

CITY OF LINCOLN
COMMITTEE OF THE WHOLE MEETING
AGENDA
APRIL 23, 2024
CITY HALL COUNCIL CHAMBERS
700 BROADWAY STREET
6:10 PM

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Public Participation**
- 4. Oath of Office Fire Department: Ashley Williams-Captain
James Reed-Lieutenant**
- 5. Logan County Tourism, Alice Roate – 2024 1st Quarter Report**
- 6. Request to Permit: Lincoln Railsplitter Antique Auto Club – Cars and Coffee.**
- 7. Request to Permit: Lincoln Park District July 4th Childrens Parade.**
- 8. Spirited Republic Early Open Time Sunday, May 12, 2024.**
- 9. Mayoral Reappointment to Fire & Police Commission.**
- 10. Mayoral Appointment to the Economic Development Commission.**
- 11. Mayoral Appointment to the Liquor Commission.**
- 12. July 4th Fireworks Donation.**
- 13. Economic Development Commission Grant Approvals**
- 14. Funding Agreement Between the City of Lincoln and Logan County Regional Planning Commission.**
- 15. Ordinance 4-12 of the Lincoln City Code Titled “Solar Regulations”**
- 16. City Attorney John Hoblit four (4) Year Contract Agreement**
- 17. Discussion for the distribution of new Cannabis Tax Revenue.**
- 18. Announcements**
- 19. Possible Session**
- 20. Adjournment**
- 21. Upcoming Meetings:** City Council Meeting: Monday, May 6, 2024 at 6:00 PM
Committee of the Whole Meeting: Tuesday, May 14, 2024 at 6:00 PM

THE CITY OF LINCOLN

2024

Date Received APR 09 2024

REQUEST TO PERMIT EVENT WITH STREET CLOSURE
Must Have Council Approval

RECEIVED

Date(s) of Event: 5/25, 6/22, 7/27, 8/31, 9/28 A copy of this form must be available at the Event!

Please describe below your request for use of City Property.

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

Cars and coffee meeting for collector car owners

Location of Event Property: (Address Utilized Space) 100 BLK of Kozkapoo ST

Items occupying street space utilized: Collector cars + owners + spectators

Date(s) and time(s) for usage of Property: Dates above from 8 to 11 AM

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

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

If closed, which streets and blocks? 100 BLK of South Kozkapoo ST, between Broadway ST + Palaski ST

Closed from 8:00 a.m./p.m. until 11:00 a.m./p.m. (circle a.m. or p.m.)

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

Does this street normally have access to a permitted parking lot? Specify, N/A

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

Business/Organization/Sponsor Name: Lincoln Paraspitter Antique Auto Club

Contact Name: Rob Harman Email: rharman1113@gmail.com

Address: 1026 ST RT 121 Lincoln Signature: Rob Harman

Phone: Business: 217-792-3425 Cell: 217-737-8523

APPROVED: (signatures)

Police Department: Joseph H. Meister Jr.

Mayor: Tom 2024

Fire Department: [Signature]

Vote: Council Approval ___ Yeas ___ Nays

Street Department: Walt [Signature]

Date: 4-12-24

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.



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BLS (25) 58 43 35 74
Policy Period:
From 04/01/2024 To 04/01/2025
12:01 am Standard Time
at Insured Mailing Location

**Commercial General Liability
Declarations**

Basis: Occurrence

Named Insured	Agent
LINCOLN RAIL SPLITTERS ANTIQUE AUTO CLUB INC.	(800) 962-7132 INDIANA INSURANCE - AMSC IL

SUMMARY OF LIMITS AND CHARGES

Commercial General Liability Limits of Insurance	DESCRIPTION	LIMIT
	Each Occurrence Limit	1,000,000
	Damage To Premises Rented To You Limit (Any One Premises)	1,000,000
	Medical Expense Limit (Any One Person)	15,000
	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 Charges	DESCRIPTION	PREMIUM
	General Liability Schedule Totals	560.00
	Certified Acts of Terrorism Coverage	13.00

Total Advance Charges: \$573.00

Note: This is not a bill

report a claim, call your Agent or 1-844-325-2467

DS 70 22 01 08

01/24/24

58433574

POLSVCS

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PCXFPPNO

INSURED COPY

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PAGE 25 OF 30

THE CITY OF LINCOLN

Date Received APR 15 2024

REQUEST TO PERMIT EVENT WITH STREET CLOSURE
Must Have Council Approval

RECEIVED

Date(s) of Event: July 4, 2024 A copy of this form must be available at the Event!

Please describe below your request for use of City Property.

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

4th of July Children's Parade from Sully Park to Lincoln Park District

Location of Event Property: (Address Utilized Space) 303 S. Lickapoo to 1400 Primm Rd.

