

CITY OF LINCOLN
COMMITTEE OF THE WHOLE MEETING
AGENDA
DECEMBER 14, 2021
CITY HALL COUNCIL CHAMBERS
7:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Public Participation
4. L. Keeley Construction Pay Application #9 and final for Union Street Pump Station in the amount of \$214,268.20.
5. Purchase of New Street Sweeper.
6. Purchasing of new lab equipment for the Waste Water Treatment Plant.
7. Approval to add a temporary Fire Inspector.
8. Ordinance for the Levying of Taxes for all Corporate Purposes, in the City of Lincoln for Fiscal Year beginning May 1, 2021 and ending April 30, 2022.
9. Resolution abating the Tax Heretofore for the Year 2021 to pay Debt Service on \$2,285,000.00 General Obligation Bonds (Alternative Revenue Source Series 2014).
10. Resolution Abating the Tax Heretofore for the Year 2021 to pay Debt Service on \$3,270,000.00 General Obligation Bonds (Alternative Revenue Source Series 2018).
11. Resolution Abating the Tax Heretofore for the Year 2021 to pay Debt Service on \$5,285,000.00 General Obligation Bonds (Alternative Revenue Source Series 2014).
12. Resolution Adopting Amendment No. 2 to the Budget Resolution for F.Y. 2021-2022.
13. Ordinance Adopting Amendment No. 2 Amending the Appropriation Ordinance for F.Y. 2021-2022.
14. Annexation Land Swap into the City of Lincoln
15. Bird Contract Renewal for 2022.
16. Information Technology Maintenance Agreement – Notto Technology & Consulting, LLC.
17. Amendment to 1-27-3 (A) Tenure of Office (of Administrative Assistant).
18. Announcements:
19. Possible Executive Session
20. Adjournment
21. Upcoming Meetings: City Council: Monday, December 20, 2021 at 7:00 PM
Committee of the Whole Tuesday, December 28, 2021 at 7:00 PM



ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 9

To City of Lincoln 700 Broadway St. (Owner): Lincoln, IL 62656	Application 21-0855-009 Period: end 11/30/2021	Application Date: 11/29/2021
Project: Union Street Pump Station	From (Contractor): L. Keeley Construction, 500 S. Ewing Ave., St. Louis, MO	Via (Engineer): Crawford, Murphy, Tilly, Inc. 2750 W Washington St. Springfield, IL 62702
Owner's Contract No.:	Contractor's Project No.: 21-0855	Engineer's Project No.: 17002601

Application For Payment

Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	
Number	Additions	Deductions		\$ 3,990,407.00
1		\$590,286.00	2. Net change by Change Orders.....	\$ 226,785.59
2	\$336,057.00		3. Current Contract Price (Line 1 ± 2).....	\$ 4,017,192.59
3	\$261,267.32		4. TOTAL COMPLETED AND STORED TO DATE	
4	\$19,747.27		(Column F total on Progress Estimates).....	\$ 4,017,192.59
			5. RETAINAGE:	
			a. 5% X _____ Work Completed.....	\$ _____
			b. X _____ Stored Material.....	\$ _____
			c. Total Retainage (Line 5.a + Line 5.b).....	\$ _____
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 4,017,192.59
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 53,802,924.39
			8. AMOUNT DUE THIS APPLICATION.....	\$ 214,268.20
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above).....	\$ _____
TOTALS	\$617,071.59	\$390,286.00		
NET CHANGE BY CHANGE ORDERS	\$26,785.59			

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: Cyndi Coffey Date: 11/30/2021

Payment of: \$ 214,268.20
 (Line 8 or other - attach explanation of the other amount)

is recommended by: Shawn J Brady 12/8/2021
 (Engineer) (Date)

Payment of: \$ 214,268.20
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____
 (Owner) (Date)

Approved by: _____
 Funding or Financing Entity (if applicable) (Date)

Lincoln Union Street Progress through 11/30/2021

Final Pay App #9 is for \$214,268.20 and consisted of completing the punch list items given by CMT, final grading and pavement replacement/repair, placing topsoil and seeding.

- Pavement Repair





MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Walt Landers, Street Superintendent

MEETING

DATE: December 14, 2021

RE: **Use of Sewer Enterprise Fund to Purchase New Street Sweeper**

Background

September 7, 2021 at the Regular City Council Meeting, council approved the purchase of a new Elgin Broom Bear Street Sweeper for \$280,343.00. This sweeper has been built and will be delivered soon. During 2021/2022 Budget discussions it was decided that the intent would be to make an initial down payment on the sweeper and finance the remaining balance.

Analysis/Discussion

After further discussion, then Alderman Ron Fleshman brought to our attention that the purchase of a new sweeper would be an eligible expense to be paid out of the city's Sewer Enterprise Fund. Street sweeping is listed as one of the activities in the city's Storm Water Pollution Prevention Plan. Using these funds will allow us to purchase the new Sweeper without financing.

Fiscal Impact

There is \$45,687.00 available from the Equipment Rental Fund line # 70-3600-7860. The balance of the purchase price of the sweeper of \$234,656.00, would be paid out of the Sewer Enterprise Fund.

COW Recommendation

Approve and place on the agenda of the December 20, 2021 Regular City Council Meeting, the expenditure of \$45,687.00 from the Street Department Equipment Fund, line #70-3600-7860 to put towards the purchase of the new Broom Bear.

Approve and place on the agenda of the December 20, 2021 Regular City Council Meeting, the use of the Sewer Enterprise Fund to pay balance of \$234,656.00, for the new Broom Bear.

Council Recommendation:

Approve the expenditure of \$45,687.00 from the Street Department Equipment Fund, line #70-3600-7860 to put towards the purchase of the new Broom Bear.

Approve the use of the Sewer Enterprise Fund #50-7400-7865, to pay balance of \$234,656.00, for the new Broom Bear.

KEY EQUIPMENT & SUPPLY CO. INVOICE

Invoice Number	STL200484	THE INVOICE NUMBER MUST ACCOMPANY ALL REMITTANCES AND CORRESPONDENCES
Cust P.O. NO	WALT LANDERS	12/8/2021

Remit To
P.O. Box 790378
St. Louis, MO 63179

BILL TO:
CITY OF LINCOLN
313 LIMIT ST.

