

**CITY OF LINCOLN REGULAR CITY COUNCIL MEETING**

**AGENDA**

**FEBRUARY 17, 2015**

**7:00 P.M.**

**1. Call to Order**

**2. Roll Call**

**3. Pledge of Allegiance**

**4. Public Participation**

**5. Consent Agenda By Omnibus Vote**

All items under the Consent Agenda are considered to be routine in nature and/or non-controversial and will be approved by one motion. If any one 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. Approve minutes of the Special Joint Committee Meeting with Logan County Board on January 28, 2015 and the Regular City Council Meeting on February 2, 2015

C. Request from Healthy Community Partnership to close the 100 block of S. McLean Street for Youth Bike Rodeo on Saturday, April 2, 2015 from 9:00 a.m. to 1:00 p.m.

D. Approval of the Logan County Safety Complex Lease Agreement

**6. Ordinances and Resolutions**

A. Ordinance to expand the Lincoln/Logan County Enterprise Zone to include the Burtonview Co-op and the Grainland Co-op Companies

**7. Bids**

**8. Reports**

A. City Treasurer Report for January 2015

B. City Clerk Report for January 2015

C. Department Head Reports for January 2015

**9. New Business/Communications**

A. Advise and consent to mayoral appointments

B. Request from Railsplitter Antique Auto Club to close various downtown streets for monthly cruise-ins on the fourth Saturday of each month from May through September, 2015 from 5:00 p.m. to 9:00 p.m.

C. Approve debt collection agreement between the City of Lincoln and Credit Collection Partners

**10. Announcements**

**11. Possible Executive Session**

**12. Adjournment**

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

Lincoln, Illinois  
City Council Special Committee's Meeting  
January 28, 2015  
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Minutes of the City of Lincoln City Council Special Joint Committees' Meeting with the Logan County Board on Wednesday, January 28, 2015. The meeting opened at 7:04 p.m.

City Clerk Mrs. Gehlbach called the roll. There were six Aldermen present (Alderman Bauer, Alderman Cooper, Alderman Hoinacki, Alderman Horn, Alderman Mourning, and Alderman Neitzel), one absent (Alderman Tibbs) and one seat vacant. Also present was Building and Safety Officer Mr. Lebegue. Also present were Mayor Snyder, City Clerk Mrs. Gehlbach, City Administrator Mr. Johnson, City Treasurer Mr. Conzo, and Recording Secretary Mrs. Riggs.

County Board members present were: Mr. Andy Anderson, Mr. Rick Aylesworth, Mr. Kevin Bateman, Mr. David Blakenship, Ms. Emily Davenport, Dr. David Hepler, Mr. Patrick O'Neill, Mr. Gene Rohlfs, Mr. Charles Ruben, Mr. Scott Schaffenacher, and Ms. Jan Shumacher.

Also present was the Regional Planning Commissioner Mr. Will D'Andrea and Regional Planning Commission Chairman Mr. Bill Graff,

Everyone said the Pledge of Allegiance.

Alderman Neitzel has been an Alderman on the City Council for sixteen years and would like to have better communication between the City and County. Alderman Horn has been an Alderman on the City Council for more than ten years. Alderman Hoinacki has been on the City Council for about six years and is on the Regional Planning Commission. Alderman Bauer was appointed as an Alderman about a year ago and will be running in the primary and is hoping to open the door for younger people to have a voice and that she is on the Joint Solid Waste Committee. Alderman Cooper was appointed as an Alderman about ten months ago and is running for Alderman of Ward #1 and looking forward to opening the communication lines. Alderman Mourning was appointed about three weeks ago to fill a vacant seat in Ward #3 and looks forward to opening the communication lines.

City Administrator Mr. Johnson has been the City Administrator since December and looks forward to opening a dialog with the County. Mayor Snyder said he is very proud of the City Council and has been in office for almost five years.

Mr. Andy Anderson has been on the board for about four years. Mr. Rick Aylesworth has been on the County Board for the past ten years or so. Mr. Kevin Bateman has been on the County Board for eight years and would like the City and County to work together. Mr. David Blakenship was appointed to the Logan County Board about two years ago. Ms. Emily Davenport was appointed to the Logan County Board about nine months ago. Mr. Patrick O'Neill has been on the Logan County board for fifteen years. Mr. Gene Rohlfs has been on the Logan County Board for four years. Mr. Charles Ruben has been on the Logan County Board for about twelve years.

City Administrator Mr. Johnson talked about the strategic plan that will begin over the next few months. This will recognize what the City needs to accomplish in the next five years. The City has recently hired FGM to assist in looking for a site and what type of site will be needed for the Fire and Police departments. The new street facility will hopefully be started by late fall 2015. Pulaski Street was finished this past fall. Renovations will begin at the Depot. The library parking lot will be redone this year with the assistance of the Farnsworth Group.

Mayor Snyder said the City is going to look at making more spots available at Scully Park by pushing the sidewalk back into the park to allow for angle parking. Fifth Street road is a project that both the City and the County are both looking at. Lincoln is working on a long term plan for the sewer overflow plan. The City would like more information on CEDS and the funding which has expended approximately Sixteen Thousand Dollars (\$16,000.00).

Dr. Hepler said he had not prepared anything. He said they were trying to be sensitive to the zoning processes and pre-empt some of the issues.

Mr. Will D'Andrea, Enterprise Zone Administrator. He said the City and County have been involved in the Enterprise Zone for many years. There are new zone, statutes and a different process for the application. There is now a point system that is required in order to be able to be considered for a new Enterprise Zone. There are still ninety-seven (97) Enterprise Zones. In 2015 there will only be thirteen (13) zones handed out. The qualifications are unemployment, employment opportunities, poverty, abandoned coal mine; brownfield; large business closures; vacant structures; tax base improvements; infrastructure improvements; career skill programs; and equalized assessed valuations. The deadline is December 2015. In year 2016 the County and City will receive notice as to whether they will be awarded an Enterprise Zone. It would be preferable for the City and the County to decide together who will make application. The abatement of taxes comes with the Enterprise Zone but if the Zone is no longer the tax abatement is gone.

Mr. Steve McClure said the grain elevators are saving money through the gas tax. Mr. Hamilton said the whole economic development is up to those who are in the enterprise zone. Mr. McClure said the new way the enterprise zone is being handled is actually a better zone. Mr. McClure said the new enterprise zone is better and with the new projects that are being assessed by the new criteria and the new projects have 5 out of 10 of the criteria for our area. Mayor Snyder said he and Dr. Hepler have been talking and feel they should work together to get this moving on the Enterprise Zone.

Mr. Ruben moved to move forward with the Enterprise Zone and Mr. Bateman seconded it. The County Board unanimously approved the motion.

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City Council Special Committee's Meeting  
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Mayor Snyder stated that the City of Lincoln could not vote at a workshop session. Alderman Bauer felt this was a step in the right direction. Mr. Bateman said this is historic.

County Board member Mr. Anderson moved to adjourn the meeting and Alderman Mourning seconded the motion. It was unanimously approved.

The City of Lincoln Special Committee Meeting adjourned at 8:18 p.m.

Respectfully submitted,  
Risa Riggs  
Recording Secretary

Minutes of a regular City Council Meeting held in the Council Chambers of City Hall, Lincoln, IL, on Monday, February 2, 2015.

Mayor Snyder called the regular City Council Meeting to order at 7:00 p.m.

City Clerk Mrs. Gehlbach called the roll. There were six Aldermen present (Alderman Bauer, Alderman Cooper, Alderman Hoinacki, Alderman Horn, Alderman Mourning and Alderman Neitzel), one absent (Alderman Tibbs) and one seat vacant. Also present were Fire Chief Miller, Street & Alley Superintendent Mr. Landers, EMC/American Water Manager Mr. Ferguson, Building and Safety Officer Mr. Lebegue, and Deputy Police Chief Adams. Also present were Mayor Snyder, City Treasurer Mr. Conzo, City Clerk Mrs. Gehlbach, City Administrator Mr. Johnson, and City Recording Secretary Mrs. Riggs.

Mayor Snyder led The Pledge of Allegiance.

**Public Participation:**

Mayor Snyder read thank you notes from Brenda McCabe and from the Logan County Board.

*Swearing in of Susan Pegram, Administrative Assistant to Police Chief*

Mayor Snyder swore in Susan Pegram as the Administrative Assistant to the Police Chief.

**Mayor Snyder called for the Consent Agenda by Omnibus Vote:**

*Payment of Bills*

*Approve minutes of the Committee of a Whole Meeting on January 13, 2015, Regular City Council Meetings on January 5, 2015 and January 20, 2015 and Public Hearing on January 20, 2015.*

*Resolution # 2015-296 Lincoln College Sesquicentennial*

*Waiver of potential conflict of interest for City Attorney Blinn Bates as legal representative in Lincoln-Logan County Enterprise Zone Expansion*

*Approval of extension of farm lease between City of Lincoln and Kent Cross for 2015*

Alderman Horn moved to approve the Consent Agenda as read and Alderman Neitzel seconded it. City Clerk Mrs. Gehlbach called the roll call. There were six ayes (Alderman Bauer, Alderman Cooper, Alderman Hoinacki, Alderman Horn, Alderman Mourning, and Alderman Neitzel), zero nays, one absent (Alderman Tibbs), and one seat vacant; motion carried.

**Ordinances and Resolutions**

*Ordinance # 2015-825 vacating the public right-of-way for 7<sup>th</sup> Street between Main Street and Postville Drive for Christian Homes expansion*

Alderman Cooper moved to approve and Alderman Horn seconded it. City Clerk Mrs. Gehlbach called the roll call. There were six ayes (Alderman Bauer, Alderman Cooper, Alderman Hoinacki, Alderman Horn, Alderman Mourning, and Alderman Neitzel), zero nays, one absent (Alderman Tibbs), and one seat vacant; motion carried.

*Ordinance #2015-826 amending City Code to require site plan review for multi-family, commercial and industrial developments*

Alderman Bauer moved to approve and Alderman Cooper seconded it. City Clerk Mrs. Gehlbach called the roll call. There were six ayes (Alderman Bauer, Alderman Cooper, Alderman Hoinacki, Alderman Horn, Alderman Mourning, and Alderman Neitzel), zero nays, one absent (Alderman Tibbs), and one seat vacant; motion carried.

**Bids:**

There were no bids to come before the City Council.

**Reports:**

There were no Reports to come before the City Council.

**New Business/Communications:**

*Approval of contract with Spirtas Wrecking Company for site preparation of the Lincoln Depot*

Alderman Hoinacki moved to approve and Alderman Neitzel seconded it. City Clerk Mrs. Gehlbach called the roll call. There were six ayes (Alderman Bauer, Alderman Cooper, Alderman Hoinacki, Alderman Horn, Alderman Mourning, and Alderman Neitzel), zero nays, one absent (Alderman Tibbs), and one seat vacant; motion carried.

*Advise and consent of mayoral appointments*

This was not acted on and will remain on the agenda.

**Announcements:**

Mayor Snyder said a tree dedication will be held this Wednesday, February 4, 2015 at 10:00 a.m. at the triangle park at Water and Delavan Streets in conjunction with World Cancer Day.

Mayor Snyder said Friday, February 6, 2015 at 10:30 a.m., at the Blue Dog Inn, will be honored with "Enjoy Illinois: Delicious Destination."

Mayor Snyder said on Friday, February 6, 2015 at 12:30 p.m. there will be a ribbon cutting for Lincoln College's Sesquicentennial. Also, on Sunday, February 8, 2015 at 2:00 p.m. the Charter Day will be held at a convocation at the Johnston Center for the Arts.

Alderman Neitzel said the street plan for snow and ice removal is working.

**Possible Executive Session:**

There was no Executive Session.

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February 2, 2015

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Alderman Neitzel moved to adjourn the meeting and Alderman Horn seconded it. There were six ayes (Alderman Bauer, Alderman Cooper, Alderman Hoinacki, Alderman Horn, Alderman Mourning, and Alderman Neitzel), zero nays, one absent (Alderman Tibbs), and one seat vacant; motion carried.

The City Council Meeting was adjourned at 7:12 p.m.

Respectfully Submitted By:

Risa Riggs  
Recording Secretary

# HEALTHY COMMUNITIES PARTNERSHIP

## PETITION

To: The Honorable Mayor and City Council  
of the City of Lincoln, Illinois

The Logan County Outdoor Trails Outreach/Education Work Group requests permission to do the following to improve the quality of life for Logan County/Lincoln residents by encouraging and educating the residents thereof toward a healthier lifestyle and to help them to be ready to use the Bike Trails that are in progress per the efforts of the Healthy Communities Partnership and the Logan County Regional Planning Commission:

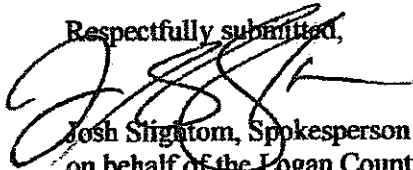
The Logan County Trail Outdoor Trail group proposes to sponsor a Bike Rodeo on Saturday, April 25<sup>th</sup>, 2015, in the City of Lincoln for children in Logan County. The Bike Rodeo will plans to include an obstacle course, a helmet education station, a bike fix-it station and other activities focused on bike safety and education.

The Bike Rodeo will be held on the one hundred block of South McLean Street, between Broadway and Pulaski Streets . We propose that the street be closed to traffic from 9:00 am to 1:00 pm, to allow for setup, the event, and cleanup.

We propose to sell food for the participants and their parents.

Dated at Lincoln, Illinois this 27<sup>th</sup> day of January 2015.

