

CITY OF LINCOLN
COMMITTEE OF THE WHOLE MEETING
AGENDA
JANUARY 24, 2023
CITY HALL COUNCIL CHAMBERS
7:00 PM

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Public Participation**
- 4. Promotion to Police Corporal Oath of Office for Collin Antoine**
- 5. Diversity & Inclusion Commission update**
- 6. City of Lincoln Diversity & Inclusion Commission Survey**
- 7. Economic Development Commission Approvals for Structural Improvements and Façade Grants**
- 8. Ordinance Authorizing Entering Into a Lease in Exchange for Installation of a Mural**
- 9. Announcements**
- 10. Possible Executive Session**
- 11. Adjournment**
- 12. Upcoming Meetings:** City Council Meeting: Tuesday, February 6, 2023 at 7:00 PM
Committee of the Whole Meeting: Tuesday, February 14, 2023 at 7:00 PM

City of Lincoln Diversity & Inclusion Commission Survey

Thank you for your participation in the Lincoln, IL Diversity and Inclusion Commission visioning process. This survey on diversity, equity, and inclusivity should take 5 - 10 minutes to complete and is comprised of mostly drop-down and multiple-choice answers, with an opportunity or two to write in your own ideas. Your participation in this survey will help the Commission develop the Comprehensive Plan for the City. Your responses will remain anonymous.

Mission Statement:

The City of Lincoln, IL formed the D&I Commission in 2020 to acknowledge the diversity of Lincoln's population whose citizens encompass a variety of race, age, gender, ability, and sexual identity. We desire to give a voice to the people of Lincoln who might not have previously had their voices heard. The commission exists to provide information, education, and communication that facilitates a better understanding of diversity and celebrates our differences.

* Required

1. **Do you feel the City of Lincoln offers development and/or employment opportunities for people of all cultures and backgrounds?** *

Mark only one oval.

- Strongly Agree
- Agree
- Neutral
- Disagree
- Strongly Disagree

2. **To what degree do you agree with the following statement: I can see my personal identity(s) reflected in the leadership of Lincoln, IL.** *

Mark only one oval.

- Strongly Agree
- Agree
- Neutral
- Disagree
- Strongly Disagree

3. **Do you feel your community leaders value diverse opinions and ideas? ***

Mark only one oval.

- Strongly Agree
- Agree
- Neutral
- Disagree
- Strongly Disagree

4. **The City of Lincoln is accessible for individuals with disabilities to get around freely, and participate fully in the community.** *

Mark only one oval.

- Strongly Agree
- Agree
- Neutral
- Disagree
- Strongly Disagree

5. **To what degree do you believe the City of Lincoln should prioritize public transportation?** *

Mark only one oval.

- Strongly Agree
- Agree
- Neutral
- Disagree
- Strongly Disagree

6. **Do you feel the education system in the City of Lincoln promotes diversity and inclusion?** *

Mark only one oval.

- Strongly Agree
- Agree
- Neutral
- Disagree
- Strongly Disagree

7. **Which spaces in the City of Lincoln feel the most inclusive and safe to you? ***

8. **To what degree do you agree with the following statement: The City of Lincoln encourages design that is accessible to all individuals regardless of ability.** *

Mark only one oval.

- Strongly agree
- Agree
- Neutral
- Disagree
- Strongly disagree

9. **To what degree do you agree with the following statement: I chose my employer based on their commitment to diversity, equity, and inclusivity efforts.** *

Mark only one oval.

- Strongly Agree
- Agree
- Neutral
- Disagree
- Strongly Disagree

10. **To what degree do you agree with the following statement: I feel I have equal access to resources regardless of my cultural, ethnic, ability, orientation, gender, and racial diversity in the City of Lincoln.** *

Mark only one oval.

- Strongly Agree
- Agree
- Neutral
- Disagree
- Strongly Disagree

11. **How can the City of Lincoln support minority owned businesses? ***

12. **Do you have any additional comments related to diversity, equity, or inclusivity in the City of Lincoln? ***

13. Please share your ideas on how we can highlight and promote cultural, ethnic, ability, orientation, gender, and racial diversity in the City of Lincoln? *

Demographics

14. What is your age? *

Mark only one oval.

- Under 18
- 18 - 24 years old
- 25 - 34 years old
- 35 - 44 years old
- 45 - 54 years old
- 55 - 65
- 65+

15. Which of these best describe your current gender identity? *

Mark only one oval.

- Male
- Female
- Transgender Female
- Transgender Male
- Genderqueer, Gender Non-binary, or Gender Fluid
- Prefer not to answer
- Other: _____

16. Which of these describes your current sexual orientation? *

Mark only one oval.

- Asexual
- Bisexual
- Gay/Lesbian
- Heterosexual/Straight
- Pansexual
- Queer
- Other: _____

17. What is your ethnic background? *

Mark only one oval.

- Asian - Eastern
- Asian - Indian
- Asian/Pacific Islander
- Black/African American
- Hispanic/Latino
- Mixed Race
- Native American
- White/Caucasian
- I prefer not to say
- Other: _____

18. What is the level of your annual household income? *

Mark only one oval.

- Less than \$25,000
- \$25,000 - \$50,000
- \$50,000 - \$100,000
- \$100,000 - \$200,000
- More than \$200,000
- I prefer not to say

19. What is your religion or religious philosophy? *

Mark only one oval.

- Atheist (do not believe in God)
- Agnostic (not sure if there is a God)
- Buddhism/Buddhist
- Hinduism/Hindu
- Islam/Muslim
- Judaism/Jewish
- Roman Catholic
- Adventist (Christian)
- Baptist (Christian)
- Christian - Non Affiliated
- Congregationalist (Christian)
- Episcopalian/Anglican (Christian)
- Holiness (Christian)
- Lutheran (Christian)
- Methodist (Christian)
- Non-denominational (Christian)
- Pentecostal (Christian)
- Presbyterian (Christian)
- Not Religious
- Prefer not to say
- Other: _____

Survey Updates (Optional): If you would like updates on the results of our community survey, please provide your name and email address and we'll make sure we share our findings with you!

20. Full Name (Optional)

21. **Email Address (Optional)**

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MEMORANDUM

TO: Mayor and City Council Members
FROM: Ashley Metelko, Administrative Assistant
MEETING DATE: January 24, 2023
RE: Economic Development Commission Approvals

Background:

On January 20, 2023, the Economic Development Grant Commission met and approved the following applications:

STRUCTURAL IMPROVEMENT GRANTS:

Eileen Mullins/Sir Renna Tea – Replacement of rear door - **\$7,500.00**

-113 N Kickapoo Street

FACADE GRANTS:

Eileen Mullins/Sir Renna Tea – 3 shop windows and entry double doors - **\$10,000.00**

-113 N Kickapoo St.

ORDINANCE NO. 2023-
**ORDINANCE AUTHORIZING ENTERING INTO A LEASE IN EXCHANGE
FOR INSTALLATION OF A MURAL**

THIS ORDINANCE is made and adopted by the CITY COUNCIL OF THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, at a regular meeting held in the City Council Chambers in said City on the ____ day of _____, 2023, WITNESSETH:

WHEREAS, the City of Lincoln contemplates entering into a Lease with _____ to utilize city land next to the building so the business can have a patio for their business, which in turn _____ would no longer need a parklet for their business (see Exhibit A); and

WHEREAS, the parties desire to also enter into an agreement which will survive the lease for the installation of a mural on the north side of the building (See Exhibit B);

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

1. The Lease attached as Exhibit A is hereby approved in accordance with the Permanent Easement terms outlined in Exhibit B.
2. That the Mayor and City Clerk are hereby authorized and directed to approve and execute said Lease and Easement.

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

Alderman Parrott	_____	Alderman Zurkammer	_____
Alderwoman Horn	_____	Alderwoman Rohlfs	_____
Alderman Jones	_____	Alderman Bateman	_____
Alderman Downs	_____	Alderman Hoefle	_____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Passed and approved this ____ day of _____, 2023.

CITY OF LINCOLN,

BY: _____

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

ATTEST: _____ (SEAL)

City Clerk, City of Lincoln,
Logan County, Illinois

EXHIBIT A

LAND LEASE AGREEMENT

THIS Land Lease Agreement (“Lease”), is entered into this ____ the day of _____ 2023, between the **CITY OF LINCOLN, ILLINOIS, A Municipal Corporation**, (“City”), and _____ (“Tenant”).

In consideration of the terms and covenants of this agreement, and for other good and valuable consideration, the parties agree as follows:

1. **Leased Premises.** City hereby leases to Tenant for the period, at the rent, and upon the terms and conditions hereinafter set forth, the exclusive use the of the northern end of the welcome park, whose dimensions are ____ by _____. In return the City will get a permanent easement to install and maintain a mural on the top half of the north side of the building.

2. **Term.** The term of this lease agreement shall be for Nineteen (19) years commencing on the date of execution of this agreement, unless sooner terminated as provided herein.

3. **Rent.** Rent for the initial lease term shall be the sum of _____ **dollars (\$0.00)**, for the whole term of this lease. Rent shall be paid in annual installments of _____ **dollars, (\$0.00)** each, payable on the 1st day of April of each year of the lease.

4. **Governmental Approval Contingency.**

A. **Tenant’s application.** Tenant’s right to use the leased premises is expressly made contingent upon its obtaining all the certificates, permits, zoning and other approvals that may be required by any Federal, State, or Local authority.

B. **Historic Preservation Commission Approval.** Any improvements done to the property (installation of door, awning, fencing, mural, etc.) must have the approval of the Historic Preservation Commission in Lincoln, IL.

C. **Structural Study.** Tenant acknowledges that the proposed placement of the mural would not compromise the structural integrity of the building.

