# CITY OF LINCOLN COMMITTEE OF THE WHOLE MEETING AGENDA MAY 28, 2024 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 Aaron Johnson Fire Chief
- 5. Lincoln Police Department and Lincoln Elementary School District #27 School Resource Officer Contractual Agreement.
- 6. Economic Development Commission Grant Approvals McEntire Home Appliance 403 Broadway St. Roof Replacement \$7,500.00. McEntire Home Appliance 413 Broadway St. Roof Replacement \$7,500.00.
- 7. Approval of Body Camera/Personal Tracking Devices.
- 8. Hiring of Code Enforcement Officer and Compensation.
- 9. Ordinance Amending 3-10-5 Of the Lincoln City Code.
- 10. Sewer Rebate Program Individual Resident Benefit
- 11. Announcements
- 12. Possible Executive Session
- 13. Adjournment
- **14. Upcoming Meetings:** City Council Meeting: Monday, June 3, 2024 at 6:00 PM Committee of the Whole Meeting: Tuesday, June 11, 2024 at 6:00 PM

# Lincoln Police Department and Lincoln Elementary School District #27 School Resource Officer Contractual Agreement

THIS AGREEMENT is entered in this	day of	, 2024, by and in between
the City of Lincoln, Lincoln Police Dep	partment (hereinafter re	eferred to as "LPD") and Lincoln
Elementary School District #27 (hereina	fter referred to as "Scho	ool District").

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

- 1. **Purpose.** This agreement establishes and delineates the mission of the School Resource Officer Program, herein after to as the SRO Program, as a joint cooperative effort. The agreement formalizes relationships between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between Police Officers and the youth of our community, help ensure the safety of school students, in addition to reducing crime committed by juveniles and young adults.
- 2. Mission. The mission of the SRO Program is the reduction and prevention of the school related violence and crime committed by juveniles and young adults. This is accomplished by assigning a Lincoln Police Officer as a SRO to the School District on a permanent basis. The SRO Program accomplishes this mission by creating and maintaining safe, secure and orderly learning environments for students, teachers and staff. The SRO will establish trusting channels of communication with students, parents and teachers. The SRO will serve as a positive role model to instill in students good moral standards, good judgment, respect for other students and a sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better informed and effective citizens, empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law.

#### 3. Organizational Structure.

- **A.** Composition. The SRO (School Resource Officer) Program will consist of one (1) full-time Lincoln Police Officer who is an Illinois Training and Standards Board Certified Police Officer and meets all requirements as set forth by LPD Policies and Procedures.
- **B.** Supervision. The day-by-day operational and administrative control of the SRO Program will be the responsibility of the Lincoln Police Department in cooperation with School District administrators. Responsibility for the conduct of the SRO personnel, both personally and professionally, shall remain with the Lincoln Police Department. The School Resource Unit is assigned to the Administrative Division of LPD.

On a daily basis, the School Resource Officer will collaborate with school and district administration on many issues, including the disposition of various situations they may

encounter. The SRO will report to the school's administrators; however their ultimate responsibility is to carry out their duties as police officers, as expressed and interpreted though the Lincoln Police chain of command.

C. Employee Status. LPD and the assigned officer shall have the status of an independent contractor with respect to the School District for purposes of this Agreement. The officer assigned to the School District shall be considered to be an employee of the LPD and shall be subject to its control and supervision. The assigned officer will be subject to current procedures in effect for certified police officers. The parties agree that no person supplied by the School District to accomplish the goals of this Agreement is a LPD employee and that no right under LPD employment, retirement, or personnel rules accrue to such person, and the parties agree that no person supplied by LPD to accomplish the goals of this Agreement is a School District employee and that no rights under school district employee, retirement, or personnel rules accrue to such person.

#### 4. Procedures.

A. Concept. The SRO Program shall utilize the SRO Triad concept as set forth by NASRO (National Association of School Resource Officers). The SRO Triad concept generally means that the officers assigned to the program are law enforcement officers, law-related counselors and instructors for law enforcement topics. SROs are first and foremost law enforcement officers for the responsibilities of a police officer and shall remain at all times under the control, through the chain of command, of LPD. All acts of commission or omission shall conform to LPD Policy and Procedures. SROs are enforcement officers in regards to criminal matters only and not enforcers of school regulations. SROs are not school disciplinarians and should not assume this role.

