

**CITY OF LINCOLN**  
**COMMITTEE OF THE WHOLE MEETING**  
**AGENDA**  
**JANUARY 23, 2024**  
**CITY HALL COUNCIL CHAMBERS**  
**7:00PM**

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Public Participation**
- 4. Alice Roate – Logan County Tourism Bureau 4<sup>th</sup> Quarter Report**
- 5. 2024 Cross Farm Lease.**
- 6. Proposed bid for the purchase of 112, 114 and 116 S. Chicago Street, Ordinance Authorizing the Sale Of Real Estate.**
- 7. Proposal to change start time of City Council Meetings from 7:00 PM to 6:00 PM**
- 8. Economic Development Commission Grant Approvals:**
  - Structural Grants- GK Browne Electric LLC 228 S. Chicago Street – Replace Exterior Door and Windows \$7,500.00.**
  - Integrity Holdings LLC 129 S. Kickapoo Street- Roof Replacement \$7,500.00.**
  - AMCE 007 LLC 401 Broadway – Roof Repairs \$7,500.00.**
  
  - Façade Grants:**
    - GK Browne Electric LLC 228 S. Chicago Street – Power Wash, Paint & Trim \$5,223.00.**
    - Steve Browne 220 S. Chicago Street – Pressure Wash & Paint \$3,900.00.**
- 9. Announcements**
- 10. Possible Executive Session**
- 11. Adjournment**
- 12. Upcoming Meetings:** City Council Meeting: Monday, February 5, 2024 at 7:00 PM  
Committee of the Whole Meeting: Tuesday, February 13, 2024 at 7:00 PM



101 N. Chicago St. Lincoln, IL 62656 / 217.732.8687 / www.destinationlogancountyil.com

## Logan County Tourism Bureau 2023 4<sup>th</sup> Quarter Report

### Board of Directors

President: Melanie Blankenship	Tracy Welch- ( <i>ex officio</i> )
Vice President: Gail Sasse	Emily Davenport
Treasurer: Neal Patel	Jim Wessbecher
Secretary: Molly Pickering	Steve Parrott
	Sam Downs
	Olivia Partlow
	Rick Hoefle
	Stacie Wachtel
	Ron Keller

- **Financials**
  - Hotel/Motel Tax Income (95%) 10/2023, 11/2023 & 12/2023- **\$55,101.74**
  - Hotel/Motel Tax 2023 Quarter 3 revenue is **up 9%** compared to 2022 Quarter 3 revenue.
- **Grants Received**
  - Illinois Department of Commerce & Economic Opportunity LCTB Grant July 2023 – June 2024 - **\$39,779.00**
  - Illinois Department of Commerce & Economic Opportunity LCTB Grant **Round 2 Funding** July 2023 – June 2024 - **\$7,684.00**
- **Advertising Efforts**
  - **Digital Marketing continued for July 2023 – June 2024** – Pre-roll, CTV, YouTube, Facebook, Streaming Audio, WMBD/WYZZ News Rotator.
  - **The Depot and The Mill are official stops in the Route 66 Passport-** (<https://www.route66navigation.com/passport>). We had **119** people with Tourism related inquiries (via in person/phone/web) at the Depot and **23** of those were visitors with Route 66 Passports.
- **The Mill Museum**
  - The Mill is closed for the season and will reopen in April. The museum can be visited during the winter by appointment only.

Financials attached – Account Balances as of December 31, 2023

# Logan County Tourism Bureau

## Balance Report

As of December 31, 2023

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
10000 Savings	89,547.37
10001 Main Checking	85,348.47
10002 Lincoln Initiative Checking	4,067.69
10003 The Mill Checking	17,720.50
10004 Balloons Over 66 Checking	0.00
<b>Total Bank Accounts</b>	<b>\$196,684.03</b>
Other Current Assets	
12000 Petty Cash (Depot)	50.00
12001 Petty Cash (Mill)	310.00
150001 Inventory- Mill & Depot	5,526.82
<b>Total Other Current Assets</b>	<b>\$5,886.82</b>
<b>Total Current Assets</b>	<b>\$202,570.85</b>
<b>TOTAL ASSETS</b>	<b>\$202,570.85</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
20000 Payroll Liabilities	
20001 FWT FICA Medicare Payable	17,192.52
20002 SWT Payable	3,940.78
<b>Total 20000 Payroll Liabilities</b>	<b>21,133.30</b>
<b>Total Other Current Liabilities</b>	<b>\$21,133.30</b>
<b>Total Current Liabilities</b>	<b>\$21,133.30</b>
<b>Total Liabilities</b>	<b>\$21,133.30</b>
Equity	
30000 Opening Balance Equity	215,588.95
31000 Net Assets	5,526.82
Net Revenue	-39,678.22
<b>Total Equity</b>	<b>\$181,437.55</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$202,570.85</b>

