

CITY OF LINCOLN
REGULAR CITY COUNCIL MEETING
AGENDA
OCTOBER 2, 2023
7:00 PM

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

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

A. Payment of Bills.

B. Approval of minutes for August 29, 2023 Committee of the Whole Meeting, September 12, 2023 Committee of the Whole Meeting, September 18, 2023 Regular City Council Meeting.

6. **Ordinances and Resolutions**

7. **Bids**

8. **Reports**

9. **New Business/Communications**

A. Approval of Economic Development Grant to Alley-Bi Saloon, Inc. for foundation repair in an amount not to exceed \$7,500.00.

B. Approval of Economic Development Grant to Greg Patel, d/b/a Infiniti Real Estate, LLC for installation of a car wash door in an amount not to exceed \$7,500.00.

C. Approval of Façade Grant to Alley-Bi Saloon, Inc. for Awning and East Wall repair in an amount not to exceed \$6,970.00.

D. Approval of request from Downtown Business Merchants for Christmas lights and decorations in an amount not to exceed \$2,500.00.

E. Approval of the purchase of the full-service K-9 package (Police Dog, Training and Equipment) from Vohne Liche Kennels, Inc. in an amount not to exceed \$21,785.00.

F. Approval of a two-year lease agreement between the Logan County Tourism Bureau and the City of Lincoln.

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@lincoln.il.gov no later than 48 hours prior to the meeting time.

COMMITTEE OF THE WHOLE MEETING

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

Tuesday, August 29, 2023

The Committee of the Whole Meeting of the City Council of Lincoln was called to order by Mayor Tracy Welch at 7:01 p.m., with proper notice given. City Clerk Peggy Bateman called roll.

Present:

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

Staff Present:

Peggy Bateman, City Clerk
Chuck Conzo, City Treasurer
John Hoblit, City Attorney
Walt Landers, Streets Superintendent
Wes Woodhall, Building and Safety Officer
Joe Meister, Police Chief
Andrew Bowns, Veolia Water, Project Manager
Ben Roland, Assist Fire Chief

Absent:

Alderman Craig Eimer, Ward 4
Bob Dunovsky, Fire Chief

Presiding:

Mayor Tracy Welch

Mayor Welch moved the agenda around a bit to allow for guests to speak sooner that had longer drives home.

Samantha Webb – Oath of Office for Police Officer

Ms. Webb was sworn in by City Attorney Hoblit.

Brit Miller and Hunter York with Beck Tech – Proposal for Downtown Safety Initiative Camera Project.

Brit was not able to be present this evening; Eric Smith was present in his place. There has been discussion for a downtown initiative to make things safer for residents to walk at night. Chief Meister introduced the gentleman and shared how the cameras would work. The technology will help solve crimes quicker.

Public Comment:

Victor Martinek – spoke regarding the Be the Match program
Darin Schepp – spoke regarding the CO2 pipeline proposed for Logan County

Libby Anderson – spoke regarding the CO2 pipeline proposed for Logan County
Emily Blankenship – spoke regarding the CO2 pipeline proposed for Logan County

Proclamation 2023-479 Childhood Cancer Awareness September 1, 2023.

Destine Richert spoke and shared her personal story of the diagnosis, journey and loss of her 2-year-old son, Clay, to cancer. She asked for the City's support for Childhood Cancer Awareness month. Mayor Welch read the Proclamation for the Council.
This item will be placed on the regular agenda.

Request to permit - National Railsplitting Association Festival September 16th & 17th 2023

This item will be placed on the consent agenda.

Local Boy Scout Troop for potential Eagle Scout Project to repaint the underpass on South Kickapoo Street

The troop will be asked to join the council at a later COW to explain more and their design plan.

RAS 1 & 2 Replacement Pumps

RAS 1 & 2 pumps are shot.

This item will be placed on the regular agenda.

Crawford, Murphy & Tilley Engineering Work Order No 6

This work order is for the sidewalk project. Engineering costs total \$33,000.00

This item will be placed on the regular agenda.

Funding for Sidewalk Engineering

Funds for the Sidewalk engineering will be coming out of Capital Projects, rather than MFT funds. This is due to not receiving concrete bids to allow the use of MFT funds.

This item will be placed on the regular agenda.

Economic Development Commission Grant Approval – Mystic Grenz/Ind Capital LLC, 120 Woodlawn Rd, Exterior Door & Window Replacement.

This item will be placed on the regular agenda.

Elevator Modernization Proposal

Initially the Council approved \$175,000 from ARPA funds for this project. The estimate came in higher so a request is being made to use an additional \$25,000 of ARPA funds to cover the increase in material cost. These additional funds include a 10% contingency.

This item will be placed on the regular agenda.

Ordinances regarding Truck & Trailer Parking

Alderwoman Rohlf shared that she sees more businesses operating in residential districts that are needing several vehicles to operate. She wasn't sure if these residents were aware of the ordinances. She'd like the ordinances undated and enforced.

There was discussion to hire an additional employee in Code Enforcement however an additional salary is not in this year's budget. The Police Department is short staffed as well. There was also discussion in deputizing either Cori or Wes, or both, in the Code Enforcement office.

This item will be discussed with department heads and brought back to a future COW.

Mayor Welch moved on to other items on the agenda.

Announcements:

- Superintendent Landers would like to have the bid approval for the sidewalk project added to the regular agenda. The bid opening is tomorrow.
- The oil & chip project will begin next week.
- Huge thank you to the Balloons Over 66 committee.
- There is an upcoming bike riding event at the Oasis on September 16. See their website for more information
- Employee Appreciation Cheesed Out Food Truck is September 7th from 11-2, and it open to the public

Executive Session 2C11 Pending or Imminent Litigation:

There being no further announcements to come before the council, Alderman Parrott made the motion to move into Executive Session, seconded by Alderman Downs. All were in favor.

The Council recessed from the Committee of the Whole meeting at 9:18pm in order to enter Executive Session. Mayor Welch announced there would be no further city business conducted upon reconvening.

