


**CITY OF LINCOLN**  
**REGULAR COMMITTEE OF THE WHOLE MEETING**  
**TUESDAY, NOVEMBER 15, 2016 7PM**  
**CITY HALL COUNCIL CHAMBERS**

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Public Participation**
- 4. 2017 Council Meeting and Holiday Schedule**
- 5. Change Orders #1 and #2 – 2016 Sewer Slip Lining Project**
- 6. Amendment to Special Policing Agreement**
- 7. Amendment to the City of Lincoln Policies and Procedures Handbook**
- 8. Dog Park Design Work Order**
- 9. Tourism Discussion**
- 10. Other Discussion**
- 11. Possible Executive Session**
- 12. Adjournment**
- 13. Upcoming Meetings:**
  - Council:** Monday, November 21, 2016 7:00pm
  - Committee of Whole:** Tuesday, November 29, 2016 7:00pm

We welcome the participation of persons with disabilities at all City of Lincoln meetings. If auxiliary aid or service is required for most effective participation and communication, please notify the City Clerk's office at 217-735-2815 or [cityclerk@lincolnil.gov](mailto:cityclerk@lincolnil.gov) no later than 48 hours prior to the meeting time.

MEMORANDUM

**TO:** Mayor and Aldermen of the City of Lincoln  
**FROM:** Clay T. Johnson, City Administrator   
**MEETING**  
**DATE:** November 15, 2016  
**RE:** 2017 Holiday and Meeting Schedule

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Included with this memo is a copy of the proposed 2016 Holiday Schedule and the 2016 Proposed Meeting Schedule for both the Committee of the Whole and City Council. The number of holidays observed in 2017 remain the same.

One Committee of the Whole date, February 28<sup>th</sup>, was removed from the schedule as it conflicts with the day of the primary election.

**COW Recommendation:** After a discussion of next year's meeting dates, place these items for approval on the November 21<sup>st</sup> consent agenda.

**Council Recommendation:** As part of the consent agenda, approve the 2017 Holiday and 2017 Council Meeting Schedules.



# CITY OF LINCOLN, ILLINOIS

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

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

## CITY OF LINCOLN SCHEDULED MEETING DATES FOR 2017 CALENDAR YEAR

### REGULAR CITY COUNCIL MEETINGS @ 7:00 P.M.

January 3, 2017 (2<sup>nd</sup> is Holiday)  
January 17, 2017 (16<sup>th</sup> is Holiday)  
February 6, 2017  
February 21, 2017 (20<sup>th</sup> is Holiday)  
March 6, 2017  
March 20, 2017  
April 3, 2017  
April 17, 2017  
May 1, 2017  
May 15, 2017  
June 5, 2017  
June 19, 2017  
July 3, 2017  
July 17, 2017  
August 7, 2017  
August 21, 2017  
September 5, 2017 (4<sup>th</sup> is Holiday)  
September 18, 2017  
October 2, 2017  
October 16, 2017  
November 6, 2017  
November 20, 2017  
December 4, 2017  
December 18, 2017

### COMMITTEE OF A WHOLE MEETINGS @ 7:00 P.M.

January 10, 2017  
January 24, 2017  
February 14, 2017  
March 14, 2017  
March 28, 2017  
April 11, 2017  
April 25, 2017  
May 9, 2017  
May 23, 2017  
June 13, 2017  
June 27, 2017  
July 11, 2017  
July 25, 2017  
August 15, 2017  
August 29, 2017  
September 12, 2017  
September 26, 2017  
October 10, 2017  
October 24, 2017  
November 14, 2017  
November 28, 2017  
December 12, 2017

REGULAR CITY COUNCIL MEETINGS - 1<sup>ST</sup> & 3<sup>RD</sup> Mondays of each month.

COMMITTEE OF A WHOLE MEETINGS - 2<sup>ND</sup> & 4<sup>TH</sup> Tuesdays of each month.  
If the 1<sup>st</sup> of the month falls on a Tuesday, then meetings would be held on the 3<sup>rd</sup> & 5<sup>th</sup> Tuesdays or as changed by City Council.

(If meeting date falls on a holiday, then it is held the following night as changed by Council).

If any of the above referenced meeting dates are changed, a notice will be sent out, setting forth the new time and date.

Susan K. Gehlbach

### CITY COUNCIL

FIRST WARD  
STEVE PARROTT  
TRACY WELCH

SECOND WARD  
MICHELLE BAUER  
KATHLEEN M. HORN

THIRD WARD  
TODD MOURNING  
JONETTE "JONIE" TIBBS

FOURTH WARD  
JEFF HOINACKI  
MARTHA NEITZEL

CITY OF LINCOLN 2017 HOLIDAYS

JANUARY 2ND	MONDAY	NEW YEAR'S DAY
JANUARY 16TH	MONDAY	MARTIN LUTHER KING DAY
FEBRUARY 13TH	MONDAY	LINCOLN'S BIRTHDAY
FEBRUARY 20TH	MONDAY	PRESIDENT'S DAY
APRIL 14TH	FRIDAY	GOOD FRIDAY
MAY 29TH	MONDAY	MEMORIAL DAY
JULY 4TH	TUESDAY	INDEPENDENCE DAY
SEPTEMBER 4TH	MONDAY	LABOR DAY
OCTOBER 9TH	MONDAY	COLUMBUS DAY
NOVEMBER 10TH	FRIDAY	VETERAN'S DAY
NOVEMBER 23RD	THURSDAY	THANKSGIVING DAY
NOVEMBER 24TH	FRIDAY	DAY AFTER THANKSGIVING
DECEMBER 25TH	MONDAY	CHRISTMAS

SUSAN K. GEHLBACH  
CITY CLERK

## MEMORANDUM

**TO:** Mayor and Aldermen of the City of Lincoln

**FROM:** Tim Ferguson, Wastewater Treatment Manager

**MEETING**

**DATE:** November 15, 2016

**RE:** Change Order #2 for CIPP Project

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### Background

This summer, the City of Lincoln contracted with Hoerr Construction to install approximately 6000 feet of Cured in Place Pipe in selected areas of the City.

The project was substantially completed in mid-September.

### Analysis/Discussion

The project went very well, overall. Hoerr took great care to minimize disruptions to the residents of Lincoln and only a few concerns were relayed to us.

There are two issues that are still outstanding. One being the true up of actual work completed compared to the Engineer's Estimate on the project. Please see the breakdown from Justin Reeise, from Farnsworth Group, on the actual footage that were installed. The total pipe lined was less than expected, as well as, a lower number of service connections that were reinstated. However, we ended up having an additional 5 protruding taps that required cutting prior to installing the liner. This brought the total contract value above the base bid amount.