# Illinois Cash Farm Lease

**To use this lease form:** Complete two identical copies – one for the Lessor (Landowner) and one for the Lessee (Tenant). Cross out any provisions that are not to become a part of the contract and add any additional provisions that are desired. If preparing the lease manually, use ink or typewriter; however, the web-based lease form can be filled in on-line before printing. This lease form is available on the farmdoc website at <[http://www.farmdoc.uiuc.edu/legal/farm\\_lease\\_forms\\_abs.html](http://www.farmdoc.uiuc.edu/legal/farm_lease_forms_abs.html)>. Additional leasing information can be found in the Leasing Fact Sheets prepared by University of Illinois Farm Business Management Educators located at <[http://www.farmdoc.uiuc.edu/manage/leasing\\_fact\\_sheets.html](http://www.farmdoc.uiuc.edu/manage/leasing_fact_sheets.html)>. Note: A lease creates and alters legal rights; thus, Landowners and Tenants may want to discuss specific lease provisions with their respective legal advisors.

**Date and names of parties.** This lease is entered into on March 1, 2024, between:

Lessor(s) (Insert Landowner's exact name): CITY OF LINCOLN, Logan County, Illinois, an Illinois Municipal Corporation

whose mailing address is Attn: City Clerk's Office, 700 Broadway Street, Lincoln, Illinois 62656,

and

Lessee(s) (Insert Tenant's exact name): KENT CROSS

whose mailing address is 2658 500th Avenue, Emden, Illinois 62635

and whose Social Security Number or Employer Identification Number is \_\_\_\_\_

The parties to this lease agree to the following provisions.

## Section 1. Description of Rented Land and Length of Tenure

**A. Description of Land.** The Landowner (Lessor) rents and leases to the Tenant (Lessee), to occupy and to use for agricultural purposes only, the following real estate located in the County of Logan and the State of Illinois, and described as follows: \_\_\_\_\_

See Exhibit A attached hereto for legal description

commonly known as the City of Lincoln farm and consisting of approximately 37 acres, together with all buildings and improvements thereon belonging to the Lessor, except \_\_\_\_\_

**B. Length of tenure.** The term of this lease shall be from March 1, 2024, to February 28, 2025, and the Lessee shall surrender possession at the end of this term or at the end of any extension thereof. Extensions must be in writing and attached to this lease, and both parties agree that failure to execute an extension at least four (4) months before the end of the current term shall be constructive notice of intent to allow the lease to expire.

## Section 2. Fixed Cash Rent (With Option for Indexing)

Tenant agrees to pay Landowner an annual fixed cash rent as identified below; however, if the "option for indexing" is also completed, the rent shall be adjusted as described in the option for the years following the first year.

**Fixed Rent:** The annual cash rent shall be the sum of \$ 6,000.00. This represents 37 acres of cropland at \$ 161.46 per acre, plus \_\_\_\_\_ acres of \_\_\_\_\_ at \$ \_\_\_\_\_ per acre, plus \_\_\_\_\_ acres of \_\_\_\_\_ at \$ \_\_\_\_\_ per acre, plus \_\_\_\_\_

**Option for Indexing:** After the first year, the annual cash rent for a particular lease year shall be the Fixed Rent identified above, but adjusted annually after the first year as follows: Landlord and Tenant agree that there will be a variable rent provision in this Lease based upon the formula

and calculation to be applied to the 2024 crop year, which shall be in addition to the Fixed Rent, to be determined as set

forth on Exhibit B attached hereto and by this reference made a part hereof.

*Farmdoc Form: CL 01-0912. Form edited by D. L. Uchtman, Professor of Agricultural Law, and Denyse Ehrnwald, Extension Educator. The editors express appreciation to other University of Illinois Extension Farm Business Management and Marketing Educators for their assistance with this form.*

CAUTION: "Flexible Rent" may cause a lease to be treated like a "share lease" under federal regulations (e.g., 7 CFR 1412.504) stating how government agricultural program payments can be divided between landlord and tenant. Consult with your legal advisor.

## Section 2 (Alternate). Flexible Rent Using Option I, II, or III

Note: Strike either Section 2 or Section 2 (Alternate). The cash rent can be flexible and change each crop year. A base rent can be established and adjusted based upon yield and/or price fluctuations. The factors to be used in adjusting the rent in Options I and II must be listed below.