LINCOLN IL 62656

ALL CLAIMS MUST BE MADE WITHIN 5 DAYS OF RECEIPT OF MERCHANDISE
NO RETURNS WILL BE ACCEPTED WITHOUT WRITTEN AUTHORIZATION

SHP TO

12/8/2021	313 LIMIT ST. LINCOLN IL 62656
038400-01	
PRIMARY	
STL01	
DELIVERY	
B Franklin	Order Number: STL100439

Terms	NET 30 Days from Invoice Date
Due By:	1/7/2022
Pay:	280343.00

Item Number	Description	Ordered	B/O	Shipped	UOM	Unit Price	Ext. Price
706-01	2021 Elgin Broom Bear Street Sweeper Per signed Sourcewell proposal dated 9/10/21 Elgin S/N 4MH11921	1.00	0.00	1.00	EACH	\$164,289.00	\$164,289.00
706-01	2022 Freightliner 4X2 chassis Model: M2GVWR: 33,000 lbs Cummins L9 260hp with Allison Auto	1.00	0.00	1.00	EACH	\$93,104.00	\$93,104.00
706-01	Freight, PDI & Installation training Sourcewell member # 92830	1.00	0.00	1.00	EACH	\$2,950.00	\$2,950.00

6788

Per signed Sourcewell proposal dated 9/10/21

Elgin S/N: 4MH11921

2022 Chassis

Miles: 78 Aux Hrs: 16

VIN: 1FVACXFE9NHNG2138

Subtotal	\$280,343.00
Misc.	\$0.00
Freight	\$0.00
Tax	\$0.00
Total	\$280,343.00
Amount Paid	\$0.00
Amount Due	\$280,343.00

TRACY WELCH
MAYOR

PEGGY S. BATEMAN
CITY CLERK

CHARLES N. CONZO
CITY TREASURER

JOHN A. HOBLIT
CITY ATTORNEY



CITY OF LINCOLN, ILLINOIS

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

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

To: Mayor and Aldermen of the City of Lincoln

From: Andrew Bowns, Wastewater Project Manager

Meeting Date: December 14, 2021

RE: Lab Equipment

Background

The attached quotes are for new lab equipment. Most of the lab equipment within these quotes are for replacing items that were purchased in the 2001 plant upgrade.

Analysis/Discussion:

There are 3 quotes attached to this memo. The quote from USABlueBook is for replacing the biological oxygen demand incubator, biological oxygen demand meter and probe, laboratory refrigerator, ammonia meter and probe, pH meter, autoclave, and the chemical oxygen demand digital reactor block. The quote from Fisher Scientific is for replacing the pH probe. The quote from Mettler Toledo is for a new lab balance. All of these quotes amount to a cost of \$28,847.06. This cost is a \$6,586.24 savings from list pricing(\$35,433.30) due to using nationally negotiated contracts; which provide preferential pricing. I am requesting the City Council move on these items now to avoid January 1st cost increases.

We attempted to get these through the SRF loan program in conjunction with the CSO upgrade, to take advantage of the 30% debt forgiveness. It would have also allowed us to expense the costs over a 20 year period. The state will not allow us to get these items through this program, at this time.

Fiscal Impact:

A cost of \$28,847.06 to be expensed from the "50-7200-7860 Capital Expense - Equipment" line item.

Council Recommendation:

Approve the purchase of lab equipment in the amount of \$28,847.06 to be expensed from the "50-7200-7860 Capital Expense - Equipment" line item.

CITY COUNCIL

FIRST WARD
STEVE PARROTT
GREG MILLER

SECOND WARD
TONY ZURKAMMER
SAM DOWNS

THIRD WARD
KEVIN BATEMAN
WANDA ROHLFS

FOURTH WARD
RICK HOEFLE
KATHY HORN

QUOTATION
 HDSEFM
 D/B/A USABUEBOOK
 PO Box 9004
 Gurnee, IL 60031-9004
 Toll free: 1-800-548-1234
 Fax: (847) 689-3030

NO. 404152

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12/06/21

Ship-to: 1
 CITY OF LINCOLN

 700 BROADWAY ST
 LINCOLN, IL 62656
 USA

Bill-to: 1060209
 LINCOLN CITY OF

 700 BROADWAY ST
 LINCOLN, IL 62656
 USA

REFERENCE #	EXPIRES	SLSP	TERMS	WH	FREIGHT	SHIP VIA
20621ABOWNS	01/05/22	ZAL	NET 30	01	FXD/PPD	FEDEXFRTPRORITY

QUOTED BY: ZAL | QUOTED TO: ANDREW BOWNS

ITEM	DESCRIPTION	QUANTITY	UM	PRICE	UM	EXTENSION
8304	Incubator Refrig 19.3cf 120V BOD Peltier	1	EA	4828.50	EA	4828.50
0265	Norlake Refrigerator, 23 cu ft Solid Door, 115 VAC	1	EA	5803.20	EA	5803.20
0661	BioClave Autoclave, 16 L 115 VAC	1	EA	4778.10	EA	4778.10
8145	MultiLab, Multiparameter Meter 1-Channel, Digital, 4010-1W	1	EA	1037.88	EA	1037.88
7778	Self-Stirring BOD Probe for MultiLab 4010, Polarographic	1	EA	687.70	EA	687.70
0646	Oakton ION 700 ISE/pH Meter (Meter only, no electrode)	2	EA	759.30	EA	1518.60
5541	Ammonia Ion Electrode, Orion W/ BNC Connector (9512BNWP)	1	EA	702.90	EA	702.90
00753	DRB200 Reactor, 110V 15x16MM Hach LTV082.53.40001	1	EA	1117.20	EA	1117.20
ANDREW BOWNS, 2177373160, DELV 8AM-4PM MON-FRI						

Any quoted item(s) without a 5 digit stock # is not normally stocked by USABueBook and is not normally returnable for credit UNLESS it is determined to be defective and covered under the vendor's warranty. With this in mind, please carefully review this quote BEFORE ordering to be certain it is appropriate for your application. This quote and all sales by HD Supply Facilities Maintenance, Ltd. d/b/aUSABueBook shall be governed exclusively by the Terms of Sale available at hdsuppliesolutions.com/terms.

Please note that your order may be subject to applicable taxes based

CONTINUED

QUOTATION
 HDSFM
 D/B/A USABLUBOOK
 PO Box 9004
 Gurnee, IL 60031-9004
 Toll free: 1-800-548-1234
 Fax: (847) 689-3030

NO. 404152

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12/06/21

Ship-to: 1
 CITY OF LINCOLN

Bill-to: 1060209
 LINCOLN CITY OF

700 BROADWAY ST
 LINCOLN , IL 62656
 USA

700 BROADWAY ST
 LINCOLN, IL 62656
 USA

REFERENCE #	EXPIRES	SLSP	TERMS	WH	FREIGHT	SHIP VIA
20621ABOWNS	01/05/22	ZAL	NET 30	01	FXD/PPD	FEDEXFRTPRORITY

QUOTED BY: ZAL | QUOTED TO: ANDREW BOWNS

ITEM	DESCRIPTION	QUANTITY	UM	PRICE	UM	EXTENSION
------	-------------	----------	----	-------	----	-----------

on current rates at the time your order is completed.

TO ORDER --

For your convenience, you may simply sign below and return via fax to 847-689-3030. We will process your order promptly and fax a confirmation so you know we have it. If you prefer to call your order in or have additional questions or concerns, you may contact our Customer Service Department @ 800-548-1234. Please note any changes to the quantities or shipping address. Thanks for choosing USABlueBook.

Authorization Signature

PO Number (if required)

MERCHANDISE	MISC	TAX	FREIGHT	TOTAL
20474.08	.00	.00	170.78	20644.86

USE THIS QUOTE # ON PO's!

Mettler-Toledo, LLC

Address 1900 Polaris Parkway
Columbus, OH 43240-4035
Phone (800) METTLER
(800) 638-8537
www.mt.com

Quotation 321938517

City Of Lincoln
Operations
Andrew Bowns
150 W Kickapoo St
Lincoln, IL 62656-3063

Sales Representative

Mr. Ray Skop
Mobile +1 (614) 205 3787
E-Mail ray.skop@mt.com

Dear Andrew Bowns,

Thank you for choosing METTLER TOLEDO. As a world-leading manufacturer of high precision products, our goal is to make measurement as simple as possible. In addition, METTLER TOLEDO provides a wide range of products designed to help users save time and money, as well as improve accuracy and reliability.

METTLER TOLEDO seeks to provide you, our valued customer, with an optimal solution to your application, process and business demands. From the onset of your immediate or long-term project needs, we are available as a resource to help specify and select quality measurement systems and software products appropriate to your application. For METTLER TOLEDO, our solutions represent a valuable combination of performance, accuracy and precision. In addition, our field service organization is comprised of factory-certified technicians who are trained to meet high quality standards. You can also log on to www.mt.com for up-to-date application and operation details.

We are pleased to send you our quote and are certain this solution will meet your needs and expectations. Please do not hesitate to contact us with any further questions.

Thank you for your business.

Ray Skop





Address 1900 Polaris Parkway
Columbus, OH 43240-4035
Phone (800) METTLER
(800) 638-8537

www.mt.com

Quotation 321938517

Sold-To / 300554288
City Of Lincoln
150 W Kickapoo St
Lincoln, IL 62656-3063

Ship-To / 300554288
City Of Lincoln
150 W Kickapoo St
Lincoln, IL 62656-3063

Customer Contact

Name Andrew Bowns
Phone +1 (217) 732 4030
E-Mail andrew.bowns@veolia.com

Bill-To / 300554288

City Of Lincoln
150 W Kickapoo St
Lincoln, IL 62656-3063

Item	Description	Product ID	Qty	Unit	Price Per Unit	Discount	Total USD
10	Balance XSR104 XSR Analytical Balance, 120 g capacity, 0.1 mg readability, motorized draft shield, password-protected, automatic internal adjustment and LabX ready Approx. lead time excluding transport: same day, shipping from: Worthington (Ohio, US)	30355485	1	EA	6,875.00	(9.50%)	6,221.87

Maximum Capacity : 120 g

Repeatability : 0.07 mg

Adjustment : Internal / FACT

Readability : 0.1 mg

Minimum Weight (1%, typical) : 8.2 mg

Weighing Pan Dimensions (WxD) : 78 mm x 73 mm

Simplified Weighing Processes

Automatic Doors

The motorized draft shield doors simplify weighing processes and help to increase efficiency. The doors can be set to different degrees of automation.

Intuitive Operation

Integrated methods and the results protocol simplify your tasks. With clear icons and easy access menus, the color touchscreen is easy to operate.

Ergonomic Design

XSR analytical balances are optimally designed around the users' need for effortless manual dosing.

For more Details:

www.mt.com/xsr-analytical



Order Handling Charge	29.00
Product Sub-Total	6,250.87



Mettler-Toledo, LLC

Address 1900 Polaris Parkway
 Columbus, OH 43240-4035
 Phone (800) METTLER
 (800) 638-8537
www.mt.com

Quotation 321938517

Services

Item	Service Description	Qty	Unit	Total USD
11	StarterPac Installation			363.68
	Products being serviced			
	Balance XSR104	1	EA	
	Included Services			
	StarterPac Confirmation Delivery EA			
	Install Equipment EA			
	Calibrate ACC			
	Calibrate Manufacturer Annex			
14	Service Plan - 2 Visit(s)			1,302.15
	Extended Care			
	Products being serviced			
	Balance XSR104	1	EA	
	Included Services			
	Full Preventive Maintenance OnSite EA			
	Repair Coverage Full			
	Hours of Operation: Monday – Friday, 8 am – 5 pm			
	Response: 1 Day Response			
	Calibrate ACC			
	Calibrate Manufacturer Annex			
	Specific Terms & Conditions may apply; Calibration available separately			

Service Sub-Total	1,665.83
Total excl. tax	7,916.70



Mettler-Toledo, LLC

Address 1900 Polaris Parkway
Columbus, OH 43240-4035
Phone (800) METTLER
(800) 638-8537
www.mt.com

Quotation 321938517

Terms and Conditions

Payment Terms
Incoterms 2020
Quotation Valid Until
Ordering costs
Prices and Taxes
General Conditions

Due 30 Days from Invoice Date
FCA MT Columbus/Worhington
10/15/2021

Shipping charges are not included.
State and local taxes are not included.

This quotation is expressly subject to the METTLER TOLEDO Standard Terms and Conditions of Sale, which can be accessed at www.mt.com/terms and are incorporated herein by reference. MT may require a down payment that is due at order placement and any other payments are due net 30 calendar days from the date of invoice. Prices may be adjusted at the time of performance to include any necessary surcharge(s).

Return Policy:

This quotation is expressly subject to the METTLER TOLEDO Return Policy, which can be accessed at www.mt.com/legal and is incorporated herein by reference.





Fisherbrand™ accumet™ Glass Body Standard Size Combination Electrodes - Mercury-Free

For routine pH and titration measurements with small samples and small vessels, where separate half-cell electrodes may be impractical

Catalog No. 13-620-223A

\$285.50 / Each

Qty Check Availability



Includes: Removable bulb protector

<
>

Customers who viewed this item also viewed. ⓘ

Viewing 1-4 of 14



Catalog No. 13-620-183A

Fisherbrand™ accuTupH™ Rugged Bulb pH Combi

\$315.50
/ Each



Catalog No. 13-620-530A

Fisherbrand™ accumet™ Liquid-Filled pH/ATC

\$273.00
/ Each





Catalog No. S04960

Fisherbrand™ Accumet™ Refillable Glass

\$286.00
/ Each

Description

For routine pH and titration measurements with small samples and small vessels, where separate half-cell electrodes may be impractical

- 0 to 14pH range
- Porous ceramic junction
- Twist-open/twist-close cap for easy filling
- Constant distance between FS-5 Universal Glass pH bulb and reference junction means high reproducibility
- Immersion depth, ~4 in. (10.1cm)
- 30 in. long (76.2cm) leads, except 13-620-91, which has 60 in. long (152.4cm) lead

Choice of Ag/AgCl Single- or Double-Junction internal reference elements

- **Single-junction models with Ag/AgCl reference** are perfect for routine pH and titration measurements of aqueous solutions with small samples, small vessels
- **Double-junction models with Ag/AgCl reference** are useful in aqueous and nonaqueous solutions, and in applications requiring TRIS buffers
- For aqueous and nonaqueous samples
- Double-junction Ag/AgCl eliminate measurement and clogging problems when used in research with Tris buffers

Specifications

Internal Reference	Ag/AgCl
Length (English)	4 in.
Temperature (Metric) Range	-5°C to +100°C
Color	Purple
Junction	Double Ceramic
Type	pH Combination Electrode
Length (Metric)	101.6 mm
Diameter (English)	0.4 in.
Filling Solution Type	SP138-500
pH Range	0 to 14

Length (Metric) Cable	76.2 cm
Closure Type	Twist Open/Twist Close
Diameter (Metric)	10 mm
Material	Glass
Temperature (Metric) Operating	-5°C to +100°C
Length (English) Cable	30 in.
Temperature (English) Operating	23°F to 212°F
Connector Types	BNC
For Use With (Application)	For aqueous and nonaqueous samples

MEMORANDUM

TO: Mayor and Council of the City of Lincoln
FROM: Fire Chief Dunovsky

MEETING: Committee of the Whole
DATE: December 14, 2021
RE: Additional Fire Inspector

Background: Due to the deployment of a Fire Inspector until late next year and the recent additional work load for that position, I am requesting permission to add a temporary Fire Inspector to my payroll. The added cost would be approximately be \$289.75 per month.

City Council Recommendation: Approval to add a temporary Fire Inspector

TAX LEVY ORDINANCE

CITY OF LINCOLN

ORDINANCE NO. 2021-_____

AN ORDINANCE FOR THE LEVYING OF TAXES FOR ALL CORPORATE PURPOSES,
IN FOR THE CITY OF LINCOLN, ILLINOIS, FOR THE FISCAL YEAR
BEGINNING MAY 1, 2021 AND ENDING APRIL 30, 2022.

BE IT ORDAINED by the Mayor and City Council of the City of Lincoln, Logan County, Illinois:

SECTION 1: That the amount hereinafter set forth, or so much thereof as may be authorized by law, and the same are hereby levied upon all property subject to taxation within the municipality as that property is assessed and equalized for the current year, and for such purposes as General Corporate, Police Protection, Fire Protection, Streets and Alleys (Streets & Bridge), Audit, ESDA, Forestry, Liability Insurance, IMRF-Soc. Security, Public Benefits, Crossing Guards, Debt Service, Sewerage O. & M. (Chlorination), Police Pension, Firemen's Pension and Firemen's Spouse Benefit for the City of Lincoln, Logan County, Illinois, for the fiscal year beginning May 1, 2021 and ending April 30, 2022.

SECTION 2: That the amount levied for each object and purpose is placed in a separate column under the heading, "Amount Of Tax Levy," which appears over same being as follows, to wit:

