# CITY OF LINCOLN REGULAR CITY COUNCIL MEETING AGENDA SEPTEMBER 6, 2016 7:00 P.M.

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

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

- A. Payment of Bills
- B. Request from LCHS to permit the closing of various City streets for the LCHS Homecoming Parade on Friday, September 23, 2016 from 2:30 pm until its conclusion
- C. Request from LCHS Football Boosters to whitewash Wyatt Avenue and Railer Way and to decorate the median along Wyatt Avenue during the afternoon of Thursday, September 22, 2016, with decorations allowed to remain through Thursday, September 29, 2016
- D. Request from the Harvest of Talents Ministry to permit a wooden sign to be placed on the City lot on the corner of N. Kickapoo and Pekin Streets from September 24, 2016 through Monday, October 24, 2016 to promote the annual Harvest of Talents

# 6. Ordinances and Resolutions

- A. Ordinance authorizing a five year lease agreement between the Lincoln Futbol Club and the City of Lincoln
- B. Resolution establishing a travel reimbursement policy for the City of Lincoln
- 7. <u>Bids</u>
- 8. <u>Reports</u>
- 9. New Business/Communications
  - A. Request from the Harvest of Talents Ministry and the Lincoln YMCA to close various City streets for a 5K "Harvest Run" on Saturday, October 22, 2016 beginning at 8:00 a.m. and continuing through its conclusion
- 10. <u>Announcements</u>
- 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 <u>cityclerk@lincolnil.gov</u> no later than 48 hours prior to the meeting time.

# **MEMORANDUM**

TO: Mayor and Aldermen of the City of Lincoln

FROM: Clay T. Johnson, City Administrator

MEETING DATE: August 23, 2016

RE: Requests to Permit

# Decorating of Wyatt Avenue for LCHS Homecoming

The LCHS Football Boosters have requested to decorate the median of Wyatt Avenue beginning Thursday, September 22, 2016. Decorations would remain until Thursday, September 29, 2016. The Football Boosters will be responsible for decorating and clean-up. Decorations will consist of streamers, wrapping of light poles, and signs. Nothing would be permanently affixed to any structure. The boosters will also whitewash Wyatt Ave. The City has received an insurance certificate naming it a certificate holder for LCHS events and will receive a new certificate upon renewal.

# LCHS Homecoming Parade

The City has received a request to permit the Lincoln Community High School Homecoming Parade on Friday, September 23, 2016 beginning at 2:30PM. The route for the parade would use Wyatt Avenue, Kickapoo Street, Broadway, and McLean Streets.

#### Harvest of Talents

The Annual Harvest of Talents Ministry has requested permission to place a wooden sign displaying the information regarding the event on the grass lot on the corner of Kickapoo and Pekin Streets. The sign will be placed on the lot "a few weeks" prior to the event and will be taken down Monday, October 24.

Additionally, in conjunction with the YMCA, Harvest of Talents requests the use of Hamilton Street between Pekin and Broadway, Wyatt Avenue, and Primm Road to the high school for their Harvest Run 5K Run/Walk. This route would then trace back to start/finish line. The event would begin at 8AM on Saturday, October 22. We will be receiving a certificate of insurance from the YMCA for the event.

# COW Recommendation: Place the requests on the Council's consent agenda for Monday, September 6.

Council Recommendation: Approve the Requests to Permit as presented.

AUG 1 6 2016

DATE: 8/17/16

We, the undersigned of the City of Uncoin, do hereby respectfully request the Mayor and City Council to permit

Homecoming ave a (les Cuu unse

If the above request is for use of City property, including streets and/ or alleys, please check one of the two boxes below:

[ ] A Certificate of Insurance Liability for the event is attached.

X A Certificate of Insurance Liability for the event will be provided to the City no later than <u>Sent. 17,7466</u>.

If City property is used, a Certificate of Insurance Liability is required listing the City as an additional insured. The City reserves the right to postpone review and consideration of this Request to Permit until a Certificate of Insurance Liability is provided.