Crop(s)	Base cash rent (per acre)	Base yield (bu or ton/acre)	Base price (per bu or per ton)	Min. cash rent (per acre)	Max. cash rent (per acre)
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

The current price for the current year shall be the average price at close of day based on the following time period(s) and location(s):

Crop(s)	Price source
_____ Day _____ Month through _____ Day _____ Month at _____	
_____ Day _____ Month through _____ Day _____ Month at _____	
_____ Day _____ Month through _____ Day _____ Month at _____	

A. For each lease year, the per-acre base cash rent for each crop shall be adjusted at the close of the cropping season by one of the following methods:

### OPTION I - FLEXING FOR PRICE ONLY

Crop(s)	Base rent	x (Current price ÷ Base price)	=Rent/acre <sup>1</sup>	x Acres grown	= Adj. Rent for year
_____	\$ _____	x \$ _____	= \$ _____	x _____	= \$ _____
_____	\$ _____	x \$ _____	= \$ _____	x _____	= \$ _____
_____	\$ _____	x \$ _____	= \$ _____	x _____	= \$ _____
				Total all crops	= \$ _____

### OPTION II - FLEXING FOR PRICE AND YIELD

Crop(s)	Base rent	x (Current price ÷ Base Price)	x (Current yld <sup>2</sup> ÷ Base yld)	=Rent/acre <sup>1</sup>	x Acres grown	= Adj. Rent for year
_____	\$ _____	x \$ _____	x \$ _____	= \$ _____	x _____	= \$ _____
_____	\$ _____	x \$ _____	x \$ _____	= \$ _____	x _____	= \$ _____
_____	\$ _____	x \$ _____	x \$ _____	= \$ _____	x _____	= \$ _____
					Total all crops	= \$ _____

### OPTION III - OTHER PROCEDURE TO BE USED

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B. Additional Rent for Inflexible items (complete at beginning of lease period)

Pasture	\$ _____
Hay land	\$ _____
Other inflexible cropland	\$ _____
Timber, wasteland	\$ _____
Farmstead	\$ _____

TOTAL INFLEXIBLE RENT \$ \_\_\_\_\_

C. TOTAL RENT FOR YEAR: Sum the Flexible cropland rent (calculated from Part A, Option I, II or III) and the Total Inflexible Rent (from Part B)  
\$ \_\_\_\_\_

<sup>1</sup> If calculated figure is less than "Min. cash rent" in "Basic Information," use the set minimum. If calculated figure is more than "Max cash rent" in "Basic Information," use the set maximum.

<sup>2</sup> The current yield shall be the "farm" yield for the current lease year.

### Section 3. Investments and Expenses

A. The Landlord agrees to furnish the property and to pay the items of expense listed below:

1. The above-described farm, including fixed improvements.
2. Materials for necessary repairs and improvements to buildings and permanent fences except as agreed to in B4 and amendments to this lease.
3. Skilled labor employed in making and repairing improvements and all labor for painting buildings.
4. Taxes on land, improvements, and personal property owned by the Lessor.
5. Fire and wind insurance, at a fair replacement value, on the residence and all buildings owned by the Lessor and used by the Lessee in storing or housing grain, feed, livestock and equipment.
6. Ground limestone: Lessor is to furnish 0 percent or share of total cost, including hauling and spreading.
7. A water supply adequate for household use and \_\_\_\_\_ animal units of livestock.
8. Other items: \_\_\_\_\_

B. The Lessee agrees to furnish the property and to pay the items of expense listed below:

1. All the machinery, equipment, labor, fuel, and power necessary to farm the premises properly.
2. The hauling to the farm, except when otherwise agreed, of all material which the Lessor furnishes for making repairs and minor improvements, and the performing of labor, except skilled, required for such repairing and improving.
3. All seed, inoculation, disease-treatment materials, and fertilizers, except that which the Lessor agrees to furnish above.
4. The following described items and all other items of expense not furnished by the Lessor as provided in A: \_\_\_\_\_

### Section 4. Tenant's Duties in Operating Farm

The Tenant further agrees to perform and carry out the stipulations below. (Strike out any not desired.)

**A. Activities required:**

1. To cultivate the farm faithfully and in a timely, thorough, and businesslike manner.
2. To prevent noxious weeds from going to seed on said premises and to destroy the same and keep the weeds and grass cut.
3. To haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements.
4. To keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair.
5. To preserve established watercourses or ditches, and to refrain from any operation that will injure them.
6. To keep the building, fences (including hedges), and other improvements in good repair and condition as they are when the Tenant takes possession or in as good repair and condition as they may be put by the Lessor during the term of the lease - ordinary wear, loss by fire, or unavoidable destruction excepted.
7. To take proper care of all trees, vines, and shrubs, and to prevent injury to the same.
8. To keep the farmstead neat and orderly.
9. To prevent all unnecessary waste, or loss, or damage to the property of the Lessor.
10. To comply with pollution control and environmental protection requirements as required by local, state, and federal agencies, as well as to implement soil erosion control practices to comply with the soil loss standards mandated by local, state, and federal agencies.
11. To use prudence and care in transporting, storing, handling, and applying all fertilizers, pesticides, herbicides, and other chemicals and similar substances; to read and follow label instructions for the use of such materials in order to avoid injury or damages to persons or property or both on the leased premises and adjoining areas; and to comply with state pesticide training, licensing, storing, and usage.
12. Any chemicals for weed or insect control or other use, when used, should be applied at levels not to exceed the manufacturer's recommendation for the soil types involved. The Tenant agrees to provide to the Lessor, annually, a written report indicating the product name, amount, date of application and location of application of all pesticides, fertilizers, and seed used on the farm.
13. No chemicals will be stored on the property for more than one year. When chemicals or petroleum products are stored on the farm, they will be only those planned to be used on the farm and they will be in closed, tight containers above ground and clearly marked. No chemicals or chemical containers will be disposed of on the property.
14. To generally follow Natural Resource Conservation Service and Farm Service Agency recommendations and to maintain all other requirements necessary to qualify current and future farm operators to participate in federal farm programs.
15. Other: \_\_\_\_\_