Respectfully submitted,



Josh Sligatom, Spokesperson  
on behalf of the Logan County Outdoor Trails Outreach/Education Work Group

Angel Stoltzenburg  
Healthy Communities Partnerships

c: Emily Hauter, Logan County Outdoor Trails Outreach Chairman



200 Stahlhut Drive  
Lincoln, IL 62656

PHONE: (217) 605-5008  
FAX: (217) 722-7889

*Creating the healthiest community in America  
by improving the health and quality of life of the people and communities we serve.*

**LOGAN COUNTY SAFETY COMPLEX GOVERNMENTAL LEASE AGREEMENT**

**WHEREAS**, Logan County, Illinois (hereafter County) operates a building commonly known as the Logan County Safety Complex (hereafter Complex); and

**WHEREAS**, the city of Lincoln (hereafter City) previously has utilized a portion of the Complex to house its police officers and any offenders which those officers may have lawfully detained for a period of approximately thirty-five years last past and the City desires to continue to occupy said premises; and

**WHEREAS**, the City and County have previously completed and executed an Agreement for the use, occupancy, and operation of the communications room of the Complex; and

**WHEREAS**, the County and the City desire to set forth the respective obligations of each of the foregoing units of local government with regards to the Complex so that the Complex continues to operate in an efficient manner and both units of local government continue to provide the best possible service to its citizens.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

**SECTION ONE:** The foregoing "Whereas" clauses are incorporated herein by reference and made a part hereof.

**SECTION TWO:** This agreement is adopted by the City and County pursuant to Article VII, Section 10, of the Illinois Constitution of 1970, and Chapter 5, Illinois Compiled Statutes, Section 220/1 et. Seq.

**SECTION THREE:** The obligations of the City are as follows:

- a.) **OPERATION EXPENSES:** Beginning February 1, 2015 and for the life of this Lease Agreement, the City shall pay a monthly rent of \$2,740.00 due on the fifteenth day of each month. This Lease Agreement is for the City's full and complete contribution for its tenancy within the Complex and any and all other associated expenses of the Complex, with the exception of the Radio Communication agreement effective November 1, 2003.
- b.) **RADIO COMMUNICATION EXPENSES:** Said expenses are controlled by the previous cited agreement of the parties which became effective November 1, 2003.
- c.) **MANNER OF PAYMENT:** The City shall pay to the County said rent on a monthly basis by the fifteenth of each month. Payment is to be made to the Logan County Treasurer.

**SECTION FOUR:** The terms of this lease agreement shall comment at 12:01 a.m., February 1, 2015 and will continue until 11:59 pm on December 31, 2016. Either party may terminate this lease agreement with a 90 day notice.

**SECTION FIVE:** The score of the City's rights of use of the Complex shall be as existed at the time of execution of this Agreement and shall not be decreased in space or otherwise limited during the term of the Agreement. The City shall have the use, possession, and occupancy of the entire Complex as defined

in subparagraphs (A) and (B) of this Section, including access to the same during the life of this contract for City of Lincoln police and public safety functions only. Specifically, the leased premises include at a minimum:

- a.) The City shall have exclusive use and occupancy of the following areas of the Complex: (1) Police Chief's office; (2) Assistant Police Chief's office; (3) Police Secretary's office; (4) Detective's office, adjoining interview room; (5) Restrooms; (6) Shift Commanders' office; (7) City's Evidence Room; and (8) City Juvenile Officer's room in the front foyer.
- b.) The City shall have the joint and non-exclusive use, possession and occupancy of the following spaces on the leased premises: (1) parking lot, to which the County reserves the right to designate specific parking or reserved parking spaces; (2) sidewalks; (3) lobby; (4) hallways, other than first floor designated security areas; (5) lavatories and restrooms; (6) personnel lounge.

The spaces and areas leased to the City in Paragraph A and B of this section shall be used by City of Lincoln police functions only.

**SECTION SIX:** The obligations of the County are as follows:

- a.) The County shall continue to provide all services required under the County Jail Act, 730 ILCS 125/0.01 et. Seq. referring to detention of all persons arrested by the City of Lincoln. Further, the County shall continue to operate, maintain, and repair the Complex including the upkeep, safe-keeping, and acceptable operating condition of the entire premises, including parking lots, driveways, landscaping, HVAC, and utilities.
- b.) The maintenance workers and janitors utilized in the Complex for the purposes of this lease and specifically the aforementioned Section shall be employees of the Sheriff subject to the personnel rules and regulations as set forth by the Sheriff and the County for County employees.
- c.) The County designates the Logan County Sheriff as the individual to whom the City shall address concerns at any time regarding the cleaning, upkeep, maintenance, heating & cooling, and utilities of the City leased space. The County commits to no less than one annual walk-through with City officials to review and assess the condition of the areas within and at the Complex for which the City has either exclusive use or joint and non-exclusive use.

**SECTION SEVEN:** Any amendment to this Agreement shall be in writing and signed by the Chairman and Mayor of the County and City respectively, after being favorably voted on by both sides. Any notices required by this Agreement shall be in writing to the Chairman or the Mayor respectively.

**SECTION EIGHT:** It is the agreement of the parties that this Lease Agreement replaces the agreement previously entered between the parties, but is not intended to modify the obligations of the parties in the agreement entered with respect to the radio/communications room of the Complex.

Dated \_\_\_\_\_

Dated \_\_\_\_\_

\_\_\_\_\_  
Chairman, Logan County Board

\_\_\_\_\_  
Mayor, City of Lincoln

\_\_\_\_\_  
Attest – County Clerk

\_\_\_\_\_  
Attest – City Clerk

CITY OF LINCOLN  
ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING ORDINANCES WHICH ESTABLISHED AN  
ENTERPRISE ZONE ENCOMPASSING CONTIGUOUS PORTIONS OF THE CITY OF  
LINCOLN, THE COUNTY OF LOGAN, THE COUNTY OF SANGAMON, THE COUNTY OF DEWITT,  
THE VILLAGE OF ELKHART, THE VILLAGE OF HARTSBURG, THE CITY OF ATLANTA,  
THE VILLAGE OF NEW HOLLAND, AND THE VILLAGE OF EMDEN  
(AND ALL AMENDATORY ORDINANCES THERETO)**

WHEREAS, The City of Lincoln adopted Ordinance No. 219 on December 23, 1986 ("Ordinance No. 219") and Ordinance No. 222 on February 17, 1987 ("Ordinance No. 222"), establishing and designating an Enterprise Zone in conjunction with the County of Logan, Illinois (the "Enterprise Zone") pursuant to the Illinois Enterprise Zone Act ("the Act"), Chapter 20, Sec. 655/1 et. seq., Ill. Compiled Statutes, (20 ILCS 655/1 et seq.). Such Enterprise Zone was thereafter certified as an "enterprise zone" by the State of Illinois;

WHEREAS, the City of Lincoln has subsequently adopted amendatory ordinances relative to the Enterprise Zone, which amendments *inter alia*, expanded and deleted the territory of the Enterprise Zone, extended the initial termination date of the Enterprise Zone, and added the following governmental units to the Enterprise Zone; the County of Sangamon, the Village of Elkhart, the County of DeWitt, the Village of Hartsburg, the City of Atlanta, and the Village of New Holland, as such amendment was thereafter certified by the State of Illinois, and the following Ordinances, all providing for modifications of the Enterprise Zone Ordinance, as originally enacted, Ordinance No. 252, Ordinance No. 267, Ordinance No. 299, Ordinance No. 359, Ordinance No. 461, Ordinance No. 481, Ordinance No. 484, Ordinance No. 488, Ordinance No. 501, Ordinance No. 503, Ordinance No. 514, Ordinance No. 527, Ordinance No. 544, Ordinance No. 549, Ordinance No. 559, Ordinance No. 591, Ordinance No. 599, Ordinance No. 602, Ordinance No. 618, Ordinance No. 675, Ordinance 678, Ordinance 689, Ordinance 696, and Ordinance 795 and any other ordinances of the City of Lincoln regarding the Enterprise Zone, being herein collectively referred to as, the "Enterprise Zone Ordinance";

WHEREAS, on February 17, 1987 and on December 16, 1986, respectively, the City of Lincoln and the County of Logan executed that certain Enterprise Zone Intergovernmental Agreement, that was subsequently amended from time to time to include the County of Sangamon, Illinois, the Village of Elkhart, Illinois, the County of DeWitt, Illinois, the Village of Hartsburg, Illinois, the City of Atlanta, Illinois, and the Village of New Holland, Illinois, all of which are referred to as "Intergovernmental Agreement";

WHEREAS, the Enterprise Zone now encompasses approximately 10.7 square miles and the Act allows the zone to encompass up to 15 square miles;

**WHEREAS**, it has been determined that additional territory within the incorporated areas of the Village of Emden, Illinois and unincorporated areas of Logan County, Illinois, all contiguous to the existing Enterprise Zone and totaling up to 0.03 square miles would be benefited by being within the boundaries of said Enterprise Zone, and it would be in the best interests of the citizens of the City of Lincoln, Illinois, that said additional territory be included in the Enterprise Zone;

**WHEREAS**, the City of Lincoln now desires to enact a certain amendment to the Enterprise Zone;

**WHEREAS**, Burtonview Co-op and Gramland Coop Company ("The Companies") desire to be included in the zone and will make capital improvements commencing in 2015 to be included in the Enterprise Zone;

**WHEREAS**, a public hearing regarding such amendments has been held as provided by the Act.

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LINCOLN, ILLINOIS AS FOLLOWS:**

**SECTION ONE:** The Enterprise Zone Ordinance is hereby amended to add additional territory in the Village of Emden and unincorporated Logan County to include and incorporate therein the property legally described on Exhibit A as "Territory Added," all of which is attached hereto and made a part hereof by reference (and which is further depicted in the map attached hereto as Exhibit B and which is made part hereof by this reference) (the "Amended Territory"); and that the "Territory Added" is hereby designated part of the Enterprise Zone pursuant to and in accordance with the Act;

**SECTION TWO:** That the Mayor of the City of Lincoln shall have, and is hereby granted, the authority to execute that certain Amendment to Enterprise Zone Intergovernmental Agreement Between the County of Logan, the City of Lincoln, the County of Sangamon, the Village of Elkhart, the County of DeWitt, the Village of Hartsburg, the City of Atlanta, the Village of New Holland, and the Village of Emden, a copy of which is attached hereto as Exhibit C.

**SECTION THREE:** That, except to the extent amended hereby, all provisions, agreements, stipulations, rights, obligations and duties set forth in the Enterprise Zone Ordinance, as previously amended shall remain in full force and effect. Any ordinance or parts of any ordinance in conflict herewith are hereby repealed. In confirmation and furtherance thereof, in the event of any conflict or inconsistency between the terms and provisions of this Ordinance and the Enterprise Zone Ordinance (without giving effect to this Amendment), the terms and provisions of this Ordinance shall govern and control and the conflicting and inconsistent terms and provisions of the Enterprise Zone Ordinance (without giving effect to this Amendment) shall no longer have any force or effect.

**SECTION FOUR:** That this Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law, and from and after its approval by the Illinois Department of Commerce and Economic Opportunity.

**SECTION FIVE:** That this Ordinance, and every provision hereof, shall be considered separable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

**SECTION SIX:** That the City Clerk is hereby directed and authorized to publish this Ordinance in pamphlet form as required by law and forward a certified copy of this Ordinance with the County Clerk for the County of Logan, the County Clerk for the County of Sangamon, the Village Clerk for the Village of Elkhart, the County Clerk for the County of DeWitt, the Village Clerk for the Village of Hartsburg, the City Clerk for the City of Atlanta, the Village Clerk for the Village of New Holland, and the Village Clerk for the Village of Emden.

**SECTION SEVEN:** That the Zone Administrator is hereby authorized and directed to cause an application to be submitted to the State of Illinois pursuant to the Act in relation to the amendments contained in this Ordinance.

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSENT: \_\_\_\_\_

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
KEITH SNYDER, MAYOR,  
CITY OF LINCOLN

\_\_\_\_\_  
SUSAN GEHLBACH, CITY CLERK,  
CITY OF LINCOLN

Published in pamphlet form by authority of the Council of the City of Lincoln, the County of Logan, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 2014.

\_\_\_\_\_  
CITY CLERK,  
CITY OF LINCOLN

## **EXHIBIT A**

### **LINCOLN - LOGAN COUNTY ENTERPRISE ZONE** Adding Burtonview Co-op Site in unincorporated Logan County and Grainland Coop Company Site in Emden, IL

#### **Description of Territory to be Added**

##### **Unincorporated Logan County, IL Addition - Burtonview Co-op Site (PIN 16-024-012-00 and 12-019-010-80)**

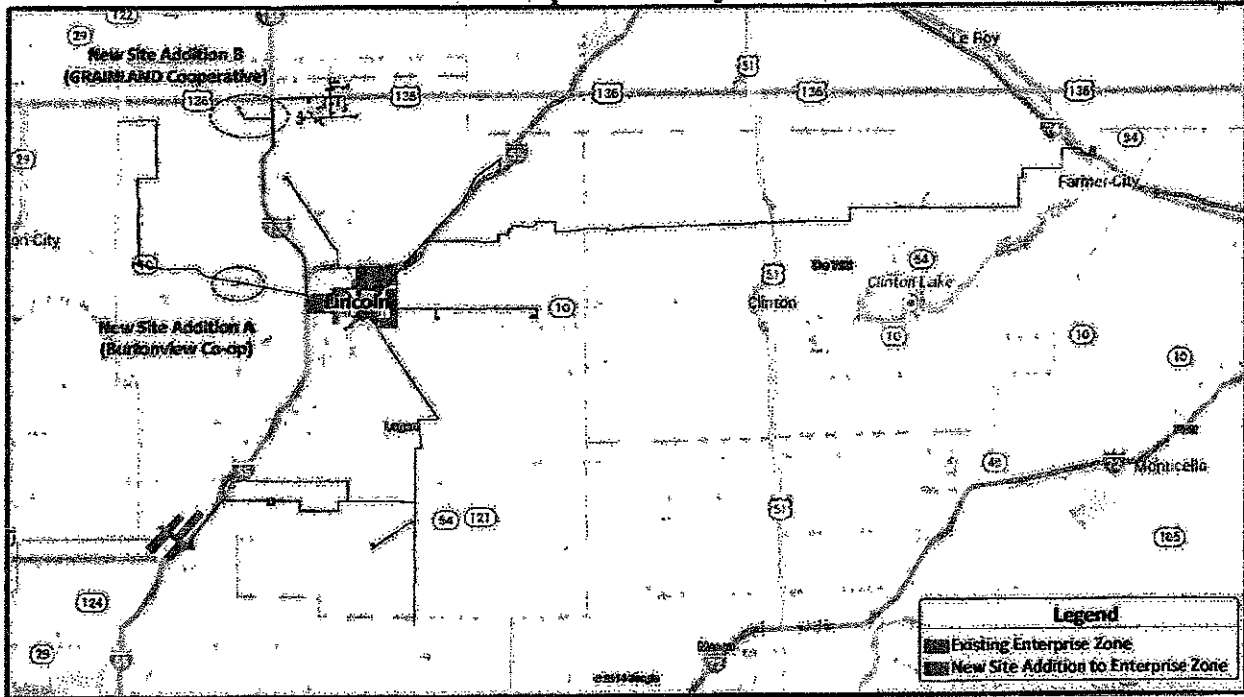
In unincorporated Logan County, Illinois, where the Lincoln - Logan County Enterprise Zone intersects with the eastern line of Section 19, Township 20 North, Range 3 West of the Third Principal Meridian marking the true point of beginning, thence south 570 feet along the eastern line of said Section 19 to a point, thence due east 1,010 feet to a point, thence due north approximately 380 feet to the southern border of the Lincoln - Logan County Enterprise Zone three foot wide connecting strip on Illinois Route 10, thence in a westerly direction along the southern border of said connecting strip approximately 1,045 feet to the true point of beginning, encompassing the territory within.