Return from Executive Session:

The council reconvened from Executive Session at 10:39pm in order to reconvene the Committee of the Whole meeting. Roll call was taken.

Present:

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

Absent:

Alderman Craig Eimer, Ward 4

The executive session discussion item will be placed on the regular agenda.

Adjournment:

There being no further discussion to come before the City Council of Lincoln, Alderman Parrott motioned to adjourn, seconded by Alderman O'Donoghue. All were in favor. Mayor Welch adjourned the meeting at 10:40 p.m.

Respectfully Submitted By:

Charity Hutchison, Recording Secretary

MINUTES APPROVED BY CITY COUNCIL
AS RECORDED IN THIS DOCUMENT ON

OCT - 2 2023

MAYOR

CITY CLERK

COMMITTEE OF THE WHOLE MEETING

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

Tuesday, September 12, 2023

The Committee of the Whole Meeting of the City Council of Lincoln was called to order by Mayor Tracy Welch at 7:00 p.m., with proper notice given. City Clerk Peggy Bateman called roll.

Present:

Aldерwoman Robin McClallen, Ward 1
Alderman Steve Parrott, Ward 1
Alderman Sam Downs, Ward 2
Alderman Kevin Bateman, Ward 3
Aldерwoman Wanda Lee Rohlfs, Ward 3
Alderman Craig Eimer, Ward 4
Aldерwoman Rhonda O'Donoghue, Ward 4

Staff Present:

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

Absent:

Alderman David Sanders, Ward 2
Bob Dunovsky, Fire Chief

Presiding:

Mayor Tracy Welch

Public Comment:

There is no one present for public comment.

Proclamation 2023-480 General Federation of Women's Club Inaugural National Day of Service September 30, 2023.

Mayor Welch read to proclamation to the Council.
This item will be placed on the regular agenda.

Planning Commission 2023-03 Request for Special use Permit at 227 N. Kickapoo St.

This is a request for a drive-thru at a new construction at 227 N. Kickapoo St. The permit was unanimously approved by the Planning Commission.

Aldерwoman Rohlfs questioned some of the wording on the Special Use Permit application. She felt there wasn't enough information on the application according to the questions asked. Mr. Woodhall will tweak the application to be more clear.

This item will be placed on the regular agenda.

Bid opening for 638 6th Street

There weren't any bids received. The neighboring property owner, interested in purchasing this property, was unaware there was a bid opening. He was waiting for a notice to be posted on the property. Alderman Bateman asked that the city go out for bid a 2nd time with a minimum bid of \$250.00 to cover the cost of the advertising costs for the 2nd time.

This item will be placed on the regular agenda.

Appointment of new members to the Liquor Commission.

Mayor Welch would like to appoint Ashley Metelko, Julie Landers, and John Hoblit to the Liquor Commission. Through email, there was concern with these appointments. The main concern was that the Commission would be all city employees.

Mayor Welch shared that there was never an ordinance codified regarding the Liquor Commission. This means the Mayor is the Liquor Commissioner. The Commission has been operating and following State statute.

The current Commission consists of Mayor Welch and Alderman Eimer, after Aldermans Hoefle and Zurkammer resigned from the Council. There are applications waiting to be processed.

City Attorney Hoblit feels it would be better if he sat on the commission as a non-voting member.

Mayor Welch would still like to appoint Julie Landers and Ashley Metelko as voting members to the Liquor Commission. He would like a recommendation from council members for the 3rd person.

There is no need for a vote on this item, so it will not be added to the agenda.

Parking on North Union Street

Alderman Bateman has been contacted by several people that live along N. Union St, from 20th St to Feldman Dr. The no parking code is from the 1980s. At that time there weren't any homes built on the east side of N. Union. After speaking with the Police Chief and Street Superintendent, they both feel the street is wide enough to allow parking.

Street Superintendent Landers has some other streets in town that he'd like to change parking for. He will compile a list of streets, including the N Union St, and bring back to the Council at a future COW to make one vote.

Purchase of Security Cameras from Beck Tech for phase 1 for Downtown in amount not to exceed \$25,000.00 from line item 02-0604-6436

Phase 1 will consist of seven cameras.

This item will be placed on the regular agenda.

Application from Rt. 66 Rec. LLC 401 Broadway – Cannabis Craft Grower

There was some concern from a neighboring business with this property regarding odor and construction due to the two businesses sharing a wall. They are not against the type of business possibly going in to 401 Broadway.

Alderman Parrott was also concerned with the odor from the cannabis. Mayor Welch explained that the Cresco lab is 10,000 square feet and the craft grower will only be 1000 square feet. The growing will be inside a room within a room.

There will be conversations with the neighboring business to make sure their concerns are addressed. This item will be placed on the regular agenda.

Mayor Welch moved on to other items on the agenda.

Announcements:

- Alderman Bateman asked for an update for the non-union employee wages. Alderman Parrott said they are still working on it.
 - Alderman Eimer thanked the Street Department for their sidewalk work along 5th St.
 - Homecoming is this Friday. The city will walk representing 3rd Fridays.
 - Work Camp for Life will have their launch party this weekend.
 - Street closures will happen on Wyatt on Thursday evening for Homecoming decorating. Use Caution.
-

Adjournment:

There being no further discussion to come before the City Council of Lincoln, Alderman Downs motioned to adjourn, seconded by Alderman Eimer. All were in favor. Mayor Welch adjourned the meeting at 8:31 p.m.

Respectfully Submitted By:

Charity Hutchison, Recording Secretary

MINUTES APPROVED BY CITY COUNCIL
AS RECORDED IN THIS DOCUMENT ON

OCT - 2 2023

MAYOR

CITY CLERK

REGULAR CITY COUNCIL MEETING

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

Monday, September 18, 2023

The Regular Meeting of the City Council of Lincoln was called to order by Mayor Welch at 7:00pm, with proper notice given. City Clerk Peggy Bateman called roll.