**B. Activities restricted.** The Tenant further agrees, unless the written consent of the Lessor has been obtained:

1. Not to assign this lease to any person or persons or sublet any part of the premises herein leased.
2. Not to erect or permit to be erected any structure or building or to incur any expense to the Lessor for such purposes.
3. Not to add electrical wiring, plumbing, or heating to any building. (If consent is given such additions must meet standards and requirements of power and insurance companies.)
4. Not to plow permanent pasture or meadowland.
5. Not to allow any stock on any tillable land except by annual agreement.
6. Not to burn or remove cornstalks, straw, or other crop residues grown upon the farm.
7. Not to cut live trees for sale purposes or personal uses.
8. Not to erect or permit to be erected any commercial advertising signs on the farm, other than seed variety signs.
9. Not to enter into any agreement, contract, or other farming or business arrangement that alters rights in the Lessor's security interest, right of entry, default or possession.
10. Not to permit, encourage, or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production, except as specifically noted here:  
\_\_\_\_\_  
\_\_\_\_\_
11. Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Section 5. Management and Business Procedures

The Lessor and Tenant agree that they will observe the following provisions (Strike out any not desired.)

**A. General Cropping System.** Except when mutually decided otherwise, the land use and cropping shall be approximately as follows:

- 37 acres for rotated crops
- \_\_\_\_\_ acres in permanent pasture
- \_\_\_\_\_ acres in non-grazed woodland
- \_\_\_\_\_ acres in building and lots
- \_\_\_\_\_ acres in other \_\_\_\_\_

**B. Insurance.** For the term of the lease, Tenant shall maintain insurance with a carrier acceptable to the Landlord, insuring Tenant while performing on these premises hereunder for the following types and in stated minimum amounts:

Crop Insurance	\$ <u>200.00</u>	per acre
Liability Insurance:	\$ <u>1,000,000.00</u>	per person
	\$ <u>1,000,000.00</u>	per occurrence
Property Damage:	\$ <u>500,000.00</u>	per occurrence
Workers Compensation:	As required by statute	

Tenant shall furnish Landlord with a Certificate of Insurance and give notice of termination of coverage.

Tenant agrees that all applicable insurance policies name the Landlord as an additional insured

**C. Financial and production records.** The Tenant agrees to keep financial and production records of the farm business and to furnish an annual report to the Lessor, on such forms as the Lessor may provide, on or before January 15, 2025

**D. Cash Rent Installments.** The cash rent shall be paid each year in the following installments:

Dollars of percent of rent due	Date Due
\$3,000.00	March 1, 2024
\$3,000.00	November 1, 2024
_____	_____
_____	_____
Balance Due	_____

**E. End of lease reimbursements.** At the end of this lease, the Lessor agrees to reimburse the Tenant:

1. For the Tenant's remaining cost in limestone. The Tenant's remaining cost shall be calculated by depreciating the Tenant's net cost at the rate of \_\_\_\_\_ percent annually.

2. For the Tenant's cost of soluble phosphate (P<sub>2</sub>O<sub>5</sub>) and potash (K<sub>2</sub>O) fertilizers applied on crops harvested for grain in the last year of this lease minus the amount of these plant food elements, valued at the same rates, contained in the Tenant's share of these crops.

3. \_\_\_\_\_  
\_\_\_\_\_

**F. Land use in last year of lease.** If, during the last six months of the lease term, or after notice to terminate has been given if this lease has become a year to year lease, the parties fail to agree on questions of land use, cropping system, fertilizer applications, or any deviations from the lease provisions, then the specific agreements in this lease shall prevail or, in the absence of agreements in the lease, the Lessor shall decide and the Tenant agrees to abide by the Lessor's decisions. The Lessor's decisions shall not contradict any provisions in this lease or violate good farming procedures.

**G. Conservation.** Both Lessor and Tenant affirm the goals of minimizing soil erosion losses and preserving the productivity of the land in ways that are consonant with their needs and desires for acceptable current returns to their individual inputs on the leased premises. To these ends they agree to implement as far as possible the best management practices recommended by the Natural Resource Conservation Service and to cooperate with that agency's soil and water conservation programs.

