

CITY OF LINCOLN
COMMITTEE OF THE WHOLE MEETING
AGENDA
NOVEMBER 25, 2025
CITY HALL COUNCIL CHAMBERS
700 BROADWAY STREET
6:00 PM

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Public Participation**
- 4. Oath of Office – Brock Casey Firefighter**
- 5. Request to Permit: Lincoln’s annual Christmas Parade Thursday, December 4, 2025.**
- 6. Authorization to repair Squad 5100.**
- 7. Blower Building VFD Upgrade.**
- 8. Renewal of Certificate of Deposit in Sewer O&M**
- 9. Tax Levy for 2025.**
- 10. Discussion on creating Ordinance 3-27 of the Lincoln City Code.**
- 11. Announcements**
- 12. Executive Session 2 (C) 1**
- 13. Adjournment**
- 14. Public Hearing General Obligation Limited Tax Bonds Monday, December 1, 2025 at 6:00 PM**
City Council Meeting Monday, December 1, 2025 6:05 PM
Committee of the Whole Meeting: December 9, 2025 at 6:00 PM

THE CITY OF LINCOLN

Date Received NOV 20 2025

REQUEST TO PERMIT EVENT WITH STREET CLOSURE **RECEIVED**

Must Have Council Approval

Date(s) of Event: December 4th, 2025 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.)

Lincoln's annual Christmas Parade. Multiple participants
will be bringing trucks, floats, golf carts, other vehicles, fire
trucks, and some will be walking.

Location of Event Property: (Address Utilized Space) Downtown Lincoln

Items occupying street space utilized: Parade floats, vehicles, people

Date(s) and time(s) for usage of Property: December 4th, 2025 5:30p-8:00p

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? See attached

Closed from 5:30 a.m./(p.m.) until 8:00 a.m./(p.m.) (circle a.m. or p.m.)

If different times on different days, please specify. _____

Does this street normally have access to a permitted parking lot? Specify, _____

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

Business/Organization/Sponsor Name: City of Lincoln

Contact Name: Ashley Metelko Email: ametelko@lincoln.il.gov

Address: 700 Broadway St Signature: Ashley Metelko

Phone: Business: 217-732-2122 Cell: _____

APPROVED: (signatures)

Police Department: Joseph H. Meister Jr. Mayor: _____

Fire Department: Walt Fandrich Vote: Council Approval ____ Years ____ Days

Street Department: _____ 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.

calmaps.com

Distance: 804.8 m | 0.80 km | 0.50 mi | 2640 ft | 880.1 yd | 0.43 nm





LINCOLN FIRE DEPARTMENT

Fire ~ Rescue ~ Life Safety

700 Broadway – Lincoln, IL 62656

Aaron (Ty) Johnson – Fire Chief

Phone 217-735-4020 Ajohnson@lincoln.il.gov



TO: Mayor and City Council Members

FROM: Aaron T Johnson, Fire Chief

MEETING DATE: November 25th, 2025

RE: Squad 5100 repair

This memo is to request authorization to repair Squad 5100.

Background:

Squad 5100 is a 2016 Chevy 3500hd with 76,000 miles. Its intended purpose when purchased was for emergency medical responses. In theory, the use of a lighter truck was to save money on maintenance and fuel in comparison to a fire engine or fire truck. Due to staffing shortages, Squad 5100 does not get used often. If staffing is at or below 5, the on-duty crews respond to EMS calls with the fire engine or fire truck (not Squad 5100).

In October, Squad 5100 was taken to Schultz Automotive Center in Springfield due to very poor running conditions. The work to be done was estimated at approximately \$9,500. Mayor Welch had given his authorization for the emergency spending. During the repair process it was confirmed that additional work would be required. It was determined that a complete engine rebuild (plus turbo) was needed. The total cost is \$18,907.75. As it sits, the City of Lincoln currently owes approximately \$11,550.40 for work already completed. I ordered all work to be stopped at that point until the project could be brought before the city council.

Budget:

02-0800-5202 is the line for vehicle maintenance and repair. \$50,000 was approved for FY25-26 with an additional \$25,000 in appropriations. At the time of this memo, this line is down to \$12,475 (before appropriations). This number also reflects the estimated costs of current work being performed on other apparatus.



LINCOLN FIRE DEPARTMENT

Fire ~ Rescue ~ Life Safety

700 Broadway – Lincoln, IL 62656

Aaron (Ty) Johnson – Fire Chief

Phone 217-735-4020 AJohnson@lincoln.il.gov



Recommendation:

I recommend repairing Squad 5100 at the cost of \$18,907.75 (total). In proper running condition, Squad 5100 would have an estimated value of approximately \$25,000 to \$35,000 per Schultz Automotive Center. In its current condition, it is valued at approximately \$6000 per Schultz Automotive. The source of funding for this repair would be at the discretion of the city council and treasurer.

In full transparency, selling Squad 5100 will be brought to the council in the near future regardless of its condition

It should also be noted that all repairs to apparatus have been non-discretionary. Unfortunately, rising costs combined with an aging fleet have created unforeseen expenses.

Aaron T Johnson, Fire Chief

TRACY WELCH
MAYOR

PEGGY S. BATEMAN
CITY CLERK

CHARLES N. CONZO
CITY TREASURER

JOHN A. HOBLIT
CITY ATTORNEY



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: November 25, 2025

RE: Blower Building VFD Upgrade

Background

The blower building is in need of 3 new Variable Frequency Drives(VFDs). One of the four VFDs was replaced 2 years ago due to a failure. The other 3 are all over 20 years old. Only 2 of the older VFDs are currently functional.

Analysis/Discussion:

This VFD upgrade will replace the existing VFDs with ABB branded drives which is what we have been trying to standardize too. The new VFDs and the one current ABB VFD will be relocated from the ceiling closer to the motors they operate; which will make them more accessible. It will also remove them from operating in the hottest part of the room; which degrades the lifespan of all electronic equipment. After this replacement is complete it will leave 5 other VFDs at the plant that have not be replaced within the last 6 years, and all 5 of those are also 20 years old.