##### **Emden, Illinois Addition - Grainland Coop Company Site (PIN 13-684-001-00, 13-006-002-21, and 13-006-005-50)**

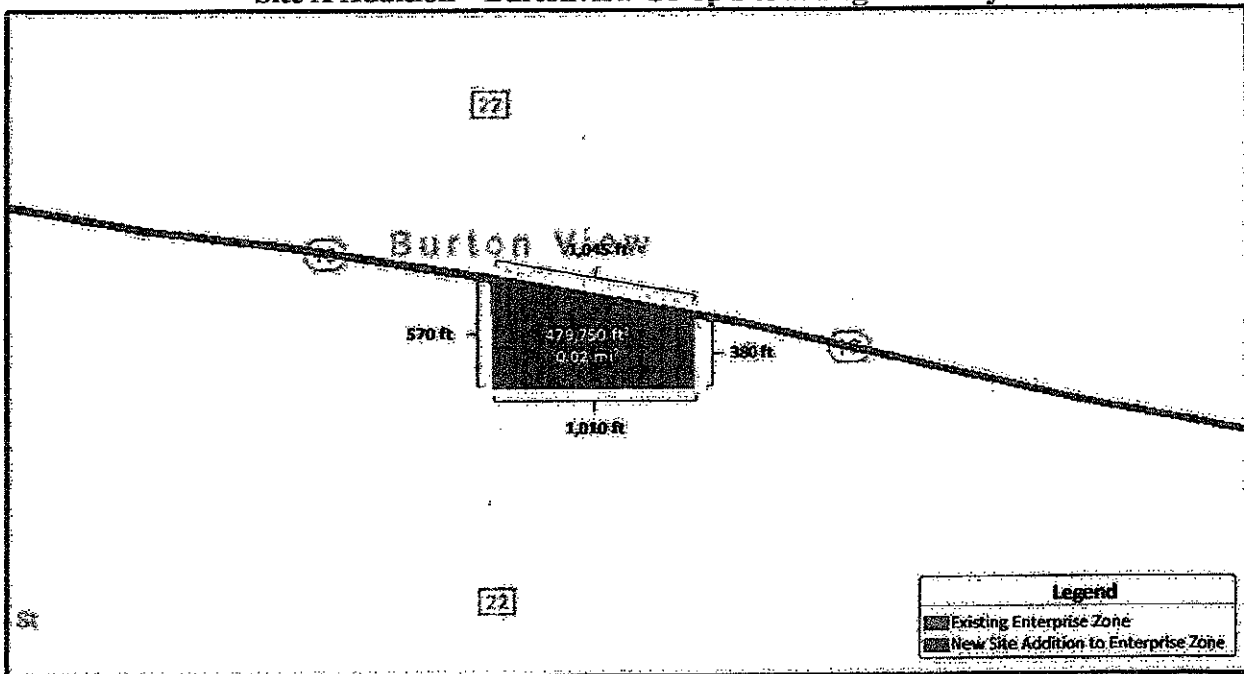
In unincorporated Logan County, Illinois, where the Lincoln - Logan County Enterprise Zone strip along US Highway 155 intersects with the southern line of Section 5, Township 21 North, Range 3 West of the Third Principal Meridian marking the true point of beginning, thence west on a strip of land 3.0 feet of even width lying 1.5 feet on each side of the southern line of said Section 5 and the southern line of Section 6, Township 21 North, Range 3 West of the Third Principal Meridian for approximately 7,380 feet (1.4 miles) to the intersection of said southern line of said Section 6 and the northeasterly line of the Canadian National/Illinois Central Railroad, thence northwesterly along the centerline of said Canadian National/Illinois Central Railroad for approximately 3,215 feet to the intersection of said Canadian National/Illinois Central Railroad and North Street in Emden, Illinois, thence east along the centerline of said North Street for approximately 285 feet to the intersection of said North Street and Archer Street, thence due north for 660 feet to a point, thence due west approximately 730 feet to the centerline of the northeasterly line of the said Canadian National/Illinois Central Railroad, thence southeasterly along the centerline of said Canadian National/Illinois Central Railroad for approximately 805 feet to the intersection of said Canadian National/Illinois Central Railroad and said North Street to the true point of beginning, encompassing the territory within.

**EXHIBIT B**  
**LINCOLN - LOGAN COUNTY ENTERPRISE ZONE**  
 Adding Burtonview Co-op Site in unincorporated Logan County, IL  
 Adding Grainland Cooperative Site in Emden, IL

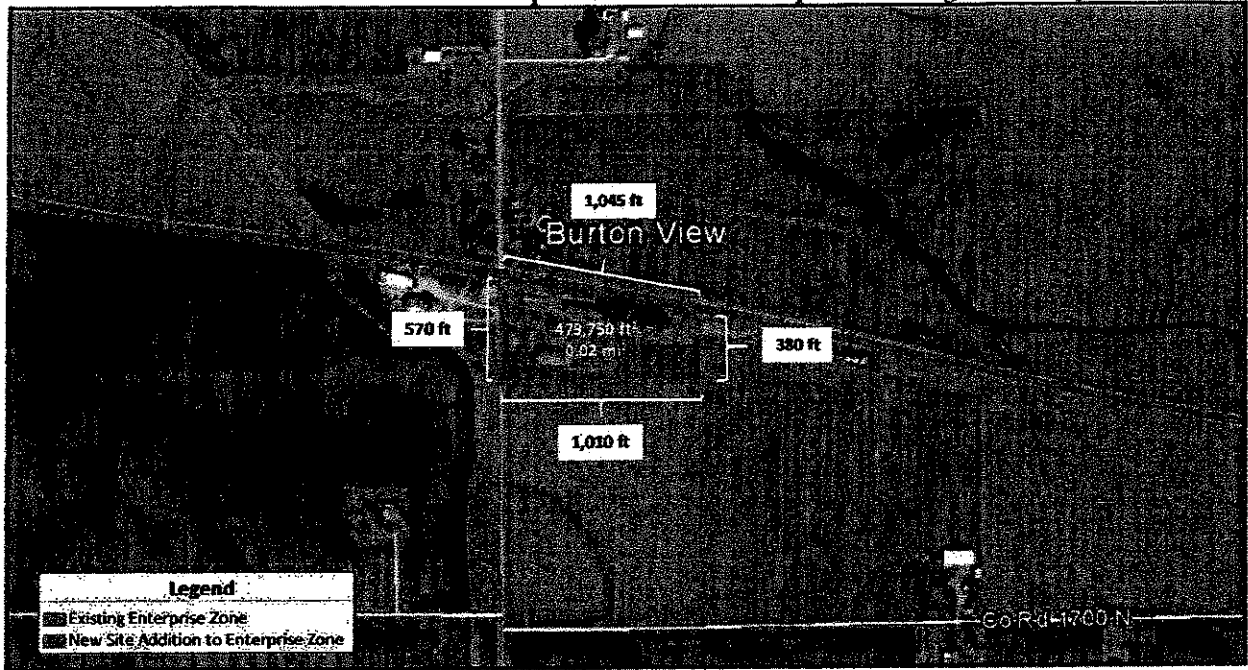
**Overview Map of Territory to be added**



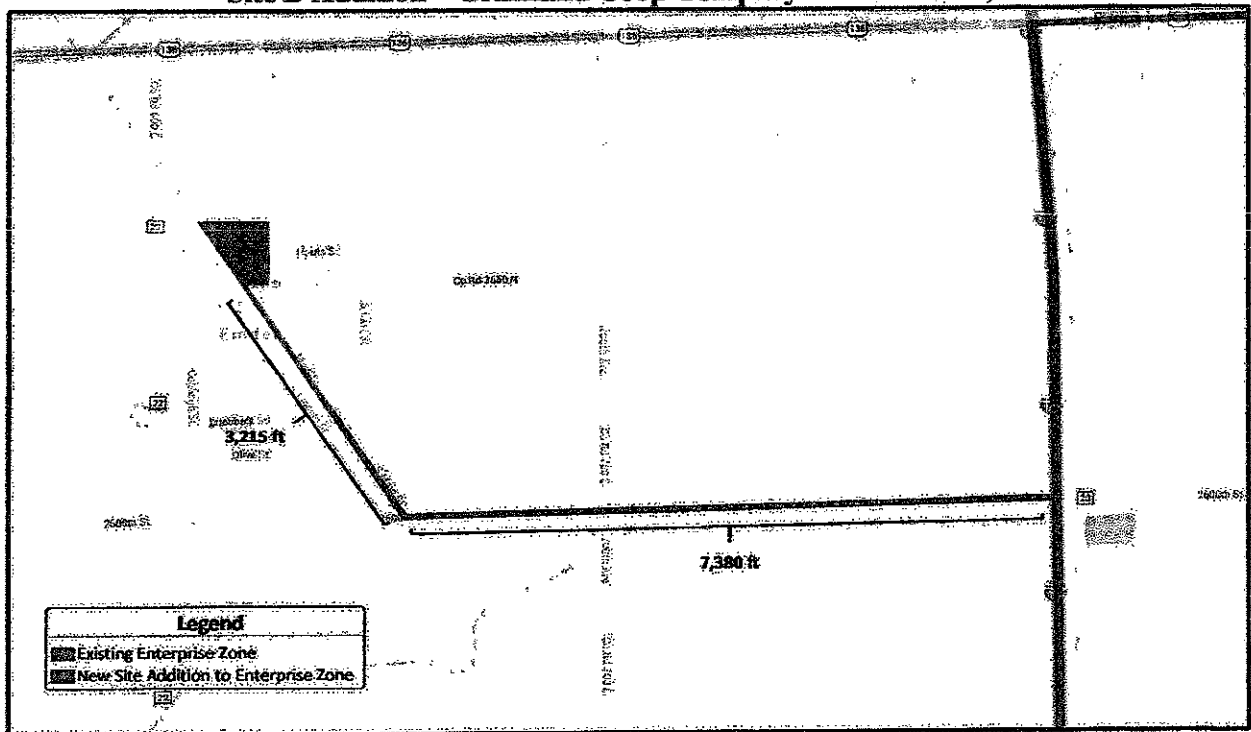
**Site A Addition – Burtonview Co-op Site in Logan County**



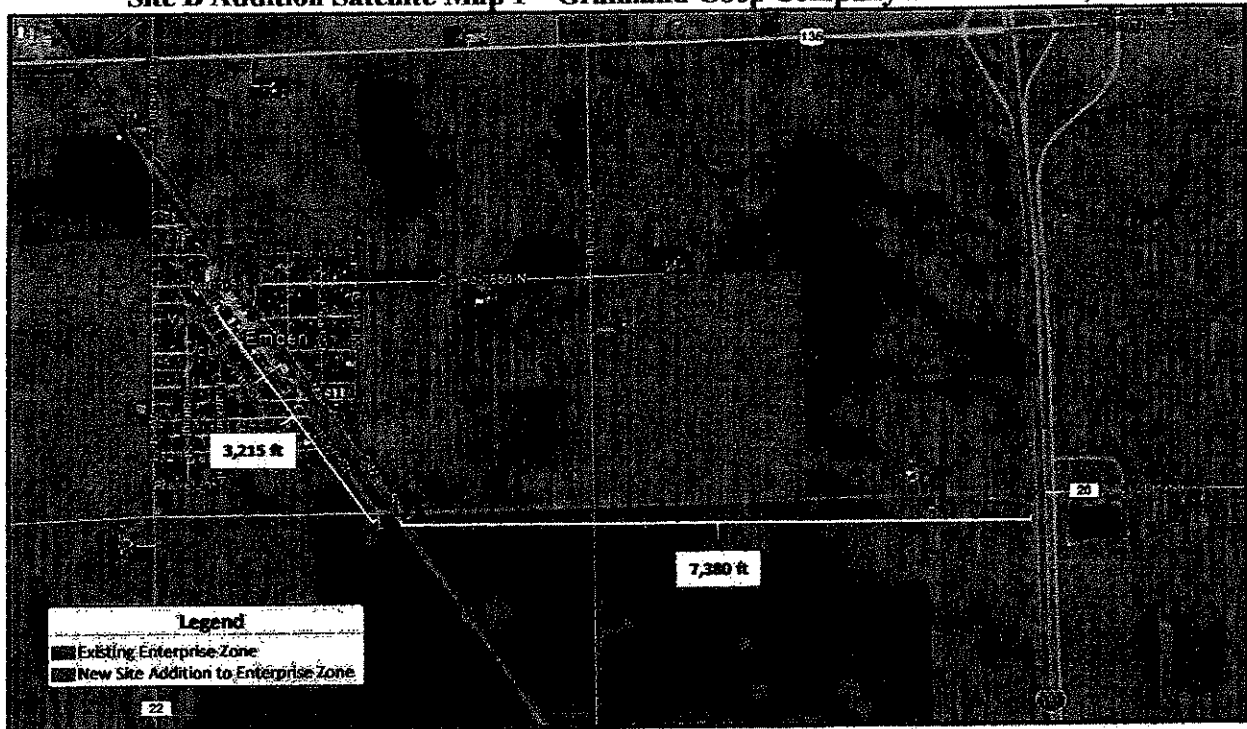
**Site A Addition Satellite Map – Burtonview Co-op Site in Logan County**



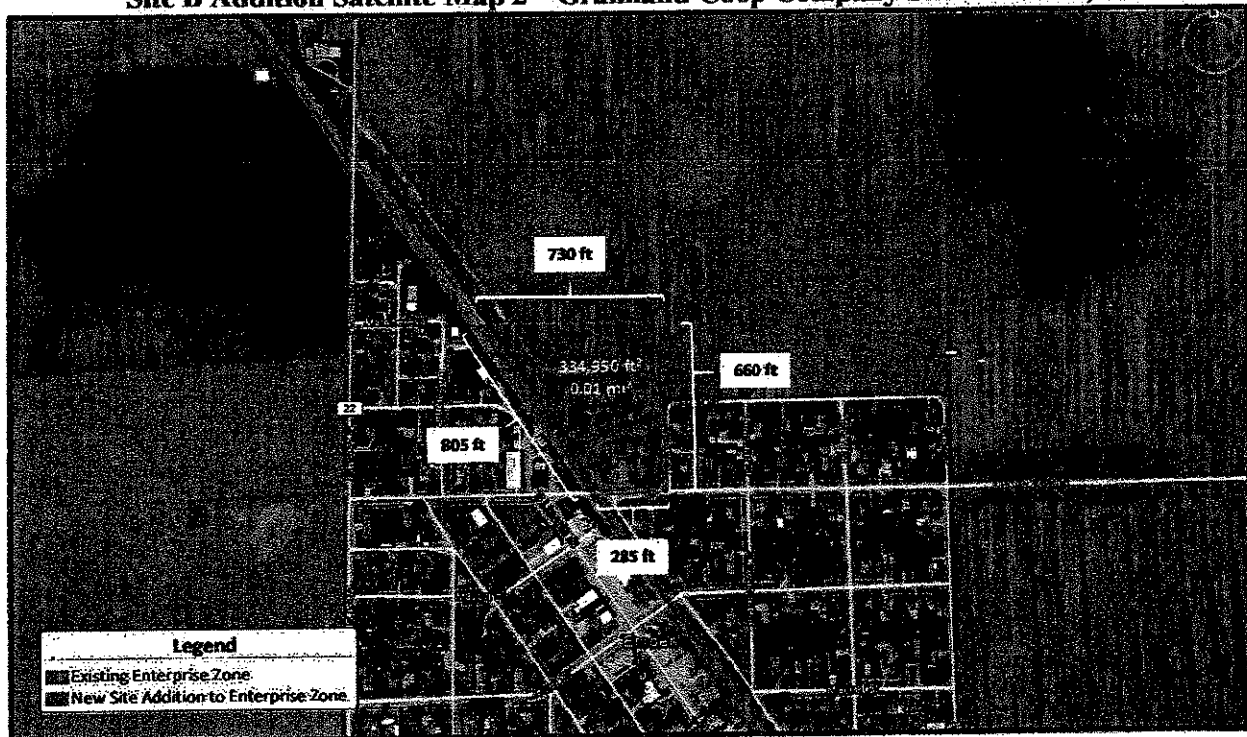
**Site B Addition – Grainland Coop Company Site in Emden, IL**



**Site B Addition Satellite Map 1 – Grainland Coop Company Site in Emden, IL**



**Site B Addition Satellite Map 2 – Grainland Coop Company Site in Emden, IL**



**EXHIBIT C**

**LINCOLN - LOGAN COUNTY ENTERPRISE ZONE**

Adding Burtonview Co-op Site in unincorporated Logan County, IL and  
Grainland Coop Company in Emden, IL

**Amendment to Enterprise Zone Intergovernmental Agreement**

**AMENDMENT TO THAT CERTAIN 1986, 1987 ENTERPRISE ZONE  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF LOGAN, THE CITY  
OF LINCOLN, THE COUNTY OF SANGAMON, THE VILLAGE OF ELKHART, THE  
COUNTY OF DEWITT, THE VILLAGE OF HARTSBURG, THE CITY OF ATLANTA, AND  
THE VILLAGE OF NEW HOLLAND**

**THIS AMENDMENT TO ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT**

(this "Amendment") is entered into by and between the City of Lincoln, Illinois, the County of Logan, Illinois, the Village of Elkhart, Illinois, the County of Sangamon, Illinois, the County of DeWitt, Illinois, the Village of Hartsburg, Illinois, the City of Atlanta, Illinois, the Village of New Holland, Illinois, and the Village of Emden, Illinois, the ("Units of Government").

**WITNESSETH:**

**WHEREAS**, Units of Government each adopted respective ordinances, as amended, establishing and designating an Enterprise Zone encompassing contiguous portions of the Units of Government (such zone, as amended, being the "Enterprise Zone");

**WHEREAS**, the City of Lincoln adopted Ordinance No. 219 on December 23, 1986 and Ordinance No. 222 on February 17, 1987, and the County of Logan adopted Ordinance No. 1986 on December 16, 1986, approving the execution by the City of Lincoln and the County of Logan of the "Enterprise Zone Intergovernmental Agreement" establishing the Enterprise Zone. Such Enterprise Zone Intergovernmental Agreement was amended by that certain "Amendment to the 1986, 1987 Enterprise Zone Intergovernmental Agreement," dated September 21, 2004 in order to, among other things, add the government units of the County of Sangamon and the Village of Elkhart to the Enterprise Zone. Such Enterprise Zone Intergovernmental Agreement was further amended by that certain "Amendment to the 1986, 1987 Enterprise Zone Intergovernmental Agreement," dated July 7, 2008 in order to, among other things, add the government unit of the County of DeWitt to the Enterprise Zone. Such Enterprise Zone Intergovernmental Agreement was further amended by that certain "Amendment to the 1986, 1987 Enterprise Zone Intergovernmental

Agreement,” dated on or around March 12, 2010 in order to, among other things, add the government unit of the Village of Hartsburg, the City of Atlanta and the Village of New Holland and has been previously and subsequently amended, from time to time to add and delete territory to the Enterprise Zone (such Enterprise Zone Intergovernmental Agreement and all other amendments, modifications or agreements relating thereto, being herein collectively referred to as, the “Intergovernmental Agreement”).

**WHEREAS**, the City of Lincoln and the County of Logan have received a request from the Village of Emden for an amendment to the Enterprise Zone to add the Village of Emden as a new unit of government to the Enterprise Zone and additional territory in the Village of Emden and unincorporated Logan County to the zone in order to assist Burtonview Co-op and Grainland Coop Company with proposed projects they have within the zone; and

**WHEREAS**, it would be in the best interest of the citizens of the Units of Government for the aforementioned property to be included in the Enterprise Zone.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein provided, the parties hereby agree as follows:

**SECTION ONE:** The Intergovernmental Agreement is hereby amended such that the real property which comprises the Enterprise Zone shall include that certain real property (the “Amended Territory”) legally described on Exhibit A attached hereto and made a part hereof (which real property is also depicted on that certain map attached hereto and made a part hereof as Exhibit B); and that the Amended Territory is hereby designated part of the Enterprise Zone pursuant to and in accordance with the Illinois Enterprise Zone Act (20 ILCS 655/1 et seq.).

**SECTION TWO:** The Intergovernmental Agreement is hereby further amended to reflect the City of Lincoln Ordinance attached hereto and made a part hereof as Exhibit C, the County of Logan Ordinance attached hereto and made a part hereof as Exhibit D, the County of Sangamon Ordinance attached hereto and made a part hereof as Exhibit E, the Village of Elkhart Ordinance attached hereto and made a part hereof as

Exhibit F, the County of DeWitt Ordinance attached hereto and made part hereof as Exhibit G, the Village of Hartsburg Ordinance attached hereto and made part hereof as Exhibit H, the City of Atlanta Ordinance attached hereto and made part hereof as Exhibit I, the Village of New Holland Ordinance attached hereto and made part hereof as Exhibit J, and the Village of Emden Ordinance attached hereto and made part hereof as Exhibit K (collectively, the “Ordinances”). In confirmation and furtherance thereof, in the event of any conflict or inconsistency between the term and provisions of the Ordinances and the Intergovernmental Agreement (without giving effect to this Amendment), the terms and provisions of the Ordinances shall govern and control and the conflicting and inconsistent terms and provisions of the Intergovernmental Agreement (without giving effect to this Amendment) shall no longer have any force or effect.

**SECTION THREE:** Except as otherwise amended or provided in this Amendment, the Original Intergovernmental Agreement attached hereto and made part hereof as Exhibit L, shall remain in full force and effect.

**SECTION FOUR:** This agreement may be amended from time to time only by written agreement of the parties, provided, however, that the City of Lincoln and the County of Logan may seek to amend the boundaries of the Enterprise Zone within their own boundaries, add additional territory and units of government or delete enterprise zone territory in the Village of Elkhart, County of Sangamon, County of DeWitt, Village of Hartsburg, City of Atlanta, Village of New Holland, and Village of Emden providing they receive approval of the State Agency in charge of such approval, without the need to further amend this Agreement; and further, by execution of this agreement the Village of Elkhart, County of Sangamon, County of DeWitt, Village of Hartsburg, City of Atlanta, Village of New Holland, and Village of Emden consent to such changes by the City of Lincoln and County of Logan. If requested by the City of Lincoln or County of Logan, the Corporate Authorities of the Village of Elkhart, County of Sangamon, County of DeWitt, Village of Hartsburg, City of Atlanta, Village of New Holland, and Village of Emden shall enact ordinances acknowledging this limited consent to such boundary change(s).

IN WITNESS WHEREOF, on behalf of the units of government, the Mayor of the City of Lincoln, Illinois, the Chairman of the County of Logan, Illinois, the Village President of the Village of Elkhart, Illinois, the Chairman of the County of Sangamon, Illinois, the Chairman of the County of DeWitt, Illinois, the Village President of the Village of Hartsburg, Illinois, the Mayor of the City of Atlanta, Illinois, the Village President of the Village of New Holland, Illinois, and the Village President of the Village of Emden, Illinois, respectively, approve, accept and execute this Amendment this \_\_\_\_ day of \_\_\_\_ 2014.

\_\_\_\_\_  
Keith Snyder, Mayor, City of Lincoln

\_\_\_\_\_  
Robert D. Farmer, Chairman, Logan County

\_\_\_\_\_  
Lyle Fout , President, Village of Elkhart

\_\_\_\_\_  
A. D. VanMeter, Chairman, Sangamon County

\_\_\_\_\_  
David Newberg, Chairman, DeWitt County

\_\_\_\_\_  
Norma Bathe, President, Village of Hartsburg

\_\_\_\_\_  
Fred Finchum, Mayor, City of Atlanta

\_\_\_\_\_  
Suzie Aper, President, Village of New Holland

\_\_\_\_\_  
Ivan Rademaker, President, Village of Emden

**CERTIFIED COPY**

**STATE OF ILLINOIS     )**  
**CITY OF LINCOLN       )**

I, Susan Gehlbach, Clerk of the City of Lincoln, State of Illinois do hereby certify that the foregoing and hereto attached contains a full, true and correct copy of Ordinance No. \_\_\_\_\_ **AN ORDINANCE AMENDING ORDINANCES WHICH ESTABLISHED AN ENTERPRISE ZONE ENCOMPASSING CONTIGUOUS PORTIONS OF THE CITY OF LINCOLN, THE COUNTY OF LOGAN, THE COUNTY OF SANGAMON, THE COUNTY OF DEWITT, THE VILLAGE OF ELKHART, THE VILLAGE OF HARTSBURG, THE CITY OF ATLANTA, THE VILLAGE OF NEW HOLLAND, AND THE VILLAGE OF EMDEN (AND ALL AMENDATORY ORDINANCES THERETO)** and the same appears of Record and on the files in my office remaining.

**IN WITNESS WHEREOF**, I have hereto set my hand and affixed the corporate seal of the said City of Lincoln, State of Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Susan Gehlbach, City Clerk

**CERTIFIED COPY**

STATE OF ILLINOIS     )  
CITY OF LINCOLN        )

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\_\_\_\_\_  
Susan Gehlbach, City Clerk

**CERTIFIED COPY**

**STATE OF ILLINOIS     )**  
**CITY OF LINCOLN        )**

I, Susan Gehlbach, Clerk of the City of Lincoln, State of Illinois do hereby certify that the foregoing and hereto attached contains a full, true and correct copy of **AMENDMENT TO THAT CERTAIN 1986, 1987 ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LINCOLN, THE COUNTY OF LOGAN, THE COUNTY OF SANGAMON, THE VILLAGE OF ELKHART, THE COUNTY OF DEWITT, THE VILLAGE OF HARTSBURG, THE CITY OF ATLANTA, AND THE VILLAGE OF NEW HOLLAND** and the same appears of Record and on the files in my office remaining.

**IN WITNESS WHEREOF**, I have hereto set my hand and affixed the corporate seal of the said City of Lincoln, State of Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Susan Gehlbach, City Clerk







CITY OF LINCOLN, ILLINOIS  
700 BROADWAY ST., P.O. BOX 509  
LINCOLN, IL 62656

February 6, 2015

TO: Mayor Keith Snyder  
City Aldermen  
Clay Johnson, City Administrator  
Chuck Conzo, City Treasurer  
Tim Ferguson, EMC Facility Manager

FROM: Susan Gehlbach, City Clerk

The chart below represents the breakdown of the past due sewer balances as of 01/30/15. These accounts are divided into three periods, 0-45 days, 46-90 days and over 90 days. The Monthly sewer balance total includes International Paper, one prison and LDC as of January 30, 2015.

Reports	0-45 Days	46-90 Days	Over 90 Days	Total
Monthly	\$ 30,918.90	\$ 18,609.46	\$ -	\$ 49,528.36
Commercial	\$ 4,118.41	\$ 176.40	\$ 709.95	\$ 5,004.76
Northeast	\$ 1,490.00	\$ 1,505.05	\$ 17,757.22	\$ 20,752.27
South	\$ 4,708.53	\$ 7,402.94	\$ 37,701.82	\$ 49,813.29
Northwest	\$ 17,216.84	\$ 895.20	\$ 18,559.92	\$ 36,671.96
TOTALS	\$ 58,452.68	\$ 28,589.05	\$ 74,728.91	\$ 161,770.64

Please note as of January 30, 2015 (accounts that are 90 days or more past due) totaled \$74,728.91. We have authorized IL-AWC to disconnect water service to 150 properties with allowing 132 reconnections (due to payment in full) since February, 2012. There are 25 properties in foreclosure and/or bankruptcy; with a total of \$36,351.50 (included in above past due residential totals).

The Monthly & Northeast Sections were billed on 01/30/15.

Monthly - January	\$80,095.26
Northeast - Nov/Dec/Jan	\$80,322.00
TOTAL	\$160,417.26

The total amount of sewer receipts collected for the month of January, 2015:  
\$317,486.09 cash & checks  
+ 18,442.82 debit/credit payments (E-Pay)  
\$335,486.91 total for January 2015

The Sewer Department collected \$1,265.00 from one (1) sewer account out of five (5) accounts that were recalled from Midwest Credit Collections. This brings the total past due amount the Clerk's office has collected since 01/01/12 to \$136,054.09 (approx. 78.8%) on 153 properties; \$3,412.28 (approx. 2%) on 5 properties have been written off due to Bankruptcy, Tax Deed and US Marshall sales; and \$33,165.02 (approx. 19.2%) on 19 properties are left to be collected, on the original \$172,631.39 (176 properties) outstanding sewer balances.



# LINCOLN FIRE DEPARTMENT

*Fire ~ Rescue ~ Life Safety*

700 Broadway - Lincoln, IL 62656

Phone 217-735-4020 - Fax 217-732-2145

[www.cityoflincoln-il.gov](http://www.cityoflincoln-il.gov)



## JANUARY ACTIVITY REPORT 2015

Emergency runs for January 2015 included the Lincoln Firefighters responding to 176 alarms; 2 building fires and 3 cooking fires, 10 false alarms, 1 carbon monoxide incident and 4 motor vehicle accidents.

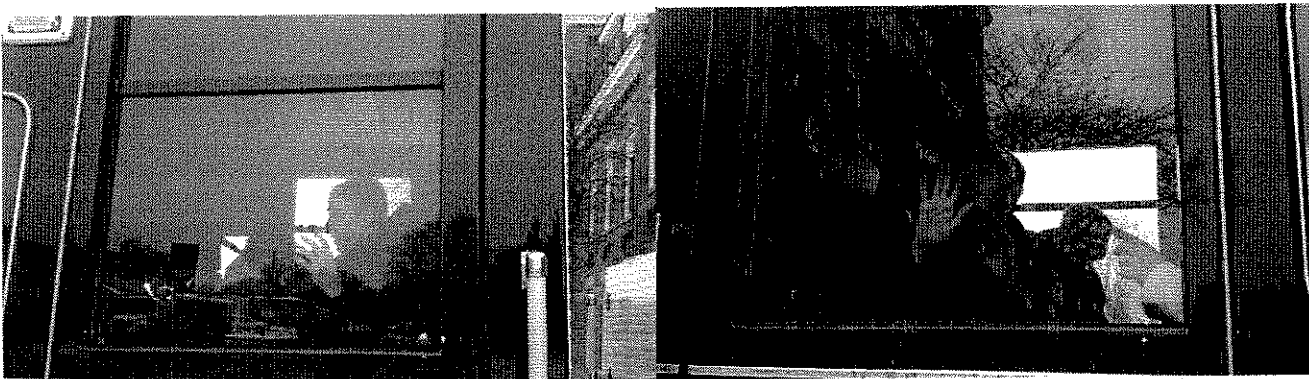
Fire related runs	49
EMS related runs	122
Rescue related runs	5

Well kicking off 2015 things have slowed a bit but Firefighters responded on two working structure fires and as we have seen in the past a steady report of cooking fires. Treacherous weather has kept crews responding to motor vehicle accident including rollovers and entrapment.

Here at the Fire Station Lincoln High School helpers have returned from Christmas break and are hard at work. Brock and Kody have been shredding papers for the Fire Department as well as the Clerk's office. The boys with their teacher attendants clean the fire station offices and hallway doing a spectacular job. The boys are learning responsibilities and beginning to work on track.

Plan reviews continue as firefighters visit many of our commercial businesses and plan for events by understanding what loads are present in buildings as well as entry and access routes throughout the commercial buildings. This activity helps Lincoln Fire Department in its efforts to give back to the community in providing fire safety tips, and code compliance.

Training in January includes annual respiratory protection fit testing, hazardous materials refresher, annual records review for staff, SCBA refresher and consumption course training.



Respectfully,  
*Mark Miller*  
Chief Miller

LINCOLN POLICE DEPARTMENT

CHIEF KEN GREENSLATE



DEPUTY CHIEF PAUL ADAMS

**Activity Summary for January 2015**

	This Month	Year to Date
Traffic Citations	103	103
Written Warnings	98	98
Traffic Accidents	26	26
Total Incidents Responded	1081	1081
Crime Reports Taken	154	154
Adult Arrests	86	86
Juveniles Processed	11	11
Circuit Clerk Fines	\$4,972.51	\$4,972.51
Parking Meter Collections	\$500.00	\$500.00



**AMERICAN WATER**  
**Contract Services Group**

150 West Kickapoo Street  
Lincoln, Illinois 62656  
[www.amwater.com](http://www.amwater.com)

P 217.732.4030  
F 217.732.8596

February 10, 2015

CITY OF LINCOLN  
700 Broadway Street  
Lincoln, Illinois 62656

**Monthly Sewer Operations Report**

Dear Alderman:

American Water Contract Services is pleased to present the monthly operations report for January, 2015. This report contains information on the following:

- General Information,
- Facility Operations,
- Lift Station Operations,
- Collection System Operations,
- Maintenance and Repair Budget,
- Safety and Training

Please feel free to contact me with any questions or comments, or if you would like copies of any of the attachments listed above. American Water Contract Services greatly appreciates the opportunity to provide service, as well as, continue our partnership with the City of Lincoln.

Sincerely,

Timothy D Ferguson  
Facility Manager

**1.0 GENERAL INFORMATION**

- The facility received 2.3 inches of precipitation in January.

**2.0 FACILITY OPERATIONS**

**2.1 Influent Quality**

Table 2.1, indicates the influent quality for the month of January.

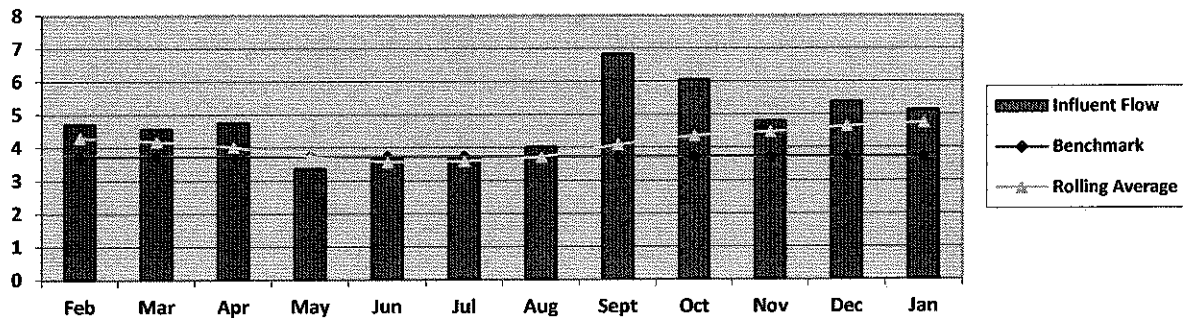
**Table 2.1, Influent Quality**

PARAMETER	MONTHLY AVERAGES
Biological Oxygen Demand (BOD <sub>5</sub> )	126 mg/l
Total Suspended Solids (TSS)	123 mg/l
Ammonia Nitrogen (NH <sub>3</sub> -N)	12.8 mg/l

**2.2 Influent Flow Benchmark**

Graph 2.2, compares the fiscal year's flow with the 2004/2005 benchmark. As indicated by Graph 2.2, the annual benchmark for influent flow is 3.73 MGD. The 12 month rolling average is 4.75 MGD.

**Graph 2.2, Influent Flow**



**2.3 Effluent Quality**

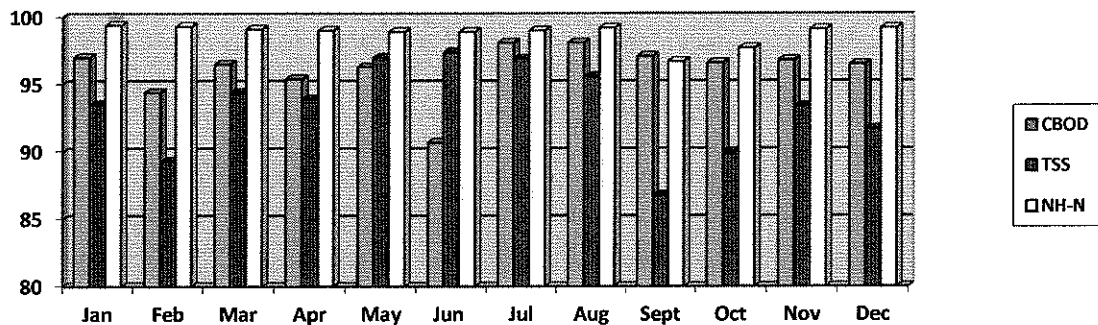
The effluent quality at the facility consistently met permit limits during this reporting period. Table 2.3, compares the effluent quality with the NPDES permit limits.

**Table 2.3, Effluent Quality**

PARAMETER	PERMIT LIMITS	MONTHLY AVERAGES
Biochemical Oxygen Demand (CBOD <sub>5</sub> )	20 mg/L	4.4 mg/L
Total Suspended Solids (TSS)	25 mg/L	10.18 mg/L
Ammonia Nitrogen (NH <sub>3</sub> -N)	4.0 mg/L	.1 mg/L

The Wastewater Treatment Facility has performed well over the past reporting period. Graph 2.3, illustrates the removal rate the facility achieved on the three above parameters. The annual average removal rate for BOD was 96.5%, TSS was 91.7%, and the NH<sub>3</sub>-N was 99.2%.

**Graph 2.3, Removal Rate (Percentage)**



#### **2.4 Scheduled and Unscheduled Maintenance and Repair**

The following is a list of the major preventive maintenance or repair tasks that were performed within the facility during the reporting period.

- Final repairs made to the furnace for the Sludge Press Building
- Replaced control breaker on Scum Pump Station
- Addressed a clogged drain to the Sludge Pump Building
- Installed new heaters in the Influent VFD Cabinets
- Altorfer replaced a bad engine heater on the WWTP Main Generator unit.

#### **3.0 LIFT STATION OPERATIONS**

The lift stations performed well in during the reporting period. The following is a list of major preventive maintenance or repair tasks that were performed within the facility during the reporting period.

- No major issues to report

**4.0 COLLECTION SYSTEM OPERATIONS AND MAINTENANCE**

**4.1 Cleaning and Televising**

Table 4.1, displays the cleaning and televising information for the reporting period and the fiscal year.

**Table 4.1, Cleaning and Televising**

Footage Cleaned	8,360
Double Footage Cleaned	2,932
YTD Footage Cleaned	67,512
Footage Televised	0
YTD Footage Televised	1,845.6
Number of Days on Repairs	9
Number of Catch Basins Cleaned	50

**4.2 Scheduled and Unscheduled Maintenance and Repair**

The following is a list of the major preventive maintenance or repair tasks that were performed within the collection system during the reporting period.

- Continued working on finalizing the Pulaski St Project with Stark Excavation.
- Worked with homeowner on Woodlawn Rd to identify a tap location
- Responded to a report of a sewer backup on Northbrook Ct. Homeowner has submitted bill for repairs made to his sewer line that were completed after the Sewer Dept cleared the obstruction.

**4.3 Utility Locating**

The City of Lincoln received 51 requests for utility locations during the reporting period. The City has received 1469 requests for the fiscal year.

**5.0 MAINTENANCE AND REPAIR BUDGET**

Table 5.1, displays the current months M & R expenditures and compares the year-to-date expenditures with the current year's budget. The following table includes expenditures for the Treatment Facility, Collection System, and Lift Stations.

**Table 5.1, Maintenance and Repair Budget\***

PERIOD	EXPENDITURES	BUDGET	VARIANCE
Current Month	\$8,052.26	\$6,275.00	-\$1,777.26
Fiscal Year	\$50,725.43	\$56,475.00	\$5,749.57

## ***7.0 Safety and Training***

The Facility received a 98% safety rating for January.

The January safety training was on Chlorine Safety and Injury Prevention/Reporting

**American Water/EMC has worked 89 consecutive days without a lost time accident.**

### Attachments

KPI Client Facing Report

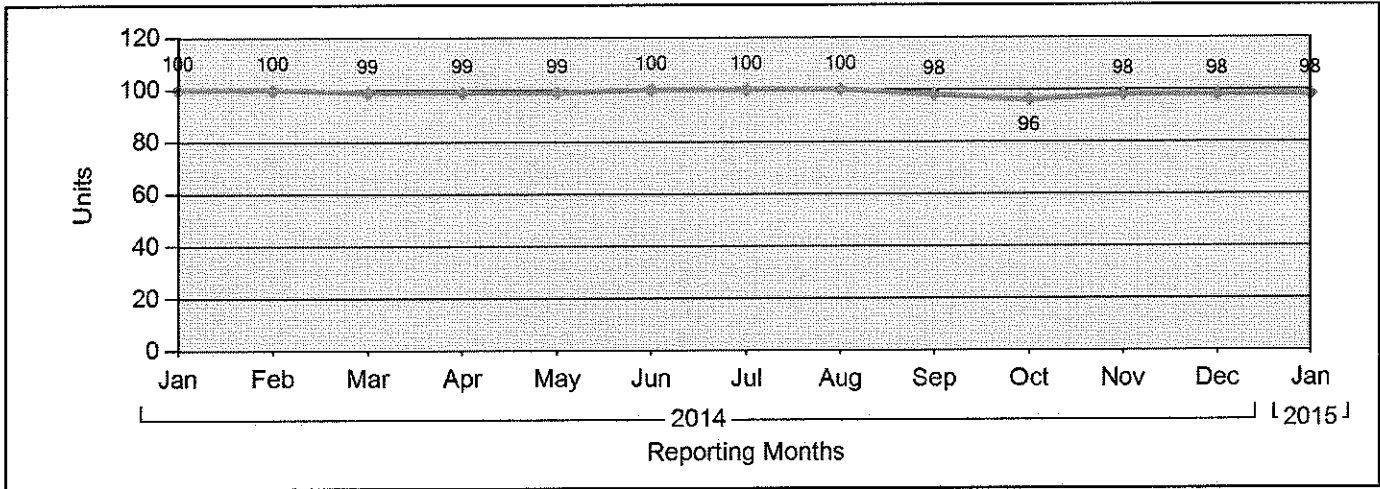
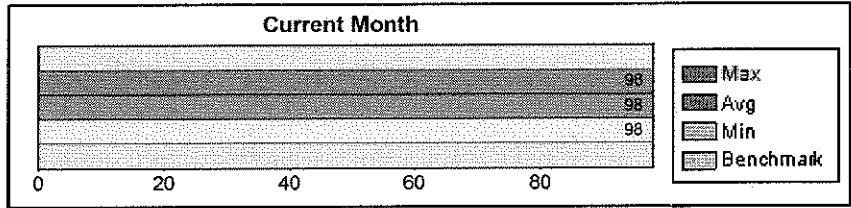
Collection System Maps and Report



AMERICAN WATER  
Contract Services

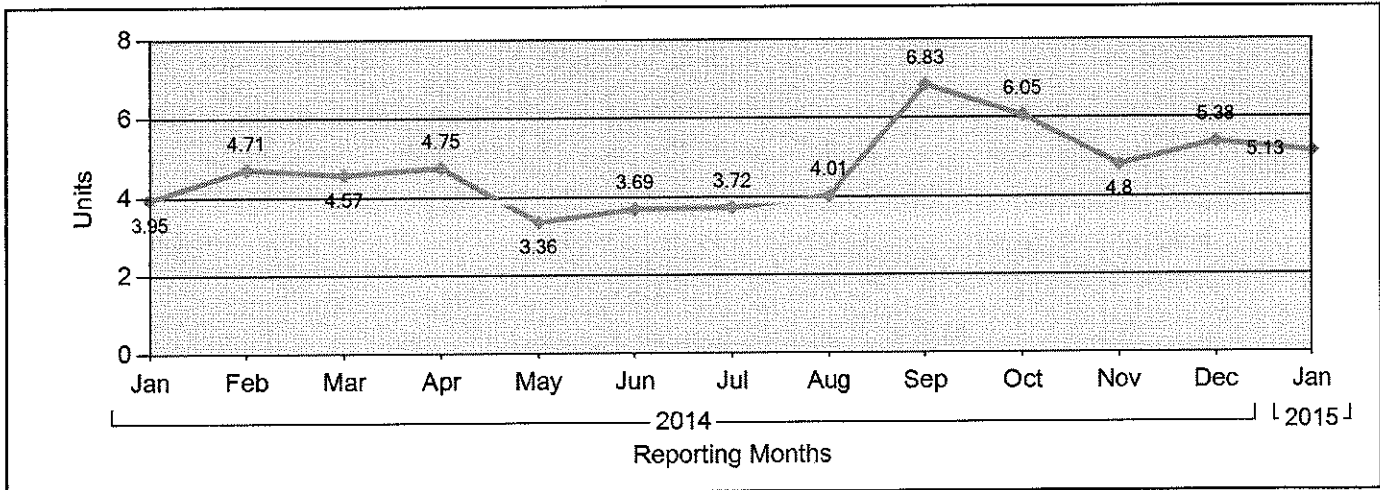
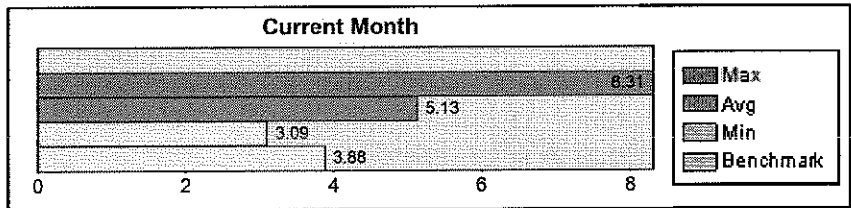
Reporting Variable:  
Monthly Safety Inspection

Units= %



Reporting Variable:  
Influent Flow DAF

Units= MGD



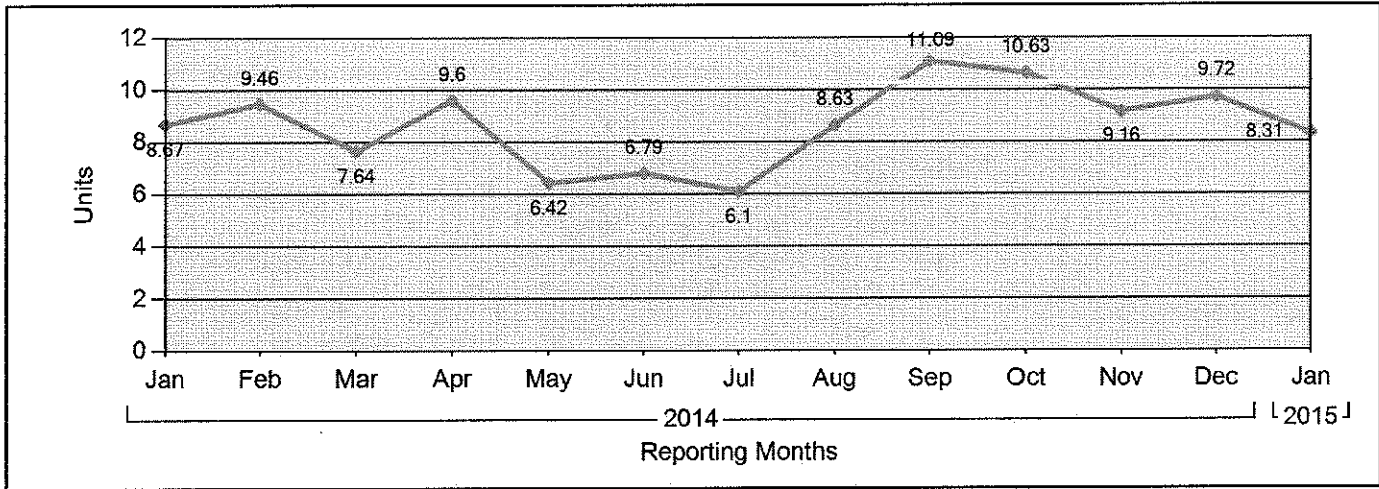
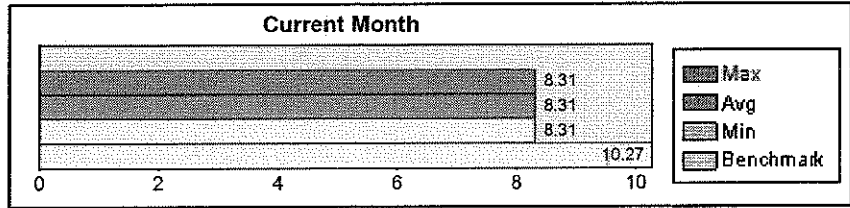


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Contract Services

Reporting Variable:

Influent Flow DMF

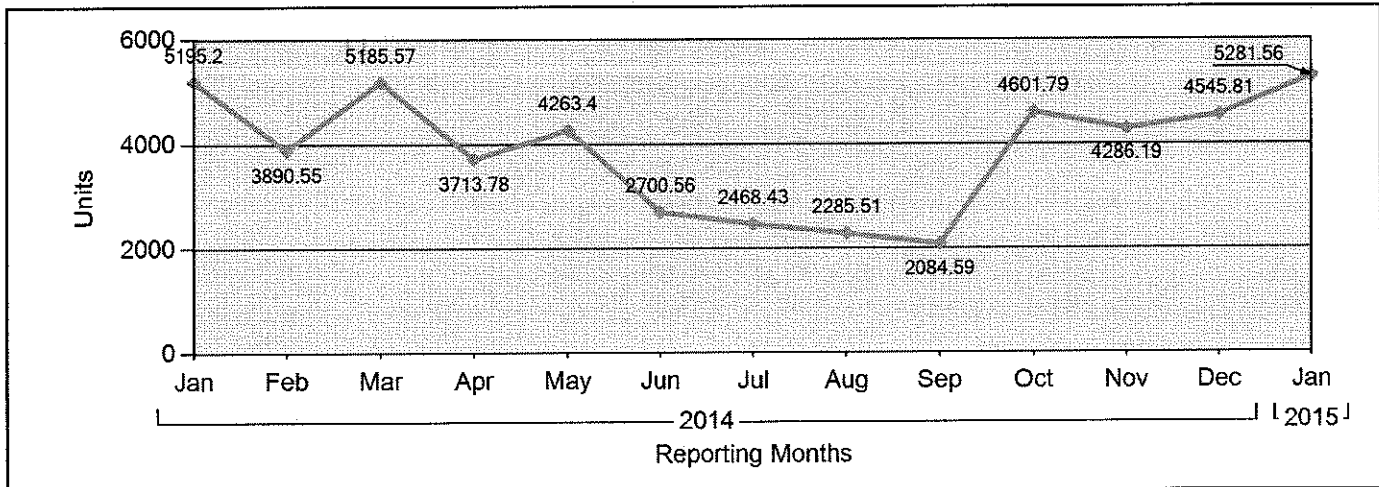
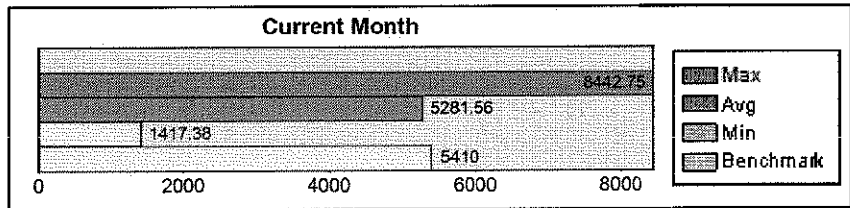
Units= MGD



Reporting Variable:

Influent BOD Load

Units= lbs/day



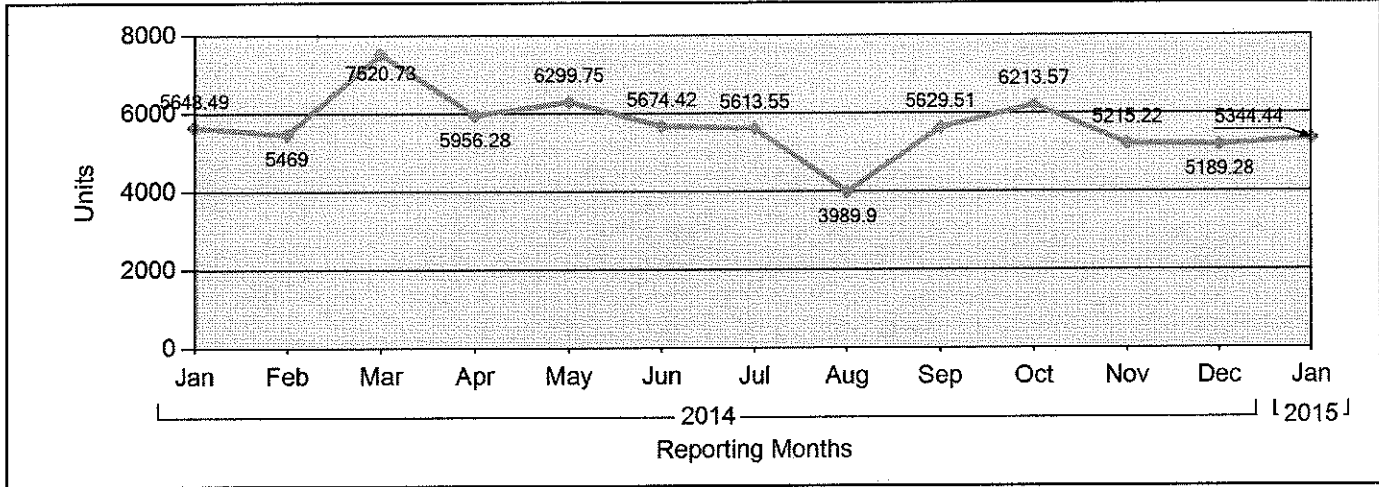
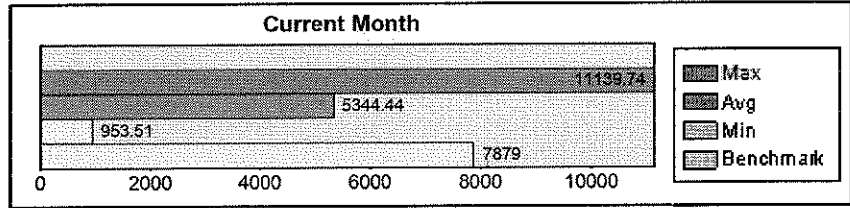


AMERICAN WATER  
Contract Services

Reporting Variable:

Influent TSS Load

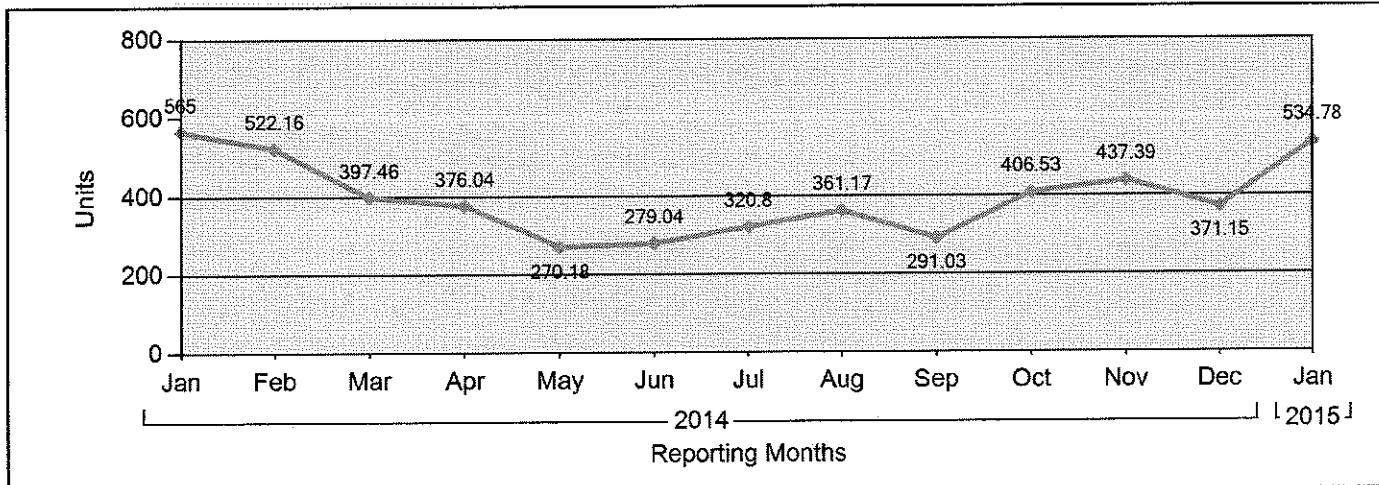
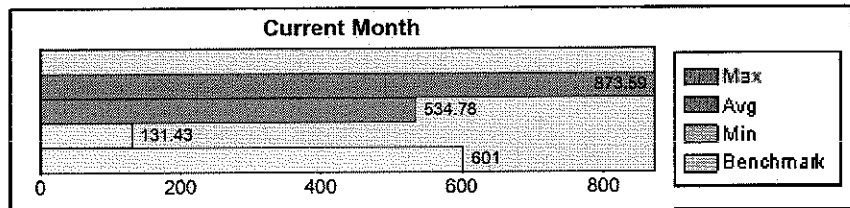
Units= lbs/day



Reporting Variable:

Influent NH3-N Load

Units= lbs/day



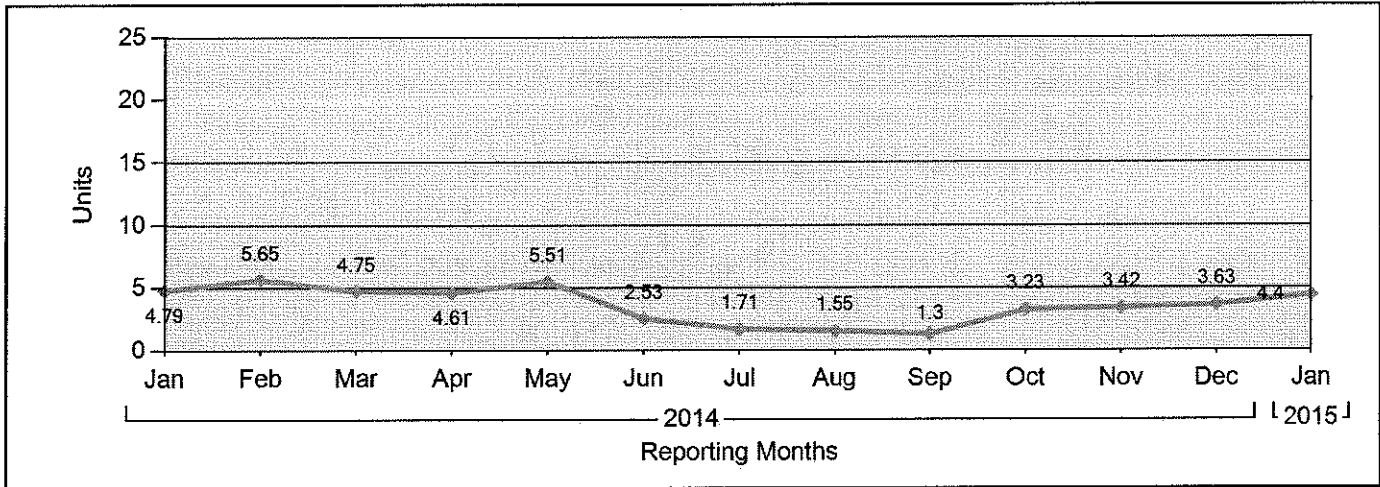
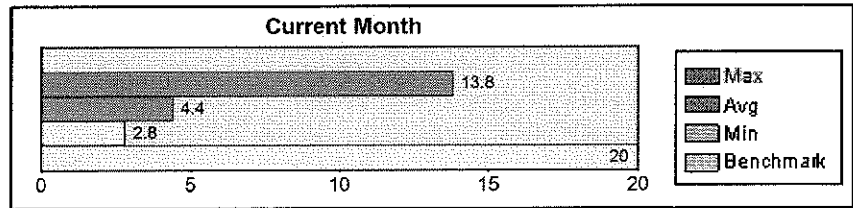


AMERICAN WATER  
Contract Services

Reporting Variable:

Effluent CBOD

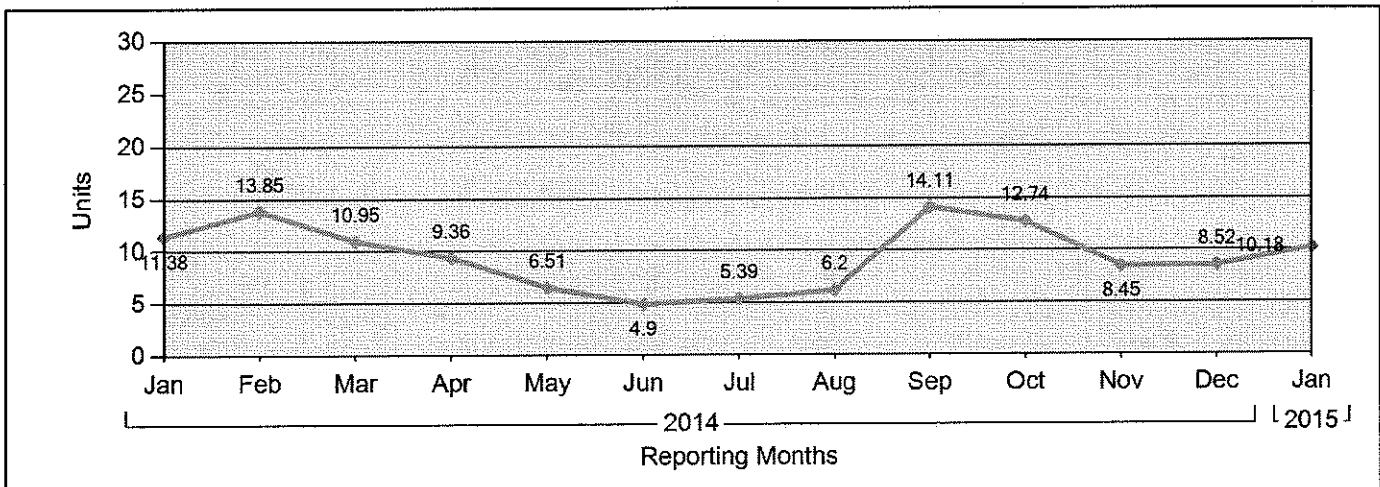
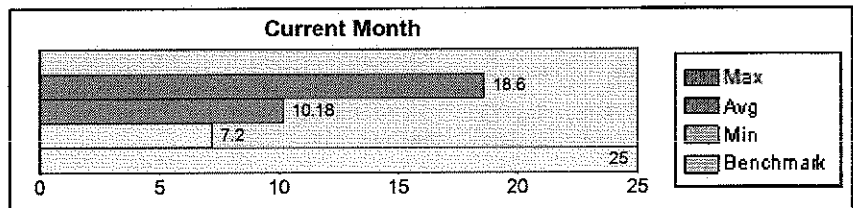
Units= mg/l



Reporting Variable:

Effluent TSS

Units= mg/l



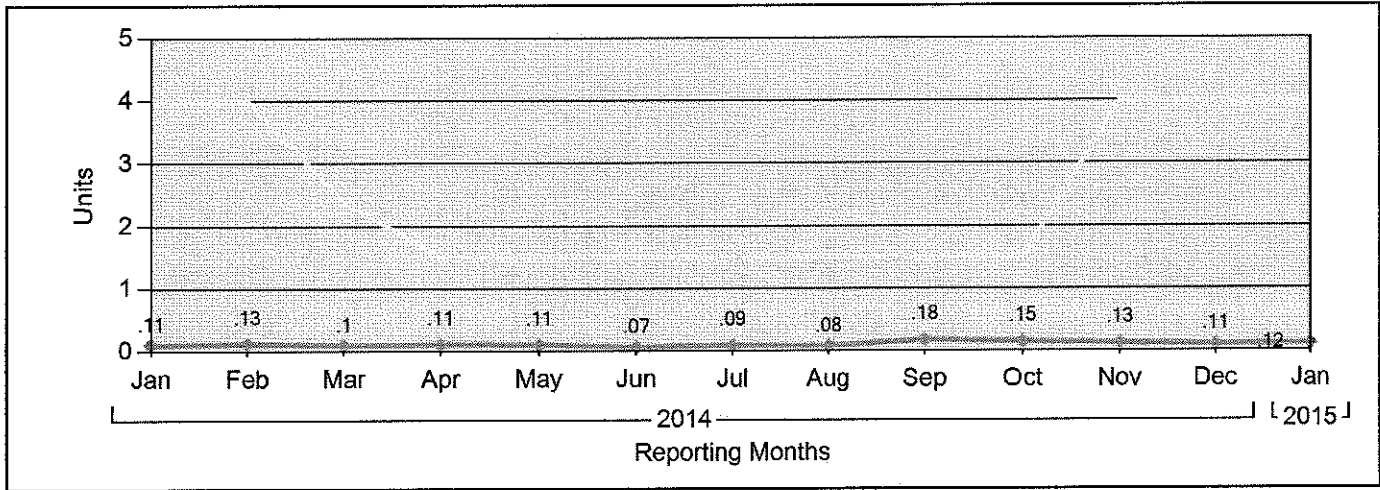
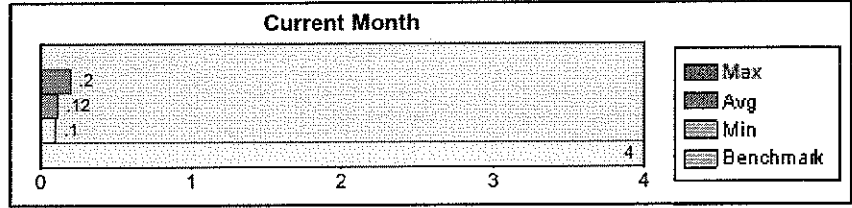


AMERICAN WATER  
Contract Services

Reporting Variable:

Effluent NH3-N

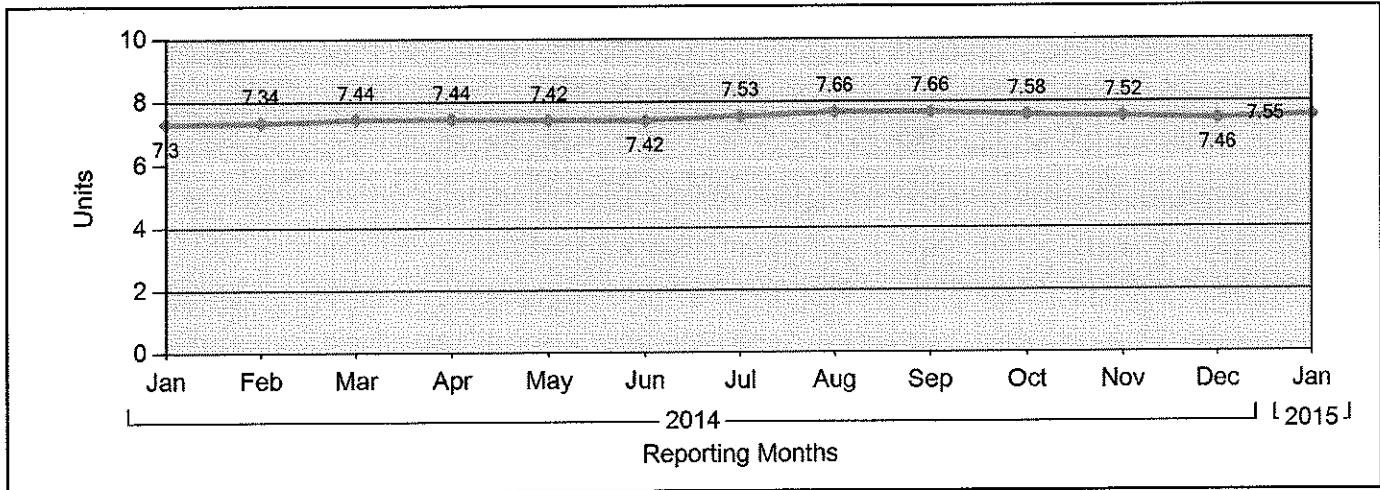
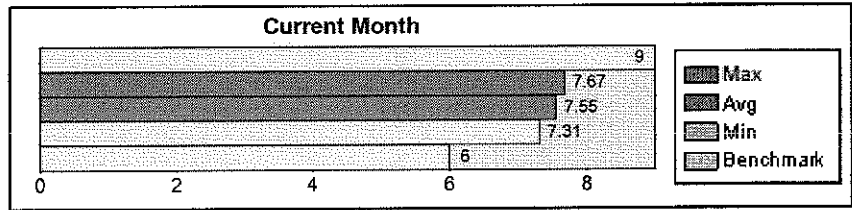
Units= mg/l



Reporting Variable:

Effluent pH

Units= SU



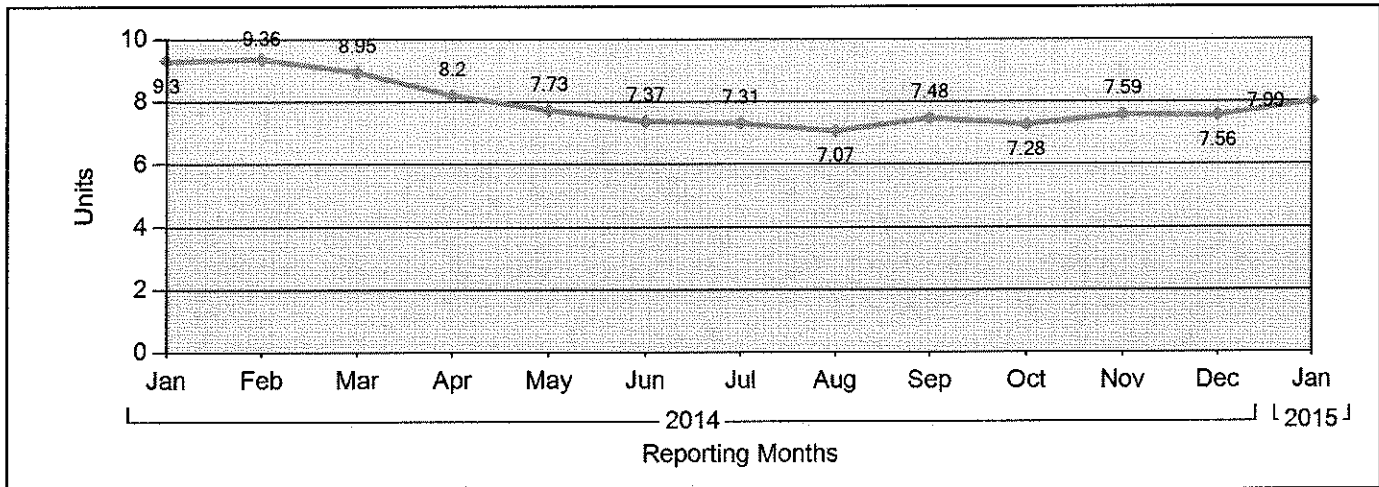
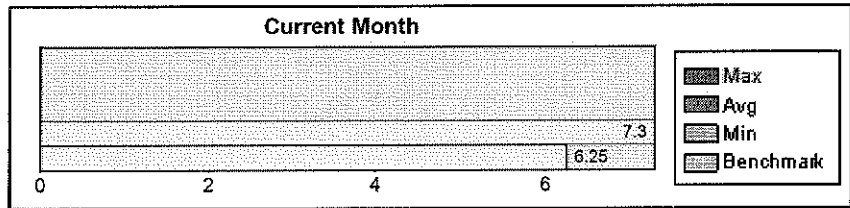


**AMERICAN WATER**  
**Contract Services**

Reporting Variable:

Effluent Do (MIN)

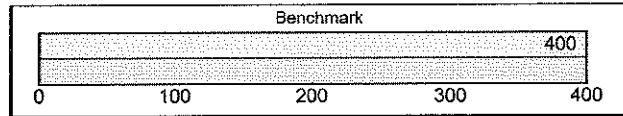
Units= mg/L



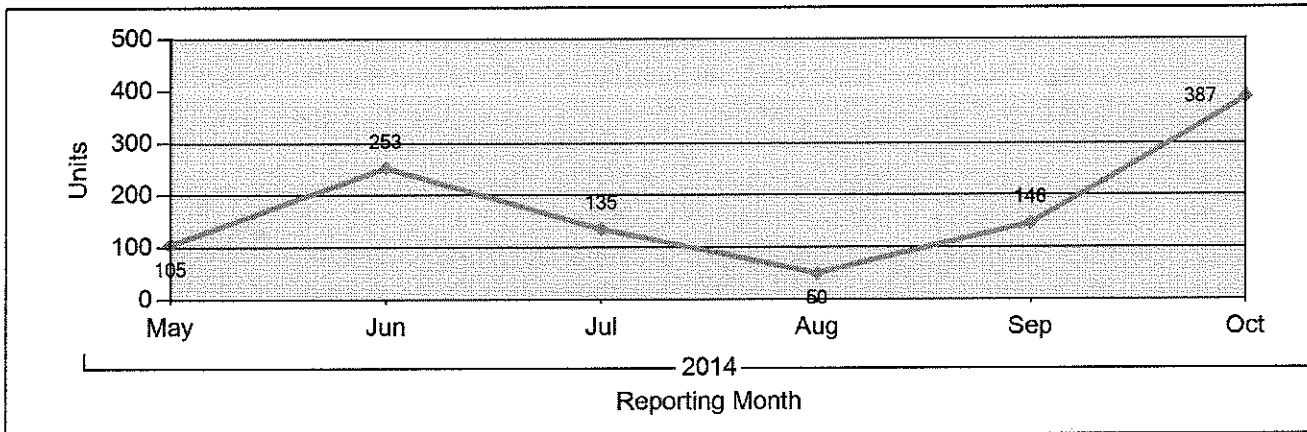


**AMERICAN WATER**  
Contract Services

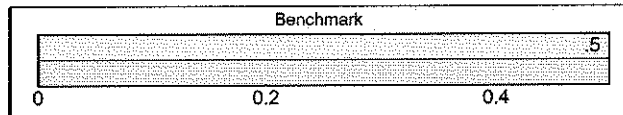
Reporting Variable:  
Effluent Fecal Maximum



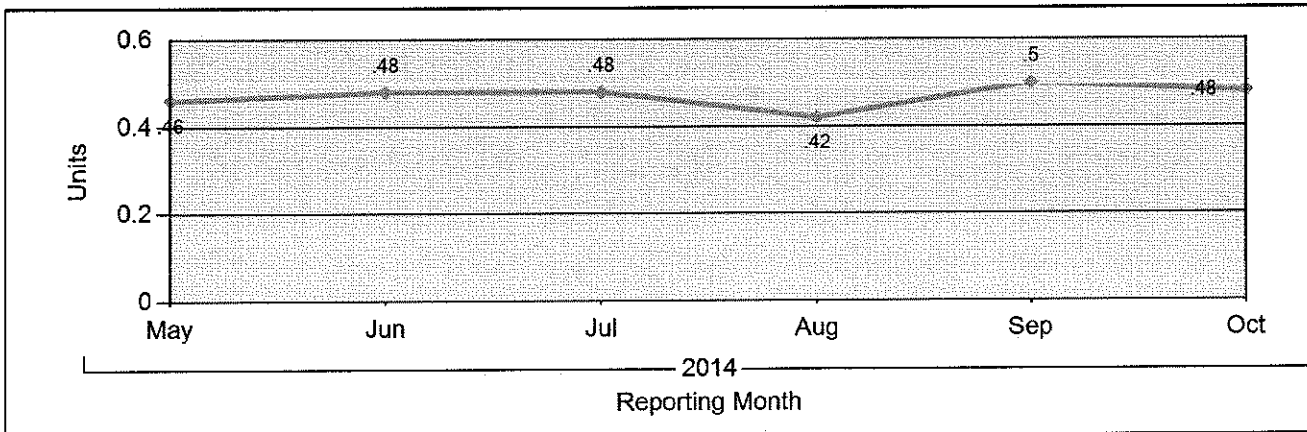
Units= col/100ml



Reporting Variable:  
Effluent CL2



Units= mg/l

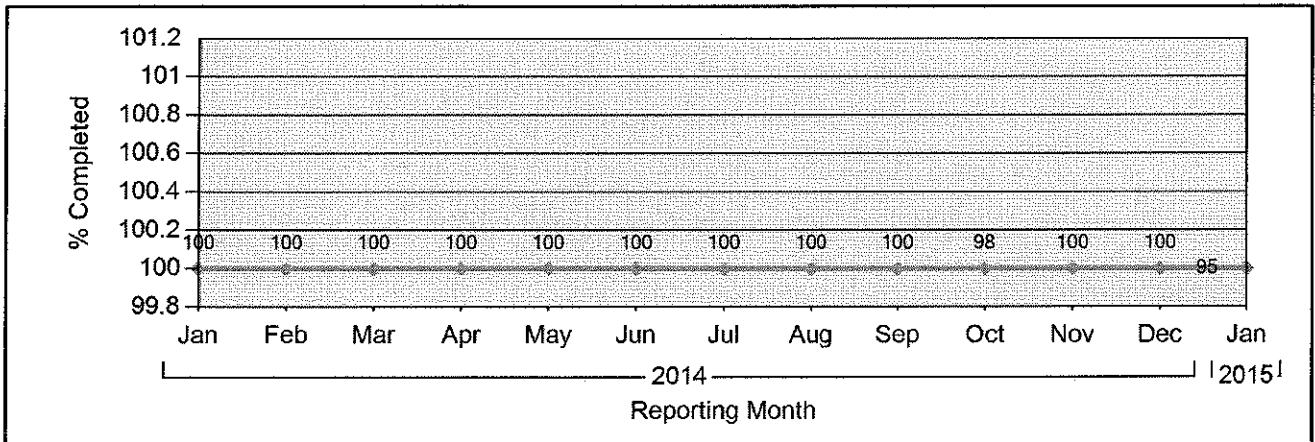
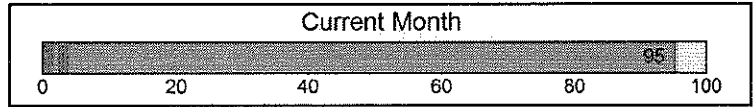




AMERICAN WATER  
Contract Services

Reporting Variable:

Work Orders



RECEIVED

JAN 05 2015

CITY CLERK  
LINCOLN, ILLINOIS

Date: 01-04-15

WE, THE UNDERSIGNED OF THE CITY OF LINCOLN, DO HEREBY  
RESPECTFULLY REQUEST THE HONORABLE MAYOR AND CITY ALDERMEN  
TO PERMIT

The Railsplitter Antique Auto Club would like to host a monthly Cruise-in from  
5PM to 9 PM on the fourth Saturday of the every month from May to Sept, excluding  
August. During these hours, we would like to block off/barricade <sup>the streets below.</sup> ~~one block of Kickapoo~~  
~~St. from Pulaski St. to Broadway St, and also Broadway St from Kickapoo St to McLean~~  
~~St.~~ The dates are as follows; May 23, June 27, July 25, August 22<sup>nd</sup>, and September 26<sup>th</sup>.

James D. Loeffler  
Cruise In Coordinator, RAAC  
502 Short Tenth St.  
Phone- 217-871-8431

May 23 - Broadway from McLean to Kickapoo, plus the courthouse  
side of Kickapoo from Broadway to Pulaski

June 27 - Kickapoo from Broadway to Pulaski, plus the courthouse  
side of Broadway from McLean to Kickapoo

July 25 - Pulaski Street from McLean to Kickapoo, plus the  
courthouse side of Kickapoo

Aug 22 - Broadway from McLean to Kickapoo, plus the  
courthouse side of Kickapoo

Sept 26 - Kickapoo from Broadway to Pulaski, plus the  
courthouse side of Broadway

## Parties:

City of Lincoln Illinois ("Client"), with its principal offices located at \_\_\_\_\_ and Credit Collection Partners ("CCP"), with its principal office at 905 West Spresser Street, Taylorville, IL 62568.

## Description of Services:

CCP will provide the following services to Client according to IL Municipal Code 65 ILCS 5/1-2-1.

- Inbound/Outbound calling support
- Consumer Skiptracing
- Phone call recording
- Litigation Support
- Credit reporting to Experian, Equifax, and TransUnion
- Web Portal access to data, reporting, new account placement, etc.

## Compliance:

CCP will comply with all FAIR DEBT COLLECTION PRACTICES ACT (FDCPA), FAIR CREDIT REPORTING ACT (FCRA), and TELEPHONE CONSUMER PROTECTION ACT (TCPA) regulations when performing the above services.

CCP will produce monthly statements that indicate the amount paid for each account as well as the balance remaining where applicable. CCP is licensed by the State of Illinois (License #: 017000262) and will obtain sufficient additional licensing/credentialing as needed prior to pursuing certain recovery efforts.

Client's data will be stored safely and securely at a datacenter by the name of Layered Tech ([www.layeredtech.com](http://www.layeredtech.com)). Layered Tech is SAS70 compliant, SSAE-16 compliant, HIPAA, and PCI-DSS compliant. Client's data is backed-up nightly to ensure business continuity in the event of a disaster.

## Client acknowledgements:

Client acknowledges that account information such as balance and phone number data is valid, accurate, and enforceable at the time of account turnover. Client acknowledges that they have evidence of binding debt contracts with those customers turned over to CCP. Client acknowledges that those accounts turned over to CCP are not actively disputed by the consumer. Client will allow CCP to endorse check payments written to Client but received by CCP.

## Compensation and Fees:

CCP will charge Client a fee ("Fee") on all monies collected. The Fee of 30% of the principal amount will be added to the principal balance amount.

CCP's commission percentage shall not increase on individual accounts that require liquidation via the court system. CCP will obtain written authorization from Client prior to pursuing any account via litigation. Client is not obligated to authorize litigation activity. CCP will add legal fees to the principal balance on accounts requiring legal action.

All accounts that have paid Client directly after being turned over to CCP are subject to the collection Fee as CCP collection efforts have likely been performed. Client is responsible for promptly notifying CCP of these "direct payments" either via email, by phone, or by client portal (preferred). Client also agrees to remit a check to CCP on

a monthly basis for all "direct payment" activity if after receiving the monthly settlement statement payment is due.

CCP will submit all collected funds, including our collection fee, to Client in the form of a check on monthly basis. Client agrees to remit payment to CCP for services rendered within 14 days of receiving the monthly collection statement indicating payment is due.

Client is exempt from all expenses incurred by CCP during the debt recovery process including but not limited to postage, telephony, skip tracing, technology, & legal fees.

**Indemnification:**

CCP shall indemnify and hold Client harmless from liability resulting from the negligent acts or omissions of CCP, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement; provided, however, that CCP shall not hold Client harmless from claims arising out of the negligence or willful malfeasance of Client, its officers, agents, or employees, or any person or entity not subject to CCP's supervision or control.

Client shall indemnify and hold CCP and employees harmless from any liability or loss resulting from judgments or claims against them arising from activities originating from Client, its subsidiaries, and/or employees.

**Term:**

This contract will be for a period of 1 (one) year commencing on the effective date. The contract will automatically renew for successive 1 (one) year periods. Either party may terminate this contract for any reason so long as it is done in writing. Either party may terminate this contract for any reason with 60 days written notice. Either party can renegotiate the terms of the contact at the renewal date.

**City of Lincoln Illinois**

**Credit Collection Partners**

Name (Printed):

Name (Printed):

Title:

Title:

Signature:

Signature:

Phone #:

Phone #:

Date (effective):

Date: