# CITY OF LINCOLN REGULAR CITY COUNCIL MEETING AGENDA FEBRUARY 17, 2025 CITY HALL COUNCIL CHAMBERS 700 BROADWAY STREET 6:00 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 January 14, 2025 Committee of the Whole Meeting Minutes.
- C. Approval of request from Lincoln Railsplitter Antique Auto Club to permit the closing of S. Kickapoo Street between Broadway Street and Pulaski Street for the Cars & Coffee Meeting on Saturday, April 26, 2025, Saturday, May 24, 2025, Saturday, June 28, 2025, Saturday, July 26, 2025 and Saturday, September 27, 2025 from 8:00 a.m. until 11:00 a.m.

#### 6. Ordinances and Resolutions

- A. Ordinance authorizing an Intergovernmental Agreement for Participation in the Illinois Public Works Mutual Aid Network (IPWMAN).
- B. Resolution establishing an Annual Salary Increase Policy for Non-Union Employees.
- 7. Bids
- 8. Reports
  - A. City Treasurer's Report for January 2025
  - B. City Treasurer's Annual Report F.Y. 2023/2024
  - C. City Clerk's Report for January 2025
  - D. Department Head Reports for January 2025

#### 9. New Business/Communications

Approval of the construction of an "Access Ramp and Road for the Community Solar" to replace the control system at the Lincolnwood Lift Station in an amount not to exceed \$60,000.00.

- 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 <a href="mailto:cityclerk@lincolnil.gov">cityclerk@lincolnil.gov</a> 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, January 14, 2025

The Committee of the Whole Meeting of the City Council of Lincoln was called to order by Mayor Tracy Welch at 6:08 p.m., with proper notice given. City Clerk Peggy Bateman called roll.

#### Present:

Alderwoman Robin McClallen, Ward 1
Alderman Steve Parrott, Ward 1
Alderman David Sanders, Ward 2
Alderman Sam Downs, Ward 2
Alderman Kevin Bateman, Ward 3
Alderwoman Wanda Lee Rohlfs, Ward 3
Alderman Craig Eimer, Ward 4
Alderwoman 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 Ty Johnson, Fire Chief Matt Comstock, Deputy Police Chief

#### Remotely:

Andrew Bowns, Veolia Water, Project Manager

#### Absent:

Joe Meister, Police Chief

#### Presiding:

Mayor Tracy Welch

#### **Public Comment:**

There is no one present for public comment.

Request to Permit – Fourth Annual Logan County Pride Festival, Saturday, June 7, 2025 12:00pm – 9:00pm.

This item will be placed on the consent agenda.

Resolution authorizing Execution of a Service Agreement with the lowest responsible bidder for the supply of electricity for residential customers and small commercial retail customers who do not opt out of such a program.

The last resolution for electrical aggregate was in January of 2021. This agreement is for the best electrical rate for the citizens and gives the Mayor the authorization to sign the agreement when the rate comes in.

This item will be placed on the regular agenda.

# Resolution Section Number 94-00076-01-TL in the amount of \$127,163.07 for construction of lighting improvements.

This project has been completed and paid for and the resolution gives IDOT the authorization to close out the section.

This item will be placed on the regular agenda.

# Resolution Section Number 98-00083-00-TL in the amount of \$140,447.06 for installing traffic signals at the intersection with Zion Lutheran School Road and interconnecting the signals and improving Connelly Road.

This project has been completed and paid for and the resolution gives IDOT the authorization to close out the section.

This item will be placed on the regular agenda.

# Resolution Section Number 00-00086-00-TL in the amount of \$2,794.05 for Traffic Signal Replacement Resurfacing.

This project has been completed and paid for and the resolution gives IDOT the authorization to close out the section.

This item will be placed on the regular agenda.

# Resolution Section Number 02-00090-00-RS in the amount of \$196,558.18 for Resurfacing of various city streets in downtown area.

This project has been completed and paid for and the resolution gives IDOT the authorization to close out the section.

This item will be placed on the regular agenda.

#### Resolution 5th Street Road project, Section No. 98-00081-00-PV

This resolution is a request by the State of Illinois for the 5<sup>th</sup> Street Road project to receive final authorizations and begin.

This item will be placed on the regular agenda.

#### Discussion of Longevity pay for non-union employees.

Alderman Bateman brought this item to the council to begin discussions earlier before budget discussions begin. He took the longevity schedule that the unions use in their contracts and cut it in half in his proposal. He does not feel that the union longevity schedule is sustainable for anyone, including the unions.

Alderwoman Rohlfs said the reason longevity was brought up in previous meetings, was due to there not being incentives available for the non-union employees.

Alderwoman O'Donoghue feels there should be a base pay and a salary cap. She was not in agreement for salaries getting to the \$90,000 - \$100,000 for the type of work being done.

Several were again in agreement to let the department heads decide what their employees deserve for a wage increase.

This item will be brought back to the next COW.

#### **Announcements:**

- The Landscape Waste Facility will be closed tomorrow due cold temps, but open Saturday. Christmas tree pickup is tomorrow.
- Delays from GFL in trash pickup will be posted on the City Facebook page and website.

#### Adjournment:

There being no further discussion to come before the City Council of Lincoln, Alderman Parrott motioned to adjourn, seconded by Alderman Sanders. All were in favor. Mayor Welch adjourned the meeting at 7:09 p.m.

#### Respectfully Submitted By:

Charity Hutchison, Recording Secretary

#### THE CITY OF LINCOLN

Address: 1026
Phone: Business:

Police Department:

Street Department:

**APPROVED: (signatures)** 

**Date Received** 

JAN 27 ZUZ5

# REQUEST TO PERMIT EVENT WITH STREET CLOSURE Must Have Council Approval RECEIVED

Date(s) of Event: 4/26, 5/24, 5/26, 9/21 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.)  Cars + Coffee meeting for Collector Cars + owner.
Location of Event Property: (Address Utilized Space) 100 Block of South Kakagoo Items occupying street space utilized: Collector Cara Date(s) and time(s) for usage of Property: Dates Above From 8 Am to 1/Am 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 Kockapoo ST
Closed from 8:00 a.m./p.m. until 11:00 a.m./p.m. (circle a.m. or p.m.)
If different times on different days, please specify
Certificate of Insurance Liability for event must be attached to request before approval.
Business/Organization/Sponsor Name: Lincoln Pastsplitter Antique Auto Club Contact Name: Rob Harmon Email: rharmon 1113 e amail, Go
Contact Name: Rob Harmon Email: rharmon 1/13 e amail, Con

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

\_\_\_Signature: 🕦

Date:

Vote: Council Approval

**Yeahs** 

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.



# Coverage Is Provided In: Ohio Security Insurance Company

Policy Number: BLS (26) 58 43 35 74

> Policy Period: From 04/01/2025 To 04/01/2026 12:01 am Standard Time

at Insured Mailing Location

# Commercial General Liability Declarations

Basis: Occurrence

Named Insured & Mailing Address

Agent Mailing Address & Phone No.

LINCOLN RAIL SPLITTERS ANTIQUE AUTO CLUB INC.

(800) 962-7132 INDIANA INSURANCE - AMSC IL

### **SUMMARY OF LIMITS AND CHARGES**

Commercial	DESCRIPTION	LIMIT
General	Each Occurrence Limit	1,000,000
Liability	Damage To Premises Rented To You Limit (Any One Premises)	1,000,000
Limits of	Medical Expense Limit (Any One Person)	15,000
Insurance	Personal and Advertising Injury Limit	1,000,000
	General Aggregate Limit (Other than Products - Completed Operations)	2,000,000
	Products - Completed Operations Aggregate Limit	2,000,000
Explanation of	DESCRIPTION	PREMIUM
Charges	General Liability Schedule Totals	
	Certified Acts of Terrorism Coverage	
	Total Advance Charges:	

Note: This is not a bill

ORDINANCE NO.	
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# AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK (IPWMAN)

WHEREAS, the Illinois Public Works Mutual Aid Network (IPWMAN) was organized beginning in 2009 to coordinate mutual aid. The system is designed to facilitate all levels of mutual aid from day-to-day non-emergent sharing of resources to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master IPWMAN intergovernmental agreement, IPWMAN has grown exponentially to its current composition of over 400 Illinois member agencies; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Mayor and the City Council of Lincoln, Logan County, Illinois, have determined that it is in the best interests of this unit of local government and its residents to enter into the Illinois Public Works Mutual Aid Network Agreement to secure to each the benefits of public works mutual aid and assistance.