**H. Tenant responsible for hired labor.** The Tenant shall be solely responsible for all employer obligations on hired labor with respect to safety requirements and social security and workers' compensation contributions, and the Lessor shall have no responsibilities therefore.

**I. Other management agreements:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Section 6. Default, Possession, Landlord's Lien, Right of Entry, Mineral Rights, Liability, Extent of Agreement

The Lessor and Tenant agree to the following provisions. (Strike out any not desired.)

**A. Termination upon default.** If either party fails to carry out substantially the terms of this lease in due and proper time, the lease may be terminated by the other party by serving a written notice citing the instance(s) of default and specifying a termination date of 10 days from the date of such notice. Settlement shall then be made in accordance with the provisions of Clause B of this section, the reimbursement agreements of Section 5, and any amendments to this lease.

**B. Yielding possession.** The Tenant agrees at the expiration or termination of this lease to yield possession of the premises to the Lessor without further demand or notice, in as good order and condition as when they were entered upon by the Tenant, loss by fire, flood, or tornado, and ordinary wear excepted. If the Tenant fails to yield possession, the Tenant shall pay to the Lessor a penalty of \$ 500.00 per day or the statutory double rent, whichever is less, for each day the Tenant remains in possession thereafter, in addition to any damages caused by the Tenant to the Lessor's land or improvements, and said payments shall not entitle the Tenant to any interest of any kind or character in or on the premises.

**C. Landlord's lien.** The Landlord's lien provided by statute on crops grown or growing, together with any other security agreement(s) created by Tenant in favor of Landlord, shall be the security for the rent herein specified and for the faithful performance of the terms of the lease. The Tenant shall provide the Lessor with the names of persons to whom the Tenant intends to sell crops grown on these premises at least 30 days prior to the sale of such crops. A lesser period may be allowed by mutual written agreement. Tenant consents to any filing required by law to perfect the statutory landlord's lien upon crops. If the Tenant fails to pay the rent due or fails to keep any of the agreements of this lease, all costs and attorney fees of the Lessor in enforcing collection or performance shall be added to and become a part of the obligations payable by the Tenant.

**D. Landowner's right of entry.** The Lessor reserves the right personally or by agents, employees, or assigns to enter upon the premises at any reasonable time to view them, to work or make repairs or improvements thereon, to care for and dispose of the Lessor's share of crops, to develop mineral resources as provided in Clause E below, or, after constructive notice has been given that the lease may not be extended, and following severance of crops, to plow and prepare a seed bed, apply fertilizers, and any other operation necessary to good farming by the succeeding operator, these operations not to interfere with the Tenant in carrying out the regular farming operations.

**E. Mineral rights.** Nothing in this lease shall confer upon the Tenant any right to minerals underlying the land. Such mineral rights are hereby reserved by the Lessor together with the full right to enter upon the premises and to bore, search, excavate, work, and remove the minerals, to deposit excavated rubbish, to pass over the premises with vehicles, and to lay down and work any railroad track or tracks, tank, pipelines, power lines, and structures as may be necessary or convenient for the above purpose. The Lessor agrees to reimburse the Tenant for any actual damage the Tenant may suffer for crops destroyed by these activities and to release the Tenant from obligation to continue farming this property when development of mineral resources interferes materially with the Tenant's opportunity to make a satisfactory return.

**F. Landowner liability.** The Tenant takes possession of the leased premises subject to the hazards of operating a farm, and assumes all risk of accidents personally as well as for family, employees, or agents in pursuance of farming operations, or in performing repairs on buildings, fences, tile, and other improvements.

**G. Binding on heirs, etc.** The terms of this lease shall be binding on the heirs, executors, administrators, and assigns of both Lessor and Tenant in like manner as upon the original parties.

## Section 7. Additional Lease Provisions

See Exhibit C attached hereto for Additional Lease Provisions.

Signatures of parties to lease:

	<i>Landowner</i>		<i>Date</i>
	<i>Landowner</i>		<i>Date</i>
By _____	<i>Agent</i>		<i>Date</i>
	<i>Tenant</i>		<i>Date</i>
	<i>Tenant</i>		<i>Date</i>



## Amendments and Extensions to the Lease

(Must be completed manually/cannot be completed on-line)

*Amendments, alterations, and extensions to this lease may be made in writing in the space below at any time by mutual agreement. The written amendments should be noted on both the Landlord's and Tenant's copies of the lease (complete and sign two identical copies). If the parties fail to agree on a proposed alteration, the existing provisions of the lease shall control operations.*

**A. Improvements made by the Tenant at the Tenant's own expense.** When the Lessor and Tenant agree that the Tenant may make all or part of an improvement (such as buildings, additions to buildings, major repairs, fences, bathrooms, water systems, etc.) to the farm at the Tenant's own expense and that the Tenant is to be reimbursed for any costs remaining at the end of the lease, the necessary information shall be recorded in one of the following blanks and, after being duly signed by both parties, it shall become a part of the lease above and obligate the Lessor and his or her heirs and assigns to make such reimbursement. Such improvements become the Lessor's property upon completion of the form below. The Lessor thereby assumes the responsibility for property taxes, insurance coverage, and risk of loss.

