

CITY OF LINCOLN
COMMITTEE OF THE WHOLE MEETING
AGENDA
OCTOBER 29, 2024
CITY HALL COUNCIL CHAMBERS
700 BROADWAY STREET
7:00 PM

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Public Participation**
- 4. Request to Permit – Annual Winter Wonderland Christmas Tree Lighting Ceremony Friday, November 29, 2024 from 5:00 PM – 6:00 PM.**
- 5. Economic Development Commission Grant Approvals**
- 6. Memorandum of Understanding between the City of Lincoln Logan County, A Municipal Corporation and the Lincoln Lakes Condo Association.**
- 7. Announcements**
- 9. Possible Executive Session**
- 10. Adjournment**
- 11. Upcoming Meetings:** City Council Meeting: Monday, November 4, 2024 at 6:00 PM
Committee of the Whole Meeting: Tuesday, November 12, 2024 at 6:00 PM

THE CITY OF LINCOLN

Date Received OCT 11 2024

REQUEST TO PERMIT EVENT WITH STREET CLOSURE
Must Have Council Approval

RECEIVED

Date(s) of Event: Friday November 29, 2024 A copy of this form must be available at the Event!

Please describe below your request for use of City Property.

Description of Event (including participating merchants, vendors, exhibitors, and units, etc.)

Annual Winter Wonderland Christmas tree lighting ceremony starting at 5:30pm
requesting closure of one block to ensure safety of guests attending the tree lighting ceremony
to take place at 5:30 pm

Location of Event Property: (Address Utilized Space) 100 Block of South Kickapoo St, Downtown Lincoln

Items occupying street space utilized: People

Date(s) and time(s) for usage of Property: 11/29/24 5:00pm - 6:00pm

Are licenses needed, if yes, please attach. YES NO

Street Closures and Parking Street(s) will be closed (Please attach map or sketch of all closures.)

If closed, which streets and blocks? 100 Block of South Kickapoo St, Downtown Lincoln

Closed from 5:00 a.m. p.m. until 6:00 a.m. p.m. (circle a.m. or p.m.)

If different times on different days, please specify. N/a

Does this street normally have access to a permitted parking lot? Specify, No

Certificate of Insurance Liability for event must be attached to request before approval.

Business/Organization/Sponsor Name: Winter Wonderland Festival

Contact Name: Kathie Williams

Email: lincolnwinterwonderland@gmail.com

Address: 115 S Kickapoo St

Signature: Kathie Williams

Phone: Business: 217-737-1634

Cell: 217-706-6881

APPROVED: (signatures)

Police Department: Joseph H. Meister

Mayor: [Signature]

Fire Department: [Signature]

Vote: Council Approval ___ Years ___ Nays

Street Department: Walt Jankus

Date: _____

As soon as all signatures are obtained, you will be contacted at the phone number you provided.

If your special event will be held more than once during this year with the same location and arrangements, you may use the same application with a change in dates.

MEMORANDUM

TO: Mayor and City Council Members
FROM: Ashley Metelko, Administrative Assistant
MEETING DATE: October 29, 2024
RE: Economic Development Commission Grant Approvals

Background:

On October 18, 2024, the Economic Development Grant Commission met and approved the following applications:

STRUCTURAL GRANTS:

1. Kolton Johner – 201 Sangaman Street

- (2) Garage door replacements
- Amount requested \$7,500.00

Amount approved by Economic Development Commission on Oct. 18, 2024: \$7,500.00

2. Kevin & Brooke Hild – 116 N. McLean Street

- Roof replacements
- Amount requested \$7,500.00

Amount approved by Economic Development Commission on Oct. 18, 2024: \$7,500.00

3. Robert Becherer – 303 S. Kickapoo Street

- Window replacement
- Amount requested \$7,500.00

Amount approved by Economic Development Commission on Oct. 18, 2024: \$7,500.00

4. Scott Mack & Infiniti Real Estate LLC – 702-708 Keokuk Street

- Phase (2) roofing
- Amount requested \$7,500.00

Amount approved by Economic Development Commission on Oct. 18, 2024: \$7,500.00

Council Recommendation: Place on Regular City Council Meeting Agenda for Nov. 4, 2024.

State of Illinois)
)
County of Logan) SS.

MEMORANDUM OF UNDERSTANDING
between the
CITY OF LINCOLN
Logan County, A Municipal Corporation
and the
Lincoln Lakes Condo Association

WHEREAS the parties acknowledge that the issue of the ownership of South Lake Road/Kickapoo Street has been an issue that took some time to discern who actually owned said road; and,

WHEREAS the City of Lincoln ordered extensive survey work of which the City of Lincoln believes that the road is owned by the Lincoln Lakes Condo Association; and,

WHEREAS despite said work there is still some indication from other sources that the City of Lincoln could still potentially be the owner of said road; and

WHEREAS the City of Lincoln desires to protect their utility lines via easement and to ensure that the easement previously given KPH Solar Farms, LLC is honored;

NOW, THEREFORE, BE IT RESOLVED BY AND BETWEEN THE CITY OF LINCOLN AND LINCOLN LAKES CONDO ASSOCIATION, THAT THEY AGREE AND APPROVE THE FOLLOWING:

1. That the Lincoln Lakes Condo Association grant the ability of the City of Lincoln to access, utilize, maintain their utility lines and will execute an easement for the benefit of the City of Lincoln to protect and access their utility lines that cross South Lake Road/Kickapoo Street; and
2. That the Lincoln Lakes Condo Association allow the solar company to access the road to construct and maintain their solar panels; and will execute an easement for the non-exclusive right for KPH Solar Farms, LLC to access the road for the purpose of constructing and maintaining the solar farm during the life of said solar farm.