The second issue came about after the liner was installed. Right before the liner was inserted, a section of clay pipe collapsed and was lined over by Hoerr without knowing. There is now a piece of clay pipe restricting the flow. This is the responsibility of Hoerr to remove. The method of removal would have them remotely grind the chunk out and re-line a small section, without performing any excavation. However, the section of pipe that failed, which is the City's responsibility, is in badly need of repair due to the collapse. There is a line item in the bid for point repairs, priced at \$9200 each. We were able to renegotiate a lower price with Hoerr to correct both issues with a time and

material price not to exceed \$7000. Replacing the collapsed section will address all issues regarding the restricted flow and bad section of pipe.

**Financial**

Change order #2 will address these two issues and have a cost of not to exceed \$8167.08. The Sewer O&M Fund has adequate funds to cover the extra expense. This will allow to close out the project.

**COW Recommendation**

**Recommend approval of Change Order #2 in an amount of not to exceed \$8167.08**

**Council Recommendation:**

**Approve Change Order #2.**

### Original Contract Amount

The Construction contract as awarded included the following:

- Unscheduled Protruding Tap Cut Outs – 6 (Estimated)
- Unscheduled Point Repair – 1 (Estimated)
- CIPP Lining - 6015 LF (8"-18")
- Service Lateral Connections – 152 services
- Total Contract Amount - \$178,835.00

### Change Order #1

Change Order #1 was executed to eliminate the lining of a section of sewer between Lincoln and Jefferson (Sheet C7) and add in a section of sewer lining on Broadway Street. Change Order #1 modified the Contract as follows:

- Reduced the Plan CIPP Footage by 8 LF to 6007 LF
- Increased the Plan Service Lateral Connection by 2 to 154 services
- Reduced the Construction Contract Amount by \$24.40 to \$178,810.60

### Installed Quantities to Date:

- CIPP Lining - 5991.3 LF (8"-18") – Sewer Lining Completed
- Service Lateral Connections – 117 Service Connections Completed
- Protruding Tap Cut Outs – 6
- Unscheduled Point Repair – 1
- \$178,502.08 (332.92 Under Awarded Amount)

### Change Order #2

Change Order #2 needed to address additional scope items including a 2<sup>nd</sup> point repair and additional unscheduled cutting of protruding taps.

- Additional Protruding Taps – 5 @ \$300 EA = \$1,500.00
- Additional Point Repair – Not to Exceed \$7,000. (Negotiated with Hoerr and reduced from \$9,200 bid price)

Additional Scope Item Costs for Change Order #2: Not to exceed \$8,167.08 (\$8,500.00 less the remaining amount awarded)

# Change Order

No. 2

Date of Issuance: 11/14/16

Effective Date: 11/14/2016

Project: LINCOLN, ILLINOIS – SEWER LINING	Owner: City of Lincoln	Owner's Contract No.:
Contract: SEWER LINING		Date of Contract:
Contractor: Hoerr Construction		Engineer's Project No.:

**The Contract Documents are modified as follows upon execution of this Change Order:**

**Description:**

5 additional protruding tap cut-outs at the bid unit price

1 additional point repair at the negotiated T&M price not to exceed \$7,000

**Attachments (list documents supporting change):**

See Attached Sheets

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$ 178,835.00

[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1:

\$ 24.40

Contract Price prior to this Change Order:

\$ 178,810.60

[Increase] [Decrease] of this Change Order:

\$ 8,167.08

Contract Price incorporating this Change

\$ 186,977.68

Original Contract Times:  Working  Calendar days

Substantial completion (days or date): 60

Ready for final payment (days or date): 75

[Increase] [Decrease] from previously approved Change Orders

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (days or date): 60

Ready for final payment (days or date): 75

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): 60

Ready for final payment (days or date): 75

RECOMMENDED:

By: \_\_\_\_\_  
Engineer (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized)

Date: \_\_\_\_\_

Approved by Funding Agency (if applicable):

N/A

Date:

## **Change Order Instructions**

### **A. GENERAL INFORMATION**

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

### **B. COMPLETING THE CHANGE ORDER FORM**


Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

## MEMORANDUM

**TO:** Mayor and Aldermen of the City of Lincoln

**FROM:** Clay T. Johnson, City Administrator 

**MEETING**

**DATE:** November 15, 2016

**RE:** Amendment to Special Police Services Agreement

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### Background

In July 2015, the Council approved a template agreement which allows Lincoln police officers to serve on details for private/non-city functions. The agreement also stipulated a fee for utilizing the officers to be paid to the City. The established fee was created to cover the cost of overtime the City would incur for providing the off-duty detail.

More recently, Lincoln College has expressed a desire to enter into such an agreement for police services. Their counsel had some suggestions for the agreement, which Mr. Bates has reviewed and believe make the agreement more equitable for the party undertaking the agreement and does not expose the city additionally. A copy of the original and revised agreements are included in your materials for reference.

### Analysis/Discussion

The vast majority of the changes provide clarity to provisions which were originally vague. This pertains to Sections 2 of the agreement regarding the compensation of the officer and how the payment would be rendered. Section 3.1 is new language that specifies that the officer is an independent contractor of the College.

The indemnity clauses were also revised as the original agreement held the City harmless in almost all cases. This agreement narrows that indemnification to only acts of the police. Cancellation language remains the same as the previous agreement.

Both Mr. Bates and Chief Adams are comfortable with the new language and recommend that this agreement become the standard form for the special police services. We will likely strike or amend the school language specified in Section 3.5 unless it is applicable.

### Fiscal Impact

The fiscal impact remains the same as when the previous agreement was formed. As you may recall, \$47.00 per hour does not cover all officers' fees for overtime as it was calculated on a range between the top and bottom hourly overtime rates within the department

### COW Recommendation

Place this revised language on the Council's November 21<sup>st</sup> meeting agenda for consideration.

### Council Recommendation

Approve the language as recommended and authorize the revised language to serve as the basis of the Special Police Services Agreement moving forward.

## AGREEMENT FOR SPECIAL POLICE SERVICES

This Agreement is made this \_\_\_\_\_ day of November, 2016, by and between the City of Lincoln, Illinois Police Department (a department of the City of Lincoln, Illinois) ("City"), 911 Pekin Street, Lincoln Illinois, 62526 and Lincoln College ("College"), 300 Keokuk Street, Lincoln, Illinois 62656.

### WITNESSETH

WHEREAS, College and City each desire to enter into this Agreement for Special Police Services ("Agreement") for their mutual benefit; and

WHEREAS, College recognizes that City's police force is primarily employed by City and each party to this Agreement recognizes that the employment of police officers imposes unusual restraints and responsibilities on the parties.