The SRO will report directly to LPD supervisor in connection with the assignment of law enforcement instruction and normal law enforcement duties. The SRO is not a formal counselor, and will not act as such, however, they are to be used as law-related resources to assist students, faculty, staff, and all persons involved with the School District.

The SRO is to be used as an instructor of law enforcement topics, and will provide instruction when the School District requests it under the supervision of a certified teacher. The SRO can instruct on a variety of law enforcement subjects to students and staff, including alcohol and drug education. The SRO may use this instruction to build rapport between the students and the staff while under the supervision of a certified teacher.

- **B.** Duties. Lincoln Police Department responsibilities of the SRO will include, but not be limited to:
  - 1. To enforce criminal law and protect the students, staff and public at large against criminal activity;

- 2. Provide information concerning questions about law enforcement topics to students and staff;
- 3. Speak to students on a variety of law enforcement related topics including, but not limited to, narcotics, safety, public relations, occupational training, leadership and life skills when the School District requests it under supervision of a certified teacher;
- 4. Coordinate investigation procedures between Police and school administrators;
- **5.** Provide law-enforcement issue related counseling to students, staff and faculty as needed:
- 6. Provide interior and exterior security recommendations;
- 7. Facilitate school safety drills as required by law;
- 8. Handle initial police reports of crime committed on school grounds;
- 9. Take law enforcement action on criminal matters when appropriate;
- 10. Wear an approved police uniform at all times or other apparel approved by LPD;
- 11. Attend school special events as assigned by LPD
- C. Enforcement. Although the SRO has been placed in formal educational environment, they are not relieved of the official duties as an enforcement officer. Decisions to intervene formally will be made when it is necessary to prevent a criminal act or a criminal act has been discovered. Citations may be issued and/or arrests may be made when appropriate and in accordance with police department standard operating procedures.

#### 5. Equipment and Working Conditions.

- A. LPD Responsibilities. LPD shall provide one (1) SRO officer who has or shall be trained as a school resource officer. Each officer shall be a fully equipped non-probationary Lincoln Police Officer in good standing.
- **B.** School District Responsibility. The school District shall provide the SRO the following materials and facilities, which are deemed necessary to the performance of the SROs duties:
  - 1. The SRO shall be provided a full time office that is air-conditioned, heated, properly lighted, and private, which shall contain a telephone and broadband networking lines, large enough for four persons to sit comfortably, which may be used for general business purposes;
  - 2. A location for files and records, which can be properly locked and secured;
  - 3. A desk with drawers, 4 chairs, and filing cabinet;
  - 4. Access to and encouragement of classroom participation by the SRO;
  - 5. Opportunity for the SRO to address teachers and school administrators about the SRO **Program**, goals and objectives.
- C. Reporting of Serious Crimes. If an investigation uncovers evidence of serious crime as defined in state law or federal law, the school official shall notify the SRO, the student's parent/guardian, and the appropriate school personnel.

- 6. Time and Place of Performance. LPD will endeavor to have the SRO available for duty at the assigned school each day that school is in session during the regular school year. LPD is not required to furnish substitute officers on days when the regular SRO is absent due to authorized leave, Police Department training requirements, or as serious situations arise. LPD will provide a substitute officer for the SRO when there is an available officer, at the Chief of Police's discretion. The Chief of Police at all times maintains the authority to assign an officer to other duties, whether on a temporary basis or a permanent basis.
- 7. Evaluation. It is mutually agreed that the School District shall evaluate annually the SRO program and the performance of the SRO with forms developed jointly by the parties. The evaluation shall be shared with the Chief of Police. It is further understood that the School District evaluation of the officer is advisory only and that LPD retains the final authority to evaluate the performance of the SRO. The SRO will provide a monthly activity report to the School District and Chief of Police prior to the School District Board monthly meeting.
- **8.** Reimbursement. The School District shall reimburse the Lincoln Police Department for the partial cost of one (1) officer for the program. Accordingly, the cost set forth herein is the total cost to be paid by the District and is not calculated on an hourly basis or actual time basis but for the program as a whole.