Present:

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

Staff Present:

Peggy Bateman, City Clerk
Chuck Conzo, City Treasurer
John Hoblit, City Attorney
Joe Meister, Police Chief
Wes Woodhall, Building and Safety Officer
Andrew Bowns, Veolia Water, Project Manager

Absent:

Bob Dunovsky, Fire Chief
Walt Landers, Streets Superintendent

Presiding:

Tracy Welch, Mayor

Public Comment:

Andrea Runge spoke to the three cannabis items on tonight's agenda.

Consent Agenda by Omnibus Vote:

A. Payment of Bills

B. Approval of minutes for August 21, 2023 Regular City Council Meeting, September 5, 2023 Regular City Council Meeting.

Alderman Downs made the motion to approve, Aldерwoman O'Donoghue seconded. Mayor Welch called for discussion.

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

Yeas: (8) Alderman Steve Parrott, Alderman Sam Downs, Aldерwoman Rhonda O'Donoghue, Aldерwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderman Craig Eimer, Aldерwoman Robin McClallen, Alderman David Sanders

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

Mayor Welch moved to other items on the agenda.

Ordinances and Resolutions:

A. Ordinance 2023-1023 to go out for bid for the sale of property at 638 6th St with a minimum bid of \$250.00.

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

Yeas: (8) Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Wanda Lee Rohlfs, Alderman Craig Eimer, Alderman Kevin Bateman, Alderwoman Robin McClallen, Alderwoman Rhonda O'Donoghue, Alderman David Sanders

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

Mayor Welch moved to other items on the agenda.

Reports:

Treasurer's Report for August, 2023

General Fund – similar to last month
Non-Home Rule Sales tax – that has increased from a year ago, up \$7,000
Municipal Sales Tax – not as good as it was a year ago, down approx. \$46,000
Police Pension Fund – Decline between July/August due to investing
Fire Pension Fund – went up from the previous month
Income Tax – slightly under from a year ago
Replacement Tax – variations from month to month
Video Gaming – down from a year ago
Motor Fuel Tax – down from a year ago

City Clerk's Report for August, 2023

\$266,350.96 were received in sewer receipts in August 2023. \$39,051.30 was received from both prisons.

Department Head Report for August, 2023

These reports are on file or will be soon.

New Business/Communications:

A. Approval of Mayoral Proclamation 2023-480 proclaiming Saturday, September 30, 2023 as General Federation of Women's Club Inaugural National Day of Service.

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

Yeas: (8) Alderman Steve Parrott, Alderman Sam Downs, Alderwoman Rhonda O'Donoghue, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderman Craig Eimer, Alderwoman Robin McClallen, Alderman David Sanders

Nays: (0)

Abstain: (0)

Absent: (0)

B. Approval of Planning Commission 2023-03 request for Special Use Permit at 227 N. Kickapoo St.

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

Discussion was had in the last COW meeting regarding the wording of the special use permit application. There was a question on the application that asked for clarification and there was no clarification made. Due to that, Alderwoman Rohlfs voted no. A revised application will be brought back to a future COW.

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

Yeas: (7) Alderman Steve Parrott, Alderman Sam Downs, Alderman Craig Eimer, Alderman Kevin Bateman, Alderwoman Rhonda O'Donoghue, Alderwoman Robin McClallen, Alderman David Sanders

Nays: (1) Alderwoman Wanda Lee Rohlfs

Abstain: (0)

Absent: (0)

C. Approval of the purchase of Security Cameras from Beck Tech for Phase 1 for the Downtown Security in an amount not to exceed \$25,000.00.

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

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

Nays: (0)

Abstain: (1) Alderwoman Robin McClallen

Absent: (0)

D. Approval of application from Rt 66 Rec. LLC at 401 Broadway Street for a Cannabis Craft Grower license.

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

Alderwoman McClallen feels the city may be trading short term financial gain for a long term detriment to the city. Alderman Parrott agreed. Alderwoman Rohlfs was concerned of the smell in the downtown area.

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

Yeas: (5) Alderman Sam Downs, Alderman Craig Eimer, Alderman Kevin Bateman, Alderwoman Rhonda O'Donoghue, Alderman David Sanders

Nays: (3) Alderwoman Robin McClallen, Alderman Steve Parrott, Alderwoman Wanda Lee Rohlfs

Abstain: (0)

Absent: (0)

E. Approval of application from Do Mor Development, LLC Cannabis Dispensary at 1120 Woodlawn Rd. (Tabled item from 9/5/2023)

Alderman Bateman made the motion to remove the item from the table, Alderman Eimer seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called the roll.

Yeas: (8) Alderman Steve Parrott, Alderman Sam Downs, Alderman Craig Eimer, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Rhonda O'Donoghue, Alderwoman Robin McClallen, Alderman David Sanders

Nays: (0)

Abstain: (0)

Absent: (0)

Alderman Downs made the motion to approve the item as presented, Alderman Bateman seconded. There being no discussion, City Clerk Bateman called roll.

Yeas: (5) Alderman Sam Downs, Alderman Craig Eimer, Alderman Kevin Bateman, Alderwoman Rhonda O'Donoghue, Alderman David Sanders

Nays: (3) Alderwoman Robin McClallen, Alderman Steve Parrott, Alderwoman Wanda Lee Rohlfs

Abstain: (0)

Absent: (0)

F. Approval of application from 1248 IP Holdings LLC for non-retail Cannabis Infusion at 1121 Hickox Dr. (Tabled item from 9/5/2023)

Alderman Downs made the motion to remove the item from the table, Alderman Bateman seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called the roll.

Yeas: (8) Alderman Steve Parrott, Alderman Sam Downs, Alderman Craig Eimer, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Rhonda O'Donoghue, Alderwoman Robin McClallen, Alderman David Sanders

Nays: (0)

Abstain: (0)

Absent: (0)

Alderwoman O'Donoghue made the motion to approve the item as presented, Alderman Eimer seconded. There being no discussion, City Clerk Bateman called roll.

