CITY OF LINCOLN COMMITTEE OF THE WHOLE MEETING AGENDA FEBRUARY 11, 2025 CITY HALL COUNCIL CHAMBERS 700 BROADWAY STREET 6:10 PM

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Public Participation
- 4. Request to Permit Lincoln Railsplitter Antique Auto Club, Cars & Coffee. Closure of 100 block of S. Kickapoo St. between Broadway & Pulaski St. from 8:00 a.m. until 11:00 a.m. for the following dates are April 26th, May 24th, June 28th, July 26th, September 27th.
- 5. Ordinance Authorizing an Intergovernmental Agreement for Participation in the Illinois Public Works Mutual Aid Network (IPWMAN)
- 6. Ground Mounted Solar Regulations
- 7. Consideration of adding a Deputy Fire Chief Position.
- 8. Annual Salary Increase Policy for Non-Union Employees
- 9. Announcements
- 10. Possible Executive Session
- 11. Adjournment
- **12.** City Council Meeting: Tuesday, February 17, 2025 at 6:00 PM Committee of the Whole Meeting: Tuesday, February 26, 2025 at 6:00 PM

THE CITY OF LINCOLN

Street Department:

Date Received

City Clerks Office Lincoln, Illinois

REQUEST TO PERMIT EVENT WITH STREET CLOSURE **Must Have Council Approval**

	ncil Approval RECEIVED
Date(s) of Event: $\frac{4/26}{5}$ 5/24 6/28, $\frac{7}{26}$, $\frac{9}{27}$ A c	opy of this form must be available at the Event!
Please describe below your request for use of City	Property.
Description of Event (including participating mercays & Co fee meeting	chants, vendors, exhibitors, and units, etc.) For Collector Cars y owners
Location of Event Property: (Address Utilized Space) Items occupying street space utilized: Date(s) and time(s) for usage of Property: Are licenses needed, if yes, please attach. YES	100 Block of South Kickagoo S lov Cars es Above From 8 Am to 11 Am
Street Closures and Parking Street(s) will be close	ed (Please attach map or sketch of all closures.)
If closed, which streets and blocks? 100 Blocks between Broadway & Palask Closed from 8:00 a.m./p.m. until 11:00	Streets od a.m./p.m. (circle a.m. or p.m.)
If different times on different days, please specify	ng lot? Specify, N/A
Certificate of Insurance Liability for event must be	e attached to request before approval.
Business/Organization/Sponsor Name: 4ncoln Contact Name: Rob Harmon Address: 1026 St 37 121 Lincoln Phone: Business:	Maslsplitter Antique Auto Club Email: rharmon 113 e gmail. Com Signature: 1 1 1 1 1 1 2 2 3 2 3 3 5 2 3 5 2 3
APPROVED: (signatures)	
Police Department: Joseph H. Marster J Fire Department:	Mayor: 72 2 Nays Vote: Council ApprovalYeahsNays

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

_____ Date: ______

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

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.
- C. "AUTHORIZED REPRESENTATIVE" means a Party's employee who has been authorized, in 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.

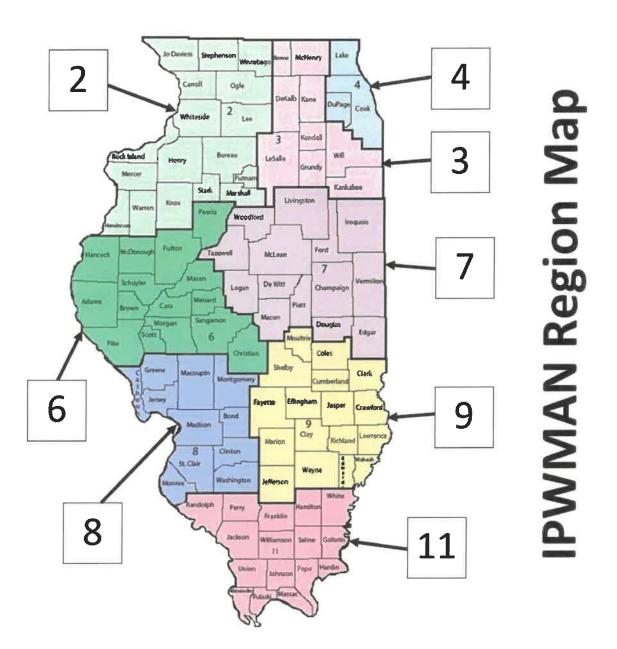
NOW, THEREFORE, each of the Parties have caused this IPWMAN Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

Signature Page

Approved and executed this _	day	of 20
For the Agency (Insert Name):		
Ву:		
Its:		
Attest		
By:		
lts:		
APPROVED		
On behalf of the Illinois Public \	Works Mutual Aid Network	
Approved and executed this	day of	
Ву:		
Presider	Vince Kilcullen nt, IPWMAN Board of Directors	
Attest:		
Secreta	Joe Cronin ry, 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



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 Orc	linance was as follows:
Alderman Parrott	Alderwoman Rohlfs
Alderwoman McClallen	Alderman Bateman
Alderman Downs	Alderman Eimer
Alderwoman O'Donoghue	Alderman Sanders
Ayes:	
Nays:	
Abstain:	
Passed and approved this	_ day of, 2025.
	CITY OF LINCOLN,
	BY: Tracy Welch, Mayor City of Lincoln, Logan County, Illinois
ATTEST:City Clerk, City of Li	(SEAL)
Logan County, Illinoi	·

MEMORANDUM

TO:

Mayor and City Council Members

FROM:

John A. Hoblit

MEETING DATE: February 11, 2025

RE:

Ground Mounted Solar Regulations

Background:

At the last COW the Council tasked John Hoblit and Kevin Bateman to conduct research and provide recommendations for ground mounted solar panels. Since that time research was done with various local municipalities within central Illinois. Kevin Bateman has investigated the regulations that exist in Peoria which cover a number of areas that could be utilized by the City of Lincoln, most notably:

- 1. Classifying ground mounted solar panels as a special use that would be treated on a case by case basis, with ultimate approval in the hands of a governing body.
- 2. More comprehensive height restrictions
- 3. Extra detail on fencing
- 4. Decommission provisions

The regulations from Peoria are attached to this memo.

Council Recommendation:

Please review the regulations for both commercial and residential ground mounted solar panels from Peoria to discuss at the upcoming COW. The request comes to you to see if we would like to use this as a template to implement within our own code changes for our ground mounted solar panels.

Sec. 7.17 - Ground Mounted Solar Energy Equipment

- 7.17.1 Purpose. It is the purpose of this section to regulate the siting and installation of ground mounted solar energy equipment. The promotion of safe, effective, and efficient use of ground mounted solar energy equipment will be balanced against the need to preserve and protect public health and safety.
- 7.17.2 Types of Ground Mounted Solar Energy Equipment.
 - 1. Solar Private.
 - a. Solar Private is a permitted accessory use in any zoning district and must abide by the bulk regulations, density and dimensional standards of the underlying zoning district in which it is located. All private solar requires a building permit prior to the initiation of construction.
 - 2. Commercial Solar Energy Facility.
 - a. Commercial Solar Energy Facility is permitted as a special use in the agricultural, residential, commercial, and industrial zoning districts and shall meet the requirements set forth in Section 7.17.3 ("Standards for a Commercial Solar Energy Facility") through Section 7.17.5 ("Decommissioning Plan").
- 7.17.3. Standards for a Commercial Solar Energy Facility.
 - 1. Setbacks.
 - a. All Commercial Solar Energy Facilities shall be no less than one hundred fifty (150) feet to the nearest point on the outside wall of any occupied dwelling on a non-participating property from the nearest edge of any component of the facility.
 - b. All Commercial Solar Energy Facilities shall be no less than fifty (50) feet from the nearest point on the property line of the non-participating property from the nearest edge of any component of the facility.
 - c. All Commercial Solar Energy Facilities shall have no required setback to the boundary lines of participating properties.
 - d. All Commercial Solar Energy Facilities shall be no less than one hundred fifty (150) feet to the nearest point on the outside wall of any occupied community buildings from the nearest edge of any component of the facility.
 - e. The requirements set forth in this subsection 20-7.17.3.1 "Setbacks" may be waived subject to the written consent of the owner of each affected non-participating property.
 - 2. Height. No component of a solar panel may have a height of more than twenty (20) feet above ground when the solar energy facility's arrays at full tilt. The requirements set forth in this subsection 20-7.17.3.2 "Height" may be waived subject to the written consent of the owner of each affected non-participating property:

- 3. Minimum Conditions for Special Use Permit.
 - a. Design and Installation. Solar collectors shall be designed and located to avoid glare or reflection toward any inhabited buildings on adjacent parcels. Solar collectors shall be designed and located to avoid glare or reflection toward any adjacent roadways and shall not interfere with traffic or create a traffic safety hazard.
 - b. Lighting. Lighting shall be limited to the extent required for security and safety purposes and to meet applicable federal, state, or local requirements. Except for federally required lighting, lighting shall be reasonably shielded from adjacent properties and, where feasible, directed downward to reduce light pollution.
 - c. Security Fencing. Facility equipment and structures shall be fully enclosed and secured by a perimeter fence with a height of at least six (6) and no more than twenty-five (25) feet. Lock boxes and keys shall be provided at locked entrances for emergency personnel. The requirements set forth in this subsection 20-7.17.3.3.c Security Fencing may be waived subject to the written consent of the owner of each affected non-participating property.
 - d. Warning Signage. A visible warning sign of "High Voltage" shall be posted at all points of site ingress and egress and along the perimeter fence of the facility, at a maximum of three hundred (300) feet apart. A sign that includes the facility's 911 address and 24-hour emergency contact number shall be posted near all entrances to the facility.
 - e. *Utility Connection.* The applicant shall submit with the special use application a copy of a letter from the electric utility company confirming the review of the application for interconnection has started.
 - f. *Fire Safety.* It is the responsibility of the applicant to coordinate with the local fire protection district. The applicant shall submit with the special use application an approval letter from the local fire protection district.
 - g. Roads. Any roads that will be used for construction purposes and egress or ingress shall be identified and approved by the road jurisdiction. All applicable road and bridge weight limits shall be met during construction and maintenance. All applicable permits shall be acquired from the road jurisdiction prior to start of construction. The applicant shall submit with the special use application an approval letter from the road jurisdiction(s). Any road damage caused by the transport of the facility's equipment, the installation, or the removal, must be completely repaired to a condition that is safe for the driving public after the completion of the facility's construction.
 - h. Endangered Species and Wetlands. Applicant shall seek natural resource consultation with the Illinois Department of Natural Resources (IDNR). The applicant shall submit with the special use application the results of the IDNR EcoCAT consultation. The cost of the EcoCAT consultation shall be paid by the applicant.

- i. Compliance with Additional Regulations. It shall be the responsibility of the applicant to coordinate with the FAA or other applicable federal or state authority to attain any additional required approval for the installation of a solar energy generation facility. The applicant shall submit with the special use application an approval letter from any federal or state authority requiring permit or approval.
- j. *Special Use Fees.* At the time of filing the special use application, the applicant shall pay the filing fee as set forth in <u>Chapter 20</u> of the Peoria County Code, Appendix A.

4. Minimum Conditions For a Building Permit.

- a. Building Permit. All commercial solar energy facilities require a building permit prior to the initiation of construction. Three (3) full sets of construction plans that conform to the manufacturer's standards and to the officially adopted codes of Peoria County shall be submitted with the building permit application. Said plans shall be certified by an Illinois licensed professional engineer.
- b. Stormwater and Erosion Control. All commercial solar energy facilities must meet the requirements of Section 3.12 ("General Erosion and Sediment Control Permits"), Section 3.13 ("Erosion, Sediment, and Storm Water Control Permits"), and Section 7.13 ("Erosion, Sediment, and Stormwater Control").
- c. Installation Certification. An Illinois licensed professional engineer shall certify that the construction and installation of the solar energy generation facility meets or exceeds the manufacturer's construction and installation standards and the officially adopted codes of Peoria County.
- d. Vegetation Management Plan. All commercial solar energy facilities must plant, establish, and maintain for the life of the facility vegetative ground cover, consistent with the goals of the Pollinator-Friendly Solar Site Act and the submittal of a vegetation management plan.
- 7.17.4 *Maintenance and Operation*. Responsibility. The owner of the solar energy generation facility shall maintain facility grounds. Such maintenance shall include all actions necessary to keep the facility grounds free of litter and debris. The owner shall keep all fences maintained in good repair.

7.17.5 Decommissioning Plan.

- The commercial solar energy facility shall be required to have a decommissioning plan
 pursuant to the requirements of the Department of Agriculture's standard solar agricultural
 impact mitigation agreement. A decommissioning plan shall be submitted and approved prior
 to the issuance of the building permit.
- 2. Financial Security. Appropriate means of financial security shall be required as part of the decommissioning plan. The amount of any decommissioning payment shall be limited to the cost identified in the decommissioning or deconstruction plan, as required by those

agricultural impact mitigation agreements, minus the salvage value of the project. The estimated cost shall be prepared by an Illinois licensed professional engineer.

- a. Security may be in the form of one of the following:
 - 1. Irrevocable Letter of Credit:
 - 2. Continuous Surety Bond;
 - 3. Cash Escrow Account; or
 - 4. Any other means deemed acceptable by the Zoning Administrator.
- 3. Agreement. The decommissioning plan shall also include an agreement between the applicant and the County which states:
 - a. Financial security must remain valid through the life of the project. The County may but is not required to reevaluate the estimated costs of Deconstruction of any Commercial Wind Energy Facility after the tenth anniversary, and every five (5) year thereafter, of the Commercial Operation Date which reevaluation must be performed by an independent third party Professional Engineer licensed in the State of Illinois. The County shall provide the Facility Owner with a copy of any reevaluation report. Based on reevaluation, the County may require changes in the level of Financial Assurance;
 - b. The County shall have access to the financial security funds for the expressed purpose of completing decommissioning if decommissioning is not completed by the owner within eighteen (18) months of the end of project life or facility abandonment;
 - c. The County is granted the right of entry onto the site, pursuant to reasonable notice, to effect or complete decommissioning; and
 - d. The County is granted the right to seek injunctive relief to effect or complete decommissioning, as well as the County's right to seek reimbursement from owner or owner's successor for decommissioning costs which exceed the financial security and to file a lien against any real estate owned by the owner or owner's successor, or in which they have an interest, for the excess amount, and to take all steps allowed by law to enforce said lien.
- 4. Release of Financial Security. Financial security shall only be released when the Zoning Administrator determines, after inspection, that the conditions of the decommissioning plan have been met.

(Ord. of 1-11-18(2); Ord. of 12-8-2022(25))

MEMORANDUM

TO: Mayor and City Council Members

FROM: Fire Chief Aaron T Johnson

MEETING DATE: Feb 11, 2025

RE: Consideration of adding a Deputy Fire Chief position

Background:

I am requesting the approval of a new position within the Lincoln Fire Department. The position I am requesting is that of a Deputy Fire Chief. The current department structure has three Assistant Chief positions. This title is misleading, as the Assistant Chiefs are actually shift commanders (commonly referred to as Battalion Chiefs). The Assistant Chiefs are not administration staff. They are operations staff that work a 24/48 schedule.

Managing the day-to-day administration duties is extremely time consuming; so much so that many things get neglected as time management must prioritize certain duties over others. The new position would be extremely beneficial in all areas of administration duties, as well as assuming the responsibilities of Fire Chief in my absence. This will also serve as a safety net should any Fire Chief retire or be removed, as the Deputy Fire Chief can continue all operations without any decrease in productivity or service to the citizens of Lincoln. This position is currently common practice in most (if not all) other departments within the City of Lincoln, as well as most other municipalities. Lincoln Fire Department currently consists of twenty-two members who respond to over three thousand calls per year. This position will increase the total members of Lincoln Fire Department to twenty-three. As the City of Lincoln continues to grow, capabilities need to grow with it. As the west end development continues, as well as the increase in rail traffic, the need for a second fire station will become critical within the next five to ten years. Setting up proper management now that can sustain the growing needs of the future will put us in a much better position as a city moving forward. This is a 40 hour per week position that I would like to fill starting September 1, 2025. This position will be a recommendation from the Fire Chief for the mayoral appointment. This position will come from within the ranks of the Lincoln Fire Department.

Job description

Title: Deputy Fire Chief

Effective Date: September 1, 2025

Employment Status: Full-Time

Experience Required: 15 years at Lincoln Fire Department, with preference given to Assistant Chiefs and

secondary preference to Captains.

Direct Supervisors: City of Lincoln Mayor and City of Lincoln Fire Chief

Job Summary: The Deputy Fire Chief performs a variety of administrative work: Handling tasks such as budgeting, resource allocation, policy development, maintaining maintenance records on apparatus, rescue tools, cascade system, SCBAs, EMS records, and scheduling routine and/or needed maintenance. Supervise employees in lower classifications on large scale emergencies as requested or needed by the Fire Chief. In absence of the Fire Chief, the Deputy Fire Chief would assume the responsibilities of the Fire Chief.

Essential Duties and Responsibilities:

- Plan for and review specifications for new or replaced equipment.
- Prepare and submit reports to the Fire Chief.
- Control expenditure of departmental appropriations.
- Plan department operations concerning equipment, apparatus, and personnel.
- Review specifications written for equipment and apparatus purchases.
- Assign service intervals with appropriate businesses and staff to maintain apparatus.
- Evaluate the need for and recommend the purchase of new equipment, apparatus, and supplies.
- Monitor and evaluate the efficiency and effectiveness of service delivery procedures and methods; assess and monitor workload; identify opportunities for improvement and assist with implementation.
- Perform administrative duties with attendance programs.
- Participate in the development and implementation of goals, objectives, policies, and priorities for the department.
- Recommend and administer standard operating policies and procedures.
- Assist in the preparation of the annual budget; recommend forecasts for needed funds for equipment, materials, and supplies; monitor expenses.
- Manage incidents utilizing the Incident Command System procedures.
- Participate in a variety of operation activities, including oversight of large-scale emergency scenes.
- Provide support to the Fire Chief at the scene of major emergencies and take command,
 when needed.

- Participate in activities and operations in response to natural and man-made disasters, major accidents, incidents involving hazardous materials, and other emergency situations if warranted.
- Act as Fire Chief during the absence of the Fire Chief.
- Attend conferences and meetings to stay abreast of current trends in the field.
- Represent the Fire Department in various meetings.
- Perform the duties of command personnel as needed.
- Carry out duties in conformance with Federal, State, County, and District laws and ordinances.

Knowledge, Skills, and Abilities:

- Knowledge of modern fire suppression and prevention, emergency medical principles, hazardous materials handling, and applicable laws and ordinances.
- Skills in handling stress effectively, organizing and setting priorities, using departmental tools and equipment, and clear communication.
- Ability to maintain discipline, perform work requiring good physical condition, act effectively in emergencies, and establish positive working relationships.

Other Required Duties, Responsibilities, Skills, and Knowledge:

- Provide staff support.
- Attend and participate in professional group meetings.
- Stay abreast of new trends and innovations in the field of fire suppression, emergency medicine, training, and prevention.
- Have good oral and written communication skills and the ability to plan, supervise, and coordinate the work of subordinates.
- Collect and maintain appropriate records.
- Meet with elected officials, other Fire/EMS officials, community and business representatives,

and the public on aspects of Fire Department activities.

Benefits and Earnings

- 40 hour work week, set forth by the Fire Chief.
- Follow the holiday and vacation schedule of city personnel.
- Earn compensatory time at an hour for hour rate.
- Pay will be the mean average of the Fire Chief and the Assistant Chief positions.

Council Recommendation:

Begin discussions for approval, or disapproval, before the Fiscal year 2025 – 2026 budget.

Aaron T Johnson, Fire Chief



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 2026, 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)	FULL-TIME CLERICAL EMPLOYEES (8)	PART-TIME CLERICAL EMPLOYEES (4)
 Fire Chief Assistant Fire Chief (3) Police Chief Deputy Police Chief Street Superintendent Building and Safety Official 	 Deputy City Clerk Sewer Clerks (2) Administrative Assistant to the Police Chief Police Records Clerk Deputy Building and Safety Official Administrative Assistant to the Street Department, Clerks Office, and Building and Safety Department Administrative Assistant to the Mayor and City Council 	 Sewer Clerk Landfill Attendants (2) School Crossing Guard

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 st