**SUMMARY--APPROPRIATION/LEVY
FOR THE FISCAL YEAR ENDING APRIL 30, 2022**

<u>Fund Nos.</u>	<u>Fund Name</u>	<u>Appropriation</u>	<u>Amount Of Tax Levy</u>
02/01	General Fund-Corp.	\$ 2,030,349	\$ 5,139
02/012	Fire Protection	\$ 1,903,600	\$ 125,902
02/014	Police Protection	\$ 2,480,050	\$ 59,809
02/040	Street & Bridge	\$ 1,004,835	\$ 100
02-10/027	Audit Fund	\$ 30,000	\$ 17,470
02-12/046	ESDA Fund	\$ 225,000	\$ 4,064
02-16/065	Forestry Fund	\$ 55,000	\$ 48,705
02-18/035	Liability Ins./Tort	\$ 693,000	\$ 126,742
02-22/005	IMRF	\$ 110,000	\$ 110,000
02-22/047	Social Security	\$ 152,000	\$ 90,010
02-26/045	Public Benefits	\$ 48,000	\$ 47,010
02-32/048	Crossing Guard Fund	\$ 4,000	\$ 4,000
20	Motor Fuel Tax Fund	\$ 1,318,000	
43	2019 G.O. Bond Expenditures	\$ 321,000	
40/003	G.O. Bond Retirement Fund	\$ 181,140	\$ 177,480
70	Equipment Replacement Fund	\$ 465,961	
60	Capital Projects Fund	\$ 1,226,897	
50	Sewerage O. & M. Fund	\$ 12,009,874	
55	Tourism Fund	\$ 198,950	
56-0007	Sewer Bond Retirement Fund	\$ 642,875	
56-0008	Sewer Loan Repayment Fund	\$ 470,000	
65	TIF Bond Retirement Fund	\$ 172,468	
74/015	Police Pension Fund	\$ 1,532,500	\$ 517,192
76	Firemen's Pension Fund	\$ 1,277,500	
/013	Firemen's Pension		{\$ 484,981
81	American Rescue Plan Fund	\$ 919,245	
/013A	Firemen's Spouse Benefit		{\$ 2,000
86/89	"From The Ground Up" Fund	\$ 4,327	
APPROPRIATIONS, THE TOTAL OF.....		\$ 29,476,571	
TAX LEVY, THE TOTAL OF.....			\$1,820,604

Section 3: That the City Clerk shall make and file with the County Clerk of said County of Logan on or before the last Tuesday in December, a duly certified copy of this ordinance.

Section 4: That if any section, subdivision, or sentence of this ordinance shall for any reason be held invalid or unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance.

Section 5: That this ordinance shall be in full force and effect after its passage, approval and publication in Pamphlet Form as provided by law.

Adopted this ____th day of December, 2021 pursuant to a roll call vote of the City council of the City of Lincoln, Logan County, Illinois.

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

Ald. Parrott	_____	Ald. Miller	_____
Ald. Downs	_____	Ald. Zurkammer	_____
Ald. Rohlfs	_____	Ald. Bateman	_____
Ald. Hoefel	_____	Ald. Horn	_____

Ayes: _____

Nays: _____

Absent: _____

Abstentions: _____

Passed and approved this ____ day of _____, 2021.

City of Lincoln,

By: _____
Tracy Welch, Mayor
City of Lincoln,
Logan County, Illinois

Attest: _____ (SEAL)
Peggy S. Bateman, City Clerk
City of Lincoln,
Logan County, Illinois

RESOLUTION NO. _____

RESOLUTION ABATING THE TAX HERETOFORE
FOR THE YEAR 2021 TO PAY DEBT SERVICE ON
\$2,285,000.00 GENERAL OBLIGATION BONDS
(ALTERNATIVE REVENUE SOURCE) OF THE CITY OF
LINCOLN, LOGAN COUNTY, ILLINOIS

THIS RESOLUTION 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 _____, 2021, WITNESSETH:

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

WHEREAS, the CITY OF LINCOLN is a non-home rule municipality; and

WHEREAS, the CITY COUNCIL (hereinafter "City Council") for the CITY OF LINCOLN, Logan County, Illinois (hereinafter "the City"), adopted an Ordinance, (hereinafter "the Ordinance") which did provide for the issuance of \$2,285,000.00 general obligations bonds (alternative revenue source)(hereinafter "the Bonds"), and the levy of a direct annual tax sufficient to pay the debt service on the Bonds; and

WHEREAS, such Bonds were issued in the month of September 2014, in the amount of \$2,285,000.00; and

WHEREAS, the City Council has determined and does hereby determine that there are funds available, on hand and irrevocably set aside sufficient to provide not less than an amount equal to debt service due on the Bonds in the succeeding year; and

WHEREAS, such Pledged Revenues are hereby directed to be used for the purpose of paying debt service on the Bonds; and

WHEREAS, the City Council of the CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, feels that it is necessary and in the best interest of the City that the tax heretofore levied for the year 2021 to pay the Bonds be abated;

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

1. Abatement of Tax. The tax heretofore levied for the year 2021 in the Resolution is hereby abated in its entirety.

2. Filing of Resolution. Forthwith upon adoption of this Resolution the City Clerk of the CITY OF LINCOLN, upon passage, shall file a certified copy hereof with the County Clerk of Logan County, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2021 in accordance with the provisions hereof.

3. Effective Date. That this Resolution is effective immediately upon passage of the same.

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

Alderman Parrott	_____	Alderwoman Rohlf	_____
Alderman Zurkammer	_____	Alderman Miller	_____
Alderman Hoefle	_____	Alderwoman Horn	_____
Alderman Downs	_____	Alderman Bateinan	_____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Passed and approved this ____ day of _____, 2021.

CITY OF LINCOLN,

BY: _____
Tracy Welch, Mayor
City of Lincoln, Logan County, Illinois

ATTEST: _____ (SEAL)
City Clerk, City of Lincoln,
Logan County, Illinois

RESOLUTION NO. _____

RESOLUTION ABATING THE TAX HERETOFORE
FOR THE YEAR 2021 TO PAY DEBT SERVICE ON
\$3,270,000.00 GENERAL OBLIGATION BONDS
(ALTERNATIVE REVENUE SOURCE) OF THE CITY OF
LINCOLN, LOGAN COUNTY, ILLINOIS

THIS RESOLUTION 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 _____, 2021, WITNESSETH:

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

WHEREAS, the CITY OF LINCOLN is a non-home rule municipality; and

WHEREAS, the CITY COUNCIL (hereinafter "City Council") for the CITY OF LINCOLN, Logan County, Illinois (hereinafter "the City"), adopted an Ordinance, (hereinafter "the Ordinance") which did provide for the issuance of \$3,270,000.00 general obligations bonds (alternative revenue source)(hereinafter "the Bonds"), and the levy of a direct annual tax sufficient to pay the debt service on the Bonds; and

WHEREAS, such Bonds were issued in the month of February 2018, in the amount of \$3,270,000.00; and

WHEREAS, the City Council has determined and does hereby determine that there are funds available, on hand and irrevocably set aside sufficient to provide not less than an amount equal to debt service due on the Bonds in the succeeding year; and

WHEREAS, such Pledged Revenues are hereby directed to be used for the purpose of paying debt service on the Bonds; and

WHEREAS, the City Council of the CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, feels that it is necessary and in the best interest of the City that the tax heretofore levied for the year 2021 to pay the Bonds be abated;

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

1. Abatement of Tax. The tax heretofore levied for the year 2021 in the Resolution is hereby abated in its entirety.

2. Filing of Resolution. Forthwith upon adoption of this Resolution the City Clerk of the CITY OF LINCOLN, upon passage, shall file a certified copy hereof with the County Clerk of Logan County, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2021 in accordance with the provisions hereof.