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

**SECTION ONE: INCORPORATION OF RECITALS** That the recitals set forth above are incorporated here by reference.

**SECTION TWO:** APPROVAL OF AGREEMENT That the Illinois Public Works Mutual Aid Network Agreement is hereby approved, and the Mayor and the City Clerk of Lincoln, Logan County, Illinois, be and are hereby authorized and directed to execute the Illinois Public Works Mutual Aid Network Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

**SECTION THREE: REPEALER** All prior ordinances, resolutions or motions, or parts of ordinances, resolutions, or motions in conflict with any of the provisions of this Ordinance shall be, and the same are hereby repealed to the extent of the conflict.

**SECTION FOUR: SEVERABILITY** This Ordinance and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Ordinance is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Ordinance.

The vote on the adoption of this Or	dinance was as follows.
Alderman Parrott	Alderwoman Rohlfs
Alderwoman McClallen	Alderman Bateman
Alderman Downs	Alderman Eimer
Alderwoman O'Donoghue	Alderman Sanders
Ayes:	
Nays:	
Abstain:	
Absent:	
Passed and approved this	day of, 2025.  CITY OF LINCOLN,
	CIT I OF ENVEOLIN,
	BY: Tracy Welch, Mayor City of Lincoln, Logan County, Illinois
ATTEST:	(SEAL)
City Clerk, City of I Logan County, Illino	

#### MEMORANDUM

TO:

Mayor and Aldermen of the City of Lincoln

FROM:

Walt Landers, Street Superintendent

**MEETING** 

DATE:

February 11, 2025

RE:

Illinois Publics Works Mutual Aid Network Updated Intergovernmental Agreement

#### Background

At the August 8,2024, meeting, the Board of Directors of the Illinois Public Works Mutual Aid Network. Inc (IPWMAN). voted to approve a revised intergovernmental agreement which will require all members desiring to continue in IPWMAN to approve by ordinance or resolution. Previously the City approved the membership by ordinance

#### Analysis/Discussion

There is no intent to change the day-to-day and emergency response mutual aid program. There are a few issues which the IPWMAN Board believes should be revised through the approval of the new agreement. Significant changes from the current agreement are:

- 1. Clarification that mutual aid is not just for emergencies. Currently members assist each other with provision of equipment and personnel on a day-to-day basis and the new agreement expressly provides authority for this common practice.
- 2. The current by-laws provide for the governance of IPWMAN by a not-for-profit corporate entity rather than by a board of members without a separate corporation. The Illinois Intergovernmental Corporation Act does not require the formation of a not-for-profit corporation to be the governing body. Revising the IPWMAN's agreement and by-laws to eliminate the corporate entity streamlines the organization and eliminates issues related to asset ownership, liability and tort immunity. All assets of the IPWMAN will be held in the intergovernmental agency's name going forward.
- 3. The new agreement provides a revised process for any future amendment. Any member may propose an amendment to the board of directors. If the board approves it, the proposed amendment will be sent to the entire membership 45 days before a general meeting. If at least 60% of the members present approve the amendment, a new intergovernmental agreement will be submitted to all members for the governing boards to approve by resolution.

#### Fiscal Impact

None

#### **COW Recommendation**

Place the Ordinance to approve the new IPWMAN Intergovernmental Agreement on the February 17, 2025, Regular City Council meeting agenda

#### Council Recommendation:

Approve the new IPWMAN Intergovernmental Agreement by ordinance.

#### An Intergovernmental Agreement Providing for Membership in the Illinois Public Works Mutual Aid Network Agreement

This Intergovernmental Public Works Agreement (hereinafter "Agreement") is entered into by and among \_\_\_\_\_\_("Participating Agency") and the other participating public agencies that have also executed this Agreement (collectively, the "Parties" and individually a "Party").

WHEREAS, by executing this Agreement, Participating Agency has manifested its intent to participate in the program for mutual aid and assistance, hereinafter entitled the "Illinois Public Works Mutual Aid Network (IPWMAN)", and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., (hereinafter "Act") authorize units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

WHEREAS, the Act provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

WHEREAS, the Parties may voluntarily agree to participate in mutual aid and assistance activities conducted pursuant to IPWMAN and the Interstate Emergency Management Assistance Compact (EMAC); and

WHEREAS, the Parties eligible to voluntarily participate in IPWMAN include, without limitation: municipalities, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other public agency, as defined by the Act, that performs a public works function; and

WHEREAS, the Parties are units of local government as defined by the Constitution of the State of Illinois and public agencies as defined by the Act; and

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential natural and man-made disasters; and

WHEREAS, the Parties wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies; and

WHEREAS, the Parties may also provide mutual aid and assistance to one another on a day-to-day basis during non-emergencies pursuant to this Agreement; and

NOW, THEREFORE, the Parties agree as follows:

#### **SECTION I: PURPOSE**

IPWMAN is hereby established to provide a method whereby a Party in need of mutual aid assistance may request aid and assistance from the other Parties in the form of personnel, equipment, materials or other associated services as necessary. The purpose of this Agreement is to formally document such a program.

#### **SECTION II: DEFINITIONS**

The following definitions will apply to the terms appearing in this Agreement.

- A. "AGENCY" means any municipality, township road district, unit road district, county highway departments, publicly-owned water organization and publicly-owned wastewater organization or any other public agency that performs a public works function that has entered into and abides by the provisions as found in this Agreement.
- B. "AID AND ASSISTANCE" includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response during disasters and non-emergency situations, including training exercises to prepare for situations requiring mutual aid and assistance.
- "AUTHORIZED REPRESENTATIVE" means a Party's employee who has been authorized, in C. writing by that Party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each Party's initial authorized representative, and the representative's title, is to be listed on the contact list maintained by IPWMAN. If the title of the authorized representative as listed by name on the contact list has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the Party. In the event that the person who is listed as authorized representative is no longer employed by the Party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the Party indicates otherwise in writing Each Party's authorized representative shall be responsible to designate someone to supervise that Party's employees who are engaged in the receipt or furnishing of aid and assistance, including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.
- D. "BOARD OF DIRECTORS" is a group of representatives from the Parties to this Agreement elected to organize and maintain the program. The Board of Directors shall consist of members of IPWMAN. Qualifications and terms for the Board members shall be defined in the By-Laws of the Illinois Public Works Mutual Aid Network.
- E. "BOARD MEMBER" is a representative of the IPWMAN serving on the Board of Directors.
- F. "DISASTER" means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the

control or resources of the services, personnel, equipment and facilities of a Party that requires assistance under this Agreement, and may be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.

- G. "IPWMAN" is the acronym for the Illinois Public Works Mutual Aid Network.
- H. "LOCAL EMERGENCY" is defined as an urgent need requiring immediate action or attention beyond normal capabilities, procedures and scope for aid and assistance by an Agency.
- I. "GENERAL MUTUAL AID" means aid and assistance provided during non-emergency conditions.
- J. "MUTUAL AID RESOURCE LIST" means the list of the equipment, personnel and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan as approved by the Board of Directors, or its designee.
- K. "NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)" a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.
- L. "PARTY" means an Agency which has adopted and executed this Agreement.
- M. "PERIOD OF ASSISTANCE" means a specified period of time when a Responding Agency assists a Requesting Agency. The period commences when personnel, equipment, or supplies depart from a Responding Agency's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from a disaster, local emergency, or period of general mutual aid, as previously defined.
- N. "RESPONDING AGENCY" means the Party or Agency which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.
- O. "REQUESTING AGENCY" means the Party or Agency requesting and receiving aid and assistance from a Responding Agency.

#### **SECTION III: RESPONSIBILITY OF PARTIES**

- A. PROVISION OF AID. Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time, for any reason.
- B. *RECRUITMENT.* The Parties hereby encourage each other to enlist other agencies to adopt and execute this Agreement.

- C. AGREEMENT FOR BENEFIT OF PARTIES. All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.
- D. *IMMUNITIES*. All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.
- E. *MEMBERSHIP.* To be a member in good standing, a Party shall be responsible for dues and other obligations as specified in the IPWMAN By-Laws and Operational Plan.

#### **SECTION IV: ANNUAL REVIEW**

At a minimum, the Board of Directors shall meet annually at a meeting place designated by the Board of Directors to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement. The Board of Directors shall have the power and signing authority to carry out the purposes of this Agreement, including but not limited to the power to: adopt bylaws; execute agreements and documents approved by the Board of Directors; develop specific operating plans, procedures and protocol for requesting assistance; organize meetings; engage in joint training exercises; operate a website; disseminate information; create informational brochures; create subcommittees; maintain lists of the Parties; maintain equipment and supply inventory lists; and deal with Party issues.

#### <u>SECTION V</u>: PROCEDURES FOR REQUESTING ASSISTANCE

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the IPWMAN Operational Plan.

#### SECTION VI: RESPONDING AGENCY'S ASSESSMENT OF AVAILABILITY OF RESOURCES

The Board of Directors will promulgate and regularly update procedures for responding agency's assessment of availability of resources through the IPWMAN Operational Plan.

#### **SECTION VII: SUPERVISION AND CONTROL**

- A. DESIGNATION OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL. Responding Agency shall designate a representative who shall serve as the person in charge of coordinating the initial work assigned to the Responding Agency's employees by the Requesting Agency. The Requesting Agency shall direct and coordinate the work being assigned to the Responding Agency(s) and the Requesting Agency's employees. All actions shall be consistent with and in accordance with the National Incident Management System (NIMS) and the IPWMAN Operational Plan.
- B. RESPONSIBILITIES OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL. The Board of Directors will promulgate and regularly update procedures for Responding Agency's supervisory

personnel through the IPWMAN Operational Plan.

#### SECTION VIII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance, renewability, and recall through the IPWMAN Operational Plan.

It is presumed that a Responding Agency's aid and assistance shall be given for an initial minimum period of twelve (12) hours. Thereafter, assistance shall be extended as the Responding Agency and Requesting Agency shall agree. The twelve (12) hour period shall start when the aid and assistance departs from Responding Agency's location with the intent of going to Requesting Agency's location. The aid and assistance shall end when it returns to Responding Agency's location with the understanding between the Responding Agency and Requesting Agency that provision of aid and assistance is complete.

Responding Agency may recall its aid and assistance at any time at its sole discretion. Responding Agency shall make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.

#### SECTION IX: DOCUMENTATION OF COST & REIMBURSEMENT OF COST

- A. PERSONNEL Responding Agency shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Responding Agency shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirements, etc.).
- B. RESPONDING AGENCY'S TRAVELING EMPLOYEE NEEDS Responding Agency shall document the basic needs of Responding Agency's traveling employees, such as reasonable lodging and meal expenses of Responding Agency's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.
- C. EQUIPMENT Responding Agency shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and damages directly caused by provision of the aid and assistance.
- D. MATERIALS AND SUPPLIES Responding Agency shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.
- E. REIMBURSEMENT OF COSTS Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency, unless the aid and assistance is requested for more than five (5) calendar days. If aid and assistance is requested for more than five (5) calendar days, the Responding Agency may submit an itemized invoice to the Requesting Agency seeking reimbursement of the cost incurred for personnel, traveling employees, equipment, materials and supplies. If aid and assistance is requested from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for

personnel, materials, supplies and equipment from the first day of the response to the event by the State of Illinois. Materials and supplies will be reimbursed at the cost of replacement of the commodity. Personnel will be reimbursed at Responding Agency rates and equipment will be reimbursed at an appropriate equipment rate based upon either pre-existing locally established rates, the Federal Emergency Management Agency Equipment Rate Schedule or that published by the Illinois Department of Transportation. In the event that there is no such appropriate equipment rate as described above, reimbursement shall be at the actual cost incurred by the Responding Agency.

#### SECTION X: RIGHTS AND PRIVILEGES OF RESPONDING AGENCY'S EMPLOYEES

Whenever Responding Agency's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Responding Agency.

#### **SECTION XI: WORKERS' COMPENSATION**

The Parties agree that Requesting Agency shall be responsible for payment of workers' compensation benefits owed to Requesting Agency's employees and that Responding Agency shall be responsible for payment of workers' compensation benefits owed to Responding Agency's employees.

#### **SECTION XII: INSURANCE**

Each Party shall bear the risk of liability for its agency and its agency's employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under Section XIII of this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

#### **SECTION XIII: INDEMNIFICATION**

Each Party hereto agrees to waive all claims against all other Parties for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement but only if such claim is not a result of gross negligence or willful misconduct by another Party or its personnel.