5. **Tenant's Use.**

A. **User Priority.** Tenant agrees that the following priorities of use, in descending order, shall apply in the event of a communication interference or other conflict while this lease is in effect, and Tenant's use shall be subordinate accordingly:

- 1) City;
- 2) Public Safety Agencies, including law enforcement, fire and ambulance services, that are not part of the City;
- 3) Other governmental agencies where use is not related to public safety.

B. **Use and Upkeep.** The premises will be used to provide outdoor seating for the restaurant located there. Due to their now being outdoor seating, the tenant agrees not to utilize a parklet on Kickapoo Street. The Tenant agrees to the following upkeep provisions:

1. Maintain the premises in a clean, sanitary and safe condition;
2. Dispose of all rubbish, garbage and other waste in a clean and sanitary manner from the premises to refuse facilities;
3. Not destroy, deface, damage, impair, nor remove any part of the mural that is to be installed on the premises.
4. Maintain premises, grounds and areas under the control of the Tenant in clean, sanitary and safe condition free from all cumulation of debris, filth, rubbish, garbage, rodents and vermin.
5. Any lawn mowing will be Tenant's responsibility

C. Tenant shall not place any advertising on the leased premises.

6. **Installation of Improvements.**

A. Tenant shall have the right, at its sole cost and expense, to install, operate and maintain fencing, awning, and a door to access the leased premises.

B. Landlord will be installing a concrete pad, said dimensions being _____ by _____.

C. Landlord shall have the right to install a mural on the top half of the north side of the building. This mural shall survive the lease and tenant agrees to execute a perpetual easement to utilize that property. The stipulations regarding the mural shall be binding on all successors and assigns of the Tenant.

7. **Access.** Landlord shall have access granted to them by the Tenant to install and maintain the mural. Tenant acknowledges that their use of the easement shall be compromised

or inaccessible while the mural is being installed or maintained. Landlord shall request access twenty-four (24) hours in advance.

8. **Purpose.** The tenant desires outdoor access to their business thereby offering seating away from Kickapoo Street. Landlord and Tenant agree that the parklet on Kickapoo street is not optimal as the road has heavy traffic. Therefore tenant by having this access will not have a parklet during the life of this lease. Landlord desires to have a mural installed on the top half of the building as they believe it will benefit the downtown of the city.

9. **Termination.**

A. This lease may be terminated upon either party upon thirty (30) day written notice to the other party. In the event of termination by City, City shall refund a prorated portion of the annual rent to Tenant. In the event of termination by Tenant, Tenant shall receive no refund of the annual rent. Regardless of who terminates the mural shall be remain.

B. Upon termination of this lease, Tenant shall remove any of their improvements within thirty (30) days. Any such property which is not removed by the end of the sixty (60) day period shall become the property of City.

10. **Notice.** All notice or demands are deemed to have been given and made when delivered in person or mailed by certified, registered or express mail, return receipt requested, postage prepaid, United States Mail, and addressed to the applicable party as follows:

City: The City of Lincoln, Illinois
700 Broadway Street
Lincoln, Illinois 62656

Tenant: _____
116 North Kickapoo Street
Lincoln, Illinois 62656

11. **Insurance.** Tenant, at its own expense, shall maintain, at all times, comprehensive general liability insurance with limits of at least One Million Dollars and no cents, (\$1,000,000.00), per occurrence and in the aggregate, and shall name City as an additional insured on such policy. Tenant shall furnish such evidence of the insurance as City may reasonably require including, but not limited to, a certificate of insurance.

12. **Liability and Indemnity.** Tenant agrees to indemnify and save the City harmless from all claims (including attorney's fees, costs and expenses of defending against such claims) arising from any breach of this Lease by Tenant, or any negligent act, negligent omission, or intentional tort of Tenant, or Tenant's agents, employees, contractors, invitees, or licensees occurring during the term of this Lease. City shall not be liable to Tenant for any damage to Tenant's property during the term of this lease, regardless of the cause of said damage.

13. **Assignment and Subletting by Tenant.** Tenant may, with City's prior consent, assign or sublet any or all of Tenant's interests in this Lease or any part thereof, and/or any or all of Tenant's right, title, and interest, to any party controlling, controlled by or in connection or in common control with Tenant or any party acquiring substantially all of the assets of Tenant.

14. **Entire Agreement and Binding Effect.** This Lease constitutes the entire agreement between City and Tenant. This Lease cannot be amended or changed except by written instrument signed by both parties. The invalidity of any portion of this Lease shall not have any effect on the balance thereof. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties.

15. **Governing Law.** This Lease shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, City and Tenant have signed this Lease as of the date and year first above written.

TENANT:

APPROVAL AND CONSENT:

Logan County Tourism

Dr. Todd Walker

CITY:

CITY OF LINCOLN, ILLINOIS

Mayor of the City of Lincoln, Illinois

ATTEST:

City Clerk