Company			
INSUE	RED				INSURE	RB:					
	Janice & Don Sielaff				INSURE	RC:					
	145 10th St				INSURE	RD:					
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	Lincoln			IL 62656-1559	INSURER F:						
COV	/ERAGES CER	TIFIC	CATE	NUMBER:				REVISION NUI		115 00	LIOY DEBIOD
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	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - PC			2000
А	Personal Liability			44 674 303 00		09/18/2025	09/18/2026	Each Occurre	ence	500	000,0
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Proof of personal liability for the residence located at 145 10th St, Lincoln, IL 62656											
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700 Broadway St			Lindray Blolle								
Lincoln IL 62656				0	xwa	age	JUVELL				
		_	_		-	@ 40	100 2015 AC	ORD CORPOR	ATION	All ric	hts reserved.

ORDINANCE NO.

AN ORDINANCE AMENDING 9-10-4 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 its code driving restrictions
on streets prohibiting a semitruck and trailer to drive on them; and
WHEREAS, the CITY COUNCIL of the CITY OF LINCOLN believes it is in the
best interests of the citizens of Lincoln that 9-10-4 of the Lincoln City Code be amended
to add additional streets that semi truck and trailers cannot drive upon;
NOW, THEREFORE, IT IS HEREBY ORDAINED by the CITY COUNCIL OF
THE CITY OF LINCOLN, as follows:
1. That Title 9 Chapter 10 Part 4 of the Lincoln City Code is hereby amended
to add additional prohibited streets. (See Exhibit A).
2. Effective Date. That this Ordinance is effective immediately upon its
passage.
The vote on the adoption of this Ordinance was as follows:
Alderman Parrott Alderwoman McClallen
Alderman Clemmons Alderman Bateman
Alderwoman O'Donoghue Alderman Anderson
Alderman Downs Alderman Sanders
Ayes:
Nays:
Abstain:
Absent:

Passe	ed and approved this day o	f	, 2025.
		CITY	Y OF LINCOLN,
		BY:	Tracy Welch, Mayor City of Lincoln, Logan County, Illinois
ATTEST:	City Clerk, City of Lincoln, Logan County, Illinois		_(SEAL)

EXHIBIT A

§ 9-10-4 Semitruck And Trailers Prohibited On Certain Streets. [IR [Ord. 319, 11-19-1990; amended Ord. 427, 1-6-1997; Ord. 470, 5-4-1998; Ord. 578, 11-3-2003; Ord. 603, 10-4-2004; Ord. 656, 9-17-2007; Ord. 713, 7-6-2010]

(A) Driving Restrictions: It shall be unlawful for any semitruck and trailer, except for the purpose of making a delivery, to drive on any of the following streets in the City, and the Chief of Police or any person designated by him, shall post or cause to be posted suitable signs in this regard forthwith:

Location

Ball Drive

Bidwell, Harrison, Rutledge and Richland

Galena, Davenport, and Burlington Streets between Logan and North Sangamon Streets

Logan Street north of Ophir

Kankakee Street north of Keokuk Street

Nicholson Road from Lincoln Parkway to Ottawa Street

Ottawa Street from Nicholson Road to Keokuk Street

North Sangamon Street north of Keokuk Street

North Sangamon Street, the 700, 800, or 900 block

Omaha, Denver, Ophir and Yosemite west of Logan Street

Pulaski Street between LaDue and Route 121: No Semitruck and/or trailer with a load in excess of eight tons except for making a delivery within those designated blocks of Pulaski Street

Jefferson Street from Lincoln Parkway to Woodlawn Road Union Street from Lincoln Parkway to Woodlawn Road

Wyatt Avenue

(B) Truck Parking In Residential Areas; Definitions: Motor vehicles hereinafter defined in the category of heavy trucks shall not be parked at any time within a residential area of the City, except for temporary parking as required to load and unload cargo.

HEAVY TRUCK

For the purpose of the parking limitation in this subsection, a "heavy truck" is defined as any vehicle having more than two axles or any vehicles having a gross weight of more than 10,000 pounds.

RESIDENTIAL AREA

For the purpose of this subsection, streets so restricted shall be those streets that are contained entirely within the area of the City zoned and classified as R-1, R-2, and R-3 of Title 11 of this Code.