Each Party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the Responding Agency and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid or its employees shall be the sole and exclusive responsibility of the Responding Agency; and further provided that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Responding Agency. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

#### SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID

The rendering of assistance under the terms of this Agreement shall not be mandatory under any circumstances, including, without limitation, that the local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

#### **SECTION XV: NOTICE OF CLAIM OR SUIT**

Any Party that becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement shall provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

#### **SECTION XVI: AMENDMENTS**

Any member may propose amendment of this Agreement. Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments approved by majority vote of the Board of Directors will be sent to the members for consideration at a duly called meeting held at least 45 days after the Secretary, or designee, has sent the proposed amendment by paper document or electronically to each member. Any proposed amendment receiving the affirmative vote of at least three-fifths (60%) of the members present at the meeting shall be sent to the membership for adoption by the governing body of each member. Failure of a member's governing body to adopt any amended agreement within 120 days of receipt of the proposed amended agreement will signify a Party's withdrawal from the Agreement.

#### **SECTION XVII: ADDITIONAL PARTIES**

Additional Agencies may become Parties to this Agreement, provided that such Agencies:

- (1) Approve and execute this Agreement.
- (2) Provide a fully executed copy of this Agreement to the Board of Directors.
- (3) Provide the name and title of an authorized representative to the Board of Directors.
- (4) Annually provide a list of mutual aid resources to its local accredited/certified Emergency Management Agency. If requested, the agency may need to assist its local accredited/certified Emergency Management Coordinator with data entry of its mutual aid resources into a web-based format (NIMS Source).

Upon submission of the items enumerated above to the Board of Directors and receipt of acknowledgement from the Board of Directors, the submitting agency shall be regarded as a Party to the Agreement.

#### **SECTION XVIII: NOTICES**

Notices and requests as provided herein shall be deemed given as of the date the notices are deposited, by First Class Mail, addressed to the Board of Directors who will notify each of the Parties' representatives.

#### SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors by First Class mail. A Party's withdrawal from this Agreement shall not affect that Party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within one hundred and twenty (120) days of said amended agreement will signify a Party's withdrawal from the Agreement pursuant to Section XVI of this Agreement. Any Party that fails to meet its obligations in accordance with this Agreement or the IPWMAN bylaws may have its participation in IPWMAN terminated by a two-thirds vote of the Board of Directors pursuant to 2.4 of the IPWMAN by-laws.

#### **SECTION XX: HEADINGS**

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

#### **SECTION XXI: SEVERABILITY**

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

#### **SECTION XXII: EFFECTIVE DATE**

This Agreement shall be effective on the date of the acknowledgement letter sent by the Board of Directors.

#### **SECTION XXIII: WAIVER**

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

#### **SECTION XXIV: EXECUTION OF COUNTERPARTS**

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

#### **SECTION XXV: PRIOR IPWMAN AGREEMENTS**

All prior IPWMAN agreements for mutual aid and assistance between the Parties hereto are suspended and superseded by this Agreement. It is specifically understood and agreed that this Agreement is intended to reorganize IPWMAN's governing structure to a Board of Directors of the Intergovernmental Agency rather than of a not-for-profit corporation as provided in the By-Laws attached to this Agreement as Exhibit A. The By-Laws are specifically incorporated here by reference. All prior acts of the Board of Directors are hereby declared to be those of IPWMAN, an Intergovernmental Agency.

#### SECTION XXVI: PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

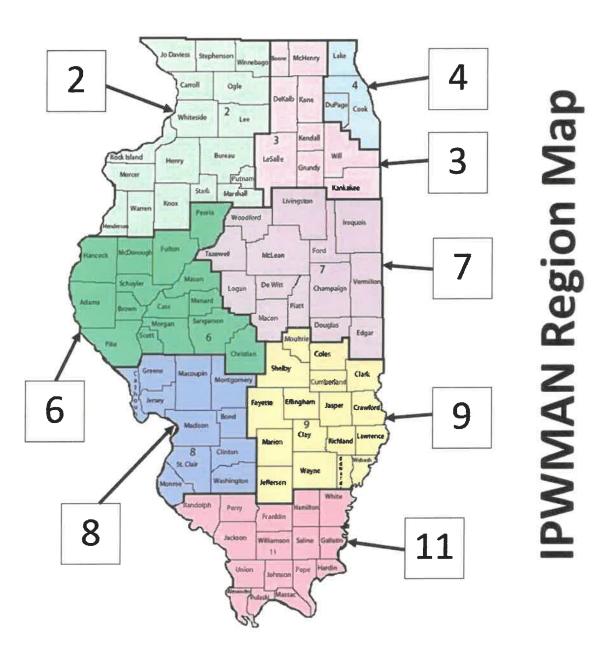
*NOW, THEREFORE*, each of the Parties have caused this IPWMAN Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