Name:	Chris Ista	mmer	
Address:	1000 Ra.	ler Way	
	Uncolin		
Phone:	732-4131	cell: 433-2038	
Email:	chamme @ La	chiraileri.ony	

# **REQUEST TO PERMIT**

RECEIVED

DATE: 8/12/14

AUG 1 2 2016 CITY CLERK

We, the undersigned of the City of Lincoln, do hereby respectfully request the Mayor and City Council to permit

LCHS football boosters to whitewash Myatt are. Why (using, lime/water) and decorate the median along Myste ave. for ming festivities on Thursday, × the afternoor

If the above request is for use of City propert , including streets and/ or alleys, please check one of the two boxes below:

[ ] A Certificate of Insurance Liabilit for the event is attached.

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hel Jordina Name: Address: LCHS-1000 Railer 1 varola. Phone: \$17-732-4131 ext. 1219 Cell: Email: rjording @ Ichsrailers.org



PETITION

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

The Harvest of Talents for World Hunger Ministry Team, Lincoln, Illinois, requests permission from the governing body of the City of Lincoln to do the following in conjunction with the 33<sup>rd</sup> Annual Harvest of Talents for World Hunger to be held at Lincoln Christian Church on Saturday, October 22, 2016:

Place a wooden sign (bearing the date, time, and location of the *Harvest of Talents for World Hunger* event) on the vacant lot owned by the City of Lincoln at the corner of Kickapoo and Pekin Streets.

The sign will be erected a few weeks before "Harvest Day" by a member of our Ministry Team on the above-mentioned vacant lot after permission is granted by the Officials of the City of Lincoln, and the sign will remain in place until Monday, October 24, 2016, when it will be taken down by a member of our Harvest Ministry Team.

Requiring only two steel posts for installation, the sign will not in any way deface the property on which it is placed.

The sign will be freshly painted and will most likely bear large white lettering and fall leaves on a dark brown background.

Thank you for your kind consideration of this request.

Dated at Lincoln, Illinois, this 4th day of August 2016.

Respectfully submitted,

Carolyn Neal, Chairperson on behalf of the Harvest of Talents for World Hunger Ministry Team c/o Lincoln Christian Church 204 North McLean Street Lincoln IL 62656 Ph 732-7618 (church office) Ph 735-5708 (my home phone)

204 N. McLean Street - Lincoln - Illinois 62656

# **MEMORANDUM**

TO: Mayor and Aldermen of the City of Lincoln

FROM: Clay T. Johnson, City Administrator

MEETING

**DATE:** August 23, 2016

**RE:** Ordinance \_\_\_: Authorizing a Lease Agreement with Lincoln Futbol Club

# **Background**

The Lincoln Futbol Club (Lincoln FC) utilizes City owned property behind Walmart on Malerich Drive for their fields. Historically, the Club has been party to a lease agreement with the City for the use of that space. The Futbol Club has approached the City about renewing their lease and including a provision for the subleasing of the property to the Lincoln Area YMCA. The YMCA would like to also use the grounds for soccer programs in partnership with Lincoln FC.

#### Analysis/Discussion

For a period of five years beginning September 15, 2016, the City would allow the soccer club to utilize its property for its use including practices, games, and tournaments for a cost of \$1 per year. The lease also allows for the club to make improvements to the property including parking lots and driveways. To accommodate a new partnership between Lincoln FC and the YMCA, the lease allows for the subletting of the property exclusively to the YMCA. Subletting to other groups or individuals is not permitted per the agreement. Both the Lessor and the Lessee have options to terminate the lease early with sixty days' notice.

Fiscal Impact

None.

# **COW Recommendation**

Place the ordinance authorizing the lease agreement with the Lincoln Futbol Club on the Council's September  $6^{th}$  agenda.

# Council Recommendation

Approve the ordinance as presented.

# ORDINANCE NO.

ORDINANCE AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT

WHEREAS, the City of Lincoln is a municipal corporation situated in Logan County, Illinois; and,

WHEREAS, the City of Lincoln owns the fee simple title to

the following-described real estate:

Part of the Southwest Quarter of Section 26 and part of the Northwest Quarter of Section 35, all in Township 20 North, Range 3 West of the Third Principal Meridian in Logan County, Illinois, said part being further described as follows:

Commencing at a brass disk at the center of the said Section 26; thence South 01° 05' 42" East along the East line of the Southwest Quarter of the said Section 26 a distance of 661.48 feet to the Southeast corner of the North Half of the North Half of the Southwest Quarter of said Section 26; thence South 01° 07' 31" East along the East line of the Southwest Quarter of said Section 26 a distance of 659.77 feet to the Southeast corner of the Northeast Quarter of the Southwest Quarter of said Section 26; thence South 01° 09' 22" East along the East line of the Southwest Quarter of said Section 26 a distance of 503.11 feet to the point of beginning; thence continuing South 01° 09' 22" East along said East line a distance of 820.47 feet to the Southeast corner of the Southwest Quarter of said Section 26; thence South 00° 51' 30" East along the East line of the Northwest Quarter of said Section 35 a distance of 473.49 feet to a point on the abandoned North right of way line of Illinois Central Railroad; thence North 58° 03' 46" West along the said North right of way line a distance of 1569.15 feet to a point on the West line of the Southeast Quarter of the Southwest Quarter of said Section 26; thence North 01° 01' 16" West along the said West line of the Southeast Quarter of the Southwest Quarter of said Section 26 a distance of 461.13 feet; thence North 89° 53' 11" East a distance of 1316.20 feet to the point of beginning, containing 26.539 acres, more or less;

which is commonly referred to as Wal-Mart excess property which was given to the City of Lincoln subsequent to the construction of the Wal-Mart Super Store; and,

WHEREAS, when the City of Lincoln acquired ownership of the above-described real estate, it was been used for farming purposes through a Cash Rent Farm Lease; and,

WHEREAS, the City of Lincoln was then approached by the Lincoln Futbol Club, an Illinois corporation, seeking to lease the abovedescribed real estate for the purpose of operating and maintaining soccer fields; and,

WHEREAS, the City of Lincoln approved a five (5) year lease with the Lincoln Futbol Club to utilize the real estate for the purpose of operating and maintaining soccer field; and,

WHEREAS, the City Council of the City of Lincoln feels that it would be in the best interest of the City of Lincoln and the citizens of the City of Lincoln to continue to permit the Lincoln Futbol Club to lease the property for an additional five (5) year term, pursuant to the terms and provisions of a Lease Agreement, as approved by the City Council, in order to provide recreational activity through soccer games, matches, tournaments, and practices, all of which will benefit the economy of the City of Lincoln; and,

WHEREAS, any Lease entered into by the City of Lincoln and the Lincoln Futbol Club should provide the City of Lincoln with the right to terminate the Lease upon sixty (60) days' written notice.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Lincoln, Logan County, Illinois, as follows:

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1. That the City of Lincoln shall enter into a written Lease Agreement, for the term of five (5) years, by and between the City of Lincoln and the Lincoln Futbol Club covering the real estate as hereinabove described.

2. That the Lease shall contain the normal and customary provisions, as approved by the City Council of the City of Lincoln and shall provide the City of Lincoln with the ability to terminate the Lease on sixty (60) days' written notice and such other terms and provisions as are deemed appropriate.

3. That the Mayor of the City of Lincoln is hereby authorized to execute a written Lease Agreement with the Lincoln Futbol Club as herein set forth.

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

Alderwoman Horn	1 <u> </u>	Alderman Welch					
Alderwoman Tibl		Alderman Mourning					
Alderman Parrot	:t	Alderwoman Bauer					
Alderman Hoinad	ki	Alderman Hoefle					
Ayes:							
		ж. 					
Absent:							
Abstentions:							

Passed and approved this	day of	, 2016.
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CITY OF LINCOLN

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Martha Neitzel, Mayor City of Lincoln, Logan County, Illinois

ATTEST:

(SEAL)

City Clerk, City of Lincoln, Logan County, Illinois

#### LEASE AGREEMENT

THIS LEASE AGREEMENT is made in duplicate at Lincoln, Illinois, as of the 6th day of September, 2016, (herein defined as "Execution Date") between the CITY OF LINCOLN, an Illinois municipal corporation located in Logan County, Illinois, hereinafter referred to as "Lessor", and LINCOLN FUTBOL CLUB, an Illinois corporation with its principal office at 639 Malerich Drive, Lincoln, Illinois 62656, hereinafter referred to as "Lessee".