- Penalty: Any person, firm or corporation violating this section shall be fined not **(C)** less than \$75 nor more than \$500 for each offense, and for any subsequent violation within one year, the mandatory minimum fine shall be \$150. See also Section <u>9-5-20</u> of this title.
- [1]



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: September 23, 2025

RE: De-Chlorination Addition at the Sewer Plant

Background

The sewer plant's operating permit was renewed in January 2025. The new permit added an additional requirement to de-chlorinate the disinfected water being discharged into Salt Creek. This has never been a permit requirement in Lincoln before.

Analysis/Discussion:

The bid opening to install the equipment happened on 9/10/25. There were 5 bids submitted. The lowest bidder, Grunloh Buildings, was the only bidder to come in under the engineering estimate. The bid received by Grunloh Buildings was for \$397,664.00. The construction engineering services by CMT will be an additional \$40,000.00. The total between these two, for this project not including any change orders, will be \$437,664.00. Both of these were budgeted for in this fiscal year.

The project will put a new chemical containment building at the plant that will house Sodium Bi-Sulfite(SBS) to be injected post disinfection of the treated water leaving the plant; which will de-chlorinate the treated stream.

Fiscal Impact:

Expense \$40,000.00 from the "50-7200-5230 Engineer Contract" line item and \$397,664.00 from the "50-7400-7850Capital Expense - Sewer Const". This project was budgeted for and the budget will support it.

COW Recommendation:

Place "De-Chlorination Addition at the Sewer Plant" on the October 6th voting session in an amount not to exceed \$437,664.00.

Council Recommendation:

Approve "De-Chlorination Addition at the Sewer Plant" to remain in compliance with the Sewer Permit in an amount not to exceed \$437,664.00.

CITY COUNCIL

BID TABULATION

DATE & TIME: September 10, 2025 @ 2pm

LOCATION: Lincoln City Hall

PROJECT NAME: Dechlorination Addition

BIDDER	ADDENDA	BID	LUMP SUM
	ACKNOWLEDGED	BOND	BASE BID
Korte & Luitjohan	Yes	10%	\$414,530.00
Henson Robinson	Yes	10%	\$448,053.00
Plocher Construction Co.	Yes	10%	\$457,878.00
Grunhoh	Yes	10%	\$397,664.00
Leander Construction	Yes	10%	\$514,900.00
		10%	
		10%	

CMT Estimate	-	



Proclamation 2025-521 CONSTITUTION WEEK SEPTEMBER 17-23, 2025

WHEREAS, the Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to the rule of law; and

WHEREAS, September 17, 2025, marks the two hundred and thirty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through the 23rd as Constitution Week,

NOW, THEREFORE, I, Tracy L. Welch, Mayor of the City of Lincoln, Illinois, do hereby proclaim September 17-23, 2025, as CONSTITUTION WEEK in the City of Lincoln and ask our citizens to affirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties remembering that lost rights may never be regained.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lincoln, Illinois to be affixed this 15th day of September 2025.

Tracy L. Welch Mayor

Tracy L. Welch

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: September 23rd, 2025

Re: Appointment of an Additional Deputy Chief

Background

As the Lincoln Police Department has grown and changed over the past decade, many new requirements and responsibilities have developed. Through my research with our longest serving Officers, the desire to appoint an additional Deputy Chief began as early as the Chief Erlenbush/Deputy Chief Geriets Administration. This discussion has continued through former Chief's Adams and Vlahovich's leadership. Although the need for this position was known, it has yet to come to fruition.

The responsibilities of Deputy Chief are a daunting task to keep up with. Looking back 15-20 years, this may not have been the case. In 2018, our police station grew from 1500 to 15,000 square feet. The building must be constantly maintained and managed in order to keep it in good operating condition. Within the building we possess more equipment than ever before; a minimum of 17 computer work stations, numerous laptops, security equipment, fire prevention and suppression equipment, evidence processing and packaging equipment, countless tools and police specific gear is contained within our station.

Our fleet has grown from maybe 10 cars to nearly 30. Beginning my career in law enforcement 19 years ago, the amount of equipment used to do our job has more than tripled. Squad cars have gone from basically being a civilian vehicle with a wire cage, shotgun and flashlight mounted inside, to a high tech mobile office. Each vehicle contains specialized equipment; computers, cameras, body cameras and microphones, GPS tracking devices, etc that all must be maintained. Training requirements set forth by the State have grown exponentially and must be tracked and managed as well.