Yeas: (5) Alderman Sam Downs, Alderman Craig Eimer, Alderman Kevin Bateman, Alderwoman Rhonda O'Donoghue, Alderman David Sanders

Nays: (3) Alderwoman Robin McClallen, Alderman Steve Parrott, Alderwoman Wanda Lee Rohlfs

Abstain: (0)

Absent: (0)

Announcements:

- Alderman Eimer thanked the Sewer plant for their recent work on the intersection of Tremont/Chicago.
- There are plans to address the drainage issues on Chicago Street near Moriearity Insurance. A catch basin will be installed in that area.
- Contact the Sewer Plant for information regarding sewer/water line coverage.
- Alderwoman Rohlfs mentioned she was informed of a rat issue in a neighborhood in a different Ward than hers. She notified Alderman Parrott. It was instructed that the homeowner call an exterminator. If the issue is coming from a neighboring property, they can call the Building & Safety Office.

Adjournment:

There being no further discussion to come before the City Council of Lincoln, Alderman McClallen motioned to adjourn, seconded by Alderman Parrott. Mayor Welch adjourned the meeting at 7:44 p.m.

Respectfully Submitted By:

Charity Hutchison, Recording Secretary

MINUTES APPROVED BY CITY COUNCIL
AS RECORDED IN THIS DOCUMENT ON

OCT - 2 2023

MAYOR

CITY CLERK

MEMORANDUM

TO: Mayor and City Council Members
FROM: Ashley Metelko, Administrative Assistant
MEETING DATE: September 26, 2023
RE: Economic Development Commission Grant Approvals

Background:

On September 26, 2023, the Economic Development Grant Commission met and approved the following applications:

STRUCTURAL GRANTS:

1. Alley Bi Saloon Inc – 415 Pulaski Street

- Foundation Repair

Amount approved by Economic Development Commission on September 15, 2023: \$7,500.00

2. Infiniti Real Estate LLC/Greg Patel – 624 Woodlawn Rd

- 10x10 car wash door/install

Amount approved by Economic Development Commission on September 15, 2023: \$7,500.00

FACADE GRANTS:

1. Alley Bi Saloon Inc – 415 Pulaski Street

- Awning & East wall repair

Amount approved by Economic Development Commission on September 15, 2023: \$6,970.00

LINCOLN POLICE DEPARTMENT

CHIEF OF POLICE
JOSEPH MEISTER



DEPUTY CHIEF OF POLICE
MATTHEW COMSTOCK

To: City of Lincoln Mayor, Tracy Welch & City of Lincoln Council Members
From: Chief of Police, Joseph Meister
Meeting Date September 26th, 2023

Re: Purchase of Police Service Dog, Training and Related Equipment

Background

The Lincoln Police Department has a long history of employing a K9 to assist with narcotics detection and enforcement, tracking and criminal apprehension. Our K9 program has existed since 1990. In January of 2023, Lincoln PD retired its last service dog, Ace, after 5 years of service. The Department currently owns a new vehicle specially outfitted for a K9 handler and his service dog. Deputy Chief Comstock and I interviewed and selected a new dog handler, Officer Chris Phillips. We also assigned Sergeant Kevin Lynn, a former K9 Officer for Lincoln PD, to research and locate the best possible source for the animal, training and equipment. We have decided make the purchase through Vohne Liche Kennels, of Denver, Indiana.

Analysis/Discussion

It is no secret that illegal drug activity exists within our community. Suspects, even for minor traffic violations, are fleeing and attempting to evade arrest at higher rates than experienced in the past. To assist Officers in narcotics detection, enforcement and suspect apprehension, Police Departments across the nation utilize service animals that are specifically trained and certified for that purpose. Lincoln Police Department is no different. A full service dog is a tool that increases efficiency in the aforementioned disciplines of law enforcement, as well as Officer Safety.

During budget preparations, the Lincoln Police Department prepared for the purchase of a new service dog, as well as the costs of equipment and training associated with the responsibility of owning and employing the animal.

Fiscal Impact

The purchase price of the entire full service K9 package at Vohne Liche Kennels is \$21,785. This price includes all training for both the dog and the handler, 6 weeks room and board at academy for the handler and all necessary equipment for the pair. Lincoln PD budgeted \$49,626 in Line Item #70-1200-7861, for the purchase of the K9 and for the potential replacement of an old vehicle in case of breakdown.

It should also be noted that in recent years, illegal funds seized through the assistance and use of service dogs during investigations in Lincoln have and will continue to offset the costs of the purchase, care and maintenance of the animal.

LINCOLN POLICE DEPARTMENT

CHIEF OF POLICE
JOSEPH MEISTER



DEPUTY CHIEF OF POLICE
MATTHEW COMSTOCK

COW Recommendation

Place on Council's October 2nd, 2023 Voting Agenda to approve the purchase of the new service dog, training and equipment to replace the vacancy of our recently retired service dog, Ace.

Sincerely & Respectfully,

A handwritten signature in black ink that reads "Joseph H. Meister Jr." in a cursive style.

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

Vohne Liche Kennels, Inc.

7953 N Old Rt 31
Denver, IN 46926

Invoice

Date	Invoice #
8/30/2023	19033

Bill To
Lincoln PD (IL) Kevin Lynn 710 5th St Lincoln, IL. 62656

Ship To
Lincoln PD (IL) Kevin Lynn 710 5th St Lincoln, IL 62656

P.O. #	Terms	Date Due	VLK Rep	Ship Date	Contact #
		12/6/2023	LL	11/2/2023	
Description			Quantity	Rate	Amount
Dual Purpose Gun Detector Dog Course, 6 Weeks Class Date: November 6, 2023 Handler:			1	6,000.00	6,000.00T
Dual Purpose Pre-Trained Gun Canine – Untitled Guarantee:Effective from day of purchase. 100% Health for 6 months, Skeletal 12 months. If any genetic or hereditary problem is found during time of guarantee K-9 will be replaced. A vet report stating diagnosis must accompany K-9 on return . Trainability 3 months, Compatibility 1 month.			1	12,000.00	12,000.00T
Housing			41	80.00	3,280.00
6' x 3/4" Black Leather Lead			1	22.00	22.00T
Choke Chain 22"			1	6.00	6.00T
Tan 1" Leather Collar			1	8.00	8.00T
30' Black Long Line Lead			1	24.00	24.00T
Black Leather Tracking Collar 22"			1	25.00	25.00T
Black Leather Muzzle - Medium			1	100.00	100.00T
.38 Special Blank Bullets			1	30.00	30.00T
VLK Patrol Double Girth Harness, VLK Label			1	55.00	55.00T
2 Quart Stainless Steel Bowl			1	7.00	7.00T
3 Quart Stainless Steel Bowl			1	8.00	8.00T
Slicker Brush			1	7.00	7.00T
K-9 #500 Vari-Kennel - Gently Used			1	95.00	95.00T
Kinetic 30K Power Dog, 35#			2	59.00	118.00T
Equipment Package Total					505.00
Subtotal					21,785.00
All invoices paid by credit card are subject to a 4% service charge.				0.00	0.00T
Thank you for your business.				Total USD	