NOW THEREFORE, in consideration of these promises and the mutual considerations and promises hereinafter set forth and for other good and valuable consideration, the parties agree as follows:

#### 1. SERVICES TO BE PROVIDED

1.1 City agrees to provide College with police/law enforcement services that are in addition to those services generally provided to the public.

1.2 The police/law enforcement services shall be provided as follows:

**Date(s) of Service**

Beginning Date: \_\_\_\_\_ Ending Date: \_\_\_\_\_

**Hours To Be Worked**

From: \_\_\_\_\_ a.m./p.m. To: \_\_\_\_\_ a.m./p.m.

Total Hours: \_\_\_\_\_

**Marked Squad Car(s) Requested:**

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, number of squad cars \_\_\_\_\_

**Location of Services:**

**Type of Services To Be Provided:**

## 2. FEES/PAYMENT

2.1 The charge for hiring a police officer shall be \$47.00 per hour, per officer (includes squad car if requested). City shall receive a minimum of two (2) hours pay for each officer assigned.

2.2 College shall pay City within thirty (30) days from the date of the billing invoice. Invoices not paid within thirty (30) days from the date of the billing shall be subject to a 1.5% monthly finance charge.

2.3 City shall be solely responsible for paying the police officer(s) through its payroll and for making all customary deductions and withholdings.

## 3. OBLIGATIONS OF CITY

3.1 City (including its police officers) is an independent contractor. Neither City nor its police officers will be employees, agents, partners, or joint venturers of the College. The police officers will use their own knowledge, skill, and experience in the performance of their services, and they will not be supervised by College. City's police officers who are assigned to College's property shall be considered "on duty" and subject to the direction and control of City.

3.2 City's police officers shall perform the duties assigned in a professional manner within the highest standards of the profession.

3.3 City's police officers shall comply with all laws, ordinances, codes, rules, regulations and licensing requirements, whether federal, state or local.

3.4 City shall indemnify and hold College harmless for all claims, suits, costs, debts, liens, damages, judgments, penalties, fees, and liabilities arising out of the intentionally tortuous, wrongful, or criminal acts of its police officers.

3.5 If City (including its police officers) has access to the education records of College's students, then City shall limit its employees' access to the records to those persons for whom access is essential to the performance of this Agreement. City shall not disclose student education records or personally identifiable information to other parties. At all times City shall comply with the terms of the Family Educational Rights and Privacy Act of 1974 ("FERPA") in all respects.

## 4. OBLIGATIONS OF THE COLLEGE

4.1 College shall indemnify and hold City harmless from all claims, suits, costs, debts, liens, damages, judgments, penalties, fees, and liabilities arising out of the negligent acts of the police.

## 5. CANCELLATION

5.1 City and College acknowledge that, on occasion, a particular date or time where special police services have been contracted, a City police officer may be unable to provide the service due to personnel shortage, emergency situations or exigent circumstances. City agrees to notify College, whenever possible, in advance within a reasonable period of time, should such a situation arise. City shall not bill College for any hours of services that are not provided.

5.2 College may cancel this Agreement with at least seventy-two (72) hours advance notice. If College fails to provide timely notice of cancellation, then College shall pay City for the agreed-upon services.

## 6. MISCELLANEOUS TERMS

### 6.1 Notices.

Any notices required by this Agreement shall (a) be made in writing and be given by hand delivery, fax, e-mail, or certified mail, return receipt requested, with adequate postage prepaid; and (b) be deemed given when hand delivered, faxed, e-mailed, or, if mailed, five (5) days after mailing or when the certified mail receipt for such mail is executed, whichever is earlier (regardless of whether the certified mail receipt indicates actual delivery or failure of delivery). For purposes of this Agreement, notices shall be served on the parties at the addresses, faxes, and/or e-mail addresses provided below.

### 6.2 Entire Agreement; Modification.

This Agreement constitutes the entire understanding of the parties hereto and supersedes any and all prior or contemporaneous representations or agreements, whether written or oral, between the parties, and cannot be changed or modified unless in writing signed by the parties hereto.

### 6.3 Non-Waiver.

No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement

### 6.4 Non-Assignable.

This Agreement is not assignable but shall be binding upon the heirs, administrators, personal representatives, successors, and assigns of both parties.

### 6.5 Applicable Law.

This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Illinois.

6.6 Valid Document.

A duly signed copy of this Agreement transmitted by fax or e-mail shall be construed as valid and enforceable as an original document.

6.7 Survival.

The following Sections, as applicable, shall survive the expiration or termination of this Agreement: 3.4, 3.5, 4.1 and 6.5.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first mentioned above.

LINCOLN COLLEGE  
300 Keokuk Street  
Lincoln, Illinois 62656  
Telephone No.: 217. \_\_\_\_\_.  
E-Mail: \_\_\_\_\_

CITY OF LINCOLN ILLINOIS  
POLICE DEPARTMENT  
911 Pekin Street  
Lincoln, Illinois 62656  
Telephone No.: 217. \_\_\_\_\_.  
E-Mail: \_\_\_\_\_

By: \_\_\_\_\_ (signature)  
Its authorized agent

By: \_\_\_\_\_ (signature)  
Its authorized agent

By: \_\_\_\_\_ (print name)

By: \_\_\_\_\_ (print name)

# Agreement for Special Police Services

THIS AGREEMENT is entered into between the City of Lincoln, hereafter known as Lincoln,

And:

\_\_\_\_\_  
Name of Contact and Group Name

Address:

Telephone Number: \_\_\_\_\_

hereafter known as Client.

IN CONSIDERATION of mutual promises contained herein, the parties agree as follows;

1. Lincoln shall provide client with the services of a City of Lincoln Police Officer to patrol Client's property on the dates and times listed at the bottom of this AGREEMENT with the understanding that there is a 2 hour minimum charge.
2. Client agrees to pay Lincoln within thirty (30) days of the billing. There will be a finance charge applied if not paid within thirty (30) days. The current hourly rate for special police service is \$ \_\_\_\_\_. For every five (5) officers there must be one (1) supervisor
3. Client shall be given the option of having a marked Lincoln squad at the event. Client will pay for an additional thirty (30) minutes to allow for travel time to and from the event if a Lincoln squad is required. The rate will be as listed above.
4. Client and Lincoln acknowledge that, on occasion, a particular date or time where special police services have been contracted, a City of Lincoln Police Officer may be unable to provide the service due to personnel shortage, emergency situations or exigent circumstances. Lincoln agrees to notify Client, whenever possible, in advance within a reasonable period of time, should such a situation arise, and not bill the Client for any hours of services that were not provided. Client agrees to hold Lincoln harmless from any and all liability which may arise should such an occasion occur.
5. Client acknowledges that any City of Lincoln Police Officer assigned to Client's property will be considered on duty and subject to the direction and control of the City of Lincoln Police Department.
6. Client agrees to hold Lincoln harmless from any and all liability.
7. This agreement is subject to change without notice to Client.