The School District shall pay an annual cost of \$42,600.00 (half of cost of an officer) for the 2024-2025 school years. The payments may be made payable in twelve monthly installments in the amount of \$3,550.00 or in full at the end of this agreement. Those payments will be sent to the City Clerk of Lincoln, 700 Broadway, Lincoln, IL. 62656. Annual costs covers half for health insurance, liability insurance, and workman compensation insurance. LPD will be responsible for any overtime costs.

- 9. Insurance and Indemnification. LPD agrees to hold the School District, its agents and employees free, harmless and indemnified from and against, any and all claims, suits or causes of actions, arising from or in any way, out of the performance of the duties of the SRO officers. The School District agrees to the extent allowed by law to hold LPD, its agents and employees free, harmless and indemnified from and against, any and all claims, suits or causes of actions arising from or in any way of the performance of School District employees.
- 10. School Records and Non-Disclosure. LPD and the School District recognize that the Family Educational Rights and Privacy Act (20 U.S.C. 1232g, et. seq.) ("FERPA") and the Illinois School Student Records Act (105 ILCS 10 et. seq.) ("ISSRA") impose substantial limitations upon the circumstances under which student record information may be disclosed to persons who are not the student's parents/guardians or employees of the School District. This Agreement shall be construed only so as to permit lawful disclosure by the School District of student record information to police officers assigned to the District by LPD. In accordance with ISSRA, the SRO will be trained and certified by the Illinois Training and Standards Board as a Juvenile Officer whose assignment and official duty as SRO includes the investigation and disposition of crimes and offenses that may have been committed by juvenile offenders. The SRO shall abide by all applicable laws, regulations and rules concerning restrictions on disclosure and re-disclosure of

student record information pursuant to ISSRA and FERPA, and the School District shall not violate or direct the SRO to violate ISSRA, FERPA or School District rules regarding disclosure and redisclosure. In addition to the rules, regulations, policies and operating procedures of LPD and the City, the SRO, LPD and the City shall abide by the applicable rules, regulations, policies and procedures of the School District regarding disclosure of school student record information pursuant to FERPA and ISSRA, expressly including the Reciprocal Reporting guidelines established pursuant to Section 10-20.14 of the School Code (105 ILCS 5/10-20.14).

11. Terms of the Agreement. The term of the agreement is one year (1) year commencing on the  $1^{st}$  day of August, 2024, ending on  $31^{st}$  day of July, 2025.

By: Steptin Tohan
President, Board of Education
ATTEST:  Marily Montannery  Secretary, Board of Education
City of Lincoln
Mayor
ATTEST:
City Clerk

Lincoln Elementary School District #27

#### MEMORANDUM

**TO:** Mayor and City Council Members

FROM: Ashley Metelko, Administrative Assistant

**MEETING DATE:** May 28, 2024

**RE:** Economic Development Commission Grant Approvals

#### Background:

On May 17, 2024, the Economic Development Grant Commission met and approved the following applications:

#### **STRUCTURAL GRANTS:**

- 1. McEntire Home Appliance 403 Broadway St.
- Roof replacement.
- Amount requested \$7,500.00

Amount approved by Economic Development Commission on May 17, 2024: \$7,500.00

- 2. McEntire Home Appliance 413 Broadway St.
- Roof replacement.
- Amount requested \$7,500.00

Amount approved by Economic Development Commission on May 17, 2024: \$7,500.00

**Council Recommendation:** Place on Regular City Council Meeting Agenda for June 3, 2024.

#### MEMORANDUM

**TO:** Mayor and City Council Members

FROM: Fire Chief Aaron T Johnson

**MEETING DATE:** May 28, 2024

RE: Approval of Body Camera/Personal Tracking Devices

#### Background:

Ascent Integrated Tech has developed and released a tracking device module that does not rely on GPS, allowing it to work inside of a structure. These device modules use multiple technologies for instant 3D point mapping and location. This 3D mapping combines laser, video, thermal, satellite imaging, and many more features that gives the incident commander a 2D and 3D image on a computer tablet that shows where the firefighters are within any building. This technology is a breakthrough in the fire service, allowing members to be located at all times inside of a structure fire. Interior firefighting operations in zero visibility environments are extremely dangerous. Disorientation is a leading cause of firefighter injury and death. The modules will show immediate location in the event a firefighter becomes lost, trapped, injured, or needs assistance with a civilian rescue. I, along with many department members have met with the company founders and have had hands on training using the new devices on two different occasions. I personally believe this is the greatest safety advancement in the fire service in decades and will eventually become standard, the same as police body cameras. Lincoln Fire Department has been invited into the "early adopter program". This allows Lincoln Fire Department immediate access to these potentially lifesaving devices while also allowing Lincoln Fire Department to be a contributing member towards the future development of the final product by working directly with the engineering department.

#### Cost:

I am requesting \$12,600 for two tracking modules. These funds have already been budgeted for. These will be for each member of our initial entry team on fires. The cost includes six wrist wearables that track multiple vital signs of the wearers at all times, a computer tablet, and cloud storage/access for any after action reports, data monitoring, or incident reconstruction. This is for a contract period of two years (2024-2026). The early adopter program allows 100% of all costs to be used towards the future release of the final tracking product in 2026, should the council approve to do so at that time. While this request is only for funds to utilize this program for 2024 - 2026, the future cost savings are substantial.

Cost savings example: In 2026, the ascent platform contract will be up for renewal. In 2026, the cost of a 5 years renewal (2026-2031) is \$33,000. Should the council want to continue with the program in 2026, Lincoln Fire Department will receive two brand new units. This cost will drop to \$16,020 due to all the discounts for being an early adopter. Total cost over seven years would be \$28,620. This is a breakdown of approximately \$340 per month over the entire program.

#### Council Recommendation:

Approve the purchase of devices.

March 25th, 2024

Paul Couston, CEO Ascent Integrated Tech 300 N Elizabeth Street Chicago, IL 60607



#### **Proposal for the Early Adopter Program**

Dear Ascent Integrated Tech,

I am Aaron Johnson, Fire Chief ("Buyer") of Lincoln Fire Department, and I want to secure my department's access to the Early Adopter Program for the Ascent Platform<sup>TM</sup>, subject to the terms of this proposal ("Proposal"), which is hereby incorporated herein (collectively, the "Agreement").

Product	Units	Price	Term	Total
Ascent Module <sup>TM</sup> Includes 1 module for location tracking and 3 wearables for health monitoring.	2	\$5,000	1st year	\$10,000
Shield Portal <sup>TM</sup> Includes access to the software for real-time information and Ascent Chief Portal <sup>TM</sup> for after action reports and data monitoring.	2	\$1,300	2nd year (optional)	\$2,600
Total Contract Value				\$12,600

We are confident that the Ascent Platform<sup>TM</sup> will be a game-changer for your department's ability to increase firefighter safety and accountability. We look forward to the continued partnership and as a thank you for being an early adopter, your department is eligible for **exclusive benefits**.

#### **Early Adopter Program Program Benefits:**

Membership Match	5th Year Free	
A discount will be applied to a future purchase order in the amount of this contract value.	This covers the 5th year of platform access at no charge to you.	
Influence Development	Recognition	
You are given a unique opportunity to provide feedback and feature suggestions to our engineering	Ascent Integrated Tech will use your name, image, and likeness in marketing campaigns to promote	

Sincerely,					
	_	Date:	/	/	
Fire Chief					

March 25th, 2024

Paul Couston, CEO Ascent Integrated Tech 300 N Elizabeth Street Chicago, IL 60607



## Proposal for the Ascent Platform<sup>TM</sup>

Dear Ascent Integrated Tech,

I am Aaron Johnson, Fire Chief ("Buyer") of Lincoln Fire Department, and I want to secure my department's access to the Ascent Platform<sup>TM</sup>, subject to the terms of this proposal ("Proposal"), which is hereby incorporated herein (collectively, the "Agreement").

Product	Units	Price	Total
Ascent Module <sup>TM</sup> Includes 1 module for location tracking and 3 wearables for health monitoring.	2	\$10,000/unit	\$20,000
Shield Portal <sup>TM</sup> Includes access to the software for real-time information and Ascent Chief Portal <sup>TM</sup> for after action reports and data monitoring.	2	\$1,300/year	\$2,600
Contract Value			\$33,000
Discounts		)	
Early Adopter Membership Match		(\$12,600)	
5th Year of Shield Portal™		(\$2,600)	
Upfront Payment		(\$1,780)	
Total Contract Value			\$16,020

The Ascent Platform<sup>TM</sup> will ensure the safety of each firefighter and provide invaluable data on the wellness of my department. Allowing our incident commanders to make more informed decisions with our resources while on the scene of an active incident.

- Ascent Module<sup>TM</sup> One (1) module includes three (3) wearables. Wearables are to be worn by
  each individual and not shared. Modules are to be worn by anyone who's location you want
  monitored.
- Payment Schedule Contract will be paid upfront to ensure the 10% discount. If not, the contract is payable over five (5) years at a cost of \$3,560/year beginning on product delivery.
- Refund This contract can be canceled within the first 30 days for a full refund.
- Contract Length The contract length is for five (5) years and begins on the date of product delivery.

Sincerely,	
	Date://
, Fire Chief	

#### LINCOLN POLICE DEPARTMENT

CHIEF OF POLICE JOSEPH MEISTER



DEPUTY CHIEF OF POLICE MATTHEW COMSTOCK

To: City of Lincoln Mayor, Tracy Welch & City of Lincoln Council Members

From: Chief of Police, Joseph Meister

Meeting Date: May 28th, 2024

Re: Hiring of Code Enforcement Officer and Compensation

#### **Background**

The Lincoln Police Department seeks to fill the newly created position of Code Enforcement Officer to enhance the quality of life for the citizens of Lincoln by enforcement of our ordinances/code. Many of the duties of the Code Enforcement Officer were previously addressed by sworn police officers, which uses resources that should are better dedicated to crime prevention, interdiction and investigation. This newly created position will allow a non-sworn employee to investigate ordinance violations, issue citations and prepare reports while allowing sworn employees to focus their efforts on combating criminal activity.

#### Analysis/Discussion

After council discussion, learning that the creation of the position of Code Enforcement Officer was found to be desirable by the Council, the position was created on May 20<sup>th</sup>. This position falls under the supervision of the Police Department and must be filled by Mayoral appointment, with advice and consent of the Council, after the recommendation of an appointee by the Chief of Police.

Lincoln Police Sergeant Jason Lucas will retire from his position as a sworn employee of the Department, after 23 years of service to our community. Sergeant Lucas has been an asset to the Department, and will retire with an unblemished disciplinary record. He has shown great interest in the position and I recommend his appointment. Sergeant Lucas has the training and invaluable experience, having served a long career in the City of Lincoln, that makes him an excellent candidate for the position.

#### Fiscal Impact

I presented a recommendation to the budget committee, in preparation to fill the Code Enforcement Officer position, which the council approved, allocating \$31,500 in Line Item #02-1206-4019 for the Code Enforcement Officer salary. This number is based on a 3 day work week, or 24 hours per week, earning \$25 dollars per hour.

#### LINCOLN POLICE DEPARTMENT

CHIEF OF POLICE JOSEPH MEISTER



DEPUTY CHIEF OF POLICE MATTHEW COMSTOCK

#### **COW Recommendation**

Place on Council's June 3<sup>rd</sup>, 2024 Voting Agenda to approve the appointment of Jason Lucas to the position of Code Enforcement Officer.