Payments/Credits

Balance Due

Vohne Liche Kennels, Inc.

**7953 N Old Rt 31
Denver, IN 46926**

Invoice

Date	Invoice #
8/30/2023	19033

Bill To
Lincoln PD (IL) Kevin Lynn 710 5th St Lincoln, IL. 62656

Ship To
Lincoln PD (IL) Kevin Lynn 710 5th St Lincoln, IL 62656

P.O. #	Terms	Date Due	VLK Rep	Ship Date	Contact #
		12/6/2023	LL	11/2/2023	
Description			Quantity	Rate	Amount
TAX ID # 35-2148814 Out-of-state sale, exempt from sales tax				0.00%	0.00 0.00
Thank you for your business.				Total USD	\$21,785.00

(765) 985-2274 Phone
(765) 985-2595 Fax
www.vohneliche.com

Payments/Credits	\$0.00
Balance Due	\$21,785.00

LEASE AGREEMENT

THIS LEASE AGREEMENT is made in duplicate at Lincoln, Illinois, as of the ____ day of _____, 2023 (herein defined as “Execution Date”) between CITY OF LINCOLN, an Illinois municipal corporation located in Logan County, Illinois, hereinafter referred to as “Lessor”, and LOGAN COUNTY TOURISM BUREAU, an Illinois corporation with its principal office at 101 North Chicago Street, Lincoln, Illinois 62656, hereinafter referred to as “Lessee”.

I. RECITALS AND REPRESENTATIONS

A. Lessor holds record title to certain improved real estate, a portion of which is commonly known as 101 N. Chicago Street, Lincoln, Logan County, Illinois, which real estate is legally described as:

All that part of the property bounded on the North by the South line of Pekin Street, on the East by the West line of Chicago Street, on the South by the North line of Broadway Street and on the West by the East line of Sangamon Street, excepting and reserving therefrom a strip of land 50 feet in width being 25 feet of each side of the center line of the existing main track as now located, all situated in the Northwest Quarter of Section 31, Township 20 North, Range 2 West of the 3rd P.M., Logan County, Illinois.

B. Lessee desires to lease the improvements on the Property for the Permitted Use for a period of one (1) year.

C. Lessor covenants that they are lawfully seized of the leased Property, that they have full right and power to make this Lease and Lessor further covenants to keep Lessee in quiet possession of the Property during the continuance of this Lease.

II. AGREEMENTS

NOW, THEREFORE, the Parties agree as follows:

01.00 Agreement to Lease and Term

01.01 Agreement

Lessor hereby leases the Property to Lessee for the Rent for the Term on the terms and conditions contained in this Agreement, and Lessee hereby takes the Property from Lessor and agrees to occupy the Property only for the Permitted Use.

01.02 Term

The Term shall commence upon _____, 2023, (herein referred to as Effective Date), and the first Lease Month shall commence the _____ day of _____, 2023.

01.03 Automatic Renewal

This Lease Agreement shall automatically renew for another one (1) year period unless either party gives notice of their desire to terminate the same at least sixty (60) days prior to the expiration of the Initial Term.

02.00 Rent – Monthly Installments

Lessee shall pay the Rent in cash or check to Lessor at such place as Lessor periodically designates in writing, but at their address as set forth herein unless changed in writing, in monthly installments in the amount of NINE HUNDRED DOLLARS (\$900.00) on or before the 1st day of _____, 2023, and on or before the 1st day of each and every month thereafter during the Term.

If Rent is not paid when due or within five (5) days thereafter, a late charge of FIFTY DOLLARS (\$50.00) plus TWENTY-FIVE DOLLARS (\$25.00) for each and every day after the fifth day that said Rent is not paid shall be due and payable in addition to the Rent, which penalty shall apply separately to each and every month if said Rent is not paid as herein set forth.

03.00 Taxes, Utilities, and Insurance

03.01 Taxes

Lessor shall pay the Taxes attributable to the Term.

03.02 Utilities

Lessor shall pay all Utilities attributable to the Improvement and Property during the Term, when due.

03.03 Insurance

Lessor shall provide and maintain Property and Casualty Insurance on Improvements during the Term, and the Lessee shall provide all other Insurance and deliver a certificate of the same to Lessor evidencing such Insurance on the Execution Date naming the Lessor as an additional insured. The Insurance shall, to the reasonable extent obtainable, provide for written notice to Lessor and Lessee by the insurance companies not less than twenty (20) days prior to expiration, cancellation, renewal, or modification of such Insurance. Lessor shall, in the event of a loss, receive any insurance proceeds attributable to the value of the "Improvements".

03.04 Failure to Comply

If Lessee shall fail to comply with this Section 03.00, Lessor may, but need not, perform any act required of the Lessee, without releasing the Lessee from responsibility and without preventing such failure to perform from being a default hereunder. Any amounts paid shall be added to the rent due hereunder.

03.05 Risk of Loss

Lessee agrees that all of Lessee's property in or about the Improvements or Property, including, but not limited to, Lessee's inventory, apparatus, equipment, business records, supplies, materials, and its improvements, as well as any property being kept by Lessee for others, shall be at the risk of Lessee only. Any insurance carried by Lessee on such shall name Lessee as the sole payee of any proceeds due thereunder and shall be retained by Lessee, except to the extent of modifications made to the Improvements or Property, which shall be payable to Lessor.