Items occupying street space utilized: Golf cart, Scooters, Bikers, Walkers, Strollers

Date(s) and time(s) for usage of Property: 7/4/24 9am - 11am

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 map

Barricades needed for Mclean/Wyatt, Lickapoo/Decatur, Mclean/Decatur

Closed from 10 a.m./p.m. until 11 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, NO

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

Business/Organization/Sponsor Name: Lincoln Park District

Contact Name: Becky Strait Email: bstrait@lincolnparkdistrict.com

Address: 1400 Primm Rd. Lincoln, IL 62050 Signature: Becky Strait

Phone: Business: 217-732-8770 Cell: 217-735-0756

APPROVED: (signatures)

Police Department: Joseph H. Meister Jr.

Mayor: [Signature]

Fire Department: [Signature]

Vote: Council Approval ___ Years ___ Nays

Street Department: Walt [Signature]

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.

TRACY WELCH
MAYOR

PEGGY S. BATEMAN
CITY CLERK

CHARLES N. CONZO
CITY TREASURER

JOHN A. HOBLIT
CITY ATTORNEY

LIN
ILL



700
Box 509, Lincoln, IL
62656

Named for and Christened by Abraham
Lincoln, 1853—Incorporated February
18, 1865

CITY COUNCIL MEETS
FIRST AND THIRD MONDAY
NIGHTS EACH MONTH

City Clerks Office
Lincoln, Illinois

APR 15 2024

RECEIVED

Received _____

NOTIFICATION OF SIGNS TO BE PLACED ON CITY RIGHT OF WAY/CITY PROPERTY

Business Name: Lincoln Park District

Contact Name: Becky Strait

Address: 1400 Primm Rd.

City, State: Lincoln, IL 62656

Contact Phone Number: 217-732-8770

Purpose of Signage 4th of July

Date Signage will be posted: 6/3/24

Any special occasion signage must be removed within two (2) days of the end of the event.

CITY COUNCIL

FIRST WARD
STEVE PARROTT
ROBIN MCCLALLEN

SECOND WARD
SAM DOWNS
DAVID SANDERS

THIRD WARD
WANDA LEE ROHLFS
KEVIN BATEMAN

FOURTH WARD
RHONDA O'DONOGHUE
CRAIG EIMER





Certificate No.: 7
Member Number: 0025

CERTIFICATE OF COVERAGE

This Certificate is issued as a matter of information only and confers no rights upon the Certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the coverage document(s) listed below.

NAME & ADDRESS OF MEMBER: Lincoln Park District
1400 Railer Way
Lincoln, IL 62656

This is to certify that the coverage document(s) listed below have been issued to the Member named above and are in force at this time. Notwithstanding any requirement, term or condition of any agreement or other document with respect to which this Certificate may be issued or may pertain, the coverage(s) afforded is subject to all the terms, exclusions and conditions of the Coverage Agreement(s).

TYPE OF COVERAGE	EFFECTIVE DATE	EXPIRATION DATE	LIMIT OF COVERAGE
General Liability	8/1/2023	8/1/2024	\$2,000,000

CANCELLATION: Should the above described coverage document(s) be cancelled, the Illinois Parks Association Risk Services will endeavor to mail 30 days written notice to the below named Certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the pool.

SPECIAL CONDITIONS/OTHER COVERAGES:
as respects your sponsored & controlled 4th of July Parade.

NAME & ADDRESS OF CERTIFICATE HOLDER:
City of Lincoln
700 Broadway Street
Lincoln, IL 62656

DATE ISSUED: 4/15/2024

Authorized Representative



ADDITIONAL PARTY LIABILITY COVERAGE

Member Name: Lincoln Park District

Effective Date: 8/1/2023

Member Number: 0025

Expiration Date: 8/1/2024

Policy Number: B0025PC2023-1

Endorsement No: 7

This endorsement modifies the Legal Defense and Claim Payment Agreement.

SECTION III - WHO IS A MEMBER

Is amended as follows:

The PERSON, ENTITY OR ORGANIZATION listed herein, including its **employees**, officers or volunteers, is included in the definition of **member**:

- A. but only as respects the coverages listed in the corresponding Certificate of Coverage;
- B.** only while such PERSON, ENTITY OR ORGANIZATION is acting on **your** behalf or in **your** interest; and
- C. only with respect to the ACTIVITY OR FUNCTION listed herein.

Limits of Liability

The lesser of the limits designated in the corresponding Certificate of Coverage or the limits designated in the Declarations is the most **we** will pay for the sum of all **damages**.

ACTIVITY OR FUNCTION:

as respects your sponsored & controlled 4th of July Parade.

PERSON, ENTITY OR ORGANIZATION

City of Lincoln
700 Broadway Street
Lincoln, IL 62656

All other terms and conditions remain unchanged.