Due to the need for scheduling additional officers, this agreement cannot be altered or cancelled by the Client less than seventy-two (72) hours prior to the effective date of this agreement. In the event of cancellation, in all or part, the Client will be responsible for the costs of contracted services.

Effective Date of Agreement \_\_\_\_\_  
Date of Event

Termination Date of Agreement \_\_\_\_\_  
Date of Event and Ending Time

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2014 \_\_\_\_\_  
Chief of Police


Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2014 \_\_\_\_\_  
Client

\*\*\*\*\*  
\*\*\*\*\*

Please list the location of events, dates, beginning and ending times, type of event, estimated number of people attending, number of officers requested and describe the duties you are requesting the officers perform.

## MEMORANDUM

**TO:** Mayor and Aldermen of the City of Lincoln

**FROM:** Clay T. Johnson, City Administrator 

**MEETING**

**DATE:** November 15, 2016

**RE:** Amendment to City of Lincoln Policies and Procedures Handbook

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### Background

On May 18, 2016, the Department of Labor issued its “Final Rule” regarding changes to the Fair Labor Standards Act (FLSA) which revises the overtime rules to include employees who were previously not eligible to receive overtime. FLSA, for purposes of this discussion, defines two broad classes of employees – those who are exempt, and those who are not. Generally speaking, exempt employees are salaried employees who either supervise other employees or demonstrate a significant amount of decision making while on the job. These employees are not eligible for overtime. Non-exempt employees are typically paid by the hour and do not have a supervisory role. Non-exempt employees are eligible to receive overtime for hours worked in excess of forty hours per week.

What has changed the definition of exempt and non-exempt is the increasing of the “standard salary and compensation levels” to a much higher threshold. Under the new guidelines, employees who receive less than \$47,476 annually are considered non-exempt, regardless of supervisory status, etc. The new compensation level was determined by the Department of Labor using the 40<sup>th</sup> percentile of the lowest wage census region, the South. The new rule is scheduled to take effect on December 1, 2016.

### Analysis/Discussion

The impact to the City is not as drastic as one may think. The new regulations do not require that all employees be compensated at the new amount. It also does not mean that anyone who is not paid at the new level be paid an hourly wage. Our most significant impact is the extension of overtime benefits to all employees who make less than \$47,476 annually.

To try to save on overtime payments going forward, we are requesting that the Council amend the personnel rules to allow all newly non-exempt employees to receive compensatory time in lieu of automatic overtime payments. “Comp time” would be accrued at the same rate as overtime – 1.5 hours per hour worked. The employee can choose whether to document hours worked in excess of 40 hours per week as overtime or compensatory time. The compensatory time could be banked in an amount not to exceed 40 hours a year. Suggested language for the inclusion of compensatory time in the policies and procedures handbook is as follows:

#### Compensatory Time – Nonexempt Employees

*Compensatory time off in lieu of immediate overtime pay in cash will be calculated at the rate of one and one-half (1½) hours for each hour of overtime worked. Each department head will be responsible for tracking and maintaining an accurate time log reflecting the accumulation of compensatory time. The log will also reflect the use of compensatory time by the employee.*

*Utilization of compensatory time at the request of the employee will not be unreasonably denied if operational requirements are not adversely affected and shall be subject to Employer approval.*

*The maximum compensatory time which may be accrued by the employee shall not exceed forty (40) hours per calendar year. Once an employee exceeds forty (40) accumulated hours, the additional overtime will be compensated in the prescribed method as all overtime payments as described in these personnel rules. Payment for accrued compensatory time shall only occur upon the termination of an employee and shall be calculated at the employee's final rate of payment.*

The language recommended closely mirrors the compensatory time language in the three collective bargaining contracts. Using standard language helps to ensure equity across departments. Each department head would be tasked to maintain a log of their employees' accumulated overtime/compensatory time.

#### *Fiscal Impact*

The extension of overtime to a new class of employees may affect our overtime budgets going forward. In essence, the new regulations only effects four non-union employees as union employees currently receive compensatory time as prescribed their agreements. While the impact may not be significant, it is incumbent upon each department to adhere to appropriate work hours and only extend opportunities for overtime if necessary. By allowing these employees to utilize compensatory time, the City fairly compensates these employees and saves on personnel costs.

#### *COW Recommendation*

Place this language on the Council's November 21<sup>st</sup> meeting agenda for consideration.

#### *Council Recommendation*

Review the recommended language and offer any input as needed. If language is satisfactory, by motion vote amend the City of Lincoln Policy and Procedures Handbook to include a provision of non-exempt employee compensatory time.



UNITED STATES DEPARTMENT OF LABOR

# Overtime Final Rule and State and Local Governments

**State and local governments:** The Fair Labor Standards Act ("FLSA") has long applied to state and local governments. The FLSA and the Department's regulations, however, contain some unique provisions applicable only to public sector workers, notably the permitted use of compensatory time off, under certain conditions. These provisions will help state and local governments adapt to the overtime final rule.

**Overtime Final Rule:** The Department of Labor's final overtime rule updates the salary level required for the executive, administrative, and professional ("white collar") exemption to ensure that the FLSA's intended overtime protections are fully implemented, and it provides greater clarity for white collar workers and their employers, including for state and local governments. The rule also will lead to better work-life balance for many workers, and it can benefit employers by increasing productivity and reducing turnover.

The final rule updates the salary threshold under which most white collar workers are entitled to overtime to equal the 40th percentile of weekly earnings of full-time salaried workers in the lowest wage Census region, currently the South. The final rule raises the salary threshold from \$455 a week (\$23,660 for a full-year worker) to \$913 a week (\$47,476 for a full-year worker) effective December 1, 2016.

## The FLSA and State and Local Governments

Neither the FLSA nor the Department's regulations provide a blanket exemption from overtime requirements for state and local governments, nor for public sector workers. However, the FLSA contains several provisions unique to state and local governments, including compensatory time ("comp time").