Fiscal Impact:

Expense \$100,750.00 from the "50-7200-7860 Capital Expense - Equipment" line item.

COW Recommendation:

Place "Blower Building VFD Upgrade" on the December 1st voting session in an amount not to exceed \$100,750.00.

Council Recommendation:

Approve "Blower Building VFD Upgrade" to install and relocate new and existing VFDs in the blower building in an amount not to exceed \$100,750.00.

CITY COUNCIL

FIRST WARD
STEVE PARROTT
ROBIN McCLALLEN

SECOND WARD
SAM DOWNS

THIRD WARD
KEVIN BATEMAN
DENNIS CLEMONS

FOURTH WARD
RHONDA O'DONOGHUE
STAN ANDERSON



Quotation

September 23, 2025

To: Eric Leever
Company: Veolia
Phone: 217-737-4182
Job: Blower Building Upgrade

From: George Hill
Phone: 309-202-0470
Office: 309-353-5376
Email: George@go-bea.com

Scope of Work: BEA proposes to replace Blowers 1, 2, and 4 Toshiba VFDs in the Blower Building with new ABB ACS 580 VFDs. In addition, BEA proposes to remove the existing ABB ACQ 580 VFD from the rack above the MCC and relocate it next to the designated blower for improved accessibility and serviceability.

Blower #1

- **Supply (1) ACS 580 VFD**
 - Supply ABB ethernet module for VFD
- **Demolition and Removal**
 - Remove the existing original hardware and electronic components from the MCC bucket.
 - Disconnect all associated line, load, and control wiring to existing VFD.
- **Installation**
 - Fabricate and install a new strut rack to mount the new ABB ACS 580 VFD near the motor.
 - Install new line and load wiring between the OCPD, motor and VFD.
 - Rework existing control conduit to accommodate revised control wiring.
- **Programming and Commissioning**
 - Program the new VFD.
 - Implement any necessary programming adjustments to integrate with existing control systems.
 - Verify proper motor rotation and blower functionality.

Blower #2

- **Supply (1) ACS 580 VFD**
 - Supply ABB Ethernet module for VFD
- **Demolition and Removal**
 - Remove the existing original hardware and electronic components from the MCC bucket.
 - Disconnect all associated line, load, and control wiring to existing VFD.
- **Installation**
 - Fabricate and install a new strut rack to mount the new ABB ACS 580 VFD near the motor.
 - Install new line and load wiring between the OCPD, motor and VFD.
 - Rework existing control conduit to accommodate revised control wiring.
- **Programming and Commissioning**
 - Program the new VFD.
 - Implement any necessary programming adjustments to integrate with existing control systems.
 - Verify proper motor rotation and blower functionality.

Blower #3

- **Removal**
 - Remove the existing ACQ 580. Transplant and relocate.
 - Supply ABB Ethernet module for VFD
- **Installation**
 - Fabricate and install a new strut rack to mount the new ABB ACQ 580 VFD near the motor.
 - Install new line and load wiring between the OCPD, motor and VFD.
 - Rework existing control conduit to accommodate revised control wiring.

- **Programming and Commissioning**
 - Program the new VFD.
 - Implement any necessary programming adjustments to integrate with existing control systems.
 - Verify proper motor rotation and blower functionality.

Blower #4

- **Supply (1) ACS 580 VFD**
 - Supply ABB Ethernet module for VFD
- **Demolition and Removal**
 - Remove the existing original hardware and electronic components from the MCC bucket.
 - Disconnect all associated line, load, and control wiring to existing VFD.
- **Installation**
 - Fabricate and install a new strut rack to mount the new ABB ACS 580 VFD near the motor.
 - Install new line and load wiring between the OCPD, motor and VFD.
 - Rework existing control conduit to accommodate revised control wiring.
- **Programming and Commissioning**
 - Program the new VFD.
 - Implement any necessary programming adjustments to integrate with existing control systems.
 - Verify proper motor rotation and blower functionality.

General Clarifications:

- **Removal of Existing Toshiba VFDs**
BEA will disconnect all wiring and connections from the existing Toshiba drives. To reduce project costs for the municipality, the City of Lincoln employees will be responsible for physically removing the Toshiba VFDs from the rack. If City staff are unable to perform this work, the removal will be considered outside of BEA's scope. BEA can provide these services at an additional cost upon request.
- **Conduits**
BEA is not responsible for any conduits that are found to be damaged or unusable. If such conditions are discovered, BEA will promptly notify the site operator. Any corrections will be outside of BEA's scope and may be completed with customer approval at additional cost.

*****PRICING DISCLAIMER*****

All quoted prices are subject to change without prior notice due to external factors including, but not limited to, tariffs, taxes, and regulatory actions. This clause supersedes any other validity period stated in this quotation (including but not limited to Section 1 of Exclusions and Disclaimers, "Quote Validity") and takes precedence over conflicting terms.

Quotation Price Expected Cost:	\$ 95,250.00
Quotation Price Not to Exceed:	\$ 100,750.00

This quotation respectfully submitted by:

George Hill

PO Box 872

Pekin, Illinois 61554

Approval: _____

Date: _____

Additional Terms & Attachments

Please note that this quote is accompanied by the following documents, which are an integral part of this proposal:

- **Exclusions and Disclaimers:** The detailed list of exclusions, disclaimers, and conditions applicable to this project can be found in the attached "Exclusions and Disclaimers" page. By accepting this quote, the customer acknowledges and agrees to all terms and conditions stated therein.
- **Warranty Terms:** A comprehensive description of the warranty coverage, including duration and conditions, is included in the attached "Warranty" page.

Acceptance of this quotation confirms that the customer has read and agrees to the terms and conditions specified in the main document as well as those detailed in the attached pages.

Exclusions and Disclaimers

1. Quote Validity

This quotation is valid for a period of 30 days from the date of issuance. All prices, terms, and conditions are based on the project scope as defined in this document and are subject to change after the 30-day validity period. Any adjustments, changes in scope, or extended periods will necessitate a revised quotation, which will supersede the original. Customers are encouraged to confirm the acceptance of this quote within the validity window to secure the pricing and proposed project timeline.