Nothing contained herein shall be construed to broaden the coverages, terms, conditions or limits beyond that which is provided in this Legal Defense and Claim Payment Agreement and the Intergovernmental Contract to which this endorsement attaches.

Countersigned:

4/15/2024

Date

By:

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Peggy Bateman, City Clerk

Meeting

Date: April 23, 2024

RE: Spirited Republic Early Open Time Sunday, May 12, 2024

Background

Mother's Day Sunday, May 12, 2024 Guzzardo's Italian Villa will be having a Mother's Day Brunch from 10AM-2PM. Spirited Republic would like to open one hour earlier than the set Ordinance time set in City Code to partner with Guzzardo's Mother's Day Brunch

COW Recommendation

Approve the one hour early opening time for Spirited Republic on Mother's Day Sunday, May 12, 2024 on the May 6, 2024 Regular City Council Meeting.

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Peggy Bateman, City Clerk

Meeting

Date: April 23, 2024

RE: Mayoral Reappointment to Fire & Police Commission

Background

Eric Egnew term with the Fire & Police Commission to expire April 30, 2024. Eric has shown interest in serving another term on the Commission. Mayoral appointment of Fire & Police Commissioners must be approved by the City Council.

Fiscal Impact

Fire & Police Commissioners receive \$25.00 per meeting.

COW Recommendation

Approve the Mayoral reappointment of Eric Egnew to Fire & Police Commission for a three (3) year term on the May 6, 2024 Regular City Council Meeting.

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Peggy Bateman, City Clerk

Meeting

Date: April 23, 2024

RE: Mayoral Appointment to Economic Development Commission

Background

Mayoral appointment to the Economic Development Commission of Jonette (Joni) Tibbs due to an open position.

COW Recommendation

Approve the Mayoral appointment of Jonette (Jonie) Tibbs to the Economic Development Commission on the May 6, 2024 Regular City Council Meeting.

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Peggy Bateman, City Clerk

Meeting

Date: April 23, 2024

RE: Mayoral Appointment to the Liquor Commission

Background

Mayoral appointment to the Liquor Commission of Tony Zurkammer due to an open position.

COW Recommendation

Approve the Mayoral appointment of Tony Zurkammer to the Liquor Commission on the May 6, 2024 Regular City Council Meeting.

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Peggy Bateman, City Clerk

Meeting

Date: April 23, 2024

RE: July 4th Fireworks Donation

Background

City of Lincoln supported Lincoln Park District Fire Works last year in the amount of \$5,000.00. The Park District is requesting that we support this year's Fire Works.

Fiscal Impact

\$5,000.00 Donation from Hotel Motel Fund 55-0000-7011 Additional Tourism Projects.

COW Recommendation

Approve donation of \$5,000.00 on the May 6, 2024 Regular City Council Meeting.

MEMORANDUM

TO: Mayor and City Council Members
FROM: Ashley Metelko, Administrative Assistant
MEETING DATE: April 23, 2024
RE: Economic Development Commission Grant Approvals

Background:

On April 19, 2024, the Economic Development Grant Commission met and approved the following applications, pending approval of F.Y. 24-25 budget:

STRUCTURAL GRANTS:

1. QWE Inc./ Greg Patel – 201 Madigan Dr.

- Entry door replacement.
- Amount requested \$7,500.00

Amount approved by Economic Development Commission on April 19, 2024: \$7,500.00

2. Small Town Creations - 115 S. Kickapoo Street

- Replacement of (3) windows.
- Amount requested \$7,450.00

Amount approved by Economic Development Commission on April 19, 2024: \$7,450.00

3. Prairie Land Title Company Inc. – 507 Pulaski Street

- Roof replacement.
- Amount requested \$7,500.00

Amount approved by Economic Development Commission on April 19, 2024: \$7,500.00

4. Lincoln Community Theatre– 410 Broadway Street

- Tuck pointing.
- Amount requested \$7,500.00

Amount approved by Economic Development Commission on April 19, 2024: \$7,500.00

5. Scott Mack & Infiniti Real Estate LLC– 714 Keokuk Street

- Roof replacement.
- Amount requested \$6,840.00

Amount approved by Economic Development Commission on April 19, 2024: \$6,840.00

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

- Roof replacement.

- Amount requested \$7,500.00

Amount approved by Economic Development Commission on April 19, 2024: \$7,500.00

FACADE GRANTS:

1. Small Town Creations - 115 S. Kickapoo Street

- Tuck pointing/brick repair.

- Amount requested \$8,300.00

Amount approved by Economic Development Commission on April 19, 2024: \$4,150.00

2. ACME 007 LLC -401 Broadway Street

- Tuck pointing/brick repair.

- Amount requested \$17,000.00

Amount approved by Economic Development Commission on April 19, 2024: \$8,500.00

3. Hild Brother's Construction & Remodeling LLC – 118 N. McLean Street

- Exterior repairs, window/door replacement.