04.00 Maintenance

04.01 Snow Removal and Mowing

Lessor shall be responsible for snow removal on the sidewalk in front of the Property and for mowing the outside of the premises.

04.02 Responsibilities and Representations of Lessee

A. Lessee shall not do or suffer any waste, damage, disfigurement, or injury to any part of the Property or Improvements. Lessee shall also maintain the premises in a neat and clean condition and maintain the landscaping in at least as good of condition as it is as of the Effective Date. At the end of the Term or sooner termination of this Lease, whether by operation of law, for failure to comply with the provisions hereof or otherwise, Lessee shall deliver up the Property, together with modifications to the Improvements, in like order, condition, and repair, depreciation caused by the reasonable and considerate use thereof or insured casualty excepted. Lessee shall be responsible, at its expense, to maintain and repair any structural members constructed by it during the Term of this Lease.

B. Lessee shall not manufacture, distribute, sell, or otherwise dispense any alcoholic beverage, beer, or wine from the Property which is the subject of this Lease.

04.03 Janitorial Services

Lessee shall be responsible for all janitorial services with respect to the Property and shall likewise be responsible for the maintenance and upkeep.

05.00 Lessee's Improvements and Mechanics' Liens

05.01 Lessee's Improvements

Lessee shall furnish the premises with items that will suitably complement the history of the building. Lessee shall have the right to make changes or alterations to the Property only with the prior written consent of Lessor, which written consent shall be requested by Lessee with the submission of plans and proposals for changes and alterations; and if such consent is given, then such improvements shall be made such that: (a) no change or alteration shall at any time be made which shall impair the structural soundness or diminish the value of the Improvements or Property; (b) no change or alteration shall be undertaken until Lessee shall have procured and paid for all required municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction; (c) all work done in connection with any change or alteration shall be done in a good and workmanlike manner and in compliance with the building and zoning laws and with all other laws, ordinances, orders, rules, regulations, and requirements of all federal, state, and municipal governments and the appropriate departments, commissions, boards, and officers thereof, and in accordance with the orders, rules, and regulations of the Board of Fire Underwriters or any other body now or hereafter constituted exercising similar functions and the Lessee shall procure certificates of occupancy and other certificates if required by law.

05.02 Lessee's Fixtures

A. All fixtures purchased and installed by Lessee, other than replacement of Lessor's fixtures, shall remain the personal property of Lessee. Within ten (10) days after the end of the Term or sooner Termination of this Lease, whether by operation of law, failure to comply with the provisions hereof, or otherwise, Lessee may remove such fixtures, provided Lessee shall repair any damage caused by such removal, or, with the written consent of Lessor, reimburse Lessor for the cost of such repair.

B. All improvements or alterations authorized by Lessor pursuant to the provisions of the previous section shall become Improvements to the Property and shall remain on the Property as of the date of termination, either by operation of law or by the expiration hereof.

C. Lessee shall be permitted to affix such signage to the front of the building as it deems appropriate advertising the tourism bureau and with necessary approvals of the City Council and Historical Preservation Committee. Such signage shall be done in a professional manner.

05.03 Mechanic's Liens

Lessee shall not suffer or permit any mechanic's lien to be filed against the Property or any part thereof by reason of work, labor, services, or materials performed or supplied or claimed to have been performed or supplied. If such mechanic's lien shall be filed against the Property, or any part thereof, Lessee shall cause the lien to be discharged of record within thirty (30) days after the date of filing; provided, however, Lessee shall not be required to discharge the lien so long as Lessee shall in good faith and with due diligence contest the same by appropriate legal proceedings which shall have the effect of preventing the sale or forfeiture of the Property, or any part thereof or interest therein to satisfy the same. If Lessee elects to contest the same, it shall post a surety bond with Lessor guaranteeing payment of the disputed amount. If Lessee shall fail to discharge the lien within such period, or otherwise contest the same, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, discharge the same by paying the amount claimed to be due without inquiry into its validity. The Lessor agrees that they shall not permit any lien, obligation, or encumbrance to be placed against the subject Property which would threaten the Lessee's quiet possession of the Premises.

06.00 Damage or Destruction

In case of damage by fire or other casualty to the Improvements and if the damage is so extensive as to amount practically to the total destruction of the Improvements, Lessor may, at their option, terminate this Lease and the Rent shall be apportioned to the time of the damage. The Lessor shall notify the Lessee of the termination of this Lease within forty-five (45) days after the occurrence. If Lessor elects to repair or rebuild, they shall do so in a diligent manner and the Rent, during any periods Lessee is unable to occupy the Improvements, shall abate.

07.00 Property Excluded From Lease

The Wait Station on the North end of the real estate, previously leased to Amtrak, is specifically excluded from this Lease.

08.00 Condemnation of Property and Compensation Awarded

08.01 Condemnation

If under the power of eminent domain, there shall be a permanent taking of the whole or any portion of the Property so as to materially affect the Permitted Use of the Property, this Lease shall cease as of the date that pursuant thereto title shall be taken by the appropriating authority. In the event of any taking of a portion of the Property which does not materially affect

the Permitted Use of the Property, this Lease shall continue in full force and effect and the Rent shall continue unabated.

08.02 Compensation

All compensation awarded for a taking under the power of eminent domain shall be paid to Lessor.

09.00 Inspection and Use

Lessee shall permit Lessor or their designee to enter the Improvements in the event of any emergency, or at all times during normal working hours, after reasonable notice to Lessee, for the purpose of inspecting the Improvements, performing their obligations hereunder or performing Lessee's obligations if not performed by it; however, nothing herein shall imply any duty upon Lessor to perform Lessee's responsibilities, nor as a waiver of Lessee's default.

Lessee shall permit Lessor to utilize the premises for public functions and or speaking events. Lessor shall provide Lessee reasonable advanced written notice of the intention to utilize the premises for these reasons as soon as possible, but in no event less than twenty-four (24) hours in advance.