2. Scope of Work Exclusions

The work detailed in this proposal pertains only to the equipment, systems, and services specifically listed within the defined scope of work. This quotation does not include:

- **Repair, Replacement, or Modification of Existing Equipment:** Any existing electrical or control components, systems, or machinery that are found to be damaged, faulty, or unsuitable for integration during installation are not covered. Such issues may be brought to the customer's attention with the option to quote separately for remedial work.
- **Additional Permits or Approvals:** Permits, local codes compliance, or additional regulatory requirements beyond those expressly noted in this quote are excluded. Compliance with such requirements will need to be addressed separately and may require additional costs.
- **Site Preparation:** It is assumed that all work areas will be cleared and prepared by the customer prior to the start of our work. Any site preparation, including the removal of existing structures, debris, or hazardous materials, will be the responsibility of the customer unless specifically stated.

3. Assumption of Project Continuity

The quoted pricing assumes a seamless project flow without any delays or interruptions. Should any interruptions or delays arise due to circumstances beyond the control of Britton Electronics & Automation Inc. —including but not limited to:

- Adverse weather conditions, natural disasters, or force majeure events
- Labor disputes, site access limitations, or customer-related scheduling changes
- Third-party conflicts, disagreements, or regulatory controversies

All additional costs or impacts on the schedule resulting from such interruptions will be borne by the customer. Adjustments to the project timeline and pricing will be communicated promptly, with changes documented in a formal project change order.

4. Invoicing and Billing Terms

Invoicing for the project will follow a progressive payment structure. Materials will be invoiced upon ordering from vendors. Periodic invoices will reflect the work completed to date and will be payable in accordance with the terms outlined below.

For jobs with milestone-based completion, invoices will align with either predefined project milestones or percentage completions, as detailed in the project documentation.

5. Net Payment Terms

Unless otherwise agreed upon in writing, all invoices are due within Net 30 days from the date of issue. Payment can be made via electronic transfer, check, or other agreed-upon methods. If full payment is not received by the due date:

- A late payment fee may be applied, typically calculated as a percentage of the outstanding amount.
- Interest may be charged on overdue amounts at a rate of 1.5% per month or as permitted by law.
- In the event of non-payment or significant delay, Britton Electronics & Automation Inc. reserves the right to suspend ongoing work until outstanding balances are settled.

6. Labor and Travel Expenses

The pricing within this quotation is inclusive of all labor and travel time associated with the defined scope of work. Any additional labor or travel time incurred due to customer-driven changes, site conditions, or unforeseen requirements will be evaluated separately and may result in additional charges. Such expenses will be documented and communicated to the customer before being billed.

7. Sales Tax and Shipping

The prices listed in this quotation are exclusive of any applicable sales taxes, duties, or shipping fees. If applicable:

- Sales tax will be calculated based on current local tax rates and included in the final billing.
- Shipping fees for materials, equipment, and any other necessary items will be added to the total cost. Shipping costs will be itemized in the invoice, and any special shipping requests must be discussed and agreed upon in advance.

8. Warranty Terms and Conditions

All products and services provided under this quote are covered by the warranty terms detailed on the final page of this document. Warranty coverage includes:

- **Components and Equipment:** All new equipment supplied is covered against manufacturing defects for a period of 12 months from the date of commissioning.
- **Workmanship:** Installation and integration services are warranted to be free from defects for 12 months from the project's commissioning date. The warranty does not cover damage caused by misuse, external influences, modifications by unauthorized personnel, or environmental conditions beyond the equipment's design specifications.

Please refer to the warranty section for complete details, including claim procedures, limitations, and conditions.

By accepting and signing this quotation, the customer acknowledges and agrees to all terms, conditions, exclusions, and disclaimers set forth within this document, including those specifically detailed on this Exclusions and Disclaimers page. Acceptance of this quotation constitutes a binding agreement between the customer and Britton Electronics & Automation Inc. and signifies the customer's understanding and approval of all project scope details, terms of payment, and associated conditions.

WARRANTY OF MATERIALS AND SERVICES

This warranty applies to all services and materials quoted and/or accomplished as "time and materials".

If within one (1) year of project completion, products supplied and installed by Britton Electronics & Automation, Inc. of Pekin, Illinois fail due to a defect in material or workmanship, we will repair if possible or replace. Replacement materials will carry the remainder of the one (1) year warranty.

If within one (1) year from project completion, software programs written by Britton Electronics & Automation, Inc. of Pekin, Illinois do not perform as specified, we will adjust to meet those specifications as circumstances allow. All warranties are limited to the capacity of the materials and equipment supplied and environment which they are subjected. Equipment and programs cannot be expected to perform beyond their capacity. This warranty applies only to the original purchaser, residing in the U.S. or Canada, and is not transferable.

BRITTON ELECTRONICS & AUTOMATION, INC. OF PEKIN, ILLINOIS WILL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO PURCHASER, OR ANY OTHER PARTY, FOR ANY LOSS, DAMAGE, INJURY OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY THE PRODUCTS OR THE FAILURE OF THE PRODUCTS TO OPERATE PROPERLY.

THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES. ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY MODIFIED TO EXIST ONLY AS CONTAINED IN THIS LIMITED WARRANTY, AND SHALL BE OF THE SAME DURATION AS THE WARRANTY PERIOD STATED ABOVE.

The warranty does not apply to: (a) damage caused by accident, abuse, in handling, dropping; (b) acts of God; (c) units which have been subject to unauthorized repair, opened, taken apart or otherwise modified; (d) units not used in accordance with directions; (e) damages exceeding the cost of the product; (f) depreciated or loss of charge time; (g) the finish on any portion of the product, such as surface scratches and/or weathering, as this is considered normal wear and tear.