The Deputy Chief is tasked with building, equipment and fleet maintenance. We also spearhead Department projects, conduct investigations of complaints and internal investigations, lead and supervise the Patrol Division and School Resource Officers, (and in some, or most, cases the Criminal Investigations Division) as well as purchasing necessary equipment and scheduling staff and training. Assisting in budget preparation, contract negotiations and other City business is also among some of what a Deputy Chief does. These are not the only tasks of a Deputy Chief, but are a representative sample of the day to day workload.

CHIEF OF POLICE JOSEPH MEISTER



DEPUTY CHIEF OF POLICE MATTHEW COMSTOCK

Analysis/Discussion

Many Police Departments our size, and even smaller, employ more than one Administrative Officer. Examples of this can be seen at the Jacksonville Police Department, Rantoul Police Department, Canton Police Department, Washington Police Department, Rock Falls Police Department and even the Logan County Sheriff's Office. Each of these Departments employ at least two Deputy Chief's, or other administratively ranked Officers, as well as many of them employing between 4 and 8 civilian staff members.

The reason why additional Deputy Chiefs are employed is to share the workload in order to pay sufficient attention to important matters. In order to run a Police Department with 31 employees the right way, we need to have the appropriate amount of staff to supervise them. For every hour spent completing administrative tasks, an hour of supervision and leadership is taken from the operational side of our Department. Vice versa, when I spend time supervising the Patrol or Criminal Investigations Division, hours of important administrative work are lost.

Both Operations and Administrative work are critically important to the Department. One cannot exist without the other. Neither can be done the best way possible if they are done by one person, at the same time. My recommendation is to approve the creation of a second Deputy Chief position to alleviate this problem. My vision is that one Deputy Chief would be responsible for Operations and the other, Administration. This model is what the other Departments mentioned above use and will allow for sufficient attention to be directed toward each subject, ultimately making a better Police Department.

The Department is now prioritizing community policing efforts and programs. Examples of such are the D.A.R.E. program, School Resource Division, community policing officer position(s) and TASC deflection initiative. The Deputy Chief of Administration would be responsible for overseeing and supervising these programs and efforts, leaving the Operations Deputy Chief available to focus on Patrol and Criminal Investigations divisions.

The question at hand always comes down to money. Do we have the funds to support hiring an additional Officer to support the position of another Deputy Chief? The Lincoln Police Department allows for up to five Sergeants, not including a Detective/Sergeant if he or she was already a Sergeant when appointed to Detective. Two Detective's positions are permanently created within the same City Code, creating the ability to employ a total of 6 Sergeants.

CHIEF OF POLICE JOSEPH MEISTER



DEPUTY CHIEF OF POLICE MATTHEW COMSTOCK

Historically, the Detective positions were both filled by a Sergeant. I do not believe this is the appropriate way to staff the Investigations Division for several reasons. Upon the retirement of Jim Rehmann in August of 2021, a Detective/Sergeant at the time, this Division has been overseen by only one Sergeant. This is the way I believe it will be best to continue. It is also the first time in Lincoln PD history (that I can find or even think of) that the Department has had less than 6 Sergeants.

Currently, Lincoln PD has 5 Sergeants on staff. If we were to promote another Sergeant, as we have historically, we would be paying two Sergeants to do the job of one. The Investigations Division consists of only 4 positions when fully staffed, which includes the Sergeant. Each patrol shift has only 5 personnel, which includes the Sergeant that oversees that shift. An additional Sergeant overseeing the Investigations Division was, and would continue to be, wasteful.

My proposal is, that instead promoting a 6th Sergeant, we utilize the money we have saved since 2021 (after the retirement of Sergeant Rehmann), and what we would be spending wastefully for an additional Sergeant in the Investigations Division, to supplement the funds needed for the addition of a 2nd Deputy Chief. The elimination of the 2nd Sergeant in the Investigations Division saves the City approximately \$18,045 annually.

The obvious hurdle is that, unless the person who is selected from the rank and file is replaced, we would be robbing Peter to pay Paul. A Deputy Chief must be promoted from within the Department. Whoever would be selected for that position would leave a vacancy somewhere else.

Traditionally, the Investigations Division consisted of 2 Detectives and 1 Narcotics Task Force Officer. Several years ago, Chief Adams created a 4th position within the Investigations Division. Currently, the 4th position remains unassigned. This vacancy can be filled by returning to a staff of 3 in the Investigations Division, instead of 4, ultimately increasing the amount of uniformed Officers on most days.