- Amount requested \$20,000.00

Amount approved by Economic Development Commission on April 19, 2024: \$10,000.00

Council Recommendation: Place on Regular City Council Meeting Agenda for May 6, 2024.

FUNDING AGREEMENT
BETWEEN THE CITY OF LINCOLN AND LOGAN COUNTY REGIONAL PLANNING COMMISSION
Covering FY 2025 (5/1/24) through 4/30/25)

The City of Lincoln agrees to provide funding for the Logan County Regional Planning Commission in the following amounts and in accordance with the following schedule:

Quarterly payments in the amount of \$3125.00 for a total of \$12,500.00 per year

**Actual requested amounts may be decreased upon action of the Planning Commission.

In exchange for the funding provided by the City of Lincoln, the Logan County Regional Planning Commission commits to the following:

- Enterprise Zone Administration (review/verify/process sales tax certificates, answer questions of the development community regarding EZ benefits and program, monitor legislative changes in the EZ program, file required reports to the State, work with applicants seeking to add territory in the EZ, work with property owners in filing required reports to the State, and monitor EZ activity);
- IDOT Rural Transportation Planning Funds Grant Administration (includes bike trail planning within the City of Lincoln);
- Comprehensive Planning for Logan County (includes Land Use Plan for the City of Lincoln);
- Facilitate discussion of planning related issues that affect the City and County (i.e. 1 ½ mile jurisdiction and subdivision regulations, enterprise zone);
- Provide for one (1) Ex-officio Commissioner and one (1) Appointed Commissioner on the Planning Commission which allows for the review of and providing of recommendations on proposed Ordinance amendments, Conditional / Special Use, and Rezoning applications to the County Board as related to land use applications in the County.

This agreement shall be automatically renewed each year unless either party chooses to terminate the agreement by submitting a 30-day written notice.

This agreement is understood by the following parties:

Blair Hoerbert, Chairman
Logan County Regional Planning
Commission

Tracy Welch, Mayor
City of Lincoln

Signed this _____ day of _____, 2024.

MEMORANDUM

TO: Mayor Tracy Welch and Members of the City Council

FROM: Wes Woodhall, Building and Safety Official

DATE: April 23rd, 2024

RE: City of Lincoln Solar Energy Systems Regulations

Background: On March 27th, a draft regulation with regards to the above item was circulated to the council for consideration. With the obvious push globally, for this type of energy source, there are aspects that need regulated for the betterment of the city while promoting economic development. After comments were received and addressed in the included draft we would like to include this as an ordinance addition to the Lincoln City Code.

Analysis/Discussion: Discuss any additional changes requested.

COW Recommendation: Place on Council agenda for approval of regulations as written or amended.

Fiscal Impact: None

Council Recommendation: Approve regulations as written or with requested amendments.

ORDINANCE NO.
AN ORDINANCE 4-12 OF THE LINCOLN CITY CODE
TITLED "SOLAR REGULATIONS"

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 _____, 2024, WITNESSETH:

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

WHEREAS, the city code of the City of Lincoln contemplates citizens utilizing solar panels on top of their respective residences; and

WHEREAS, the CITY OF LINCOLN has recently been approached by companies requesting land to be annexed into the City of Lincoln with the idea to install a solar array or a solar farm; and

WHEREAS, the City of Lincoln believes that if solar arrays of this nature are to be installed within the City of Lincoln then there should be reasonable regulations on said solar arrays/farms; and

WHEREAS, the City of Lincoln will create Chapter 4-12 of the Lincoln City Code titled "solar regulations";

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

1. That Title 4 Chapter 12 titled of the Lincoln City Code is hereby created. (See Exhibit A).
2. 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 Rohlf	_____
Alderwoman O'Donoghue	_____	Alderman Bateman	_____
Alderman Downs	_____	Alderman Sanders	_____

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

Passed and approved this ____ day of _____, 2024.

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

Chapter 4-12: Solar Regulations

Chapter 4-12-1 Purpose and Intent

Purpose: The purpose of this ordinance is to facilitate the construction, installation, and operation of Solar Energy Systems (SES) in the City of Lincoln in a manner that promotes economic development and ensures the protection of health, safety, and welfare while also avoiding adverse impacts to important areas such as agricultural lands, endangered species habitats, conservation lands, and other sensitive lands. It is the intent of this ordinance to encourage the development of SESs that reduce reliance on foreign and out-of-state energy resources, bolster local economic development and job creation. This ordinance is not intended to abridge safety, health or environmental requirements contained in other applicable codes, standards, or ordinances. The provisions of this ordinance shall not be deemed to nullify any provisions of local, state or federal law.

Chapter 4-12-2 Definitions

BUILDING INTEGRATED PHOTOVOLTAIC SYSTEMS: A solar energy system that consists of integrating photovoltaic modules into the building structure as the roof or façade and which does not alter the relief of the roof.