No payment, partial or whole, of the original quoted amount or additional work shall be withheld for any reason relating to warranty unless mutually agreed upon in writing prior to acceptance of the original quotation. All payments shall be subject to the "TERMS AND CONDITIONS OF SALE" statement on the back of each invoice, partial or whole. Failure to comply with these "TERMS AND CONDITIONS OF SALE" will void the above stated warranty.

BRITTON ELECTRONICS & AUTOMATION, INC. OF PEKIN, ILLINOIS



Comparative Tax Levies/Tax Years 2012-2024

<u>Tax Year</u>	<u>*Tax Levy</u>	<u>Bond Levy</u>	<u>Total Tax Levy</u>	<u>* % Inc.</u>	<u>Sub-Total *Dollar Increase</u>	<u>Total Dollar Increase</u>	<u>Fire Pension Levy</u>	<u>Police Pension Levy</u>
2012	\$ 1,564,112	\$ 178,806	\$ 1,742,918	3.00	\$ 54,500	\$ 52,123	\$ 418,011	\$ 464,250
2013	\$ 1,598,541	\$ 178,143	\$ 1,776,684	2.20	\$ 34,429	\$ 33,766	\$ 418,011	\$ 464,250
2014	\$ 1,598,247	\$ 178,455	\$ 1,776,702	0.00	\$ (294)	\$ 18	\$ 418,032	\$ 464,257
2015	\$ 1,611,257	\$ 165,445	\$ 1,776,702	0.00	\$ 13,010	\$ -	\$ 425,188	\$ 470,112
2016	\$ 1,561,257	\$ 172,500	\$ 1,733,757	(3.10)	\$ (50,000)	\$ (42,945)	\$ 425,188	\$ 470,112
2017	\$ 1,595,285	\$ 182,988	\$ 1,778,273	2.18	\$ 34,028	\$ 44,516	\$ 444,442	\$ 484,886
2018	\$ 1,600,793	\$ 177,480	\$ 1,778,273	0.34	\$ 5,508	\$ -	\$ 447,471	\$ 487,365
2019	\$ 1,617,857	\$ 177,988	\$ 1,795,845	1.06	\$ 17,064	\$ 17,572	\$ 457,331	\$ 494,569
2020	\$ 1,643,124	\$ 177,300	\$ 1,820,424	1.53	\$ 25,267	\$ 24,579	\$ 471,678	\$ 505,489
2021	\$ 1,643,124	\$ 177,480	\$ 1,820,604	0.00	0.00	\$ 180	\$ 486,981	\$ 517,192
2022	\$ 1,643,124	\$ 179,024	\$ 1,822,148	0.00	0.00	\$ 1,544	\$ 486,981	\$ 517,192
2023	\$ 1,643,124	\$ 179,201	\$ 1,822,325	0.00	\$ -	\$ -	\$ 530,981	\$ 553,192
2024	\$ 1,698,990	\$ 179,130	\$ 1,878,120	3.40	\$ 55,866	\$ 56,665	\$ 561,707	\$ 578,332
							<u>Fire Pension Increase/Total</u>	<u>Police Pension Increase/Total</u>
2025	\$ 1,748,261	\$ 179,130	\$ 1,927,391	**2.90	\$ 49,271	\$ 49,271	\$ 27,099 \$ 588,806	\$ 22,172 \$ 600,504
2025A	\$ 1,732,970	\$ 179,130	\$ 1,912,100	2.0	\$ 33,980	\$ 33,980	\$ 18,699 \$ 580,406	\$ 15,291 \$ 593,623
2025B	\$ 1,724,475	\$ 179,130	\$ 1,903,605	1.50	\$ 25,485	\$ 25,485	\$ 14,017 \$ 575,724	\$ 11,468 \$ 589,800
2025C	\$ 1,715,980	\$ 179,130	\$ 1,895,110	1.0	\$ 16,990	\$ 16,990	\$ 9,345 \$ 571,052	\$ 7,645 \$ 585,977

Firefighter's Pension Fund and Police Pension Fund portions equal 55% and 45% of proposed tax levy increases, respectively, but not including G.O. Bond Levy.

* Not Including Bond Levy.

** CPI for Tax Year 2025.

G.O. Bond Levy amounts for 2025 are approximate.

**City of Lincoln -- Comparative Tax Levies
1999-2024**

<u>Tax Year</u>	<u>Total Tax Rate</u>	<u>City of Lincoln Tax Rate</u>	<u>City of Lincoln % of Total Tax</u>	<u>Owner Occupied Tax Exemption</u>	<u>City of Lincoln Portion of Tax</u>
1999	8.6353	1.26220	14.60%	\$3,500.00	\$ 376.55
2000	8.5029	1.23320	14.50%	\$3,500.00	\$ 367.90
2001	8.4350	1.19320	14.10%	\$3,500.00	\$ 355.97
2002	8.4628	1.11280	13.10%	\$3,500.00	\$ 331.98
2003	8.4987	1.12050	13.20%	\$3,500.00	\$ 334.28
2004	8.5928	1.10706	12.88%	\$5,000.00	\$ 313.66
2005	8.6115	1.12420	13.05%	\$5,000.00	\$ 318.52
2006	8.6009	1.10080	12.80%	\$5,000.00	\$ 311.89
2007	8.7390	1.11941	12.81%	\$5,000.00	\$ 317.16
2008	8.9613	1.14066	12.73%	\$5,000.00	\$ 323.18
2009	9.3874	1.17267	12.49%	\$6,000.00	\$ 320.53
2010	9.6333	1.22306	12.70%	\$6,000.00	\$ 334.30
2011	9.7907	1.24920	12.76%	\$6,000.00	\$ 341.44
2012	9.9939	1.27188	12.73%	\$6,000.00	\$ 347.64
2013	10.1025	1.29013	12.77%	\$6,000.00	\$ 352.63
2014	9.6925	1.22993	12.69%	\$6,000.00	\$ 336.18
2015	9.5132	1.19278	12.54%	\$6,000.00	\$ 326.02
2016	9.5923	1.16121	12.11%	\$6,000.00	\$ 317.39
2017	9.8343	1.18999	12.10%	\$6,000.00	\$ 325.26
2018	9.8873	1.17907	11.93%	\$6,000.00	\$ 322.28
2019	9.7632	1.15079	11.79%	\$6,000.00	\$ 314.55
2020	9.7773	1.14489	11.71%	\$6,000.00	\$ 312.93
2021	9.7596	1.14461	11.72%	\$6,000.00	\$ 312.86
2022	9.7256	1.09347	11.20%	\$6,000.00	\$ 298.88
2023	9.3259	0.98318	10.54%	\$6,000.00	\$ 268.73
2024	9.0437	0.93430	10.34%	\$6,000.00	\$ 255.37

Please Note: The above comparisons are based on the property taxes on a home with a Fair Cash Value of \$100,000.00 which would have an Equalized Tax Value of \$33,333.00 and which is owner-occupied and would receive the owner-occupied tax exemption.