Sincerely & Respectfully,

Chief of Police, Joe Meister #85 Lincoln, Illinois Police Department

#### ORDINANCE NO.

#### AN ORDINANCE AMENDING 3-10-5 OF THE LINCOLN CITY CODE

THIS ORDINANCE is made and adopted by the CITY COUNCIL OF 7	THE CITY
OF LINCOLN, LOGAN COUNTY, ILLINOIS, at a regular meeting held i	n the City
Council Chambers in said City on the day of	, 2024
WITNESSETH:	

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

WHEREAS, the City Council previously passed 2016-846 establishing the hours that solicitors can operate within the City of Lincoln; and

WHEREAS, upon further consideration the City Council believes it would be in the best interests of the citizens of Lincoln if solicitors hours were changed allowing them to operate later into a given day; and

WHEREAS, the City of Lincoln will amend Chapter 3-10-5 of the Lincoln City Code;

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

- 1. That Title 3 Chapter 10 Part 5 of the Lincoln City Code is hereby amended to change solicitor hours of operation. (See Exhibit A)
- 3. Effective Date. That this Ordinance is effective immediately upon its passage.

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

	Alderman Parrott		_	Alderwoman McClallen
	Alderman Eimer		_	Alderwoman Rohlfs
	Alderwoman O'Donoghue		_	Alderman Bateman
	Alderman Downs		_	Alderman Sanders
Ayes:				
Nays:				
	Passed and approved this	_ day o		OF LINCOLN,
				Tracy Welch, Mayor City of Lincoln, Logan County, Illinois
ATTES	ST: City Clerk, City of Lin Logan County, Illinoi			_(SEAL)

# **EXHIBIT A**

§ 3-10-5**Hours.** 

[Ord. 2016-846, 1-4-2016]

Solicitors shall only operate within the City of Lincoln between the hours of 9:00 11:00 a.m. to 5:00 7:00 p.m.



# <u>CITY OF LINCOLN, ILLINOIS</u>

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: May 28, 2024

RE: Sewer Rebate Program - Individual Resident Benefit

#### Background

A homeowner's lateral is intended to be for their sole benefit. Homeowner's laterals are currently governed locally by several ordinances, but the one most applicative to this program and discussion is 7-7-4-5; which states "All costs and expense incident to the installation, maintenance and connection of the building sewer shall be borne by the owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation or maintenance of a building sewer. The owner of any property shall be responsible to bear all costs and expenses in maintaining the individual sewer to the connection to the City sewer line."

#### Analysis/Discussion:

These costs can be difficult for homeowners to bear. This program would alleviate some of the burden from the homeowner without the City incurring additional liability through a change to an existing ordinance. Attached to this memo are what the program guidelines would be, as well as, the form in which a resident could request a sewer rebate when they are doing a total lateral replacement from their foundation to the tap. The program as presented would cover costs up to 50% of a replacement up to \$5,000.00 per event. Each property would be eligible for 1 rebate within a 20 year timeframe.

#### Fiscal Impact:

This program, as presented, has a maximum potential cost of \$250,000.00 per fiscal year, including the first year. I am requesting a program review prior to budgeting for the next fiscal year every year this program would be funded during the normal budgeting process. This review would give the Council the discretion to increase or decrease funding based on program participation and available funds in the sewer enterprise fund. This program is currently not budgeted for and would have to be addressed during appropriations for the current year.

#### COW Recommendation:

Place "Sewer Rebate Program" on the June 3<sup>rd</sup> voting session in an amount not to exceed \$250,000.00.

CITY COUNCIL

FIRST WARD
STEVE PARROTT
ROBIN McCLALLEN

SECOND WARD DAVID SANDERS SAM DOWNS THIRD WARD KEVIN BATEMAN WANDA ROHLFS

FOURTH WARD
RHONDA O'DONOGHUE
CRAIG EIMER

TRACY WELCH MAYOR

PEGGY S. BATEMAN CITY CLERK

CHARLES N. CONZO CITY TREASURER

JOHN A. HOBLIT CITY ATTORNEY

Council Recommendation:.

Approve "Sewer Rebate Program" in an amount not to exceed \$250,000.00.