## **Signature Page**

Approved and executed the	his day	of 20
For the Agency (Insert Nar	me):	
Ву:		
Its:		
Attest		
Ву:		
Its:		
APPROVED		
On behalf of the Illinois Pul	blic Works Mutual Aid Network	
Approved and executed th	nisday of	20
By:		
Pres	Vince Kilcullen sident, IPWMAN Board of Directors	
Attest:		
Sec	Joe Cronin retary, IPWMAN Board of Directors	

Approved by the IPWMAN Interim Board of Directors on September 17, 2008. Amended by the IPWMAN Interim Board of Directors on August 19, 2009. Amended by the IPWMAN Board of Directors on June 16, 2010. Amended by the IPWMAN Board of Directors on October 22, 2024.

### Exhibit 1—IPWMAN Region Map



#### RESOLUTION NO. 2025 -

# A RESOLUTION ADOPTING ANNUAL SALARY INCREASE POLICY FOR NON-UNION EMPLOYEES

WHEREAS, the City Council acknowledges that by statute they set the pay for all employees within the City of Lincoln; and

WHEREAS, the Salary Increase Policy gives structure to the City Council and non union employees on the procedure each year for pay increases;

WHEREAS, the City of Lincoln desires to adopt a pay increase policy for their non union employees; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LINCOLN, LOGAN COUNTY, ILLLINOIS:

**SECTION 1.** that the City of Lincoln adopts the Annual Pay Increase Policy for Non-Union Employees attached to this Resolution.

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

A	lderman Parrott	 Alderwoman Rohlfs	
A	lderwoman McClallen	 Alderman Bateman	
A	lderman Downs	 Alderman Eimer	
A	lderwoman O'Donoghue	 Alderman Sanders	
Ayes:			
Nays:			
Abstain:			
Absent: _			

F	Passed and approved this day of	f	, 2025.
		CIT	Y OF LINCOLN,
		BY:	Tracy Welch, Mayor City of Lincoln, Logan County, Illinois
ATTEST	City Clerk, City of Lincoln, Logan County, Illinois		(SEAL)



### Annual Salary Increase Policy for Non-Union Employees

Updated: February 5, 2025

This policy has been established and published to provide a consistent and equitable approach in determining and administering annual salary increases for those employees whose salary increase is not determined by a collective bargaining agreement.

#### Purpose

The purpose of this policy is to:

- Define how the organization plans to pay and reward employees competitively, based on business conditions, competition, and ability to pay.
- Ensure equal pay for equal work, with allowable pay differences based on factors not prohibited by law.
- Define the competitive market position of the organization in relation to base pay, variable compensation, and benefits opportunities.

#### **Compensation Philosophy**

The city's compensation philosophy reflects our core values and beliefs regarding employee compensation. Our philosophy seeks to:

- Provide clear guidelines for making consistent pay decisions across different roles.
- Attract and retain top talent.
- Motivate employees to perform at their best.
- Increase employee trust, satisfaction, and loyalty.

#### **Performance Evaluation**

Supervisors shall complete a standardized performance evaluation for each employee covered under this policy that they are responsible for. Evaluations shall be completed and the results administered to employees according to the Activity Schedule listed below. Results shall be retained and maintained by the supervisor.

#### Salary Increases

Department budget line items for employee salaries will be increased annually by an amount equal to the Consumer Price Index (CPI), as determined by the Illinois Department of Revenue (IDOR), plus two (2) percent, and not to exceed a total of five (5) percent when combined. This provides adequate funding to give appropriate and responsible salary increases that are comparable to other employees throughout the organization. Individual salary increases shall be set by the respective supervisor for those employees covered by this policy. They will take into consideration business conditions and the results of employee performance evaluations.

#### City Council Approval

The City Council understands that Department Heads are best positioned to understand the responsibilities and performance of the employees that report to them. As such, the Council instills trust in the Department Heads and supports their decision regarding salary increases. Still, the City Council is required by law to approve salary increases and do so by approval of the annual budget and appropriations.

#### Compensation Study

Starting in 2025, a compensation study will be performed no less than every 5 years to assess how the salaries and benefits of city employees covered under this policy compare to similar roles in the market. This ensures that the compensation structure is competitive, fair, and helps attract and retain top talent by identifying areas where they might be overpaying or underpaying employees relative to the industry standard.