10.00 Condition of Improvements

Lessor has made no representations of any nature in connection with the condition of the Improvements or Property. Lessee shall be presumed to have accepted possession of the Improvements under this Lease on the Effective Date, which shall be conclusive evidence as against the Lessee that Lessee was fully familiar with the physical condition of the Improvements and Property.

11.00 Assignment and Subletting

Lessee shall not assign or sublet any portion of the Property or Improvements, nor shall Lessee make any collateral assignment of this Lease and its rights hereunder for the purpose of securing any debt or obligation of Lessee. In the event Lessee makes any assignment or sublets all or any portion of the subject Property contrary to the provisions of this section, the said Lessee shall be obligated to Lessor, in addition to any and all other obligations as set forth hereunder, in the amount of ONE HUNDRED DOLLARS (\$100.00) per day for each and every day which said assignment or subletting contrary to the provisions hereof is allowed to continue. The amounts as in this section set forth shall be in addition to any and all remedies or obligations as set forth in this document and not in limitation of the same.

12.00 Default and Remedies

12.01 Default

A. Upon the occurrence of an Event of Default, Lessor shall give Lessee notice of such Event of Default, and if at the expiration of ten (10) days after the mailing of such notice, Lessee: (a) with respect to an Event of Default which can be cured within such period, has failed to cure the Event of Default; or (b) with respect to an Event of Default which cannot be cured within such period, Lessee has failed to proceed with all due diligence to cure the Event of Default and thereafter to prosecute the curing of such Event of Default with all due diligence (it being intended that in connection with a Default not susceptible of being cured with due diligence within ten (10) days, the time of Lessee within which to cure the same shall be extended, at the option of the Lessor, for such period as may be necessary to complete the same with all due diligence); Lessor shall then be able to declare a default hereunder. In the event Lessee is in default hereunder, then the Lessor shall be able to pursue any and all remedies available to them, at law or in equity. In the event Lessee fails to comply with any of the terms and provisions of this Lease Agreement, and, as a result thereof, the Lessor incurs any costs or expenses with respect thereto, including reasonable Attorney's fees, then, in such event, the Lessee shall be liable to the Lessor for such costs and expenses incurred, including reasonable Attorney's fees incurred by Lessor in enforcing the obligations of the Lessee hereunder. Notwithstanding anything herein contained to the contrary, Lessor shall have the right to terminate this Agreement on ten (10) days written notice without affording Lessee an opportunity to cure any alleged default if substantially the same reason for a default specified in the Notice was also set forth in a prior Notice of default given at any time within the preceding twelve (12) months.

B. In the Lessor declares a default hereunder as set forth in the preceding paragraph, then the right of Lessee to the possession of the demised premises shall terminate without notice or demand, and the mere retention or possession thereafter by Lessee shall constitute a forcible detainer. If Lessor so elects, but not otherwise, this Lease shall thereupon terminate. On termination of the right of possession of Lessee, whether this Lease be terminated or not, Lessee shall surrender possession of the demised premises immediately and upon those conditions shall grant to Lessor full and free license to re-enter into and upon and in the demised premises or any part thereof to repossess the premises with or without process of law and to expel and remove the Lessee or any other person who may be occupying the premises or any part thereof through Lessee. Lessor may use any force in removing Lessee and any other person as may reasonably be necessary. Any entry by Lessor shall be made without waiving or postponing any other right against Lessee. Any re-entry shall be made without prejudice to any rights or remedies, whether by statute or common law that may otherwise be used for recovering arrears in Rent or for breach of any terms or conditions of this Lease. Any re-entry, repossession, expulsion, or removal, whether by direction of Lessor or through legal proceedings for that purpose, shall not terminate this Lease nor release Lessee from any liability for the payment of any rent stipulated to

be paid by this Lease or for the performance or fulfillment of any other term or condition provided herein, whether before or after re-entry, repossession, expulsion, or removal by Lessor. In the event of any re-entry by Lessor, Lessor may lease or relet the Property in whole or in part, or the building and improvements thereon, to any tenant or tenants that may be satisfactory to Lessor for any duration or for the best rents, terms, and conditions as Lessor may obtain. The acceptance of any tenant or the making of any Lease by Lessor shall be conclusive of the exercise of proper discretion by Lessor. In the event of a re-entry, Lessor shall use and apply the Rent received by Lessor as follows:

- (1) The payment of costs, maintenance, and operation of the demised premises and the buildings and improvements thereon, including a reasonable compensation to Lessor and their agents, attorneys, and employees for services in the management of the demised premises.
- (2) Payment of all taxes, assessments, impositions, and other charges or expenses herein agreed to be paid by Lessee.
- (3) Payment on account of the stipulated installment of Rent to be paid by Lessee from time to time as Rent accrues, with interest at the rate of ten percent (10%) per annum from the time the Rent becomes due.

Lessee shall pay to Lessor the difference between the Rent required under this Lease and the net amount received by Lessor during the period of reletting. Lessor shall not be under any obligation to repossess the demised premises during any period wherein Lessee is in default, and the foregoing provisions regarding the repossession and management of the building and the improvements and the disposition of Rents thereof by Lessor are made to operate only in the event Lessor shall elect to repossess the premises.

12.02 Abandonment

If at any time during the Term of this Lease, Lessee abandons the demised premises or any part thereof, Lessor may, at their option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at their discretion, as agent for Lessee, relet the demised premises, or any part hereof, for the whole or any part of the then unexpired Term and may receive and collect all Rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net Rent for such period realized by Lessor by means of such reletting. If Lessor's right of re-entry is exercised following Abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in

which case Lessor may dispose of all such personal property in such manner as Lessor deems proper and is hereby relieved of any and all liability for doing so.