**Comp time:** Pursuant to an agreement with employees or their representatives, state or local government agencies may arrange for their employees to earn comp time instead of cash payment for overtime hours. Any comp time arrangement must be established pursuant to the applicable provisions of a collective bargaining agreement, memorandum of understanding, any other agreement between the public agency and representatives of overtime-protected employees, or an agreement or understanding arrived at between the employer and employee before the performance of the work. This agreement may be evidenced by a notice to the employee that compensatory time off will be given in lieu of overtime pay (for example, providing the employee a copy of the personnel regulations). The comp time must be provided at a rate of one-and-one-half hours for each overtime hour worked. For example, for most state government employees, if they work 44 hours in a single workweek (4 hours of overtime), they would be entitled to 6 hours (1.5 times 4 hours) of compensatory time off. When used, the comp time is paid at the regular rate of pay.

Most state and local government employees may accrue up to 240 hours of comp time. Law enforcement, fire protection, and emergency response personnel, as well as employees engaged in seasonal activities (such as employees processing state tax returns) may accrue up to 480 hours of comp time. An employee must be permitted to use comp time on the date requested unless doing so would "unduly disrupt" the operations of the agency.

**Fire and police small-agency exemption:** The FLSA also provides an exemption from overtime protection for fire protection or law enforcement employees, if they are employed by an agency that employs fewer than five fire protection or law enforcement employees, respectively.

“Work periods” rather than “workweeks” for fire protection or law enforcement employees: Employees engaged in fire protection or law enforcement may be paid overtime on a “work period” basis, rather than the usual 40-hour workweek of the FLSA. A “work period” may be from 7 consecutive days to 28 consecutive days in length. Overtime compensation is required when an employee’s hours worked in the work period exceed the maximum hours outlined in a formula in the Department’s regulations. For example, for a law enforcement employee who works a 14-day work period, the Department’s regulations provide that she must receive overtime compensation after working 86 hours in the work period. See FLSA [Fact Sheet #7](#) and [Fact Sheet #8](#) for more information.

#### **Impact Is Limited by Other Rules and Exemptions:**

Many employees of state and city governments won’t be affected by the final rule:

- *Hourly workers:* The new threshold will have no impact on the pay of workers paid hourly. Generally, all hourly workers—including those employed by state and local government—are entitled to overtime pay or comp time regardless of how much they make if they work more than 40 hours. Nothing in the new rule changes that.
- *Workers with regular workweeks of 40 or fewer hours:* To the extent that many salaried white-collar staff in state and local government have office jobs where they work no more than 40 hours, the changes to the overtime rules will have no effect on their pay. Additionally, for law enforcement and fire protection employees who regularly work hours that conform to the longer work periods permitted for such employees, the changes will also not impact their pay.
- *Workers who fail the duties test:* Salaried workers who do not primarily perform executive, administrative, or professional duties are not eligible for the white collar overtime exemption and therefore are not affected by the final rule. Those employees already should be getting paid overtime for any hours they work over 40 in one week (or the applicable work period maximum for fire protection and law enforcement employees), as long as comp time is not available.
- *Highly compensated workers:* White collar workers who fail the standard duties test but are “highly compensated”—earn more than \$134,004 in a year—are almost all ineligible for overtime under

the highly compensated employee exemption, which has a minimal duties test. This exemption would cover some high-level managers in state and local government. (You can see more information on HCE duties in WHD [Fact Sheet #17H](#).)

- *Police and fire employees in small agencies:* Fire protection or law enforcement employees in public agencies with fewer than five fire protection or law enforcement employees respectively will continue to be exempt from overtime.
- *Elected officials, their policymaking appointees, and their personal staff and legal advisors who are not subject to civil service laws:* These state and local government employees are not covered by the FLSA and will not be impacted by the rule.
- *Legislative branch employees who are not subject to civil service laws:* These state and local government employees are not covered by the FLSA and will not be impacted by the rule.
- *Public employees who have a comp time arrangement:* By agreement, public sector employers can satisfy their overtime obligation by providing comp time rather than paying a cash overtime premium. State and local government employers may continue to use comp time to satisfy their overtime obligations to employees who have not accrued the maximum number of comp time hours.

### **State and Local Government Employers Have Discretion to Choose Between Several Options for Complying with the Final Rule**

The Department does not dictate what option employers should use to comply with the revised regulations. In fact, many options are available to employers for complying with the new salary threshold. These options include:

- *Raise salaries:* For workers whose salaries are close to the new threshold and who pass the duties test, employers may choose to raise these workers’ salaries to meet the new threshold and maintain their exempt status.
- *Pay overtime above a salary:* State and local government employers also can continue to pay newly-eligible employees a salary and pay overtime, or provide comp time for overtime hours in excess of 40 per week. The law does **not** require that newly overtime-eligible workers be converted to hourly pay status. This approach works for employees who


usually do not work overtime, but have occasional “spikes” or periods that require overtime hours. State and local government employers can either plan and budget the extra pay during those periods or provide comp time.

- o For an employee who works a fixed schedule that rarely varies, the employer may simply keep a record of the schedule and indicate the number of hours the worker actually worked only when the worker varies from the schedule.
- o For an employee with a flexible schedule, an employer does not need to require an employee to sign in each time she starts and stops work. The employer must keep an accurate record of the number of daily hours worked by the employee.

So an employer could allow an employee to just provide the total number of hours she worked each day, including the number of overtime hours, by the end of each pay period.

- *Evaluate and realign employee workload:* Employers can limit the need for employees to work overtime by ensuring that workloads are distributed to reduce overtime, that staffing levels are appropriate for the workload, and that workers are managing their time well.
- *Utilize comp time:* State and local government employers—unlike private sector employers—can provide comp time rather than cash overtime payments in appropriate circumstances.

## MEMORANDUM

**TO:** Mayor and Aldermen of the City of Lincoln  
**FROM:** Clay T. Johnson, City Administrator   
**MEETING**  
**DATE:** November 15, 2016  
**RE:** **Dog Park Design Work Order**

---

### Background

The presentation by the citizen group desiring the construction of a dog park led to a lengthy discussion from with the Council about the logistics concerning such a feature's location and operation. Dog parks are quality of life features that many people find beneficial. With that said, it is difficult to run a dog park on a break-even cost basis from memberships etc. Therefore, it must be understood that the dog park is a public benefit which is not offset by collection of fees.

Where the conversation ended was centered around two questions – should the City be responsible for the cost of building and maintaining a dog park, and where should it be located.

### Analysis/Discussion

To answer the latter question posed, Farnsworth Group has proposed a scope of work for the design of a dog park based in three locations: 1) 8<sup>th</sup> Street (former hospital site, 2) Melrose Park, and 3) 3<sup>rd</sup> Street (site of city street garage). Farnsworth's scope includes the visits to the sites, design, input from the City, and cut sheets for products to be included. The design could help the Council decide the final location for a dog park, should the City Council choose to move forward with its installation.