#### I. RECITALS AND REPRESENTATIONS:

A. Lessor holds record title to certain unimproved real estate which is legally described as:

Part of the Southwest Quarter of Section 26 and part of the Northwest Quarter of Section 35, all in Township 20 North, Range 3 West of the Third Principal Meridian in Logan County, Illinois, said part being further described as follows:

Commencing at a brass disk at the center of the said Section 26; thence South 01° 05' 42" East along the East line of the Southwest Quarter of the said Section 26 a distance of 661.48 feet to the Southeast corner of the North Half of the North Half of the Southwest Quarter of said Section 26; thence South 01° 07' 31" East along the East line of the Southwest Quarter of said Section 26 a distance of 659.77 feet to the Southeast corner of the Northeast Quarter of the Southwest Quarter of said Section 26; thence South 01° 09' 22" East along the East line of the Southwest Quarter of said Section 26 a distance of 503.11 feet to the point of beginning; thence continuing South 01° 09' 22" East along said East line a distance of 820.47 feet to the Southeast corner of the Southwest Quarter of said Section 26; thence South 00° 51' 30" East along the East line of the Northwest Quarter of said Section 35 a distance of 473.49 feet to a point on the abandoned North right of way line of Illinois Central Railroad; thence North 58° 03' 46" West along the said North right of way line a distance of 1569.15 feet to a point on the West line of the Southeast Quarter of the Southwest Quarter of said Section 26; thence North 01° 01' 16" West along the said West line of the Southeast Quarter of the Southwest Quarter of said Section 26 a

distance of 461.13 feet; thence North 89° 53' 11" Rast a distance of 1316.20 feet to the point of beginning, containing 26.539 acres, more or less.

B. Lessee desires to lease the Property for the Permitted Use for a period of five (5) years.

C. Lessor covenants that it is lawfully seized of the leased Property, that it has 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 September 6th, 2016, (herein referred to as "Effective Date"), and the first Lease Month shall be the 15th day of September, 2016.

#### 02.00 Rent

#### 02.01 Annual Installments

Lessee shall pay the Rent in cash or check to Lessor at such place as Lessor periodically designates in writing, but at its address as set forth herein unless changed in writing, in annual installments of ONE DOLLAR (\$1.00), in the following manner: ONE DOLLAR (\$1.00) upon the execution of this Lease, which shall be for the first "Lease Year", and a like amount on the same day of each year during the Term.

#### 03.00 Taxes, Utilities, and Insurance

03.01 Taxes

Lessee shall pay all Taxes assessed during the Term.

#### 03.02 Utilities

Lessee shall pay all Utilities attributable to the Improvements and Property during the Term, when due.

#### 03.03 Insurance

Lessee shall provide and maintain Insurance on the Property during the Term and any improvements constructed by Lessee, and the Lessee shall provide 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.

#### 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 Responsibilities and Representations of Lessee

A. Lessee shall not do or suffer any waste, damage, disfigurement, or injury to any part of the Property. Lessee shall also maintain the premises in a neat and clean condition. Lessee shall, at its expense, maintain and repair any improvements constructed by it. 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 or improvements, in like order, condition, and repair, depreciation caused by the reasonable and considerate use thereof or insured casualty excepted.

B. Lessee represents that it will not dispense petroleum products from the subject real estate and shall, upon the termination hereof, remediate any contamination caused by it to the real estate which is the subject of this Lease, it being the express agreement of Lessee to return the Property to Lessor in the condition the same was as of the date hereof.

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

#### 05.00 Lessee's Improvements and Mechanics' Liens

#### 05.01 Lessee's Improvements

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

#### 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 it 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 Condemnation of Property and Compensation Awarded

#### 06.01 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.

#### 06.02 Compensation

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

#### 07.00 Inspection

Lessee shall permit Lessor or its designee to enter the Property in the event of an emergency, or at all times during normal working hours, after reasonable notice to Lessee, for the purpose of inspecting the Property, performing its 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.

#### 08.00 Condition of Property

Lessor has made no representations of any nature in connection with the condition of the Property. Lessee shall be presumed to have accepted possession of the Property 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 Property.

#### 09.00 Assignment and Subletting

Lessee shall not assign or sublet any portion of the Property, 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 real estate 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 \$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

Notwithstanding the above, Lessee shall be allowed to work with the LINCOLN YMCA and permit the LINCOLN YMCA to utilize the premises, from time to time, and on the terms and conditions as may be outlined in a separate agreement between Lessee and LINCOLN YMCA. Any separate agreement with LINCOLN YMCA shall not change the agreements and indemnities of Lessee outlined herein.

#### 10.00 Default and Remedies

#### 10.01 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 it, 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.