3. Effective Date. That this Resolution is effective immediately upon passage of the same.

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

Alderman Parrott	_____	Alderwoman Rohlf	_____
Alderman Zurkammer	_____	Alderman Miller	_____
Alderman Hoefle	_____	Alderwoman Horn	_____
Alderman Downs	_____	Alderman Bateman	_____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Passed and approved this ____ day of _____, 2021.

CITY OF LINCOLN,

BY: _____
Tracy Welch, Mayor
City of Lincoln, Logan County, Illinois

ATTEST: _____ (SEAL)
City Clerk, City of Lincoln,
Logan County, Illinois

RESOLUTION NO.

RESOLUTION ABATING THE TAX HERETOFORE
FOR THE YEAR 2021 TO PAY DEBT SERVICE ON
\$5,285,000.00 GENERAL OBLIGATION BONDS
(ALTERNATIVE REVENUE SOURCE) OF THE CITY OF
LINCOLN, LOGAN COUNTY, ILLINOIS

THIS RESOLUTION 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 _____, 2021, WITNESSETH:

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

WHEREAS, the CITY OF LINCOLN is a non-home rule municipality; and

WHEREAS, the CITY COUNCIL (hereinafter "City Council") for the CITY OF LINCOLN, Logan County, Illinois (hereinafter "the City"), adopted an Ordinance, (hereinafter "the Ordinance") which did provide for the issuance of \$5,285,000.00 general obligations bonds (alternative revenue source)(hereinafter "the Bonds"), and the levy of a direct annual tax sufficient to pay the debt service on the Bonds; and

WHEREAS, such Bonds were issued in the month of October 2014, in the amount of \$5,285,000.00; and

WHEREAS, the City Council has determined and does hereby determine that there are funds available, on hand and irrevocably set aside sufficient to provide not less than an amount equal to debt service due on the Bonds in the succeeding year; and

WHEREAS, such Pledged Revenues are hereby directed to be used for the purpose of paying debt service on the Bonds; and

WHEREAS, the City Council of the CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, feels that it is necessary and in the best interest of the City that the tax heretofore levied for the year 2021 to pay the Bonds be abated;

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

1. Abatement of Tax. The tax heretofore levied for the year 2021 in the Resolution is hereby abated in its entirety.

2. Filing of Resolution. Forthwith upon adoption of this Resolution the City Clerk of the CITY OF LINCOLN, upon passage, shall file a certified copy hereof with the County Clerk of Logan County, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2021 in accordance with the provisions hereof.

3. Effective Date. That this Resolution is effective immediately upon passage of the same.

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

Alderman Parrott	_____	Alderwoman Rohlf	_____
Alderwoman Horn	_____	Alderman Miller	_____
Alderman Hoefle	_____	Alderman Zurkammer	_____
Alderman Downs	_____	Alderman Bateman	_____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Passed and approved this ____ day of _____, 2021.

CITY OF LINCOLN,

BY: _____

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

ATTEST: _____(SEAL)

City Clerk, City of Lincoln,
Logan County, Illinois

2021-_____

RESOLUTION ADOPTING AMENDMENTS TO WORKING BUDGET

AMENDMENT #2---F.Y. 2021-2022 BUDGET

WHEREAS, the City Council has directed the City Administrator, City Treasurer and Staff to prepare a Working Budget, and

WHEREAS, the City Council and the staff worked diligently in the preparation of the Working Budget for the Fiscal Year beginning May 1, 2021 and ending April 30, 2022; and

WHEREAS, the total Budget expenditures for the Fiscal Year beginning May 1, 2021 and ending April 30, 2022 will not be exceeded as a result of the Budget changes, except as described herein;

NOW THEREFORE, IT IS HEREBY RESOLVED that adjustments to the Working Budget, as proposed by the City Treasurer on November 9, 2021, as attached and incorporated therein, are hereby adopted as a spending limit for the items contained there and before expenditures shall be made in excess of those or for items not contained therein, it shall be necessary to apply to the City Council for amendment off the Working Budget. This Resolution shall be in effect the ____ day of December, 2021.

Approved this ____ day of December, 2021.

Mayor, City of Lincoln
Logan County, Illinois

ATTESTED and filed in my office this____, December, 2021.

City Clerk

F.Y. 2021-2022 Budget Resolution Amendment #2

City of Lincoln

American Rescue Plan Fund

Transfers:

81-0009-	Transfer to General Fund/Police Dept. Salaries-Monthly	F.Y. 2021-2022 Budget
	.	\$71,130.00
02-0009-	Transfer from ARP Fund/Police Dept. Salaries/Monthly	
		\$ 71,130.00

General Fund

Expenditures:

02-3000-4013	Police Dept. Salaries/Monthly -	F.Y. 2021-2022 Budget
		\$ 71,130.00

Sewer O. & M. Fund

Expenditures:

From:

50-7200-7850	Sewer Coll. System/Sewer Const.	F.Y. 2021-2022 Budget
		\$ 234,656.00

To:

50-7400-7865	Sewer Coll. System/Vehicles	\$ 234,656.00
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CITY OF LINCOLN

"A Supplemental Ordinance Appropriating For All Corporate Purposes Council Of The City Of Lincoln, Lincoln, Logan County, Illinois, For The Fiscal Year Beginning May 1, 2021 And Ending April 30, 2022."