COLLECTIVE SOLAR: Solar installations owned collectively through subdivision homeowner associations or other similar arrangements.

COMMERCIAL/LARGE SCALE SOLAR FARM: A utility scale commercial facility that converts sunlight to electricity, whether by photovoltaics, concentrating solar thermal devices, or various experimental technologies for onsite or offsite use with the primary purpose of selling wholesale or retail generated electricity.

COMMUNITY SOLAR GARDEN: A community solar-electric (photovoltaic) array, of no more than 5 acres in size, that provides retail electric power (or financial proxy for retail power) to multiple households or businesses residing in or located off-site from the location of the solar energy system.

GROUND MOUNT SOLAR ENERGY SYSTEM: A solar energy system that is directly installed into the ground and is not attached or affixed to an existing structure.

PHOTOVOLTAIC SYSTEM: A solar energy system that produces electricity by the use of semiconductor devices called photovoltaic cells that generate electricity whenever light strikes them.

QUALIFIED SOLAR INSTALLER: A trained and qualified electrical professional who has the skills and knowledge related to the construction and operation of solar electrical equipment and installations and has received safety training on the hazards involved.

ROOF MOUNT: A solar energy system in which solar panels are mounted on top of a building roof as either a flush mounted system or as modules fixed to frames which can be tilted toward the south at an optical angle.

SOLAR ACCESS: Unobstructed access to direct sunlight on a lot or building through the entire year, including access across adjacent parcel air rights, for the purpose of capturing direct sunlight to operate a solar energy system. The use of neighboring parcel air rights does not prevent normal use of adjacent properties and associated air rights by its owner(s).

SOLAR COLLECTOR: A device, structure or part of a device or structure for which the primary purpose is to transform solar radiant energy into thermal, mechanical, chemical or electrical energy.

SOLAR ENERGY: Radiant energy received from the sun that can be collected in the form of heat or light by a solar collector.

SOLAR ENERGY SYSTEM (SES): The components and subsystems required to convert solar energy into electric or thermal energy suitable for use. The area of the system includes all the land inside the perimeter of the system, which extends to any fencing. The term applies, but is not limited to, solar photovoltaic systems, solar thermal systems and solar hot water systems.

SOLAR STORAGE BATTERY/UNIT: A component of a solar energy device that is used to store solar generated electricity or heat for later use.

SOLAR THERMAL SYSTEMS: Solar thermal systems directly heat water or other liquid using sunlight. The heated liquid is used for such purposes as space heating and cooling, domestic hot water and heating pool water.

Chapter 4-12-3 Permitted Ground Mount and Roof Mount SES

Ground Mount SES shall be permitted as an accessory use in all zoning districts where there is a principal structure and the array footprint is comprised of less than ½ acre. Square footage of over ½ acre will be treated as a Community Solar Garden and will require a Special Use Permit in accordance with this ordinance. Roof Mount SES shall be permitted in all zoning districts and may be located on a principal or an accessory structure. A building permit shall be required to construct a ground mount or roof mount SES. The following additional information shall be provided with the building permit application to demonstrate compliance with the following restrictions:

- A. Height:
 - 1. Building or roof mounted solar energy systems shall not exceed the maximum allowed height for principal structures in any zoning district.
 - 2. Ground or pole-mounted solar energy systems shall not exceed the maximum permitted height for an accessory structure when oriented at maximum tilt.
 - 3. Ground mounted solar energy systems may not be placed in the front yard.
- B. Setbacks:
 - 1. Ground mounted solar energy systems shall meet the applicable setbacks for the zoning district in which the unit is located.
 - 2. Ground mounted solar energy systems shall not extend beyond the side yard or rear yard setback when oriented at minimum design tilt (most footprint consuming).
 - 3. In addition to building setbacks the collector surface and mounting devices for roof mounted systems shall not extend beyond the allowable footages as allowed in the International Fire Code (IFC) Section 605.11.3.1 to provide for proper fire access.
- C. Reflection Angles: Reflection angles for solar collectors shall be oriented such that they do not project glare onto adjacent properties or property contained assets.
- D. Visibility: Solar energy systems shall be located in a manner to reasonably minimize view blockage for surrounding properties and shading of property to the North while still providing adequate solar access for collectors.
- E. Safety:
 - 1. Roof or building mounted solar energy systems, excluding building integrated systems, shall allow for adequate roof access for firefighting purposes to sloped or flat roof upon which the panels are mounted per IFC 605.11.3.1.
 - 2. Plans bearing the seal of a state licensed structural engineer's approval shall be required for all roof mounted solar energy systems.
 - 3. Any connection to the public utility grid shall be inspected by the appropriate public utility.
 - 4. All solar energy systems shall be maintained and kept in good working order. If it is determined that a solar energy system and associated grounds are not being maintained, kept in good working order, or no longer being utilized to perform its intended use for 6 consecutive months, the property owner shall be given 30-day notice for removal or repair of the unit and all equipment. It shall be a violation of this ordinance if the solar energy system is not removed or repaired within thirty (30) days. Failure to do so will result in monetary fines as indicated in Section 7-2-8 of the Lincoln Municipal Code.
- F. Approved Solar Components: Electric Solar energy system components shall have a UL listing or approved equivalent and solar hot water systems shall have an SRCC rating.
- G. Restrictions on Solar Energy Systems Limited: Consistent with 765 ILCS 165/1 et seq. no homeowner's agreement, covenant, common interest