Β. In the event Lessor declares a default hereunder as set forth in the preceding paragraph, then the right of Lessee to the possession of the demised premises shall terminate without notice or demand, and the mere retention or possession thereafter by Lessee shall constitute a forcible detainer. If Lessor so elects, but not otherwise, this Lease shall thereupon terminate. On termination of the right of possession of Lessee, whether this Lease be terminated or not, Lessee shall surrender possession of the demised premises immediately and upon those conditions shall grant to Lessor full and free license to re-enter into and upon and in the demised premises or any part thereof to repossess the premises with or without process of law and to expel and remove the Lessee or any other person who may be occupying the premises or any part thereof through Lessee. Lessor may use any force in removing Lessee and any other person as may reasonably be necessary. Any re-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

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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 premises 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 its 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 re-letting. 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.

#### 10.02 Abandonment

If at any time during the Term of this Lease, Lessee abandons the demised premises or any part thereof, or ceases to use the Property for the Permitted Use, Lessor may, at its 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 its discretion, as agent for Lessee, relet the demised premises, or any part hereof, for the whole or any part of the then unexpired Term. 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.

#### 11.00 Early Termination

#### 11.01 Lessor's Right to Terminate

Notwithstanding anything herein contained to the contrary, Lessor shall be permitted to issue written Notice to the Lessee to terminate the terms and provisions hereof, as to all or any portion of the Property, which Notice to Terminate shall be issued by Lessor to Lessee at least sixty (60) days prior to the effective date of termination. In the event Lessor issues such Notice of Termination, the Lessee shall deliver possession of the Property to the Lessor no later than the date of termination set forth in such Notice. Lessor represents that it will only exercise its right as herein set forth in the event it receives a bonafide proposal for development of the real estate which is the subject of this Lease.

#### 11.02 Lessee's Right to Terminate

Notwithstanding anything herein contained to the contrary, Lessee may issue written Notice to the Lessor to terminate this Lease, prior to the end of the Term, upon issuing a written Notice to the Lessor setting forth the date of termination. Such written Notice shall be issued at least sixty (60) days prior to the effective date of termination. Upon the date stated in such Notice for termination, Lessee shall remove all of its personal property and return possession of the Property to the Lessor.

#### 12.00 Drives, Parking Areas, and Street Extension

12.01 Lessee shall construct, at its expense, such drives and parking areas as are necessary for the Permitted Dse. If Lessee constructs such drives using rock or gravel, Lessee shall take any and all actions, at its expense, necessary to eliminate and prevent dust from becoming a nuisance to any other property owners.

12.02 Lessor shall, at all times, have the unrestricted right to extend Malerich Drive from its current termination point, in a southerly direction, on, over, and across the eastern 60 feet of the Property, and so much additional area as is necessary for the construction process of the extension of Malerich Drive. Nothing herein contained shall obligate the Lessor at any time during the Term to extend Malerich Drive.

#### 13.00 Maintenance of Drainage Systems

Lessee shall not obstruct, interfere with, or otherwise impeded the natural flow of drainage on the Property during the course of making its improvements to the Property. The Lessee shall indemnify, defend, and protect the Lessor from and against any and all claims made as a result of the obstruction, diversion, or blockage of the natural drainage ways and shall defend Lessor with legal counsel of Lessor's choice against any and all such claims as a result of drainage issues or matters created by its use of the Property.

#### 14.00 Right of First Refusal

In the event Lessor receives a bonafide offer to purchase the Property at any time during the Term, from any person or entity anticipating a similar "Permitted Use," which offer Lessor is willing to accept, then, in such event, Lessee shall have a right of first refusal to meet the offer received by Lessor for the purchase of the subject real estate. Lessor shall give Lessee written notice of the receipt of such bonafide offer to purchase the property, subsequent to which the Lessee shall have seven (7) calendar days to notify Lessor it will purchase the property under the same terms and conditions as the bonafide offer received by the Lessor. If Lessee does not issue written notice of its intention to exercise its right of first refusal as herein set forth, within such seven (7) day calendar period, the right of first refusal shall expire without any further action by Lessor or Lessee. The Lessee shall not have a right of first refusal as herein set forth if the intended use of the Property by the person or entity submitting the offer, or the person or entity to which the Lessor anticipates donating, transferring, or selling for less than fair value, is not similar to the Permitted Use of Lessee hereunder, it being the express intention that the Lessor is at full liberty to sell, donate, transfer, or sell the Property for less than the fair market value for development purposes that will provide economic benefits to the Lessor.