### Fiscal Impact

Farnsworth has quoted a cost of \$5,500 for the design of all three areas. Reducing the number of locations or scope will reduce that cost. While it is not specifically budgeted, the funds could be paid from the Capital Project Fund. The Council can also choose to have the citizen group raise funds for design.

### COW Recommendation

The first step in this discussion is determining the possible location of a future dog park. The design could indicate what site presents the best option of the three presented. The Council should then decide who will be responsible for costs of design and/or construction. If the Council wishes to move forward with the cost at its expense, place the work order on the agenda for November 21<sup>st</sup>.

### Council Recommendation

Approve Work Order #9 for the design of a Lincoln Dog Park at a cost of \$5,500 to be paid from the Capital Project Fund.

## **WORK ORDER No. 9**

This Work Order #9 describes certain services to be performed by Farnsworth Group, Inc. ("ENGINEER") in accordance with the terms and conditions of that certain Master Services Agreement dated January 21, 2015, between the City of Lincoln ("CITY"), an Illinois municipality having its offices at City Hall, 700 Broadway St., Lincoln, IL 62656 and ENGINEER, located at 7707 N. Knoxville Avenue, Suite 200, Peoria, IL 61614.

### **SERVICES:**

Services Topic: Conceptual design services of three (3) potential locations for a City dog park. Specific scope and locations are shown on Attachment A.

Objective of Services: Provide conceptual design documents for a dog park at three (3) locations within the City of Lincoln.

Activities to be performed: Site visits, sketches, drawings, opinion of construction costs, and meetings.

Type and Description of Materials to be developed/provided: Conceptual Drawings

### **TIMELINE:**

Commencement Date: 11/21/16

Days Necessary to Complete: 2.0 Months

Completion Date: 01/21/2017

### **COMPENSATION:**

Payment schedule: Monthly invoices.

Total Fee: A time and material fee, not to exceed \$5,500.

### **INVOICING:**

All invoices submitted under this Work Order should be sent to the following address and should reference City Dog Park - Conceptual Design Services:

City of Lincoln  
Attn: Clay Johnson, City Administrator  
700 Broadway St.  
Lincoln, IL 62656

ENGINEER and CITY agree that the referenced Agreement and this Work Order are the complete and exclusive statement of the agreement between the parties, superseding all other proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. In the event of any conflicts between this Work Order and the Agreement, the terms of the Agreement shall prevail. This Work Order shall be effective on the date the second of the two parties hereto signs below.

ENGINEER

CITY

\_\_\_\_\_

\_\_\_\_\_

Signature

Signature

Gary W. Davis  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Printed or Typed Name

Printed or Typed Name

Principal  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Title

Title

\_\_\_\_\_

\_\_\_\_\_

Date

Date



## ATTACHMENT A Work Order No. 9

### SCOPE OF SERVICES

1. Visit and Review each site. Document a visual inventory of existing site improvements.
2. Prepare rough sketches for each site.
3. Review sketches with the client for comment and input.
4. Prepare final drawings in 3D for client use.
5. Prepare cost estimates for each site.
6. Provide product example cut sheets for proposed products.
7. Present final package to the client.



3<sup>rd</sup> Street Garage Site

© 2016 Google

Google earth


Imagery Date: 4/12/2016 40°08'41.89" N, 99°22'03.35" W elev: 590 ft view alt: 980 ft





## MEMORANDUM

**TO:** Mayor and Aldermen of the City of Lincoln

**FROM:** Clay T. Johnson, City Administrator 

**MEETING**

**DATE:** November 15, 2016

**RE:** **Logan County Tourism Bureau Discussion**

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### Background

Over the course of the past year, the City has entered into funding agreements with the Logan County Tourism Bureau for the use of the city established Hotel/Motel Tax. There have been several iterations of that agreement since which provides approximately 85% of the Hotel/Motel Tax to the Tourism Bureau. This totals about \$154,000 per year. Since the departure of the previous executive director, the state of Logan County tourism has been in flux. The City Council has expressed a desire for an increased accountability of the Hotel/Motel Tax funds, and the dissolution of The Logan County Alliance has forced the Tourism Bureau to discuss the loss of shared service costs and potentially a new location of their office. A working group of Tourism, City, and County representatives have discussed the future of Tourism and researched possibilities for moving forward.

We are now at a critical point for Tourism's operational purposes. The Tourism Bureau must apply for grant funding by the end of the month, which will require them to state whether or not they are a non-profit organization or a government entity. A representative of the Office of Tourism has also requested that the Bureau move to have an executive director in place as soon as possible for training purposes. This has been stalled due to the working group conversations and places the position in a state of uncertainty as the funding agreement with the Bureau ends at the end of the year.

### Analysis/Discussion

The first and most crucial discussion at this juncture is whether or not the City Council wishes to bring a Tourism function into the City organization. In our discussion with the Office of Tourism this can be achieved should the Council wish to go that direction. Creating a Bureau can be done one of two ways: 1) The City can create a new Convention and Visitors Bureau which will act in the interest of tourism for the entirety of Logan County. 2) The City could also have the 501(c)(3) transferred to it which would require aldermanic representation on the non-profit's board of directors. Moving in this direction would retain Tourism's status as a "bureau," making it eligible for state grant funds. If the Council was not concerned with the Bureau designation, it could create a tourism commission and tourism director as a department head similar to any other department of the City. Ordinances creating that position are included with your materials.

The Council could also allow the Tourism Bureau to operate independently and continue funding it as a "pass-through" organization for the Hotel/Motel Tax generated funds. Under its current by-laws the Tourism Bureau board would remain with the same representation in its membership.

There are advantages to both sides of this discussion. If the Tourism Bureau became a part of the City:

- Operational costs could be reduced by utilizing the Depot property as its home rent free/for the cost of utilities, utilizing current city staffing for bookkeeping, payroll, accounts payable, etc.;
- Savings realized could help to increase the director's salary, and as part of the City, the position could be extended benefits such as health insurance and IMRF retirement;
- The City would have more direct oversight of the Tourism operation

Advantages to an independent bureau:

- Reducing the perception that the Tourism function only serves to benefit Lincoln;
- The organization can have city representation but be less impacted by political sways from government oversight;
- Less complexity in the short term (i.e. less effort to set up a new organization, etc.)

The most significant disadvantage of an independent bureau is that they would have increased costs of operation as they would incur additional personnel and overhead costs. A disadvantage to the City is that it is not as common to have a municipality operate a tourism function internally.

Some Tourism Council members have requested that the organization be allowed to run for a year independently, which would allow the organization to stabilize itself and provide time for the Depot to be completed as a potential new home. At the end of that period, if the City chooses to absorb the tourism function, it can choose to do so.