Dated and approved this _____ day of November, 2024, by the parties' duly authorized and approved representatives:

Tracy Welch
Mayor of the City of Lincoln

Lincoln Lakes Condo Association

EASEMENT AGREEMENT

This Easement Agreement (the “**Easement Agreement**”) is made this _____ day of _____, 2024 (“**Effective Date**”), by and between The Lincoln Lakes Condo Association (“**Grantor**”), and KPH Solar Farms, LLC, a Pennsylvania limited liability company, having an office at 12 Paoli Pike, Suite 5, Paoli, PA 19301 (“**Grantee**”).

RECITALS

A. Grantor is the owner of South Lake Road/Kickapoo Street. The road was previously thought to of been owned by the City of Lincoln and an easement was granted for utilization of said road on March 7, 2024 document number 202400000978.

B. Grantor and Grantee desire to enter into an easement on the property listed as Exhibit A.

AGREEMENT

In consideration of the mutual rights and obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows.

1. Grant of Easements.

a. Grantee shall have a non-exclusive right of access for ingress and egress on, over, and across the portion of South Lake Road (also known as South Kickapoo St Rd) depicted in Attachment B for the installation, operation, maintenance, repair, replacement and removal of the Additional Solar Projects.

b. The Access Easement shall be for a term that lasts until the last of the Additional Solar Projects ceases operation and Grantee deconstructs and removes all equipment, facilities and improvements.

2. Binding on Successors. This Easement Agreement shall run with the land and shall apply to and bind the parties hereto and their respective heirs, successors, executors, administrators, and assigns.

3. Right to Record. Grantee and Grantor agree that Grantee may, at its expense, have this Easement Agreement recorded in the office of the Logan County Recorder of Deeds.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement, as a sealed instrument, as of the day and year first above written.

GRANTOR:

Lincoln Laes Condo Association

By: _____

Title: _____

GRANTEE:

KPH SOLAR FARMS, LLC

By: _____
Anthony C. Fotopoulos

Title: _____

Consented to:

KPH IL 16, LLC

By: _____

Title: _____

STATE OF ILLINOIS)
)
COUNTY OF LOGAN) SS.

On this ____ day of _____, 2024, before me appeared _____,
to me personally known or proved to me on the basis of satisfactory evidence to be the individual
whose name is subscribed to the within instrument and acknowledged to me that he/she executed
the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the
person on behalf of which the individual acted, executed the instrument.

WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission expires:

STATE OF PENNSYLVANIA)
) SS.
COUNTY OF CHESTER)

On this ____ day of _____, 2024, before me appeared _____,
To me personally known or proved to me on the basis of satisfactory evidence to be the individual
whose name is subscribed to the within instrument and acknowledged to me that he/she executed
the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the
person on behalf of which the individual acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission expires:

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN DIEGO)

On this ____ day of _____, 2024, before me appeared _____,
To me personally known or proved to me on the basis of satisfactory evidence to be the individual
whose name is subscribed to the within instrument and acknowledged to me that he/she executed
the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the
person on behalf of which the individual acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission expires:

EASEMENT AGREEMENT

This Easement Agreement (the “**Easement Agreement**”) is made this _____ day of _____, 2024 (“**Effective Date**”), by and between The Lincoln Lakes Condo Association (“**Grantor**”), and City of Lincoln, an Illinois Municipal Corporation, having an office at 700 Broadway Street, Lincoln, Illinois, 62656 (“**Grantee**”).

RECITALS

A. Grantor is the owner of South Lake Road/Kickapoo Street. The road was previously thought to of been owned by the City of Lincoln and the City has utility lines located that cross underneath said road.

B. Grantor and Grantee desire to enter into an easement on the property listed as Exhibit A.

AGREEMENT

In consideration of the mutual rights and obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows.

1. Grant of Easements.

a. Grantee shall have a non-exclusive right of access for ingress and egress on, over, and across the portion of South Lake Road (also known as South Kickapoo St Rd) depicted in Attachment B.

b. A perpetual easement for the existing city utilities that currently exists under South Lake Road (also known as South Kickapoo St Rd).

2. Binding on Successors. This Easement Agreement shall run with the land and shall apply to and bind the parties hereto and their respective heirs, successors, executors, administrators, and assigns.

3. Right to Record. Grantee and Grantor agree that Grantee may, at its expense, have this Easement Agreement recorded in the office of the Logan County Recorder of Deeds.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement, as a sealed instrument, as of the day and year first above written.

GRANTOR:

Lincoln Lakes Condo Association

By: _____

Title: _____

GRANTEE:

City of Lincoln, Illinois

By: _____
Tracy Welch

Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF LOGAN)

On this ____ day of _____, 2024, before me appeared _____, to me personally known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission expires:

STATE OF PENNSYLVANIA)

) SS.

COUNTY OF CHESTER)

On this ____ day of _____, 2024, before me appeared _____,
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