ORDINANCE NO.
AN ORDINANCE CREATING 3-27
OF THE LINCOLN CITY CODE

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 _____, 2025, WITNESSETH:

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

WHEREAS, the CITY OF LINCOLN provides within Article III of the City Code regulations to certain types of businesses; and

WHEREAS, the CITY COUNCIL of the CITY OF LINCOLN acknowledges that there has been a rise in massage parlors opening in Central Illinois that are more akin to prostitution than their namesake; and

WHEREAS, the CITY OF LINCOLN believes it is in the best interest of the Citizens of Lincoln that these places be licensed and inspected by the City of Lincoln to ensure these respective massage parlors stay within their intended use;

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

1. That Title 3 Chapter 27 of the Lincoln City Code is hereby created to regulate massage establishments. (See Exhibit A).
2. Effective Date. That this Ordinance is effective 90 days upon passage.

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

Alderman Parrott	_____	Alderwoman McClallen	_____
Alderman Clemons	_____	Alderman Bateman	_____
Alderwoman O'Donoghue	_____	Alderman Anderson	_____
Alderman Downs	_____		

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

Passed and approved this ____ day of _____, 2025.

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

3-27 MASSAGE ESTABLISHMENTS

3-27-1 Definitions.

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Advertise or advertising material. The issuance of any card, sign, or device to any person; the causing, permitting, or allowing of any sign or marking on or in any building, vehicle, or other structure; or any printed, audio, or video material published in or broadcast by any newspaper, magazine, television, radio, internet, internet streaming device, blog, chat room, website, or social media.

Applicant. Any person that applies for a massage establishment license.

Bodywork or bodywork services. Any method of applying pressure on or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating, touching or stimulating, the external parts of the body, by another individual, with the hands, any body part, or with the aid of any mechanical or electrical apparatus or appliances, with or without such supplementary aids as rubbing alcohol, liniments, antiseptics, oils, powders, creams, lotions, ointments or similar preparations, for compensation. The definition of bodywork or bodywork services for the purposes of this article is intentionally not the same and is broader than the definition of massage in this article, and is intended to cover massage, bodywork services provided by bodywork practitioners, and other similar services that fit the general definition, regardless of what the services or the person providing the services is called, unless expressly excluded by this article.

Bodywork practitioner or bodywork provider. Any person who provides bodywork services, including massage therapists.

Employee. Any and all persons other than massage therapists, who render any service to the licensee, who receive compensation directly from the licensee, and who have no physical contact with customers and clients.

Health officer. Health officer shall mean the director of the Health Department of Logan County or his/her authorized representative.

Licensee. An applicant who has received a license from the city to operate a massage establishment.

Massage. Massage for the purposes of this article is intended to cover massage and bodywork services provided by massage therapists, bodywork practitioners, and other similar services that fit the definition, regardless of what the services or the person providing the services is called, unless expressly excluded by this article.

Massage establishment. Except as otherwise provided in this article, any establishment having a fixed place of business within the city that advertises or offers massage services, or where any person for any consideration whatsoever, engages in the practice of massage, or carries on, or permits to be engaged or carried on any massage services as defined in this article.

Massage, massage services, or massage therapy. Any system of structured palpitation or movement of the soft tissue of the body, including, but not limited to, techniques such as effleurage or stroking and gliding, petrissage or kneading, tapotement or percussion, tapping, pounding, friction, vibration, compression, touching, stimulating, and stretching the external parts of the body with or without the aid of lubricants, rubbing alcohol, liniments, antiseptics, oils, powder, creams, lotions, ointments, salt or herbal preparations, hydromassage, thermal massage, a massage device that mimics or enhances the actions typically performed by human hands, or any other similar preparations commonly used in this practice.

Massage therapist. Any person who, for any consideration whatsoever, engages in the practice of massage as defined in this article, and who holds a valid license from the Illinois Department of Finance and Professional Regulation, or possesses written documentation of exemption from licensing or certification under the Illinois Massage Licensing Act (225 ILCS 57/1 et seq.) to perform massage services. For the purposes of this article, "massage therapist" shall include practitioners of Asian bodywork approaches and other similar practitioners exempt from licensing under the Illinois Massage Licensing Act (225 ILCS 57/25).

Person. Any individual, partnership, firm, association, limited liability company, joint venture, joint stock company, corporation or combination thereof in whatever form or character.

Sexual or genital area. The male or female genitals, pubic area, buttocks, anus or perineum of any person, or the vulva or breasts of a female.

3-27-2 License required.

It shall be unlawful for any person to advertise, offer, engage in, conduct or carry on, or to permit to be advertised, offered, engaged in, conducted or carried on, in or upon any premises in the city, the operation of a massage establishment as herein defined, without first having obtained a license from the city pursuant to the provisions of this article, with the exception of the following:

- A. Hospitals, nursing homes, medical facilities, or offices at which physicians, surgeons, chiropractors, osteopaths, podiatrists, naprapaths, occupational therapists, physical therapists, or other health care workers duly licensed by the State of Illinois to provide, on an ongoing basis, professional health services to individuals including, but not limited to, services permitted by the Illinois Occupational Therapy Practices Act (335 ILCS 75/1 et seq.), the Illinois Physical Therapy Act (225 ILCS 90/1 et seq.), or the Illinois Naprapathic Practices Act (225 ILCS 63/1 et seq.)
- B. Athletic trainers for any athletic program of a private or public school, college, or any athletic team regularly organized or engaging in competition;
- C. Barbers, estheticians, and cosmetologists who are duly licensed by the State of Illinois, and who only provide massage services of the neck, back, face, scalp, hair, hands, and feet of a patron who is fully clothed;
- D. Any school or educational institution licensed to do business as a school or educational institution in the State of Illinois, or any school recognized by or approved by or affiliated with the American Massage Therapy Association, the National Certification Board for Therapeutic Massage and Bodywork, or the Federation of State Massage Therapy Boards, and which has for its purpose or offers courses in the teaching of the theory, method, profession, or work of bodywork or massage, including clinical externships, practicums or community services
- E. Home-based massage services provided by a person who is duly licensed by the State of Illinois, provided that such person is otherwise in compliance with the city code pertaining to home occupations; and
- F. Massage services offered or conducted by a licensed massage establishment and which are performed at a location other than a massage establishment, provided that such massage services are performed in accordance with this article.

3-27-3 Filing of application and fee provision.

- A. Every applicant for a license to maintain, operate, or conduct a massage establishment shall file an application with the city clerk as provided herein and pay a non-refundable fee of \$25. The application shall be in the form provided by the city clerk or his/her designee.
- B. The city clerk shall, within five days of the receipt of an application for a massage establishment license, forward copies of such application to the chief of police and the Fire Chief for investigation. The police department and the fire department, may, within 30 days of the receipt of a copy of the application, inspect the premises proposed to be operated as a massage establishment and make written recommendations concerning compliance with the codes, laws,

regulations, and ordinances that each respective department administers. The mayor shall thereafter review the application and make the final determination whether to grant or deny the application for a license under this article, and shall also provide a copy of the recommendation to the city clerk.

- C. The mayor shall determine whether to grant, deny or hold an application for further investigation, and the city clerk shall notify the applicant that his or her application is granted, denied, or held for further investigation by the mayor. Upon the conclusion of such additional investigation, if necessary, the mayor shall determine whether to grant or deny, and the city clerk shall advise the applicant in writing whether the application is granted or denied by the mayor.

3-27-4 Application for massage establishment.

- A. The application for a license to operate a massage establishment shall set forth the exact nature of the massage services to be administered, and the proposed place of business and facilities therefor.
- B. The application for a license shall contain the following information:
 - 1. The applicants name, current, address, telephone number, and date of birth.
 - 2. The name, address, and date of birth of all employees, massage therapists, managers, and persons with supervisory authority that have been or intended to be employed by the applicant or provide massage services.
 - 3. Whether the applicant has had any license denied, revoked or suspended in the City of Lincoln, State of Illinois, or any other state or municipality for a massage establishment, and the reasons therefor.
 - 4. Whether the applicant, or any employee, massage therapist, manager, or person with supervisory authority has had any criminal or municipal ordinance violation convictions, forfeiture of bond, and pleadings of nolo contendere on all charges, except minor traffic violations, within the last five years.
 - 5. Authorization for the chief of police or his designee to conduct a background check and take fingerprints on the applicant, and any manager or person with supervisory authority.
 - 6. A copy of the State of Illinois issued massage license for each massage therapist that has been or is intended to be employed by the applicant to provide massage services, or a copy of the certification or other written

documentation or proof of exemption for licensing as required by the Massage Licensing Act (225 ILCS 57/25).

7. A drawing or floor plan of the premises designating each room by its purpose or the activity that will take place in each room.
8. If the premises is leased:
 - a. A copy of the lease, and any subleases, assignments or acceptances in effect at the time of application;
 - b. the name, address and telephone number of the legal owner of the premises;
 - c. If the legal owner is not an individual, the name, address and telephone number of a representative or agent authorized to act on behalf of the legal owner; and
 - d. If the premises is managed or supervised by someone other than the legal owner thereof, the name, address and telephone number of the person, business or entity who manages or supervises the premises.
9. If the applicant is a business:
 - a. The type of business or entity (i.e. sole proprietorship, corporation, limited liability company, partnership, etc.)
 - b. The name of the business or entity, and all assumed names under which the business or entity is conducted; and
 - c. The names, addresses, telephone numbers, and dates of birth of all persons with management and supervisory authority of the business or entity.
10. The information requested in divisions (b)(1), (3), (4) and (5) shall also include information for the following persons:
 - a. If the applicant is a sole proprietorship, the information sought to be provided shall be for the individual.
 - b. If the applicant is a partnership, the information sought to be provided shall be for each general and limited partner, for each individual who is a general partner of such general or limited partnership, and for each individual who owns more than 5% of such limited partnership.

- c. If the applicant is a joint venture, the information sought to be provided shall be for each joint venturer and each individual who owns more than 5% of such joint venture.
 - d. If the applicant is a corporation, the information sought to be provided shall be for each officer and director, and if the corporation's stock is publicly traded, each shareholder owning more than 5% of the outstanding stock in said corporation.
 - e. If the applicant is a limited liability company, the information sought to be provided shall be for each manager and member
- C. If a change in any information required under this section occurs at any time during a license period, the licensee shall file a written statement with the city clerk indicating the nature and effective date of the change. The change in information statement shall be filed no later than ten days after the change(s) take effect.

3-27-5 Issuance of license for massage establishment.

- A. Upon receipt of the mayor's determination as referred to in this article, the city clerk shall issue a license to maintain, operate or conduct a massage establishment, unless the mayor finds:
 - 1. That the operation of the massage establishment, as proposed by the applicant, would not comply with all applicable laws, including, but not limited to, the building, health, planning, housing, zoning, and fire codes of the City of Lincoln; or
 - 2. That the applicant and any other person who will be directly or indirectly engaged in the management and operation of a massage establishment has been convicted of or pled guilty to:
 - a. A Felony;
 - b. An offense involving sexual misconduct with children; or
 - c. Prostitution, soliciting for a prostitute, keeping a place of prostitution, pimping, or other similar offense opposed to decency and morality; or
 - 3. That the applicant has failed or refused to give information relevant to the investigation of the application: submitted false, misleading or incomplete information: or has refused to submit to or cooperate with any inspection required by this article; or

4. That the operation of the massage establishment, as proposed by the applicant, would violate the provisions of this article; or
 5. That the granting of the license would not be in the best interests of the city and the reason(s) therefore; or
- B. The mayor, at his/her discretion, may issue a license to any person convicted of or who has pled guilty to any felony, if the mayor finds that such conviction occurred at least five years prior to the date of application, the applicant has had no subsequent convictions, and the applicant has shown evidence of rehabilitation sufficient to warrant the public trust.
- C. Every massage establishment license issued pursuant to this article shall expire on May 1 of each year, unless sooner suspended or revoked in accordance with this article.

3-27-6 Facilities necessary.

- A. No massage establishment shall be issued a license, nor be operated, established or maintained within the city, unless said establishment complies with each of the following minimum requirements:
1. Construction of room used for toilets, tubs, steam baths and showers shall be made waterproof with approved waterproof materials and shall be installed in accordance with the building code of the City of Lincoln.
 2. All massage tables, bathtubs, shower stalls, steam or bath areas, lavatories, and floors shall have surfaces which may be readily disinfected.
 3. Adequate bathing, dressing, locker, and toilet facilities shall be provided for patrons to be served at any given time. In the event male and female patrons are to be served simultaneously, separate bathing, dressing, locker, toilet, and massage room facilities shall be provided. Separate toilet and lavatory facilities shall be maintained for personnel.
 4. The premises shall have adequate equipment for disinfecting and sterilizing non-disposable instruments and materials used in administering massages. Such non-disposable instruments and materials shall be disinfected after use on each patron.
 5. Closed cabinets shall be provided and used for the storage of clean linen, towels, and other materials used in connection with administering massages. All soiled linens, towels, and other materials shall be kept in properly covered containers or cabinets, which shall be kept separate from the clean storage areas.

6. Toilet facilities shall be provided within the massage establishment in convenient locations. When five or more employees and patrons of different sexes are on the premises at the same time, separate toilet facilities shall be provided. A single water closet per sex shall be provided for each 20 or more employees or patrons of that sex on the premises at any one time. Urinals may be substituted for water closets after one water closet has been provided. Toilet facilities shall be designated as to the sex accommodated therein.
7. Lavatories or washbasins shall provide both hot and cold running water and shall be installed in the toilet room. Lavatories or washbasins shall be provided with a soap dispenser and sanitary towels
8. The premises shall be equipped with a service sink for custodial service.

3-27-7 Operating requirements.

- A. Every portion of the massage establishment, including appliances and apparatus, shall be kept clean and operated in a sanitary condition.
- B. Price rates for all services shall be prominently posted in the reception area in a location available to all patrons and prospective customers or provided to all patrons and prospective customers as a written price list.
- C. All employees, managers, persons with supervisory authority, massage therapists, agents, and independent contractors shall wear clean, non-transparent outer garments, which cover the sexual and genital areas while on the licensed premises. Employees, massage therapists, agents, and independent contractors shall not disrobe, or offer or agree to disrobe, either wholly or partially while in the presence of any patron receiving massage services. A separate dressing room for each sex must be available on the premises with individual lockers for each employee and massage therapist. Doors to such dressing rooms shall open inward and shall be self-closing.
- D. All massage establishments shall maintain clean, laundered sheets and towels in sufficient quantity, and shall be laundered after each use thereof and stored in a sanitary manner.
- E. The sexual or genital area of patrons must be covered by towels, cloths, or undergarments when in the presence of an employee, manager, person with supervisory authority, massage therapist, agent, or independent contractor.
- F. It shall be unlawful for any employee, manager, person with supervisory authority, massage therapist, agent, or independent contractor, to place his or her hand upon, to touch with any part of his or her body, to fondle in any manner, or to massage a sexual or genital area of any person while on the licensed premises.

- G. No employee, manager, person with supervisory authority, massage therapist, agent or independent contractor shall perform, or offer or agree to perform any act which would require the touching of the patrons' genital area.
- H. All walls, ceilings, floors, pools, showers, bathtubs, steam rooms, and all other physical facilities shall be in good repair and maintained in a clean and sanitary condition. Wet and dry heat rooms, steam or vapor rooms, or steam or vapor cabinets, shower compartments, and toilet rooms shall be thoroughly cleaned each day the business is in operation. Bathtubs and showers shall be thoroughly cleaned after each use. When carpeting is used on the floors, it shall be kept dry.
- I. Oils, creams, lotions, or other preparations used in administering massages shall be kept in clean, closed containers or cabinets.
- J. No massage therapist shall administer a massage to a patron impaired by intoxicating liquor or drugs, nor shall any massage therapist administer a massage to a patron while impaired by intoxicating liquor or drugs.
- K. No massage therapist shall administer a massage to a patron exhibiting any skin fungus, skin infection, skin inflammation, or skin eruption, unless a physician or nurse practitioner duly licensed by the State of Illinois certifies in writing that such person may be safely massaged and prescribing the conditions thereof.
- L. Each massage therapist shall wash his or her hands in hot running water, using a proper soap or disinfectant before administering a massage to each patron.
- M.
 - 1. All licenses shall maintain, as a business record of the licensed massage establishment, a record of:
 - a. The date and time of all massage services performed at the licensed premises;
 - b. The name of the massage therapist administering massage services; and
 - c. The amounts received for massage services.
 - 2. The record of the date, time, and service provided must be made before services are initiated, and the record of the amount received for services must be made at the time payment is rendered. All records shall be kept for a period of at least one year and shall be made available in a format that can be inspected at any reasonable time upon request by the mayor or the chief of police or their designees.
- N. The main entrance to the massage establishment where patrons and potential customers are greeted shall be clearly visible from the outside and shall have and

maintain clear glass that is not painted over, darkened, or otherwise blocked by cloth or any other obstruction.

- O. A sign shall be posted in a prominent location near the main entrance of the massage establishment identifying the establishment as a massage establishment and state the trade or business name as it appears on the massage establishment's license.

- P. Prospective customers and patrons shall be provided with written notice which states the following:

"State law prohibits soliciting another for the purpose of a sexual act. Solicitation can be punishable as a Class 4 felony, subject an offender to fines and imprisonment, and impoundment of any vehicle used by the offender to commit the offense. Offers or requests to buy or purchase sexual services or acts shall be immediately reported to law enforcement."

- Q. Written notice shall be posted in a conspicuous location accessible to all employees and massage therapists which states the following:

"State law prohibits soliciting another for the purpose of a sexual act, Solicitation can be punishable as a Class 4 felony, subject an offender to fines and imprisonment, and impoundment of any vehicle used by the offender to commit the offense. Offers or requests to buy or purchase sexual services or acts should be immediately reported to the City of Springfield Police Department by calling 911."

- R. The hours of operation for massage establishments shall be limited to the hours between 8:00 a.m. and 9:00 p.m.

- S. There shall be not be placed, published, or distributed any advertisement, picture, or statement in any manner or medium which is false, deceptive, or misleading in order to induce any person to purchase or utilize any massage services, or which reasonably appears to suggest or imply any sexual activity in connection with massage services.

- T. No person shall reside or be allowed to remain overnight in the licensed premises; provided, however, that if the licensed premises contains living quarters that are properly zoned and authorized for such residential use above the massage establishment, the entrance to such living quarters shall be separate from the entrance to the massage establishment and shall not be accessible in any manner from the interior of the massage establishment.

3-27-8 Advertising.

No massage establishment granted a license under provisions of this article shall place, publish or distribute or cause to be placed, published, or distributed any advertising material that depicts any portion of the human body that would reasonably suggest or imply to prospective customers that any sexual activity is available or will be performed in connection with massage services, or that employees, managers, persons with supervisory authority, or massage therapists are dressed in any manner other than prescribed in this article, nor shall any massage establishment suggest or imply in the text of such advertising that any sexual activity is available or will be performed in connection with massage services.

3-27-9 Inspections.

The Building and Safety Department, the Fire Department, Health Inspector of Logan County, the Police Department may make an inspection of each massage establishment granted a license under the provisions of this article for the purposes of determining whether the provisions of this article are complied with. Such inspections shall be made at reasonable times and in a reasonable manner. As a condition of the issuance of a license under this article, the licensee consents to walk-through inspections by authorized city employees, without notice, at any time during business hours. It shall be unlawful for any licensee to fail to allow such inspection officer access to the premises or to hinder such officer in any manner.

3-27-9 Transfer of license.

No license for the operation of a massage establishment issued pursuant to the provisions of this article shall be transferable; provided, however, that upon the death or incapacity of a licensee, the massage establishment may continue in business for a reasonable period of time, not to exceed 90 days, to allow for the approval of a new license.

3-27-10 Display of license.

Every licensee shall display a valid license in a conspicuous place within the massage establishment so that the same may be readily seen by patrons or prospective customers entering the premises.

3-27-11 Employment of massage therapists.

- A. Massage establishments shall not employ or contract with any person as a massage therapist unless he or she holds a current, valid license issued by the Illinois Department of Financial and Professional Regulation or written proof of exemption from said license, as required by the Massage Licensing Act (225 ILCS 57/1 et seq.). Upon receiving notice or constructive notice that a massage therapist

has been disciplined or subject to investigation by the department, the licensee shall be responsible for obtaining information as to the status of said massage therapist's license.

- B. Each massage establishment shall maintain a current list of all licensed massage therapists who perform massage services and proof of their current, valid license or written proof of exemption from said license as required by the Massage Licensing Act (225 ILCS 57/1 et seq.). The licensee shall allow inspection of such records at any reasonable time upon request by the city.
- C. No student or non-licensed person, other than a person with written proof of exemption from licensure as required by the Massage Licensing Act (225 ILCS 57/1 et seq.) shall be allowed in a massage therapy room with a patron unless accompanied by a licensed massage therapist at all times.

3-27-12 Revocation or suspension of license for massage establishment.

Any license issued for a massage establishment under this article may be revoked or suspended by the mayor for good cause or where any provision of this article, this Code, or any law is violated by the licensee or any massage therapist, employee, manager, person with supervisory authority, agent, or independent contractor of the licensee while at the massage establishment. For purposes of license revocation or suspension, the licensee shall be strictly liable for such violations, regardless of actual or constructive knowledge of such violations. It shall also be cause for revocation or suspension that the licensee has made a false statement on an application for a license or renewal thereof under this article, or in any case where the licensee refused to permit any duly authorized police officer, city inspector, or health inspector of Logan County to inspect the licensed premises or the operations therein. Such license may also be revoked or suspended by the mayor after upon the recommendations of a duly authorized police officer, city inspector, or the health inspector that such business is being managed, conducted, or maintained without regard for the public health or health of patrons or prospective customers, or without due regard to proper sanitation or hygiene.

3-27-13 Renewal of license.

Any licensee may renew his or her license prior to the expiration thereof on May 1 of each year, provided that he or she is qualified to receive a license and the massage establishment complies with all of the requirements in this article. Applications for renewal of license must be made in writing to the city clerk not more than two months and not less than one month prior to expiration of an existing license and accompanied by the applicable license fee.

3-27-14 Maintaining public nuisance.

Any building used, operated, or maintained as a massage establishment in violation of this article with the intentional, knowing, reckless or negligent permission of the owner, licensee, or person managing or supervising the building, together with all fixtures and other property used in violation of this article, are hereby declared to be a nuisance.

3-27-15 Penalty.

Any person in violation of this section shall be subject to a fine of not less than \$250 nor more than \$750 per offense. Each day the violation continues shall be a separate offense. The city shall have the right to prohibit occupancy of any building being utilized in violation of this article.