FIRST WARD STEVE PARROTT

SECOND WARD DAVID SANDERS

THIRD WARD KEVIN BATEMAN

RHONDA

**FOURTH WARD** 

O'DONOGHUE

ROBIN McCLALLEN

SAM DOWNS

CITY COUNCIL

WANDA ROHLFS

**CRAIG EIMER** 

#### **Residential Sewer Rebate Program**

#### **Program Benefits:**

50% of the total replacement cost up to \$5,000 for a total lateral replacement from a new or reused tap, of applicable material, to the foundation. The program will be funded during the normal budgeting process. The program will operate on the City's annual budget timeline of May 1<sup>st</sup> to April 30<sup>th</sup> yearly. The program will operate on a first come first serve basis. If the budgeted amount for this program is exhausted in any given year, no additional rebate requests will be granted until the following budget year. All rebate requests received after the budgeted amount is exhausted in a given year will not be eligible for participation the following year for work completed in any prior years, excepting a one month grace period for work completed in April of any given year, and rebate request submittal in the May following the April of the prior budget year.

#### Program Requirements/Stipulations:

- 1. All applicable City ordinances must be followed for the lateral replacement. Including, but not limited to, backfill requirements, street break permits, dirt break permits, and sewer permits.
- 2. Only 1 rebate shall be granted per property within a 20 year time period.
- 3. You are required to solicit 3 bids from licensed plumbers. The scope/work of each estimate must be similar in scope. In the event 3 bids are solicited, but not received, you may provide written documentation of the attempt to solicit the missing bid. In no case shall a rebate be granted with only 1 estimate received.
- 4. You are required to replace the existing lateral with one of the following materials:

SCH 40 or greater PVC

SDR 35 or greater PVC

All other materials must have written prior approval, before use, from the Sewer Department. Please call the Sewer Department at 217-732-4030 to discuss.

If an existing lateral has a portion; which has already been replaced with one of the 2 above materials, and the plumber feels that the section is able to be reused, it may. The final product must be of the listed materials above from the foundation to the tap, including the tap.

5. The homeowner shall provide the following with their rebate request form:

The 3 estimates offered to the homeowner

Total linear feet from foundation to tap

Size of the line

**Construction materials** 

Pictures of the new install before backfill from the tap to the foundation

Rough drawing of the installation on an aerial map

Cancelled check or other acceptable means of proof that the work performed is paid in full

- 6. The property participating in the program must have an individual lateral from foundation to tap; with no other property tied into it.
- 7. The work must be completed in the budget year that the rebate request is received. Assuming funds are still available, a grace period of 1 month extending through May of the following budget year, rebate requests will be accepted for the prior year.
- 8. Only the property owner may request a rebate.
- 9. Only property owners with no outstanding balances/debts with the City of Lincoln are eligible for rebate requests. If an owner has been habitually delinquent on debts owed to the City, it shall be City Council discretion that approves or denies their request. This must be presented during public participation on the first Committee of the Whole meeting after submission of the rebate request.
- 10. A "Residential Sewer Rebate Request" form must be submitted by the property owner with all required data and attachments to be granted a rebate.

#### **Definitions:**

Habitually Delinquent - Greater than 1 delinquent payment in 6 months, regardless of type of debt owed to the City



# **Sewer Department**

150 W. Kickapoo St. Lincoln, IL 62656

## **Residential Sewer Rebate Request**

Date:			Rebate Request: \$				
Site Address:	Request No.:						
Site Owner:	Date Issued:						
Owner's Signature:	Amount Issued:\$						
PLEASE	PLEASE PRINT OR TYPE ALL INFORMATION AND COMPLETE ALL ITEMS						
· ·	Total length of the lateral from foundation to tap?Ft.  What size is the lateral? Ft.						
		<del></del>					
What type	What type of piping was used? SCH 40+ SDR 35+ OTHER						
If "Other",	what wa	s the type?					
<ul> <li>□ Attach 3 separate estimates from licensed plumbers</li> <li>□ Attach pictures of the new lateral installation</li> <li>□ Attach a rough drawing of the lateral on an aerial map</li> <li>□ Attach documentation showing that the invoice has been paid in</li> </ul>							
full for the lateral replacement							
Approvals Granted:							
Department	Date:	Name:	Signature				
Building & Safety							
Clerk							
Sewer							