13.00 General Conditions

13.01 Notices

All notices, requests, communications, and demands hereunder shall be in writing and shall be deemed to have been duly given if delivered in person or sent by registered or certified mail, postage prepaid, to:

Lessor: City of Lincoln, Illinois
Attn: Tracy Welch
700 Broadway Street
Lincoln, Illinois 62656

With Copy To: John A. Hoblit, Esq.
419 Pulaski Street; Ste B
Lincoln, Illinois 62656

Lessee: Logan County Tourism Bureau
Attn: Alice Roate
101 N. Chicago Street
Lincoln, Illinois 62656

13.02 Waiver of Breach

The waiver by any Party hereto of any breach of this Agreement, whether in a single instance or repeatedly, shall not be construed as a waiver of rights under this Agreement to terminate the same because of similar or additional breaches. Further, such waiver shall not in any manner be construed as a waiver by any other Party to strictly adhere to the terms and conditions of this Agreement nor as a waiver of any claim for damages or other remedy by reason of any such breach.

13.03 Binding Effect

The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, assigns, executors, administrators, and heirs.

13.04 Execution of Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

13.05 Complete Agreement

This Agreement supersedes any prior agreements and undertakings between the Parties hereto and represents the complete agreement of the Parties. However, this Agreement may be amended from time to time pursuant to the written agreement of all parties.

14.00 Indemnification

A. Lessee agrees to protect, indemnify, and hold Lessor free and harmless from and against any and all claims, demands, liens, and damages of every kind and nature, including the amounts of any judgments, penalties, interest, court costs, and legal fees incurred by Lessor in defense of the same, whether arising from an action by a third party or any governmental agent, specifically including any and all claims or demands of every kind and character in connection with or arising out of this Lease or the operation of the Permitted Use by Lessee on the premises which are the subject of this Lease.

B. Hazardous Materials: Lessee will be responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against all claims, costs, and liabilities, including attorneys' fees, court costs, and other expenses or litigation (i) arising out of or in connection with Lessee's storage, use, or disposal of any hazardous materials in, on, or about the Premises, the Building, or the Project, or (ii) arising out of or in connection with the removal, clean-up, and restoration work and materials necessary to return the Premises and any other property of whatever nature located in the Project to their condition existing prior to the appearance of Lessee's hazardous materials in the Premises or Project. Lessee's obligations under this Section will survive the expiration or other termination of this Lease.

15.00 Interpretive Guidelines, Incorporation by Reference, and Choice of Law

15.01 Interpretive Guidelines

The words and phrases set off by quotation marks in the Glossary have the meanings therein indicated. Any word or phrase which appears in this Agreement in parentheses, set off by quotation marks, or capitalized has the meaning denoted by its context. Whenever the words and phrases defined either in the Glossary or elsewhere in this Agreement are intended to have their defined meanings, the first letter of such word or the first letters of all substantive words in such phrase shall be capitalized. When the context permits, a word or phrase used in the singular means the plural and when used in any gender, its meaning also includes all genders. Captions of Sections are inserted as a matter of convenience only and do not define, limit, or extend the scope or intent of this Agreement or any provision hereof.

15.02 Incorporation by Reference, Schedules

The paragraphs under the heading "I.RECITALS:" and any Schedule referred to in this Agreement are hereby made a part of this Agreement.

15.03 Choice of Law

The laws of the State of Illinois shall govern the validity, interpretation, and administration of this Agreement.

16.00 Glossary

“Abandonment” means Lessee has failed to operate a tourism office from the Improvements located on the real estate which is the subject of this Lease for a continuous uninterrupted period of twenty-one (21) days, which business is open for business during regular and customary business hours for an insurance office.

“Effective Date” means _____, 2023.

“Event of Default” means the breach of the provisions hereof by either party.

“Execution Date” means the date this document is executed by the parties hereto.

“Improvements” means all structures located on the real estate described in Article I, Paragraph A., Lincoln, Illinois.

“Initial Term” means the period commencing October 1, 2023, and ending October 1, 2024.

“Insurance” means collectively: (a) general public liability insurance against claims for person injury, death, or property damage occurring upon, in, or about the Property, with limits of: not less than ONE MILLION DOLLARS (\$1,000,000.00) with respect to injury or death to a single person, not less than ONE MILLION DOLLARS (\$1,000,000.00) with respect to any one accident; and not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) with respect to any property damage, issued by such insurance companies as are licensed to do business in the State of Illinois and satisfactory to Lessor, and (b) such insurance as Lessee deems appropriate covering any and all personal property owned by Lessee or any and all personal property located on or about the Property.

“Insurance on Improvements” means fire and extended coverage insurance, including earthquake, in an amount equal to or not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00).

“Lease Month” means a calendar month during the Term.

“Lease Year” means a twelve (12) calendar month period.

“Parties” means the Lessor and Lessee.

“Permitted Use” means the operation of a tourism office and no other.

“Property” means 101 North Chicago Street, Lincoln, Illinois, which is a part of the real estate described in Article I, Paragraph A.

“Rent” means the sum of NINE HUNDRED DOLLARS (\$900.00) payable as set forth in Section 02.01 hereof.

“Taxes” means, collectively, all real estate taxes, assessments, and charges, and other governmental levies and charges general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind which are assessed or imposed upon the Property or any part thereof, but shall exclude any franchise, corporate, estate, inheritance, succession, capital levy, or transfer tax of Lessor, or any income, profits, or revenue tax, or any other tax, assessment, charge, or levy upon the Rent; however, if at any time during the Term a tax on rents is assessed against Lessor or the Rent as a substitution in whole or in part for taxes assessed by such State or political subdivision on the Property, such tax shall be deemed to be included within the definition of Taxes and shall be payable as provided herein.

“Term” means the period commencing on the Effective Date and ending October 1, 2023.

“Utilities” means, collectively, all electricity, gas, heat, water, flush taxes, or sewer charges, garbage removal, telephone, and other consumable services supplied the Property.

IN WITNESS WHEREOF, Lessor and Lessee have respectively executed and Lessee has caused this Lease to be executed as of the day and year noted above, on the Execution Date noted below.

Lessor:

Lessee:

CITY OF LINCOLN, ILLINOIS

LOGAN COUNTY TOURISM BUREAU

By: _____
Tracy Welch
Mayor

By: _____
Alice Roate
Its President

Dated: _____, 2023