Description and location of the improvement	Tenant's net cost	Annual rate of depreciation (percent)	Date depreciation begins	Signatures and Date Signed
1.				Lessor:
				Tenant:
2.				Lessor:
				Tenant:
3.				Lessor:
				Tenant:

**B. Lessor's written consent to Tenant's participation in items in Section 4, Clause B.**

1. Item: \_\_\_\_\_ Description and restrictions: \_\_\_\_\_  
 \_\_\_\_\_  
 Date: \_\_\_\_\_ Lessor's Signature \_\_\_\_\_

2. Item: \_\_\_\_\_ Description and restrictions: \_\_\_\_\_  
 \_\_\_\_\_  
 Date: \_\_\_\_\_ Lessor's Signature \_\_\_\_\_

**C. Other amendments:** To be dated, signed and attached to both Landowner's and Tenant's copies of lease.

**D. Lease Extensions**

Lease Extension # 1	Lease Extension # 2	Lease Extension # 3
This lease, originally dated _____, 20____, shall be extended ...	This lease, originally dated _____, 20____, shall be extended ...	This lease, originally dated _____, 20____, shall be extended ...
From _____, 20____,	From _____, 20____,	From _____, 20____,
To _____, 20____.	To _____, 20____.	To _____, 20____.
Signed: _____, 20____	Signed: _____, 20____	Signed: _____, 20____
_____ Lessor	_____ Lessor	_____ Lessor
_____ Tenant	_____ Tenant	_____ Tenant

**EXHIBIT A**

All that part of the Southeast Quarter of the Southeast Quarter of Section 36, in Township 20 North, Range 3 West of the 3<sup>rd</sup> P.M., Logan County, Illinois, lying South and East of the Southeast or East line of Kickapoo Street in the City of Lincoln, prolonged and extended to the West line of the Southeast Quarter of the Southeast Quarter of said Section 36.

## EXHIBIT B

(1) Base Rent – The Base Rent for the tillable acres of cropland shall be \$161.46 per acre.

(2) Gross Farm Income – Lessor will calculate, and the Lessee shall review, the Gross Farm Income for the 2024 crop year by December 15, 2024. The Gross Farm Income used in this formula shall be determined by the following method:

(a) Corn Income – The harvested “dry” bushels multiplied by the average price paid by East Lincoln Farmers Grain Company for December, 2024, delivery corn as quoted on the first business day of the month for March through December, 2024, with the minimum price to be the USDA loan rate for Logan County, Illinois.

(b) Soybean Income – The harvested “dry” bushels multiplied by the average price paid by East Lincoln Farmers Grain for December, 2024, delivery of soybeans as quoted on the first business day of the month of March through December, 2024, with the minimum price to be the USDA loan rate for Logan County, Illinois.

(c) USDA Payments – The actual amount of payments received under the USDA Freedom to Farm Contract in place on this acreage, including production flexibility payments and market loss assistance payments (all loan deficiency payments actually received on harvested corn and soybean bushels belong to the Lessee and not the Lessor).

(d) The sum of the amounts determined under (a) and (c) above, which are attributable to the corn crop shall be divided by the number of acres planted in corn for 2024, to determine the Gross Farm Income per acre for the corn acres.

(e) The sum of the amounts determined under (b) and (c) above, which are attributable to the soybean crop, shall be divided by the number of acres planted to soybeans for 2024, to determine the Gross Farm Income per acre for the soybean acres.

(3) Base Gross Farm Income – The Base Gross Farm Income to be used in the calculation of the variable case rent shall be \$161.46 per acre for any corn acres raised during 2024 and \$350.00 per acre for any soybeans raised during 2024.

(4) Variable Cash Rent – The difference between the Base Gross Farm Income per acre for corn and the Gross Farm Income per acre for corn shall become the basis for the final variable cash rent payment of cash rent for the corn grown during crop year 2024. The difference between the Base Gross Farm Income per acre for soybeans and the Gross Farm Income per acre for soybeans shall become the basis for the final variable cash rent payment of cash rent for the soybeans grown during crop year 2024. The Lessors shall receive one-half of the excess of the actual Gross Farm Income per acre calculated over the Base Gross Farm Income per acre. This amount shall be multiplied by the tillable acres of the appropriate crop and paid to the Lessor by the Lessee on or before December 30, 2024.