#### 15.00 General Conditions

#### 15.01 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 Attn: Clay Johnson City Hall 700 Broadway St. P.O. Box 509 Lincoln, Illinois 62656

- With Copy To: Attorney for the City of Lincoln 306 Clinton Street Lincoln, Illinois 62656
- Lessee: Lincoln Futbol Club c/o Tim Stuckey P.O. Box 361 Lincoln, IL 62656

#### 15.02 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.

## 15.03 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.

#### 15.04 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.

#### 15.05 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.

#### 16.00 Indemnification

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.

# 17.00 Interpretive Guidelines, Incorporation by Reference, and Choice of Law

#### 17.01 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.

#### 17.02 Incorporation by Reference; Schedules

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

#### 17.03 Choice of Law

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

#### 18.00 Glossary

"Abandonment" means Lessee has failed to maintain and use soccer fields that it has constructed that will be located on the Property for a continuous uninterrupted period of twelve (12) months.

"Effective Date" means September 6, 2016.

"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 any improvements constructed on the Property by Lessee.

"Initial Term" means the five-year period commencing upon the Effective Date.

"Insurance" means collectively: (a) general public liability insurance against claims for personal injury, death, or property damage occurring upon, in, or about the Property, with limits of: not less than ONE MILLION DOLLARS (\$1,000,000.00) with respect to injury or death to a single person; not less than TWO MILLION DOLLARS (\$2,000,000.00) 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, all of which shall name the Lessor as an additional insured party; 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 the replacement value of any Improvements constructed by Lessee.

"Lease Month" means a calendar month during the Term, except for the initial month of this Lease, which shall be considered a partial month.

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

"Parties" means the Lessor and Lessee.

"Permitted Use" means the construction, maintenance, and use of soccer fields and the construction of such related improvements, including, but not necessarily limited to, lighting, snack shed, restrooms, and a gravel drive and parking area.

"Property" means the surface of the real estate described in Article I, Paragraph A.

"Rent" means the sum of FIVE DOLLARS (\$5.00) 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 five (5) years thereafter.

"Utilities" means, collectively, all electricity, gas, heat, water, flush taxes, or sewer charges, garbage removal, 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

LINCOLN FUTBOL CLUB

BY:\_\_\_\_\_\_BY:\_\_\_\_\_BY:\_\_\_\_\_ Its Mayor Its President Dated: \_\_\_\_\_\_, 2016.

STATE OF ILLINOIS ) ) SS. COUNTY OF LOGAN )

On this day of \_\_\_\_\_\_, 2016, before me personally appeared MARTHA NEITZEL, Mayor of the CITY OF LINCOLN, ILLINOIS, to me known to be the person described who executed the foregoing instrument and acknowledged that she executed the same as her free and voluntary act and as the free and voluntary act and deed of said corporation.

# Notary Public

STATE OF ILLINOIS ) ) SS. COUNTY OF LOGAN )

On this \_\_\_\_\_ day of \_\_\_\_\_\_, 2016, before me personally appeared Tim Stuckey, President of LINCOLN FUTBOL CLUB, to me known to be the person described who executed the foregoing instrument and acknowledged that he executed the same as his free and voluntary act and as the free and voluntary act and deed of said corporation.

Notary Public

# **MEMORANDUM**

TO: Mayor and Aldermen of the City of Lincoln

FROM: Clay T. Johnson, City Administrator

# MEETING

**DATE:** August 23, 2016

RE: Resolution \_\_: Travel Reimbursement Policy

# Background

The Illinois General Assembly passed a bill, the "Isocal Government Travel Expense Control Act" (P.A. 99-604) which would regulate the types of expenses that would be considered reimbursable and require taxing bodies to establish limits on travel expenses. Each local taxing body must pass a resolution detailing what types of travel expenses should be reimbursed by June 29, 2017. However, the local agency must have a practice in place which establishes the maximum amount allowable for the reimbursement of travel expenses. Any expenses which exceed the maximum allowable value, must be approved by the City Council by a roll call vote.

The law and resolution prohibit the reimbursement of entertainment activities such as shows, theaters, sporting events, etc.