From the beginning of this discussion, we have made it clear to the working group that it was never the intent of the City to stop promoting functions and attractions outside of the City of Lincoln regardless of the final outcome. Policies should be created, whatever the outcome, to ensure that the hotel/motel tax funds support Logan County activities which are eligible.

### **Fiscal Impact**

The revenues generated from the tax are likely unchanged from the decision in the short term, but if tourism efforts have greater impact, then revenues should increase. To that end, a well-functioning Tourism Bureau is key. Bringing the operation in-house could save on operational costs and allow for greater stability in the director position by offering a higher salary and benefits.

### **COW Recommendation**

The Council should have a discussion about the best way to move forward with the Tourism Bureau and place that action on the Council's agenda for November 21<sup>st</sup>. Delaying that decision could cause the Bureau to miss out on grant funding and further delay the hiring of a director.

### **Council Recommendation**

Provide direction to the staff on how to approach the Tourism function by motion vote on November 21<sup>st</sup>.

ORDINANCE NO. \_\_\_\_\_

ORDINANCE CREATING THE POSITION OF TOURISM DIRECTOR OF THE CITY OF  
LINCOLN BY ADDING TITLE 1, CHAPTER 25

WHEREAS, the City of Lincoln is a municipal corporation situated in Logan County, Illinois; and,

WHEREAS, the City Code of the City of Lincoln, specifically Title 1, governs the appointed employment positions of the City of Lincoln; and,

WHEREAS, the City of Lincoln wishes to create the position of a Tourism Director by adding Title 1, Chapter 25 to the City Code of the City of Lincoln; and,

WHEREAS, the City Council of the City of Lincoln believes that the general job description and duties of the Tourism Director of the City of Lincoln should be further outlined in the Lincoln City Code in Title 1, Chapter 25; and,

WHEREAS, the City Council believes it is in the best interest of the citizens of Lincoln, Logan County, Illinois, that the position of Tourism Director of the City of Lincoln be created.

NOW, THEREFORE, the City Council of the City of Lincoln, Logan County, Illinois, does hereby amend the City Code in the following regards:

1. That Title 1, Chapter 25 is hereby created as follows:

"1-25-1: Creation of Office.

There is hereby created the office of Tourism Director, an administrative office of the city.

1-21-2: Appointment of Tourism Director.

(a) The Tourism Director shall be appointed by the Mayor by and with the advice and consent of the city council. The Tourism Director shall be chosen by the Mayor and said choice shall be considered by the council solely on the basis of the individual's executive and administrative qualifications with special reference to actual experience in or knowledge of accepted practice in respect to the duties of his office hereinafter set forth and specific professional education for, actual experience in, and knowledge of accepted practice in respect to the position. Such requirements and qualifications are hereby declared to be of a nature as to require technical training or knowledge.

(b) During the absence or disability of the Tourism Director, the Mayor, with the advice and the consent of the city council, may designate some properly qualified person to act as Tourism Director pro tempore to perform the duties of the office.

1-21-3: Residency requirement.

The Tourism Director shall become a resident of the city within one year following the date of appointment, unless this requirement is specifically waived or varied by ordinance or by contract authorized by the city council, and entered into with the Tourism Director, covering the terms and conditions of residency.

1-21-4: Tenure of office.

(a) The term of the office of the Tourism Director shall be not shorter than for one year nor longer than the term of the mayor appointing the Tourism Director. The Tourism Director may resign from office or may be removed therefrom only in such manner as is provided by the statutes of the state pertaining to the resignation or the removal of the appointed officers.

(b) Appointment may be terminated by the Tourism Director upon 30 days' written notice to the Mayor and the city council prior to such termination. This section shall not preclude the city council from establishing other employment terms and conditions not inconsistent with the provisions of this chapter or this Code.

1-21-5: Bond and oath.

(a) Before entering upon the duties of his office, the city administrator shall furnish a surety bond in the amount of \$5,000.00 to be approved by the city council, said bond to be conditioned on the faithful performance of the Tourism Director's duties. The premium of the bond shall be paid by the city.

(b) Before entering upon the duties of his office, the Tourism Director shall take and subscribe the oath prescribed by the statutes of the state in such case provided.

1-21-6: Compensation.

The Tourism Director shall receive compensation in such amount and manner as the council shall fix from time to time.

1-21-7: Authority and duties.

The Tourism Director, subject to the limitations defined in resolutions and ordinances of the city and state statutes, shall report directly to the city administrator, shall be responsible to the mayor and the city council for the proper directing and coordinating of the tourism activities of the City, pursuant to the statutes of the state, the ordinances of the City, and the resolutions, motions, and directives of the corporate authorities with powers and duties as follows:

(1) *General duties.*

- a. Prepare and maintain agendas and minutes for meetings of the Tourism Commission.
- b. Serve as staff liaison to the Tourism Commission and provide guidance, recommendations on issues of tourism policy and procedures.
- c. Act on actions taken by the Tourism Commission or the city council.
- d. Lead efforts for recruiting volunteers to assist with tourism events or functions.
- e. Negotiate contracts that involve or impact the Tourism Department.
- f. Submit Annual Grant Application to the State of Illinois and submit any regular reporting documentation in compliance with such grant requirements.
- g. Attend public functions to represent the Tourism Department or tourism efforts of the City of Lincoln or Logan County and its constituent municipalities.
- h. Complete other duties as assigned by the Mayor and/or City Administrator.

(2) *Responsibilities to the city council.*

a. Attend all meetings of the city council and be present for all discussions, unless excused by the mayor or a majority vote of the city council, but in no case shall the Tourism Director have the right to vote. Assist the mayor and the city council as required in the performance of their duties.

b. Keep the mayor and the city council regularly informed about the activities of the Tourism Director's office by oral or written report at regular and special meetings of the city council.

c. Prepare an annual budget for city council approval and work to ensure that the department is managed with fiscal responsibility.

1-21-8: Officers not to interfere with appointments or removals.

No officer of the city shall dictate the appointment of any person to, or removal from, office by the Tourism Director or by any of the Director's subordinates.

1-21-9: City council.

The term "city council," whenever used herein, refers to the entire city council, sitting as one body, and not to the individual members thereof. No individual member of the city council shall have any direct authority over the Tourism Director.

1-21-10: Amendment.

The terms of this division may only be amended, waived or varied by city council ordinance or by a contract authorized by the city council, and entered into with the Tourism Director, covering the terms and conditions of this division."

2. That should any clause, sentence, or paragraph of the above-noted Ordinance be declared invalid by any Court of competent jurisdiction, such invalidity shall not effect any other portion of said Ordinance.

3. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

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

Alderman Parrott	_____	Alderwoman Tibbs	_____
Alderman Hoefle	_____	Alderman Welch	_____
Alderman Hoinacki	_____	Alderman Mourning	_____
Alderwoman Horn	_____	Alderwoman Bauer	_____

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstentions: \_\_\_\_\_

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF LINCOLN

BY: \_\_\_\_\_

Martha Neitzel, Mayor  
City of Lincoln, Logan  
County, Illinois

ATTEST: \_\_\_\_\_ (SEAL)

City Clerk, City of Lincoln,  
Logan County, Illinois

ORDINANCE NO. \_\_\_\_\_

ORDINANCE CREATING THE TOURISM COMMISSION  
WITHIN THE CITY OF LINCOLN, ILLINOIS

WHEREAS, the City of Lincoln is a municipal corporation situated in Logan County, Illinois; and,

WHEREAS, the City Council of the City of Lincoln believes that a new chapter should be added to the City Code of the City of Lincoln to create a Tourism Commission within the City of Lincoln; and,

WHEREAS, the City of Lincoln is desirous of undertaking its own tourism activities and has established the office of Tourism Director to that end; and,

WHEREAS, the Tourism Commission would provide guidance and assistance to the Tourism Director and make recommendations to the City Council of the city of Lincoln; and,

WHEREAS, the City Council believes it is in the best interest of the citizens of Lincoln, Logan County, Illinois, that the City Code of the City of Lincoln be amended to create a Tourism Commission within the City of Lincoln, Illinois.

NOW, THEREFORE, the City Council of the City of Lincoln, Logan County, Illinois, does hereby amend the City Code in the following regards:

1. That Chapter 11 of Title 2 is hereby created as follows:

"2-11: TOURISM COMMISSION

2-10-1: Purpose and scope of chapter:

The purpose of this ordinance is to promote Tourism in the City of Lincoln and to provide a mechanism to assist the Tourism Director in the perform of his/her duties.

2-10-2: Composition of Tourism Commission:

The Lincoln Tourism Commission shall consist of seven (7) voting members, residents of Logan County or shall be affiliated with Logan County tourist attractions, festivals, events, or such associated businesses. All members shall be appointed by the Mayor and approved by the City Council.

2-10-3: Qualifications:

The members shall be appointed on the basis of expertise, experience, or interest in the area of tourism and encouraging the same in the City of Lincoln, Illinois.

2-10-4: Terms:

Members of the Commission shall be appointed for terms of four (4) years. Of those members first taking office, two (2) shall be appointed for one (1) year, two (2) for two (2) years, and three (3) for four (4) years. No members shall serve more than two (2) successive four-year terms. The mayor can remove members of the commission for cause following a public hearing. Vacancies shall be filled for the unexpired term only. Members shall serve without compensation.

2-10-5: Officers:

Officers shall consist of a chairman, vice-chairman, and a secretary elected by the Tourism Commission who shall serve a term of one (1) year and shall be eligible for re-election, but no members shall serve as an officer for more than two (2) consecutive years. The chairman shall preside over meetings. In the absence of the chairman, the vice-chairman shall perform the duties of the chairman. If both are absent, a temporary chairman shall be elected by those present. The secretary to the Tourism Commission shall have the following duties:

1. Take minutes of each Tourism Commission meeting;

2. Be responsible for publication and distribution of copies of the minutes, reports, and decisions of the Tourism commission to the members of the Tourism Commission;

3. Give notice as provided herein or by law for all public hearings conducted by the Tourism Commission;

4. Advise the Mayor of vacancies on the Tourism Commission and expiring terms of members; and

5. Prepare and submit to the City Council a complete record of the proceedings before the Tourism Commission on any matter requiring Council consideration.

2-10-6: Meetings:

A quorum shall consist of a majority of the members. All decisions or actions of the Tourism Commission shall be made by a majority vote of those members present and voting at any meeting where a quorum exists. Meetings shall be held at regularly scheduled times to be established by resolution of the Commission at the beginning of each calendar year or at any time upon the call of the Chairman. There shall be a minimum of four (4) meetings per year.

No member of the Tourism commission shall vote on any matter that may materially or apparently affect the property, income or business interest of that member. The Chairman, and in his absence the acting Chairman, may administer oaths and compel the attendance of witnesses. All meetings of the Tourism Commission shall be open to the public. The Tourism Commission shall keep minutes of its proceedings, showing the vote, indicating such fact, and shall keep records if its examinations and other official actions, all of which shall be immediately filed in the office of the Tourism Commission and shall be a public record.

2-10-9: Powers and Duties:

1. To adopt its own procedural regulations;
2. Discuss and create policies and procedures to

effectively enhance tourism functions and operations;  
3. Provide clear direction to the Tourism Director;

4. Create policy and procedures related to the implementation of the Tourism Mini-Grant program;

2-10-10: Applications for Grants:

Any person, group of persons or association, may apply to the Lincoln Tourism Commission for grant consideration. Applications for grants are available from the City Clerk's office. Completed applications shall be filed at the City Clerk's office. Persons wishing guidance or advice prior to completing an application may contact a member of the Tourism Commission. At a minimum, the application shall include the following:

NEED TO DESCRIBE WHAT SHOULD BE IN THE APPLICATION

2-10-11: Appeals:

When a Grant is approved or denied, the applicant or any interested party may, within thirty (30) days, appeal the Commission's decision to the City Council, in writing. The Council may receive comments on the contents of the record but no new matter may be considered by the Council. The City Council may affirm the decision or recommend changes by a majority vote of the Council after due consideration of the facts contained in the record submitted to the Council by the Commission. The Council may overturn the Commission's decision by a majority vote of a quorum of the Council.

2-10-12: Fees:

The Tourism Commission may establish an appropriate system of processing fees for the review of grant applications."

2. That should any clause, sentence, or paragraph of the above-noted Ordinance be declared invalid by any Court of competent jurisdiction, such invalidity shall not affect any other portion of said Ordinance.

3. That this Ordinance shall be to retroactive to its pas-  
sage, approval, and publication in pamphlet form as provided by law  
on April 1, 2013.

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

Alderman Parrott	_____	Alderwoman Tibbs	_____
Alderwoman Bauer	_____	Alderman Welch	_____
Alderman Hoinacki	_____	Alderman Mourning	_____
Alderwoman Horn	_____	Alderman Hoefle	_____

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstentions: \_\_\_\_\_

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF LINCOLN,

BY: \_\_\_\_\_

Martha Neitzel, Mayor  
City of Lincoln, Logan  
County, Illinois

ATTEST: \_\_\_\_\_ (SEAL)  
City Clerk, City of Lincoln,  
Logan County, Illinois