community or other contracts between multiple property owners within a subdivision of incorporated City of Lincoln shall prohibit or restrict homeowners from installing solar energy systems.

Chapter 4-12-4 Building Integrated Systems

Building Integrated Photovoltaic Systems shall be permitted in all Zoning Districts.

Chapter 4-12-5 Community Solar Gardens

Development of Community Solar Gardens is permitted by Special Use as a principal use in all zoning districts subject to the following requirements:

- A. Rooftop Gardens Permitted: Rooftop gardens are a special use in all zoning districts where buildings are permitted.
- B. Ground Mount Gardens: Ground mount community solar energy systems must be less than five (5) acres in total size, and require a Special Use in all districts. Ground-mount solar developments covering more than five (5) acres shall be considered a solar farm.
- C. Interconnection: An interconnection agreement must be completed and provided with the electric utility in whose service the territory the system is located. Off-grid, self-contained arrays are exempt.
- D. Dimensional Standards: All solar garden related structures in newly platted and existing platted subdivisions shall comply with the applicable setback, height, and coverage limitations for the district in which the system is located.
- E. Other Standards:
 - 1. Ground Mount Systems shall comply with all required standards for structures in the district in which the system is located.
 - 2. All solar gardens shall comply with Chapter 11-2-4 procedures regarding special use permits.
 - 3. All solar gardens shall also comply with all other State and Local requirements.

Chapter 4-12-6 Commercial/Large Scale Solar Farm

Ground Mount solar energy systems that are the primary use of the lot, designed for providing energy to off-site uses or export to the wholesale market require a Special Use Permit pursuant to Chapter 11-2-4 of the Lincoln City Code. The following information shall also be submitted as part of the application and/or the following restrictions shall apply:

- A. A site plan with existing conditions showing the following:
 - 1. Existing property lines and current use of the property intended for use.

2. Existing public and private roads, showing widths of the road and any associated easements.
 3. Location and size of any active or abandoned utilities.
 4. Existing buildings, impervious surfaces, vegetation, material storage or nuisance items.
 5. Any delineated wetland boundaries and floodplain maps.
 6. The location of any subsurface drainage tiles.
- B. A Site Plan of proposed conditions showing the following:
1. Location and spacing of the solar panels.
 2. Location of access roads.
 3. Location of underground or overhead electric lines connecting the solar farm to a building, substation or other electric load.
 4. New electrical equipment other than at the existing building or substation that is to be the connection point for the solar farm.
 5. Pre-Construction site photos shall be included to document site conditions prior to construction.
- C. Fencing and Weed/Grass Control:
1. The applicant shall submit an acceptable weed/grass control plan for property inside and outside the fenced area for the entire property. The Operating Company or Successor during the operation of the Solar Farm shall adhere to the weed/grass control plan.
 2. Perimeter fencing having a maximum height of eight (8) feet shall be installed around the boundary of the solar farm and fully adhere to requirements as set forth in the Lincoln City Code for each applicable zoning district. The fence shall contain appropriate warning signage that is posted such that it is clearly visible on the site. Fencing shall be kept free of all nuisance trash and rubbish in accordance with all City of Lincoln ordinances.
 3. The applicant shall maintain the fence and adhere to the weed/grass control plan. If the Operating Company does not adhere to the proposed plan monetary fines as dictated in Section 7-2-8 of the City of Lincoln Municipal code may be enforced and will be assessed until the Operating Company or Successor complies with the weed/grass control and fencing requirements.
- D. Manufacturer's Specifications: The manufacturer's specifications and recommended installation methods for all major equipment, including solar panels, mounting systems, and foundations for poles and racks.
- E. Connection and Interconnection:
1. A description of the method of connecting the SOLAR array to a building or substation.
 2. Utility interconnection details and a copy of written notification to the utility company requesting the proposed interconnection.
 3. Provide a copy of an executed interconnection agreement with the utility company having jurisdiction.
- F. Setbacks: Setbacks shall be met in accordance with the applicable zoning district in which the project occurs.