# Analysis/Discussion

The regulation of travel expenses is a good practice, one of which the City already participates. The City's personnel rules establish guidelines for reimbursable travel expenses, but not quite to the specifications of the new law. It also does not establish maximums for expenses with the exception of meals.

A resolution has been prepared which outlines maximum values for travel expenses, prohibits the practice of cash advances for travel, and prohibits reimbursement for entertainment. The resolution establishes the following maximum values for travel:

٠	Lodging:	\$350.00/night		
٠	Meals:	Breakfast (\$10); Lunch (\$15); Dinner (\$25)		
٠	Mileage:	Based on annual Internal Revenue Service (IRS) rate		
•	Other Transportation:	\$750.00/trip		
٠	Expenses Incurred (Public Transit F	ares, Taxi, Parking, etc.): \$500.00/trip		

There are no maximums required in the new law. The staff tried to establish maximums which account for the various types of travel situations employees may undertake in the course of their duties. The staff also tried to set a maximum which balanced budgetary constraints and the rising cost of travel expenses. Meal reimbursements are already established by the approval of the City's personnel rules. Should this amount be altered, the personnel rules will need to be updated to reflect the revision. The personnel rules already specifically state that all receipts must be supplied and alcohol is not reimbursable.

#### Fiscal Impact

Travel expenses are included as part of the City's annual budget each year. Department heads base their and their employees' travel based upon the approved budget. There should be no significant impact to operating budgets.

#### **COW Recommendation**

Place this resolution on the Council's September 6th agenda.

# **Council Recommendation**

If the City Council agrees with the maximums stated in the ordinance, approve the resolution as presented.

#### RESOLUTION

THIS RESOLUTION is made and adopted by the City Council of the CITY OF LINCOLN, Logan County, Illinois, WITNESSETH:

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

WHEREAS, the STATE OF ILLINOIS has recently passed legislation known as the Government Travel Expense Control Act which requires municipalities to regulate the reimbursement of all travel, meal, and lodging expenses of officers and employees of the municipality; and,

WHEREAS, the CITY OF LINCOLN has a reimbursement policy in place and wishes to reduce said policy to writing and expand on the same; and,

WHEREAS, the policy outlined below shall apply to any officer or employee of the CITY OF LINCOLN seeking reimbursement for travel expenses related to official business of the CITY OF LINCOLN; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the CITY OF LINCOLN, Logan County, Illinois, as follows:

1. That all officials and employees seeking reimbursement for travel expenses related to official business of the CITY OF LINCOLN shall submit a completed expense voucher, a copy of which is attached hereto at Exhibit A, and by this reference made a part hereof, along with all necessary supporting documentation, including receipts and any requested verification.

2. That official City business shall include attendance at conferences, continuing education seminars, City meetings, City job functions as assigned, and any other travel that is necessary for the performance of an official or employee's City duties.

3. That, if an overnight stay is required, lodging shall be pre-approved by the Mayor, City Administrator, or employee's department head. Said lodging expense shall not exceed three hundred fifty dollars (\$350.00) per night without prior approval of the City Council.

4. That meals shall be reimbursed, after provision of receipts and verification, at the maximum following rates: Breakfast--\$10.00; Lunch--\$15.00; Dinner--\$25.00. No meals shall be reimbursed in cases where a meal is provided and the attendee chooses not to partake in the provided meal. In no case will purchases of alcoholic beverages be reimbursed.

5. That transportation to and from official City business shall be reimbursed after provision of receipts and verification of the same.

6. The City will reimburse based on a mileage rate as established annually by the IRS for standard mileage rates and will be paid to an officer or employee that utilizes his personal vehicle to travel to and from official City business. Any transportation

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expenses that do not utilize the personal vehicle of the officer or employee shall be approved in advance and shall not exceed seven hundred fifty dollars (\$750.00) per approved trip without prior approval of the City Council.

7. That reasonable expenses incurred while on approved City business related to the City official and/or employee's travel including but not limited to parking fees, tolls, and fares of public transit and/or taxi will be reimbursed upon the provision and verification of receipts and shall not exceed a total of five hundred dollars (\$500.00) per approved travel event.

8. No cash advances will be provided for the purpose of travel to any city official and/or employee.

9. That the City shall not reimburse any entertainment expenses as defined in the Government Travel Expense Control Act of the State of Illinois, as amended from time to time.