Be It Ordained by the Mayor And The City Council Of The City of Lincoln, Logan County, Illinois;

SECTION 1: That the amount hereinafter set forth, by or so much thereof as may be authorized by law, and as may be needed or deemed necessary to defray expenses and liabilities of the municipality be and the same are hereby appropriated for the corporate purposes of the City of Lincoln, Logan County, Illinois, as hereinafter specified for the fiscal year beginning May 1, 2021 and ending April 30, 2022.

SECTION 2: That the supplemental appropriation herein made for any purpose shall be regarded as the maximum amounts to be expended under the respective appropriation accounts and shall not be construed as a commitment, agreement, obligation or liability of the City of Lincoln, and such supplemental appropriation begin subject to further approval as to expenditure thereof by the City Council.

SECTION 3: That the amount appropriated for each object and purpose shall be as follows:

DRAFT

DRAFT

F.Y. 2021-2022 Appropriation Ordinance--Amendment #2

City of Lincoln

American Rescue Plan Fund

F.Y. 2021-22 Appropriation

Transfers:

81-0009-	Transfer to General Fund/Police Dept. Salaries/Monthly	\$ 71,130.00
02-0009-	Transfer from ARP Fund/Police Dept.Salaries/Monthly	\$ 71,130.00

Expenditures:

General Fund

Expenditures:

02-3000-4013	Police Dept. Salaries/Monthly	\$ 71,130.00
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Sewer O. & M. Fund

From:

F.Y. 2021-22 Appropriation

50-7200-7850	Sewer Collection System/Sewer Const.	\$ 234,656.00
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To:

50-7400-7865	Sewer Collection System/Cap. Expense/Vehicles	\$ 234,656.00
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DRAFT

DRAFT

DRAFT

DRAFT

SECTION 4: That if any section, subdivision or sentence of this ordinance shall for any reason be held invalid or unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance.

SECTION 5: That a certified copy of this ordinance shall be filed with the County Clerk within thirty (30) days after adoption.

SECTION 6: That this ordinance shall be in full force and effect after its passage approval and publication in Pamphlet Form as provided by law.

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

Ald. Parrott	_____	Ald. Miller	_____
Ald. Downs	_____	Ald. Zurkhammer	_____
Ald. Rohlfs	_____	Ald. Bateman	_____
Ald. Hoefle	_____	Ald. Horn	_____

Ayes: _____

Nays: _____

Absent: _____

Abstentions: _____

DRAFT

DRAFT

DRAFT

DRAFT

Passed and approved this _____ day of _____, 20__.

DRAFT

CITY OF LINCOLN

DRAFT

By: _____

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

Attest: _____ (SEAL)

Peggy Batemean, City Clerk
City of Lincoln,
Logan County, Illinois

DRAFT

FT

Memorandum of Understanding

The City of Lincoln will permit Bird Rides, Inc. to provide services under the following terms and limitations. This agreement shall remain in effect until January 1, 2023 unless terminated as set forth below.

AGREEMENT

1) Scope: This Agreement and its terms apply to any proposed deployment of Stand-up electric scooter sharing systems within City's jurisdictional boundaries. No person shall

deploy a Stand-up electric scooter sharing system in the City | County in violation of this Agreement. No electric scooters will be used on a road with a speed limit of 45 mph or more.

2) Stand-up electric scooters shall be governed by the rules applying to bicycles and are to be ridden on streets, and where available, in bike lanes and bike paths. Stand-up electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths. Users of Stand-up electric scooters shall be 18 or older. Users of Stand-up electric scooters who violate these provisions may be fined by City consistent with fines for cyclists.

3) Bird Rides, Inc. shall provide easily visible contact information, including toll-free phone number and/or e-mail address on each Stand-up electric scooter for members of the public to make relocation requests or to report other issues with devices.

4) Hours of operation: Stand-up electric scooters will be made available to rent from 6 a.m. to midnight (local time)

5) Bird Rides, Inc. shall provide no more than 50 scooters within the City of Lincoln.

6) Safety Education: Bird Rides will provide materials, videos, signage to promote safe riding and educate riders on rider responsibilities and encourage safe and courteous riding and parking.

7) Data sharing: Bird Rides, Inc. will provide data to the City as necessary to assist with monitoring program usage.

8) Indemnification: Bird Rides, Inc. agrees to indemnify, defend and hold harmless City (and City's employees, agents and affiliates) from and against all actions, damages or claims brought against City arising out of Bird Rides, Inc.'s negligence or willful misconduct, except that Bird Rides, Inc.'s indemnification obligation shall not extend to claims of City's (or City's employees', agents' or affiliates') negligence or willful misconduct. City expressly acknowledges that in no event shall Bird Rides, Inc. be liable for any special, indirect, consequential or punitive damages. Bird Rides, Inc.'s indemnification obligations shall survive for a period of one (1) year after expiration of this Agreement. Bird Rides, Inc. shall be released from its indemnification obligations under this section if the loss or damage was caused by the City's negligent construction or maintenance of public infrastructure. City of Lincoln's right to indemnification shall be

contingent on City notifying Bird Rides, Inc. promptly following receipt or notice of any claim; Bird Ride, Inc. shall have sole control of any defense; City shall not consent to the entry of a judgment or enter into any settlement without the prior written consent of Bird Ride, Inc.

9) Insurance: Bird Rides, Inc. shall provide City with proof of insurance coverage exclusively for the operation of Stand-up electric scooters including: (a) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate; (b) Automobile Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate; and (c) where Bird Rides, Inc. employs persons within the City, Workers' Compensation coverage of no less than the statutory requirement.

10) Notices: All notices and communications to the City from Bird Rides, Inc. shall be made in writing (includes electronic communications) and sent to the address below.

11) Either party may terminate this agreement at any time and without cause upon (30) days prior written notice.

12) In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.

13) The parties acknowledge that Bird Rides, Inc. may utilize independent business logistics providers to facilitate local operations. Bird's use of these logistics providers does not constitute a transfer or assignment of this Agreement, and Bird Rides, Inc. remains responsible for all obligations and requirements under this Agreement.

14) This agreement shall be governed by and construed in accordance with the laws of the state.

15) Bird agrees to provide the name and contact information for the current and future Fleet Managers operating in the city limits

The City of Lincoln, Illinois

Bird Rides, Inc.