(5) Lessee shall, prior to December 15, 2024, provide proof of the actual production to Lessor by way of copies of the elevator ledger sheets and a summary of the actual bushels produced and the actual acres produced to enable Lessor or their agent to compute the Gross Farm Income as herein set forth. All grain harvested from the subject real estate shall be delivered to local elevators, and no grain shall be stored on-farm at any location for the term of this Lease.

(6) Lessor agrees that the Lessee will be farming the parcel which is the subject of this Lease with another parcel owned individually by Lessee. The average yield per acre for corn and soybeans on the parcel which is the subject of this Agreement shall be calculated by the Lessor and Lessee based upon the yield monitors used during the harvesting process for the purpose of calculating the variable cash rent.

## EXHIBIT C

### Section 7. Additional Lease Provisions

A. If necessary, the Tenant grants the Landlord permission to enter the property and install any and all improvements, including water detention and underground sewer lines if required of the City by the Illinois Environmental Protection Agency, in which event the Landlord will reimburse the Tenant for all costs the Tenant has incurred for damaged crops, only to the extent of costs expended by the Tenant.

B. Lessee agrees to maintain the fertility of the demised real estate to a level at least equivalent to the levels on the commencement date of the term. The levels of the fertility shall be ascertained by annual reports of the yields and corresponding fertility removals and fertility applied by the Lessee on the form of report attached hereto as Exhibit D to be updated annually by the Lessee. The annual report shown on Exhibit D shall be submitted at the renewal or termination on said form by Lessee.

C. Pursuant to the provisions of Section 6(c) hereof, the Lessee hereby covenants and agrees with the Lessor that the names and addresses of all persons to whom Lessee intends to sell any crops grown on the demised real estate are set forth below. Lessee further covenants and agrees not to sell crops to any person or entity other than the persons or entities who have been disclosed to the Lessor as a potential buyer of the crops hereunder.

Names and addresses of persons and entities who Lessee desires or intends to sell crops:  
East Lincoln Farmers Grain.

If Lessee should desire to sell crops to any person or entity not included in the above list, he should notify Lessor in writing of the name and address of such other person or entity at least ten (10) days prior to such sale. Lessee acknowledges that he is aware of the law which provides that where a Lessor has required that before a Lessee sells crops grown on the demised real estate, the Lessee disclose to the Lessor the persons to whom the Lessee intends to sell such crops, it is unlawful for the Lessee to sell the crops to a person or entity other than a person or entity so disclosed to the Lessor and that an individual who knowingly violates a provision of the law is guilty of a Class A misdemeanor.

# MEMORANDUM

**TO: Mayor Tracy Welch and Members of the City Council**

**FROM: Wes Woodhall, Building and Safety Official**

**DATE: January 23<sup>rd</sup>, 2024**

**RE: 112, 114 and 116 S. Chicago Property Sale.**

**Background:** These three properties were advertised for sale and on the bid date of January 10<sup>th</sup> we received one bid. This will include the sale of all 3 properties in one package.

**Analysis/Discussion:** We received the following single bid.

Integrity Holdings LLC. \$100.00

The bid provided included a timeline of intentions for future use of the properties as required in the bid documents. This narrative includes the immediate remediation of exterior breaches, glaring eyesores and trash removal as well as the future demolition of the rear/collapsed portion of 116 S. Chicago. It is our opinion that the bidding party is responsible and genuine in their intentions.

**COW Recommendation:** Place on council agenda for discussion and approval of property sale of 112, 114 and 116 S. Chicago St.

**Fiscal Impact:** No negative fiscal impact will be realized. Once rehabilitated the properties will be put to use and ideally generate economic benefits.

**Council Recommendation:** Approve bid from Integrity Holdings LLC. for the purchase of 112, 114 and 116 S. Chicago St.

**ORDINANCE NO.**

**AN ORDINANCE AUTHORIZING THE SALE OF REAL ESTATE**

THIS ORDINANCE is made and adopted by the CITY COUNCIL OF THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, at a regular meeting held in the City Council Chambers in said City on the \_\_\_\_ day of \_\_\_\_\_, 2024,

WITNESSETH:

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

WHEREAS, the CITY OF LINCOLN owns the following-described real estate to-wit:

The Northeast part of Lot 4, being 19 feet fronting on Chicago Street and running back the full length of said Lot, in Block 15 in the Original Town, now of the City of Lincoln, also the Northeast ½ of brick wall being 6 ½ inches wide, 28 feet high and 150 feet long, together with the 6 ½ inches of ground upon which said wall stands, being 6 ½ inches of ground off of the full Northeast side of the 21 feet on Chicago Street and running back the full length of the lot off of the Southwest side of said Lot 4 in Block 15, situated in the County of Logan and State of Illinois.

Tax I.D. No. 08-210-152-00;

and;

The Southwest part of Lot 4 being 21 feet fronting on Chicago Street and running back the full length of said lot, in Block 15 in the Original Town, now City of Lincoln, Logan County, Illinois, EXCEPTING the Northeast Half of brick wall being 6 1/2 inches wide, 28 feet high and 150 feet long, together with the 6 1/2 inches of ground upon which said wall stands, being 6 1/2 inches of ground off of the Northeast part of the 21 feet on Chicago Street and running back the whole length of the Southwest side of said Lot 4; ALSO EXCEPTING 6 inches off of the full Southwest side of the Southwest Half of said Lot 4 in said Block 15 in the Original Town, now City of Lincoln including the undivided One Half of the brick wall erected thereon.

Except any interest in the coal, oil, gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

Situated in Logan County, Illinois.

Tax I.D. No. 08-210-153-00;

and;

A strip of ground 6 inches wide off of the full Southwest side of Lot 4 and a strip of ground 16 1/3 feet wide off of the full Northeast side of Lot 5, all in Block 15 in the Original Town, now of the City of Lincoln, situated in the County of Logan and State of Illinois.

Tax I.D. No. 08-210-154-00;

and;

WHEREAS, the City Council CITY OF LINCOLN has determined that the real estate described above is no longer needed for the public interest, that it is the best interest of the City to sell said real estate; and

WHEREAS, the property is not currently being used for any real purpose; and

WHEREAS, previously this council passed Ordinance 2023-1018 authorizing this property to go out to bid and be published in the Lincoln Courier for three successive weeks beginning on December 23, 2023; and

WHEREAS, that one bid was submitted, by Integrity Holdings, LLC, for \$100.00 and was opened on the date and time outlined in the bid package; and

WHEREAS, the City of Lincoln indicated as conditions of acceptance of a bid will include a demolition of the back portion 116 South Chicago Street with the caveat that the purchaser sign a quitclaim deed conveying the properties back to the City of Lincoln if they do not demolish the back portion of 116 South Chicago Street; and

WHEREAS there will be no warranties of the condition of the structure located on properties and the properties will be sold "AS IS"; and

WHEREAS, the City of Lincoln believes it is in the best interest of the constituents of Lincoln that this bid be accepted, and furthermore desires that the Mayor to sign on its behalf in order to effectuate this transaction;

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

1. That it is in the best interests of the City of Lincoln that the above described real estate be sold to Integrity Holdings, LLC for \$100.00.
2. The Mayor is authorized to sign any documents necessary on behalf of the City of Lincoln in order to effectuate this transaction.

3. The special terms and requests outlined in the recitals are hereby accepted and will be implemented into the contract for sale.

4. 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 Eimer	_____	Alderwoman Rohlf	_____
Alderwoman O'Donoghue	_____	Alderman Bateman	_____
Alderman Downs	_____	Alderman Sanders	_____

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Abstain: \_\_\_\_\_

Absent: \_\_\_\_\_

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF LINCOLN,

BY: \_\_\_\_\_

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

ATTEST: \_\_\_\_\_ (SEAL)

City Clerk, City of Lincoln,  
Logan County, Illinois



## MEMORANDUM

**TO:** Mayor and City Council Members  
**FROM:** Alderman Kevin Bateman  
**MEETING DATE:** January 23, 2024  
**RE:** Proposal to change City Council meeting times

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**Background:**

Proposing that the Council change City Council meeting times from 7:00pm to 6:00pm.

**Council Recommendation:** City Council to place on regular agenda, February 5, 2024.

# MEMORANDUM

**TO:** Mayor and City Council Members  
**FROM:** Ashley Metelko, Administrative Assistant  
**MEETING DATE:** January 23, 2024  
**RE:** Economic Development Commission Grant Approvals

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**Background:**

On January 19, 2024, the Economic Development Grant Commission met and approved the following applications:

**STRUCTURAL GRANTS:**

**1. GK Browne Electric LLC – 228 S Chicago Street**

- Replace exterior door and windows
- Amount requested \$7,500.00.

**Amount approved by Economic Development Commission on January 19, 2024: \$7,500.00**

**2. Integrity Holdings LLC – 129 S Kickapoo Street**

- Roof replacement
- Amount requested \$7,500.00.

**Amount approved by Economic Development Commission on January 19, 2024: \$7,500.00**

**3. AMCE 007 LLC – 401 Broadway Street**

- roof repairs
- Amount requested \$7,500.00

**Amount approved by Economic Development Commission on January 19, 2024: \$7,500.00**

**FACADE GRANTS:**

**4. GK Browne Electric LLC – 228 S Chicago Street**

- Power wash, Paint & trim
- Amount requested \$5,223.00.

**Amount approved by Economic Development Commission on January 19, 2024: \$5,223.00**

**5. Steve Browne – 220 S Chicago Street**

- Pressure Wash & Paint
- Amount requested \$3,900.00.

**Amount approved by Economic Development Commission on January 19, 2024: \$3,900.00**