10. Nothing in this policy shall be read to be in conflict with the personnel rules of the City of Lincoln. Should anything herein conflict with the personnel rules of the City, the personnel rules of the City shall take precedence.

11. That this Resolution shall become effective on the date passed by the City Council.

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

Alderman Parrott \_\_\_\_\_ Alderwoman Bauer

Alderwoman Tibbs \_\_\_\_\_ Alderman Welch

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Alderman Hoinacki Alderman Mourning	_				
Alderwoman Horn Alderman Hoefle					
Ayes:	·				
Passed and approved this day of 20 CITY OF LINCOLN,					
BY:					
Martha Neitzel, Mayor City of Lincoln, Logan County, Illinois					
ATTEST:(SEAL)					

City Clerk, City of Lincoln, Logan County, Illinois

Employee Name:				Position:		2	Department		
Conference Attended:							Meeting Time:		
Dates of Meeting:			Date Departed:			Date Returned:			
	SUN	MON	TUES	WED	THURS	FRI	SAT	1.000	
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Breakfast								-	
Lunch				•s.				_	
Dinner									
Tips								-	
Other									
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Taxi/Limo									
Hotel/Motel								_	
Parking/Tolls						1			
Phone/FAX						1		_	
Air Transport.								-	
Train Transport.									
Other/Tips					1 1.				
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Grand Total	-	-	-	-	2	-	-	-	
Was City Vehicle Used? _	Yes	No	If Not, #	of Miles Driven:		x	0.54	s .	
Charge to Account #:				÷	19.	Less /	Advance, If Any	\$	
			Amount Due City of Lincoln \$				Amount Due-Employee \$		
Employee Signature:				Date:					
	Mayor :								
All travel for City of Lincoln busin	ess shail be pre-ap	proved by Departmen	t head or Supervisor	, if overnight stay is (	equired, lodging will be	pre-arranged and pr	b approved and		
wimbursed with verification or re-	ceipt. When on City	/husiness meals sha	d he raimbursed with	verification/raceInts	at the rate of a maximu	m: Broakfaat \$10. Lu	neh \$15 Diapor \$21	i	



PETITION

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

The Harvest of Talents for World Hunger Ministry Team, Lincoln, Illinois, requests permission from the governing body of the City of Lincoln to do the following in conjunction with the 33<sup>rd</sup> Annual Harvest of Talents for World Hunger to be held at Lincoln Christian Church on Saturday, October 22, 2016:

The Harvest of Talents for World Hunger Ministry Team and the local YMCA propose to jointly sponsor and conduct a "Harvest Run" through the streets of the City of Lincoln. The 5K Run/Walk would start on Hamilton Street between Pekin and Broadway Streets. It would follow Hamilton Street to Wyatt Avenue, from Wyatt Avenue to Primm Road. It would commence on Primm Road to turn around about .5 mile beyond the first entrance to Lincoln Community High School and retrace route to the start/finish line.

The "Harvest Run" would begin/end at the Safety Complex at 911 Pekin Street. Registration would begin at 7 a.m. on Saturday, October 22, at the parking lot on the corner of Hamilton and Pekin Streets, with the 5K event beginning at 8 a.m.

Dated at Lincoln, Illinois, this 4th day of August 2016.

Respectfully submitted,

haroly Nes

Carolyn Neal, Chairperson on behalf of the Harvest of Talents for World Hunger Ministry Team c/o Lincoln Christian Church 204 North McLean Street Lincoln IL 62656 Ph 732-7618 (church office) Ph 735-5708 (my home phone)

c: Lincoln Area YMCA/Attn: Betty Elliott

Lincoln Christian Church • Phone 217.732.7618

204 N. McLean Street • Lincoln • Illinois 62656

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LINCOLN AREA YMCA				INSURER C	:				
604 BROADWAY STREET				INSURERD					
SUITE 1		<b>CF C</b>		INSURER E	:				
LINCOLN	IL 62			INSURER F	•				
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CITY OF LINCOL CITY CLERK P.O. BOX 509 LINCOLN	LN	IL	62656	THE EX ACCOR		ATE THEREO	ESCRIBED POLICIES BE CA F, NOTICE WILL BE DELIVE Y PROVISIONS.		DEFORE
ACORD 25 (2010/05) INS025 (201005).01		The	e ACORD name and logo	are registe		/	ORD CORPORATION.	All righ	nts reserved.