#### **Covered Positions**

This policy applies to the following positions:

DEPARTMENT HEADS (8)	PARTMENT HEADS (8) FULL-TIME CLERICAL EMPLOYEES (8)	
<ul> <li>Fire Chief</li> <li>Deputy Fire Chief</li> <li>Assistant Fire Chief (3)</li> <li>Police Chief</li> <li>Deputy Police Chief</li> <li>Street Superintendent</li> <li>Building and Safety Official</li> </ul>	<ul> <li>Deputy City Clerk</li> <li>Sewer Clerks (2)</li> <li>Administrative Assistant to the Police Chief</li> <li>Police Records Clerk</li> <li>Deputy Building and Safety Official</li> <li>Administrative Assistant to the Street Department, Clerks Office, and Building and Safety Department</li> <li>Administrative Assistant to the Mayor and City Council</li> </ul>	<ul> <li>Sewer Clerk</li> <li>Landfill Attendants (2)</li> <li>School Crossing Guard</li> </ul>

#### **Activity Schedule**

The following schedule will be adhered to annually:

Activity	Date	
Treasurer sets salary line adjustments using this policy	No later than Mar 1st	
Performance evaluations are complete and administered	No later than Mar 1st	
City Council approves budget	Date varies	
Salary increases are effective	May 1 <sup>st</sup>	



### CITY OF LINCOLN, ILLINOIS

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

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

To: Mayor and Aldermen of the City of Lincoln

From: Andrew Bowns, Wastewater Project Manager

Meeting Date: February 11, 2025

RE: Access ramp and road for Community Solar

#### Background

With the community solar development quickly approaching, site access needs to be addressed to the Northern part of the parcel for construction purposes.

#### Analysis/Discussion:

The existing entrance to the sewer solar distribution is not able to be used for the construction of the community solar portion of the project. A ramp will be constructed off of Kickapoo St. coming down off the levee/Sherman St. sewer line down into the ~40 acre parcel. It will consist of a rough L that travels down the sides of where the panels will be installed at. The portion of the L where the two segments meet will be widened to allow for pulling and backing through the radius.

#### Fiscal Impact:

Expense up to \$60,000 from the "50-7400-7850 Capital Expense - Sewer Const" line item.

#### COW Recommendation:

Place "Access ramp and road for Community Solar" on the February 17th voting session in an amount not to exceed \$60,000.00.

#### Council Recommendation:

Approve "Access ramp and road for Community Solar" to replace the control system at the Lincolnwood lift station in an amount not to exceed \$60,000.00.

CITY COUNCIL

### Logan County Illinois GIS Viewer





February 10, 2025

Counties

2019 Aerial Photo (6 Inch Pixel)

Green: Band\_2

Blue: Band\_3

Red: Band\_1

		1:1,68	30
0	0.0075	0.015	0.03 mi
5	0.0125	0.025	0.05 km

The Data is provided "as is" without warranty or any representation of accuracy, Smaliness or completeness. The burden for de termining accuracy, completeness, imminess, merchantability and fitness the or the appropriateness for use, rests soldy on the requester. Logan County makes no warranties, express or implied, as to the use of the Date. There are no invited to the control of the county of the county makes no warranties, express or implied, as to the use of the Date. There are no invited to a set of the county of the fact that the Date is dynamic and is in a constant state of maintaness, correction, and update.

Logan County, TCRPC

Esri, HERE, Garmin, (c) OpenStreetMap contributors,



A QUANTA SERVICES COMPANY



ARRAY		
DuraTrack Project Details		5
Customer	Keystone Power	M
Project Name	Lincoln WWTP Expansion	
Address	150 West Kickapoo Street	
Coordinates	40.137771, -89.369098	
City, State, Zip	Lincoln, IL 62656	
ASCE 7-16 Wind	101	
ASCE 7-16 Snow	20	
Risk Category	I	1
Module Brand	ZXM7-UHLDD144	
Module Size	595	
Module Qty	8,025	Dan
Size (watts DC)	4,774,875	нр
String Size	24	l no
String Qty	335	Cente
Driveline Angle	0	
Row Spacing	221	
Motor Qty	3	Clam
Date	12/23/2024	F

BÇ

12/23/2024

4

Designed By

Rev. Date

Rev.#