Fiscal Impact

The Lincoln Police Department has not been at full capacity since August 31st, 2021. This has saved a significant amount of money in the Police Department salaries line, due to many of those vacancies not being filled for an extended period of time

A Deputy Chief candidate would be selected from our existing experienced staff, and would require a raise in salary for that employee. That cost could vary, depending on what employee is appointed to the newly created position. By utilizing the funds that

CHIEF OF POLICE JOSEPH MEISTER



DEPUTY CHIEF OF POLICE MATTHEW COMSTOCK

have been saved, shown in the attached rank/salary comparison, we could support the position. The expected financial impact of sourcing the additional Deputy Chief position from the second Sergeant/Detective position in the Investigations Division has and will continue to absorb the majority of the cost associated with creating a new position.

With the objective of creating an Operations Deputy Chief position, the City benefits in several ways. A more efficient Police Department with adequate supervision is the obvious benefit. An additional uniformed Police Supervisor, on the street with the rank and file as well as the ability to cut overtime costs associated with minimum staffing requirements is an additional benefit. Also, an Administrative Officer who is constantly in touch with what is going on out on the street, no matter the severity of the issue, is beneficial for sharing knowledge with the Chief and City Council.

I understand the importance of proper utilization of tax payer funds. I believe that the use of those funds in our salaries budget is a responsible and appropriate use, and a small price to pay for a better and more efficient Police Department that is ran the right way. Please review the attached Fiscal Impact Breakdown for further details.

COW Recommendation

Place on Council's Voting Agenda to approve the appointment of a second Deputy Chief of Police.

Sincerely & Respectfully,

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

CHIEF OF POLICE JOSEPH MEISTER



DEPUTY CHIEF OF POLICE MATTHEW COMSTOCK

FISCAL IMPACT BREAKDOWN

Current Salary Compensation

Deputy Chief Salary = 105,017

Average Sergeant Salary = 93,838

Average Corporal Salary = 83,311

Average Patrolman Salary = 74,076

Average Difference DC / Sgt = 11,179

Average Difference Sgt / Cpl = 10,527

Average Difference Cpl / Ptrl = 9,235

By eliminating the 6th Sergeant position, the City has saved an average of \$8,607-10,527 annually since 2021. This does not include the additional 5% a Sergeant Detective receives for on call pay, which currently equates to \$3,759, for a total of \$14,286. It also does not include the cost of promoting a Corporal from Patrolman to fill the vacancy created by the promotion to Sergeant, which is also a cost of \$3,759, increasing the overall savings to \$18,045.

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 O
LINCOLN, an Illinois municipal corporation located in Logan County, Illinois, hereinafte
referred to as "Lessor", and Lincoln Economic Advancement and Development (LEAD), a
Illinois corporation with its principal office, Lincoln, Illino
62656, hereinafter referred to as "Lessee".
<u>I.</u> <u>RECITALS AND REPRESENTATIONS:</u>
A. Lessor holds record title to certain improved real estate, a portion of which i
commonly known as 500 Broadway Street, Lincoln, Logan County, Illinois, which real estate i legally described as:
Legal To Follow
B. Lesse desires to lease the improvements on the Property for the Permitted Use fo
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 quie 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 of one office within the building along with access to the conference room.
01.02 <u>Term</u>
The Term shall commence upon, 2025, (herein
eferred to as Effective Date), and the first Lease Month shall commence the, 2025.

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 Initial Term.

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 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: Tracey 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. <u>Hazardous Materials</u>: 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 tourism office from the Improvements located on the real estate 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	, 2025.
"Event of Default" means the breach of t	he provisions hereof by either party.
"Execution Date" means the date this do	cument is executed by the parties hereto.
"Improvements" means all structures lo Paragraph A, Lincoln, Illinois.	ocated on the real estate described in Article I,
"Initial Term" means the period commen	cing, 2025, and

"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.

ending ______, 2026.

"Permitted Use" means the operation of a tourism 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 ______,

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"Utilities" means, collectively, all electricity, gas, heat, water, 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:	Lessee:			
CITY OF LINCOLN, ILLINOIS	LEAD			
BY:	BY:			
Tracy Welch	Andrea Runge			
Mayor	Its President			
Dated, 2025				