- G. Fire Protection: A fire protection plan for the construction and the operation of the facility, and emergency access to the site.
- H. Endangered Species and Wetlands: Solar Farm developers shall be required to initiate a natural resource review consultation with the Illinois Department of Natural Resources (IDNR).
- I. Road Use Agreements: All routes on City Roads that will be used for the construction and maintenance purposes shall be identified on the site plan. All routes for either egress or ingress need to be shown. The routing shall be subject to the approval of the City of Lincoln. All roads shall be repaired/replaced or otherwise improved to maintain their current condition throughout and after construction.
- J. Decommissioning of the Solar Farm: The Developer shall provide a decommissioning plan for the anticipated service life of the facility or in the event the facility is abandoned or had reached its life expectancy. If the solar farm is out of service or not producing electrical energy for a period of twelve (12) months, it will be deemed nonoperational and decommissioning and removal of that facility will need to commence according to the decommissioning plan as provided and approved. A cost estimate for the decommissioning of the facility shall be prepared by a professional engineer or contractor who has expertise in the removal of the solar farm. The decommissioning cost estimate shall explicitly detail the cost before considering any projected salvage value of the out of service solar farm. The decommissioning cost shall be made by a cash, surety bond or irrevocable letter of credit before construction commences. Further a restoration plan shall be provided for the site with the application. The decommissioning plan shall have the following provided:
 - 1. Removal of the following within six (6) months:
 - 1. All solar collectors and components, aboveground improvements and outside storage.
 - 2. Foundations, pads and underground electrical wires and reclaim site to a depth of four (4) feet below the surface of the ground.
 - 3. Hazardous material from the property and disposal in accordance with Federal and State law.
 - 4. Decommissioning with include full site restoration to an at grade maintainable surface.
 - 2. The decommissioning plan shall also recite an agreement between the applicant and the City of Lincoln that:
 - 1. The financial resources for decommissioning shall be in the form of a Surety Bond, or shall be deposited in an escrow account with an escrow agent acceptable to the City of Lincoln.
 - 2. A written escrow agreement will be prepared, establishing upon what conditions the funds will be disbursed.
 - 3. The City of Lincoln shall have access to the escrow account funds for the expressed purpose of completing

decommissioning if decommissioning is not completed by the applicant within six (6) months of the end of project life or facility abandonment.

4. The City of Lincoln is granted the right of entry onto the site, pursuant to reasonable notice, to effect or complete decommissioning.
5. The City of Lincoln is granted the right to seek injunctive relief to effect or complete decommissioning, as well as the City's right to seek reimbursement from applicant or applicant successor for decommissioning costs in excess of the amount deposited in escrow and to file a lien against any real estate owned by applicant or applicant's successor, or in which they have an interest, for the amount of the excess, and to take all steps allowed by law to enforce said lien.

Chapter 4-12-7 Compliance with Building Code

All solar energy systems shall comply with the ordinances of the City of Lincoln as well as all Federal and State requirements.

Chapter 4-12-8 Liability Insurance

The owner operator of the solar farm shall maintain a current general liability policy covering bodily injury and property damage and name the City of Lincoln as an additional insured with limits of at least two million dollars (\$2,000,000.00) per occurrence and five million (\$5,000,000.00) in the aggregate with a deductible of no more than five thousand dollars (\$5,000.00).

Chapter 4-12-9 Administration and Enforcement

The Building and Zoning Officer or other appointed City of Lincoln representative is hereby granted the power and authority to enter upon the premises of the solar farm at any time by coordinating a reasonable time with the operator/owner of the facility. Any person, firm or cooperation who violates, disobeys, omits, neglects, refuses to comply with, or resists enforcement of any of the provisions of this section may face fines of not less than seventy-five dollars (\$75.00) nor more than seven hundred fifty dollars (\$750.00) for each offense. Every day the property remains in non-compliance is considered an additional offence.

CONTRACT FOR LEGAL SERVICES

This is a Contract for Legal Services between the City of LINCOLN, ILLINOIS, an Illinois municipal corporation, and JOHN A. HOBLIT, ESQ., an attorney with a law firm with an office at 419 Pulaski Street, Suite B, Lincoln, Illinois 62656, throughout the duration of this Contract.

Recitals

WHEREAS, legal services are required by the CITY OF LINCOLN; and,

WHEREAS, JOHN A. HOBLIT, ESQ., has agreed to provide such legal services.