Signed By:

Signature: _____

Print Name: _____

Title: _____

Signature: _____

Print Name: _____

Title: _____

Information Technology Maintenance

1. **Term.** We shall provide support and maintenance for existing IT infrastructure. A list shall be attached to this document. Beginning on _____ and effective until the end of the current fiscal budget year. Renewal shall be automatic unless either party has given 60 days notice of intent to terminate.
2. **Maintenance Fees.** From the signing date of this contract until the end of the fiscal year we shall provide services for the consideration of \$10,000 payable within 30 days of the receipt of this agreement. Before the contract renews, both parties shall agree upon future rates for each additional fiscal year. If no agreement can be reached, either party shall be allowed to terminate. Failure to pay within 30 days shall be considered a breach of contract and services may be withheld or terminated until payment has been satisfied.
3. **Maintenance Services.** Maintenance is defined as service to ensure the proper function of the current IT infrastructure. We will be provided with a list of existing equipment. Replacement of failed equipment will be at the expense of the City of Lincoln. We provide no warranty for existing equipment unless it was purchased from Notto Technology & Consulting, LLC and is still within 3 years of the purchase date.
Monthly maintenance will likely include updates to software and hardware and replacement of equipment that is expected to fail but is still operational. All replacements will be approved by the City of Lincoln and provided at the expense of the City of Lincoln. We shall notify the City of Lincoln of any possible downtime and make reasonable efforts to minimize downtime during the normal working day. A report will be provided after maintenance along with a list of recommendations if any exist.
4. **Excluded Services.** Any implementation of new technology or projects not previously discussed shall not be covered as maintenance. Personal technology devices shall not be included or defined as maintenance. Anything that isn't clearly defined shall be agreed upon before any work is performed.
5. **Client Responsibilities.** Remote support may be provided from time to time. The City of Lincoln is responsible for connectivity and security standards to ensure they are in compliance with CJIS. Compliance for our systems will be our responsibility. The City of Lincoln shall provide us with a list of approved personnel that are authorized to initiate a support request. If it is determined that the request falls outside of regular maintenance an additional fee may be assessed at a rate of \$120 per hour during normal business hours. (8:00 AM until 5:00 PM Monday through Friday, excluding holidays)
6. The City of Lincoln will be provided with a phone number to initiate support calls and is responsible to ensure support requests are initiated by authorized personnel. In the event that the call isn't answered a voicemail should be left or a text message sent if it isn't prohibited by

CJIS. The Mayor and Department Heads should be notified of the need for a service call during normal business hours in order to stay within the budget and reduce the need for additional fees.

IN WITNESS WHEREOF, the parties hereto have executed this Maintenance Agreement as of the date set forth below.

Provider:

Notto Technology & Consulting, LLC
519 Woodlawn Road or P.O. Box 241
Lincoln, IL 62656

Client: City of Lincoln, Illinois
700 Broadway Street
Lincoln, IL 62656

By: _____

By: _____

Name: Eric S. Notto

Name: Tracy Welch

Title: Owner

Title: Mayor

Date: _____

Date: _____

MEMORANDUM

TO: City Council Members
FROM: Mayor Tracy Welch
MEETING DATE: December 14, 2021
RE: Amendment: 1-27-3(A) Tenure of Office (of Administrative Assistant)

Background

In 2021, the City Council approved the creation of the Administrative Assistant position. Exit interview feedback from the previous Administrative Assistant prompted the City Council to review the code which addresses the appointment and tenure of office for the position. Because the position is appointed by the Mayor with the advise and consent of City Council it makes sense that an individual who is appointed to the position can not be removed without City Council approval.

Therefore I propose that section 1-27-3(A) Tenure of Office of the Lincoln City Code be amended:

From:

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

To:

The Administrative Assistant may resign from office or may be removed therefrom by the City Council by a majority vote of all members authorized by law.

Fiscal Impact

None

COW Recommendation

Place "Amendment:1-27-3(A) Tenure of Office (of Administrative Assistant)" on the December 20, 2021 Regular City Council Meeting agenda.

Council Recommendation

Approve proposed amendment of "1-27-3(A) Tenure of Office" as described in this memorandum.

ORDINANCE NO.

AN ORDINANCE AMENDING 1-27-3(A) OF THE LINCOLN CITY CODE

THIS ORDINANCE is made and adopted by the CITY COUNCIL OF THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, at a regular meeting held in the City Council Chambers in said City on the ____ day of _____, 2021, WITNESSETH:

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

WHEREAS, the CITY OF LINCOLN created the Administrative Assistant through ordinance 2021-942 which established Chapter 1-27 of the Lincoln City Code; and

WHEREAS, the CITY OF LINCOLN contemplated that the term would run through the term of the Mayor as outlined in 1-27-3(A) but now that the position has been in operation the City Council believes that is not a necessary provision; and

WHEREAS, the CITY OF LINCOLN does not believe that the position of Administrative Assistant needs to be tied to the term of the Mayor; and

WHEREAS, the CITY OF LINCOLN believes it would be more appropriate that the Administrative Assistant can only be removed via resignation or a majority vote of the Council;

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

1. The City of Lincoln will amend Title I Chapter 27 of the Lincoln City Code replacing the language in 1-27-3(A) to reflect that the Administrative Assistant term can only be terminated via resignation or majority vote of the City Council (See Exhibit A).

2. Effective Date. That this Ordinance is effective immediately upon passage of the same.

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

Alderman Parrott	_____	Alderman Rohlfs	_____
Alderman Downs	_____	Alderman Miller	_____
Alderman Hoefle	_____	Alderman Bateman	_____
Alderman Horn	_____	Alderman Zurkammer	_____

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

Passed and approved this ____ day of _____, 2021.

CITY OF LINCOLN,

BY: _____

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

ATTEST: _____(SEAL)

City Clerk, City of Lincoln,
Logan County, Illinois

EXHIBIT A

§ 1-27-3 Tenure Of Office.

- (A)** The Administrative Assistant term exists in perpetuity unless the administrative assistant resigns from office or is removed by the City Council by a majority vote of all members authorized by law.