NOW, THEREFORE, the parties agree as follows:

1. SERVICES. JOHN A. HOBLIT, ESQ., shall provide legal services to the CITY OF LINCOLN that shall include, but not be limited to:

- Providing legal advice, as directed by the Mayor and/or City Administrator, to guide City policies, decisions, and activities;
- Drafting, reviewing, and interpreting letters, ordinances, contracts, resolutions, policies, and other legal documents under consideration or enacted by the City to assure proper wording, limit the City's liability, assure they comply with applicable laws, and protect the City's interests;
- Attending the City Council meetings and special meetings, when needed, and provide legal and procedural advice as requested. It is contemplated that JOHN A. HOBLIT, ESQ., will attend four (4) meetings per month for a total of approximately twenty-four (24) City Council workshop/COW and approximately twenty-four (24) regular voting meetings, one (1) Liquor Commission meeting, and four (4) to five (5) monthly Tuesday Staff meetings (11:00 a.m. – 12:30 p.m.) during the term of this Contract. In the event it is determined that JOHN A. HOBLIT, ESQ., should be present at more than four (4) meetings per month, the presence of legal counsel at another scheduled meeting may be excused.

- Prosecuting and participating in proceedings for ordinance violations;
- Providing advice, counsel, and representation on City personnel matters; and,
- Analyzing legal trends and developments impacting the City and recommending appropriate City responses.

This Contract shall not cover the following areas of legal services, which shall be above and beyond the normal and customary services provided by JOHN A. HOBLIT, ESQ., to the CITY OF LINCOLN and shall be provided only when a contract has been made between the Mayor and/or City Administrator and JOHN A. HOBLIT, ESQ., to provide such legal services to the CITY OF LINCOLN:

- Negotiations involving collective bargaining between the CITY OF LINCOLN and any exclusive bargaining representatives of City employees;
- Litigation before any state court, federal court, court of claims, or administrative agency pursuant to the Illinois Administrative Review Act;
- Bond issues; and,
- Extraordinary matters deemed to be outside the normal legal services historically provided to the City as determined by the Mayor and the City Council.

Any charges for legal services provided for the above-noted categories that are not included within the normal and customary services provided by JOHN A. HOBLIT, ESQ., to the City shall be billed at an hourly rate of ONE HUNDRED FIFTY DOLLARS (\$150.00), which shall be in addition to the amounts as hereinafter set forth.

2. INDEPENDENT CONTRACTOR. The parties agree that JOHN A. HOBLIT, ESQ., shall be an independent contractor for all purposes in the performance of this Contract. None of JOHN A. HOBLIT, ESQ.'s employees or agents shall be considered employees of the CITY OF LINCOLN. JOHN A. HOBLIT, ESQ., shall be responsible for compliance with all tax, worker's compensation, unemployment insurance, and other applicable laws or regulations pertaining to its employees.

3. INSURANCE. JOHN A. HOBLIT, ESQ., shall maintain, during the term of this Contract, insurance covering worker's compensation, comprehensive general liability, professional liability, and property insurance on its property.

4. COMPENSATION. In exchange for the services provided under this Contract, the CITY OF LINCOLN agrees to pay JOHN A. HOBLIT, ESQ., the sum of NINETY-SIX THOUSAND THREE HUNDRED SEVENTY-SEVEN DOLLARS AND NINETY-THREE CENTS (\$96,377.93). Such compensation shall be paid in monthly installments of EIGHT THOUSAND THIRTY-ONE DOLLARS AND FORTY-NINE CENTS (\$8,031.49) due not later than the date of the first City Council meeting of each month.

The annual retainer fee shall increase by a minimum of four percent (4%) each year remaining on the contract. If the Council were to contemplate a higher annual increase then the annual retainer fee increase to be paid by the CITY OF LINCOLN shall increase in an amount not to exceed the increases granted to City Department Heads and as determined by the City Council on or before May 1 of each year. The compensation will continue to be paid in monthly installments and said monthly installments shall be calculated by dividing the yearly compensation rate by twelve (12).

5. PRIMARY RESPONSIBILITY. The City understands and agrees that the attorney within the JOHN A. HOBLIT, ESQ., FIRM, that will be primarily responsible for the services to be performed hereunder by JOHN A. HOBLIT, ESQ., during the term of this Contract.

6. TERM/TERMINATION. The term of this Contract shall commence as of May 1, 2024, and shall expire at the close of business on April 30, 2028. If either party neglects or fails to perform any of its obligations under this Contract and such failure continues for at least ten (10) days after notice of such failure, the other party shall have the right to terminate the Contract. This Contract may be terminated by either party, for any reason, without requiring cause, upon providing thirty (30) days' written notice to the other.

8. EFFECTIVE DATE. This Contract shall become effective on the commencement date of the Term.

JOHN A. HOBLIT, ESQ.

CITY OF LINCOLN, ILLINOIS

Signature

Signature

John A. Hoblit, Esq.
Printed or Typed Name

Tracy Welch
Printed or Typed Name

Counsel
Title

Mayor
Title

Date

Date

MEMORANDUM

TO: Mayor and City Council Members
FROM: Alderwoman, Rhonda O'Donoghue
MEETING DATE: April 23, 2024
RE: Cannabis Tax Money

Background:

Would like to discuss the distribution of the Cannabis tax money to the police and fire pension funds and to DARE.

Council Recommendation: