

CITY OF LINCOLN
REGULAR COMMITTEE OF THE WHOLE MEETING
TUESDAY, NOVEMBER 28, 2017
CITY HALL COUNCIL CHAMBERS
7:00PM

AGENDA

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Public Participation**
- 4. Discussion on recruitment for the City Administrator position.**
- 5. Discussion on Lincoln Park District requests.**
- 6. 2018 Health Insurance Renewal (R.W. Garrett Agency).**
- 7. 2018 Liability Insurance Renewal (Arthur J. Gallagher Risk Management Service, Inc.).**
- 8. Resolution _ : Abating the Tax Levied for 2017 to Pay Debt Service on \$2,285,000 in General Obligation Bonds (Alternative Revenue Source, Series 2014).**
- 9. Resolution _ : Abating the Tax Levied for 2017 to Pay Debt Service on \$5,285,000 in General Obligation Bonds (Alternative Revenue Source, Series 2014).**
- 10. Ordinance _ : Approving Tax Levy for Tax Year 2017.**
- 11. Ordinance _ : Authorizing the Issuance of General Obligation Bonds (Alternate Revenue Source).**
- 12. Discussion on communications tower and radio equipment at new Police Station.**
- 13. Discussion on Change Order regarding 2017 Annual Sidewalk Program (Kinney Contractors, Inc.).**
- 14. Discussion on consultant invoices for new Municipal Services Building and Motor Fuel Tax Services.**
- 15. Discussion on professional services agreement for Preliminary Engineering on Jefferson Street Bridge (Farnsworth).**
- 16. Discussion on professional services agreement for Miscellaneous Engineering Services (Farnsworth).**
- 17. Discussion on settlement agreement for Kevin Logan v. City of Lincoln.**
- 18. Other Discussion**

19. Possible Executive Session

20. Adjournment

21. Upcoming Meetings:

City Council: Tuesday, December 4, 2017 at 7:00pm

Committee of Whole: Tuesday, December 12, 2017 at 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@lincoln.il.gov no later than 48 hours prior to the meeting time.

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Bob Mahrt, Interim City Administrator

MEETING

DATE: November 28, 2017

RE: Discussion on recruitment for the City Administrator position.

Background: On September 5, 2017, the City Council approved an agreement for Interim City Administrator Services with GovTempsUSA following the resignation of Clay Johnson on August 25, 2017. The agreement established an initial term of approximately three months (September 11, 2017-December 15, 2017) for an assigned employee, with the option of extending the contract up to an additional three months (March 9, 2018).

The Committee of the Whole had discussed the advertisement for the City Administrator position on the October 24, 2017 and on the November 14, 2017 agendas. At that time, the Committee of the Whole had made a preliminary determination to utilize a consultant based recruitment process.

City Administration had reached out to GovHRUSA regarding a proposal for the City Administrator recruitment and selection process. Katy Rush, Vice President of GovHRUSA is to attend the meeting to provide additional information on the potential services to be provided. (A copy of the proposal is attached for City Council review).

Fiscal Impact: The proposal for recruitment and selection process includes a Recruitment Fee of \$13,000; Recruitment Expenses (not to exceed) \$4,000; and Advertising up to \$2,000.

Committee of the Whole Recommendation: It is recommended that the Committee of the Whole discuss the recruitment and selection process for the City Administrator position and place the item on the City Council Regular Agenda for December 4, 2017.

City Council Recommendation: It is recommended that the City Council adopt the proposal from GovHRUSA regarding the recruitment and selection process for the City Administrator position.



November 15, 2017

Mayor Seth Goodman
City of Lincoln
700 Broadway Street
Lincoln, IL 62656

Dear Mayor Goodman and City Council members.:

Thank you for the opportunity to provide you with a proposal for the City Administrator recruitment and selection process for the City of Lincoln. GovHR USA ("GovHR") prides itself on a tailored, personal approach to executive recruitment and selection, able to adapt to your specific requirements for the position.

Qualifications and Experience

GovHR is a public management consulting firm serving municipal clients and other public sector entities on a national basis. Our headquarters offices are in Northbrook, Illinois. We are a certified Female Business Enterprise in the State of Illinois, and work exclusively in the public sector. GovHR offers customized executive recruitment services and completes other management studies and consulting projects for communities. Please note the following key qualifications of our firm:

- Since our establishment in 2009, our consultants have conducted hundreds of recruitments in 24 states, with an increase in business of at least 30% each year. Twenty-eight (28%) of our clients are repeat clients, the best indicator of satisfaction with our services.
- Surveys of our clients show that 94% rate their overall experience with our firm as *Outstanding*, and indicate that they plan to use our services or highly recommend us in the future.
- Our state of the art processes, including extensive use of social media for candidate outreach and skype interviews with potential finalist candidates, ensure a successful recruitment for your organization.
- Our high quality, thorough Recruitment Brochure reflects the knowledge we will have about your community and your organization, and will provide important information to potential candidates.
- We provide a two-year guarantee for our recruitments. Less than 1% of our clients have had to invoke the guarantee.
- The firm has a total of twenty-two consultants, both generalists and specialists (public safety, public works, finance, parks, etc.), who are based in Arizona, Florida, Illinois, Indiana, Michigan, and Wisconsin, as well as five reference specialists and eight support staff.

Our consultants are experienced executive recruiters who have conducted over 600 recruitments, working with cities, counties, special districts and other governmental entities of all sizes throughout the country. In addition, we have held leadership positions within local government, giving us an understanding of the complexities and challenges facing today's public sector leaders.

GovHR is led by Heidi Voorhees, President, and Joellen Earl, Chief Executive Officer. Ms. Voorhees previously spent 8 years with the nationally recognized public sector consulting firm, The PAR Group, and

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Local: 847.380.3240 Fax: 866.401.3100 GovHRUSA.com

EXECUTIVE RECRUITMENT • INTERIM STAFFING • MANAGEMENT AND HUMAN RESOURCE CONSULTING

was President of The PAR Group from 2006 – 2009. Ms. Voorhees has conducted more than 250 recruitments in her management consulting career, with many of her clients repeat clients, attesting to the high quality of work performed for them. In addition to her 12 years of executive recruitment and management consulting experience, Ms. Voorhees has 19 years of local government leadership and management service, with ten years as the Village Manager for the Village of Wilmette. Ms. Earl is a seasoned manager, with expertise in public sector human resources management. She has held positions from Human Resources Director and Administrative Services Director to Assistant Town Manager and Assistant County Manager. Ms. Earl has worked in forms of government ranging from Open Town Meeting to Council-Manager and has supervised all municipal and county departments ranging from Public Safety and Public Works to Mental Health and Social Services.

Consultant Assigned

GovHR Vice President Katy Rush will be responsible for your recruitment and selection process. Her biography is attached to this Proposal and her contact information is:

Katy Rush
Vice President
GovHR USA LLC
630 Dundee Road, Suite 130
Northbrook, IL 60062
Telephone: 630.432.2677
Facsimile 866.401.3100
KRush@GovHRusa.com

A complete list of GovHR's clients is available on our website at www.govhrusa.com

References

The following references can speak to the quality of service provided by GovHR:

Lindenhurst, IL (Village Administrator, 2017) – Katherine Rush

Mayor Dominic Marturano
2301 East Sand Lake Road
Lindenhurst, IL 60046
847-356-8252
dominic.marturano@gmail.com

Lake Bluff, IL

(Assistant to the Village Administrator, 2016)

(Village Engineer, 2015)

(Chief of Police, 2013)

Drew Irvin, Village Administrator
40 East Center Ave.
Lake Bluff, IL 60044
847-234-0774
dirvin@lakebluff.org

Hanover Park, IL

(Village Manager, 2012)

(Director of Public Works, 2014)

(Director of Finance, 2015)

(Chief Information Officer, 2015)
(Human Resources Director, 2016)

Juliana Maller
Village Manager
2121 West Lake Street
Hanover Park, IL 60133
630-823-5608
jmaller@hpiil.org

Scope of Work

A typical recruitment and selection process takes approximately 175 hours to conduct. At least 50 hours of this time is administrative, including advertisement placement, reference interviews, and due diligence on candidates. We believe our experience and ability to professionally administer your recruitment will provide you with a diverse pool of highly qualified candidates for your position. GovHR clients are informed of the progress of a recruitment throughout the entire process. We are always available by mobile phone or email should you have a question or need information about the recruitment.

GovHR suggests the following approach to your recruitment, subject to your requests for modification:

Phase I – Position Assessment, Position Announcement and Brochure Development

Phase I will include the following steps:

- One-on-one or group interviews will be conducted with elected officials, appointed officials, staff, business community representatives and any other stakeholders identified by the client to develop our Recruitment Brochure. The Proposal assumes up to two full days and one night depending upon the client's needs. We can also utilize email and surveys to obtain feedback from stakeholder groups. Previous clients have invited community leaders to meetings with our consultants; other clients have developed surveys for the community or organization; and some clients request we use a combination of these methods to fully understand community and organizational needs and expectations for the next City Administrator. We will work closely with you on the format that best meets your needs.
- Development of a **Position Announcement**.
- Development of a detailed **Recruitment Brochure** for your review and approval.
- Agreement on a detailed **Recruitment Timetable** – a typical recruitment takes 90 days from the time you sign the contract until you are ready to appoint the finalist candidate.

Phase II – Advertising, Candidate Recruitment and Outreach

We make extensive use of social media as well as traditional outreach methods to ensure a diverse and highly qualified pool of candidates. In addition, our website is well known in the local government industry – we typically have 5,000 visits to our website each month. Finally, we develop a database customized to your recruitment and can do an email blast to thousands of potential candidates.

Phase II will include the following steps:

- Placement of the Position Announcement in appropriate professional online publications. In addition to public sector publications and websites, outreach will include LinkedIn and other private sector resources. We can provide the Council with a list of where we intend to place the position announcement, if requested.

- The development of a database of potential candidates from across the country unique to the position and to the City of Lincoln, focusing on the leadership and management skills identified in Phase I as well as size of organization, and experience in addressing challenges and opportunities also outlined in Phase I. This database can range from several hundred to thousands of names depending on the parameters established for the outreach. Outreach will be done in person, and through e-mail and telephone contacts. GovHR consultants have extensive knowledge of the municipal government industry and will personally identify and contact potential candidates. With more than 600 collective years of municipal and consulting experience among our consultants, we often have inside knowledge about candidates.

Phase III – Candidate Evaluation and Screening

Phase III will include the following steps:

- Review and evaluation of candidates' credentials considering the criteria outlined in the Recruitment Brochure.

Candidates will be interviewed by skype or facetime to fully grasp their qualifications, experience and interpersonal skills. The interviews include asking specific questions about their experiences and skill sets as well as asking questions specific to the Position. We will ask follow up questions and probe specific areas. By utilizing skype or facetime we will have an assessment of their verbal skills and their level of energy for and interest in the position.

- Formal and informal references and an internet/social media search of each candidate will be conducted to further verify candidates' abilities, work ethic, management and leadership skills, analytical skills, interpersonal skills, ability to interact with the media, and any areas identified for improvement.
- All résumés will be acknowledged and contacts and inquiries from candidates will be personally handled by GovHR, ensuring that the City of Lincoln's process is professional and well regarded by all who participate.

Phase IV – Presentation of Recommended Candidates

Phase IV will include the following steps:

- GovHR will prepare a Recruitment Report that presents the credentials of those candidates most qualified for the position. You will advise us of the number of reports you will need for the individuals involved in this phase of the recruitment and selection process. We provide a binder which contains the candidate's cover letter and résumé. In addition, we prepare a "mini" résumé for each candidate, so that each candidate's credentials are presented in a uniform way. GovHR will provide you with a log of all candidates who applied. You may also review all the résumés, if requested.
- GovHR will meet with you on-site to review the Recruitment Report and expand upon the information provided. The report will arrive two to three days in advance of the meeting, giving you the opportunity to fully review it. In addition to the written report, we will spend 2 to 3 hours discussing the candidates by reviewing their skype interviews and providing excerpts from the references we will have conducted on the individuals.

Phase V –Interviewing Process

Phase V will include the following steps:

- After the Recruitment Report is presented, the Interviewing Process will be finalized including the discussion of any specific components you deem appropriate, such as a writing sample or oral presentation.
- GovHR will develop the first and second round interview questions for your review and comment. GovHR will provide you with interview books that include the credentials each candidate submits, a set of questions with room for interviewers to make notes, and evaluation sheets to assist interviewers in assessing the candidate's skills and abilities.
- GovHR will work with you to develop an interview schedule for the candidates, coordinating travel and accommodations. In addition to a structured interview with the City, the schedule will incorporate a tour of Lincoln facilities and interviews with senior staff, if the City so desires.
- Once candidates for interview are selected, additional references will be contacted, along with verification of educational credentials, criminal court, credit, and motor vehicle and records checks.
- GovHR recommends a two-step interviewing process with (typically) five or six candidates interviewed in the first round. Following this round, we strongly suggest that two or three candidates are selected for second round interviews. Again, we will prepare a second round of interview questions and an evaluation sheet.
- GovHR consultants will be present for all the interviews, serving as a resource and facilitator.

Phase VI – Appointment of Candidate

- GovHR will assist you as much as you request with the salary and benefit negotiations and drafting of an employment agreement, if appropriate.
- GovHR will notify all applicants of the final appointment, providing professional background information on the successful candidate.

Optional Assessment Center

If desired, GovHR will perform an Assessment Center for candidates selected for interview as part of the selection process. An Assessment Center is a very useful tool for evaluating the strengths, weaknesses and skills and abilities of Lincoln's next City Administrator. GovHR consultants will prepare all the related documents and scoring sheets for a choice of any of three (3) of the following exercises to be completed on the Assessment Center day:

- In-Basket Exercise
- Written/Oral Presentation Exercise
- Leaderless Group Exercise
- Structured Interview
- Budget Analysis Exercise
- Personnel Issues Exercise
- Other exercise of the Client's choosing

Leadership/Personality Assessments

GovHR has experience working with a wide variety of leadership and personality assessment tools, depending on the qualities and experiences the client is seeking in their candidates. These include but are not limited to Luminaspark, Caliper, DISC and others. Typically these tools cost \$300 per candidate to administer. This fee is not included in our proposal.

Optional 360° Evaluation

As a service to the City of Lincoln, we offer the option to provide you with a proposal for a 360° performance evaluation for the appointed City Administrator at about six months into his or her employment. This evaluation will include seeking feedback from both Elected Officials and Department Directors, along with any other constituent the City feels would be relevant and beneficial. This input will be obtained on a confidential basis with comments known only to the consultant. If you are interested in this option, GovHR USA will prepare a proposal for this service.

Recruitment Schedule

A detailed recruitment schedule will be provided in Phase I. The recruitment and selection process typically takes 90 days from the time the contract is signed until the candidate is appointed. We can work with you on a shorter process, should you so desire.

Our typical recruitment process includes the following milestones and deliverables:

- Weeks 1 - 2 On-site interviews of City officials and staff, development and approval of recruitment brochure
Deliverable: recruitment brochure
- Weeks 3 - 8 Placement of professional announcements; candidate identification, screening, interview and evaluation by consultant
- Week 9 Consultant recommendation to Council of qualified candidates
Deliverable: recruitment report
- Week 10 Selection of candidate finalists by the Council; additional background and reference checks, report preparation and presentation
Deliverable: interview reports including suggested questions and evaluation sheets
- Weeks 11-12 Interviews of selected finalist candidates; Council recommendation of final candidate; negotiation, offer, acceptance and appointment

Summary of Costs	Price
Recruitment Fee:	\$13,000
Recruitment Expenses: (not to exceed)	4,000
<ul style="list-style-type: none"> ➤ Expenses include consultant travel, postage/shipping, telephone, support services, candidate due diligence efforts, copying etc. 	

Advertising: *Advertising costs over \$2,000 will be placed only with client approval. If less than \$2,000, Client is billed only for actual cost.	2,000*
Total:	\$19,000**

****This fee does not include travel and accommodations for candidates interviewed. Recruitment brochures are produced as electronic files. Printed brochures can be provided, if requested, for an additional cost of \$900.**

The above cost proposal is predicated on four consultant visits to the client; the first for the recruitment brochure interview process (up to two full days and one night, depending upon the client's needs; if additional days are needed they will be billed at \$500 per half day and \$950 for a full day, plus additional hotel charges, if required); the second to present recommended candidates; and the third and fourth for the candidate interview process (second round interviews are often scheduled a week or so following the first round interviews). Any additional consultant visits requested by the client will be billed at \$125/hour, \$500 for a half day and \$950 for a full day. The additional visits may also result in an increase in the travel expenses and those expenses will be billed to the client.

Optional Assessment Center Fee: \$6,000*

*The fee for the Assessment Center is \$6,000. The fee assumes that the Assessment Center will be held on one day and be limited to no more than five candidates. For each additional candidate, the fee will increase by \$750.

The fee includes the preparation and cost of the Assessment Center material, and a written report outlining the findings of the Assessment Center as reported by the Assessors. We will assist the City of Lincoln in selecting three (3) professionals from outside the organization to serve as Assessors in evaluating each candidate's strengths and weaknesses. The City will be responsible for paying a \$500 stipend to each Assessor (and possibly mileage for the assessors).

The Assessment Center fee does not include lodging, travel and meal expenses for the GovHR facilitator(s) to be on-site for the Assessment Center. Actual expenses will be billed in addition to the \$6,000. If the City of Lincoln chooses to add the Assessment Center option, the fees and expenses for this will be billed separately.

Payment for Fees and Services

Professional fees and expenses will be invoiced as follows:

1st Payment: 1/3 of the Recruitment Fee (invoice sent upon acceptance of our proposal).

2nd Payment: 1/3 of the Recruitment Fee and expenses incurred to date (invoice sent following the recommendation of candidates).

Final Payment: 1/3 of the Recruitment Fee and all remaining expenses (invoice sent after recruitment is completed).

Recruitment expenses and the costs for printing the Recruitment Brochure will be itemized in detail. Payment of invoices is due within thirty (30) days of receipt (unless the client advises that its normal payment procedures require 60 days.)

Philosophy

Executive search is an important decision-making process for a community and our primary goal is to help our client to make a good decision. Our firm's executive recruitment philosophy embraces a professional process of integrity, trust, and respect toward all parties involved, and complete commitment toward meeting the expressed needs and desires of our client. All of our services are handled by principals of the firm who have established and well-regarded reputations in the search field, as well as actual operating experience in the public management fields in which they now consult. Each has impeccable professional credentials and unblemished personal reputations. Keeping both our client and prospective candidates informed on the status of the recruitment on a regular basis is also an important part of our recruitment process. Our work is carried out in an open manner with particular attention given toward seeking out critical factors of a client's organization and governance, and utilizing such information respectfully and discreetly in seeking out candidates who truly have the ability to meet the expectations and needs of the client—working strenuously in developing a fully qualified, "best match" candidate pool for client consideration. Our process includes assistance in the critical final interview and selection phases of the recruitment, and availability to both client and candidate for months following the appointment. Our process was developed and refined over the years to meet the special, and often unique, needs and circumstances facing our local government, public management, and related not-for-profit clients.

GovHR Guarantee

It is the policy of GovHR to assist our clients until an acceptable candidate is appointed to the position. Therefore, no additional professional fee would be incurred should the Client not make a selection from the initial group of recommended candidates and request additional candidates be developed for interview consideration. Additional reimbursable expenses may be incurred should the situation require consultant travel to Lincoln beyond the planned four visits.

Upon appointment of a candidate, GovHR provides the following guarantee: should the selected and appointed candidate, at the request of the City or the employee's own determination, leave the employ of the City within the first 24 months of appointment, we will, if desired, conduct one additional recruitment for the cost of expenses and announcements only, if requested to do so within six months of the employee's departure.

In addition, in accordance with the policy of our firm as well as established ethics in the executive search industry, we will not actively recruit the placed employees for a period of five years.

Why Choose GovHR?

We ask you to consider the following as you deliberate:

- We are a leader in the field of local government recruitment and selection with experience in more than 24 states, in communities ranging in population from 1,000 to 1,000,000. More than 28% of our clients are repeat clients showing a high level of satisfaction with our work. We encourage you to call any of our previous clients.
- We are committed to bringing a diverse pool of candidates to your recruitment process. We network extensively with state, city and county management associations, attending more than 20 state and national conferences each year. In addition, we support and attend the meetings of Women Leading Government, the International Hispanic Network, the California Network of Asian Public Administrators, and the National Forum for Black Public Administrators.

- We conduct comprehensive due diligence on candidates. Before we recommend a candidate to you, we will have interviewed them via Skype, conducted reference calls, and media and social media searches. Our knowledge of local government ensures that we can ask probing questions that will verify their expertise.
- We are your partners in this important process. You are welcome to review all the resumes we receive and we will share our honest assessment of the candidates.
- Our goal is your complete satisfaction. We are committed to working with you until you find the candidate that is the best fit for your position.

We believe we have provided you with a comprehensive proposal; however, if you would like a service that you do not see in our proposal, please let us know. We can most likely accommodate your request.

This proposal will remain in effect for a period of six months from the date of the proposal. We look forward to working with you on this recruitment and selection process!

Sincerely,



Heidi J. Voorhees
President
GovHR USA

Attachment: Consultant Biography

ACCEPTED BY THE CITY OF LINCOLN, ILLINOIS

BY: _____

TITLE: _____

CONSULTANT BIOGRAPHY

KATHLEEN F. RUSH **Vice President**

Kathleen F. Rush has over 30 years experience as a local government management professional including Woodridge and Riverside, Illinois. She is known for her extensive professional network. From 2009 until 2017, Ms. Rush served as the Village Administrator in Woodridge, a progressive, vibrant, diverse community in south central DuPage County. During her tenure in Woodridge, Ms. Rush was responsible for an approximate \$44.5 million budget and 126 full-time employees. During her tenure in Woodridge intergovernmental cooperation and regional service arrangements were initiated. Technology improvements, including a new phone system and a new Enterprise Resource System solution was initiated and implemented. The use of social media as a key tool for community engagement advanced. There was an improved commitment to infrastructure including the streets and water system. She participated extensively at a leadership level in regional and County-wide agencies ensuring the implications of decisions were considered during decision making.

Ms. Rush served as the Village Manager in Riverside, Illinois (a national historic landmark) from 1998 to 2009. Riverside is a unique, small town with a high demand for resident service and attention to historic preservation. Designed by Frederick Law Olmsted, designer of Central Park, NY, the Village of Riverside presented a unique set of challenges and projects. The community is known for its significant amount of open space, distinctive zoning and curvilinear streets. The community retains its historic character that essentially has been unchanged since 1879. The community is part of the National Park Service inventory of designated landmarks. During her tenure, financial challenges provided a great deal of experience. Capital project financing, operational reductions and increased service demands were a focus. Significant water, street, sewer, forestry projects were completed. Significant grant funding assisted in the financial undertakings. In Riverside, Ms. Rush was supervised both parks/recreation and fire services as well as other typical Village operations.

Prior to serving in the Manager's role in Riverside, Ms. Rush did serve as the Assistant Village Administrator in Woodridge where she was responsible for human resources, information technology, purchasing, agenda management, community relations, special events and Village Board support. She served as the acting Director of Public Works and served as the project manager during the construction of a new Village Hall.

Ms. Rush holds a Bachelor of Science degree in Political Science and a graduate degree in Public Administration from Northern Illinois University. She has served in various leadership roles in professional and civic associations including serving as President of the Illinois City/County Manager's Association, President of the Illinois Municipal Management Assistants Association, and Chairperson of the Intergovernmental Risk Management Agency. Ms. Rush presently serves as a Board member and treasurer for the DuPage Credit Union as well as serving on the Board of Directors for the DuPage Federation on Human Services Reform. She has recently completed a term on the Board of Advisors for the Northern Illinois University division of Public Administration. She was selected as the ASPA Administrator of the Year in 2014.

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Bob Mahrt, Interim City Administrator

MEETING

DATE: November 28, 2017

RE: Discussion on Lincoln Park District requests.

Background: On September 26, 2017, John Andrews, Lincoln Park District Executive Director, addressed the City Council and raised concerns regarding the 1965 Ordinance by the City of Lincoln for the functions of the Playground and Recreation Commission be relinquished to the Lincoln Park District, reduced funding for the annual Fourth of July Fireworks Celebration, and sewer charges for the Aquatic Center. (Copies of correspondence from John Andrews and Ordinance No. #123 adopted on December 6, 1965 are attached for City Council review).

The parks within the City of Lincoln include:

<u>OWNER</u>	<u>PARK</u>	<u>MAINTENANCE</u>
City of Lincoln	Veterans Park	Lincoln Street Department
City of Lincoln	JC's Park	Lincoln Street Department
City of Lincoln	Melrose Park	Lincoln Park District
City of Lincoln	Ray White Park	Lincoln Park District
City of Lincoln	Postville Park	Lincoln Park District
City of Lincoln	Lincoln Futbol Club Soccer Complex	Lincoln Futbol Club
Lincoln Park District	Lehn & Fink Ballfield	Lincoln Park District
Lincoln Park District	Exchange Club Park	Lincoln Park District
Lincoln Park District	Memorial Park	Lincoln Park District
Logan County	Latham Park	Logan County
Logan County	Scully Park	Logan County
State of Illinois	Postville Court House	Lincoln Street Department

Ownership and maintenance of parks and open space within the City of Lincoln is a unique situation and will likely require on-going cooperation to meet the community's recreation needs.

Items for Further Discussion:

- 1) The City Council may consider researching park land lease agreements within the Central Illinois region for comparison and best practices.
- 2) The City Council may consider researching pool filling meters and/or sewer waivers within the Central Illinois region for specific governmental entities with swimming pools open and accessible to the general public.

- 3) The City Council may evaluate its policies on outside agency donations to fund tourism, recreation and economic development activities. .

Fiscal Impact: No anticipated cost associated with continued discussion on Lincoln Park District concerns.

Committee of the Whole Recommendation: It is recommended that the Committee of the Whole discuss concerns raised by the Lincoln Park District and provide direction and/or requests for additional information to City Staff.

City Council Recommendation: It is recommended that the City Council take action on the items following review and further direction from the Committee of the Whole.

1

LEASE AGREEMENT

THIS LEASE AGREEMENT is made in duplicate at Lincoln, Illinois, as of the 1st day of MARCH, 2010, (herein defined as "Execution Date") between the CITY OF LINCOLN, an Illinois municipal corporation located in Logan County, Illinois, hereinafter referred to as "Lessor", and LINCOLN FUTBOL CLUB, an Illinois corporation with its principal office at 1275 2300th Avenue, Kenney, Illinois 61749, hereinafter referred to as "Lessee".

I. RECITALS AND REPRESENTATIONS:

A. Lessor holds record title to certain unimproved real estate which is legally described as:

Part of the Southwest Quarter of Section 26 and part of the Northwest Quarter of Section 35, all in Township 20 North, Range 3 West of the Third Principal Meridian in Logan County, Illinois, said part being further described as follows:

Commencing at a brass disk at the center of the said Section 26; thence South 01° 05' 42" East along the East line of the Southwest Quarter of the said Section 26 a distance of 661.48 feet to the Southeast corner of the North Half of the North Half of the Southwest Quarter of said Section 26; thence South 01° 07' 31" East along the East line of the Southwest Quarter of said Section 26 a distance of 659.77 feet to the Southeast corner of the Northeast Quarter of the Southwest Quarter of said Section 26; thence South 01° 09' 22" East along the East line of the Southwest Quarter of said Section 26 a distance of 503.11 feet to the point of beginning; thence continuing South 01° 09' 22" East along said East line a distance of 820.47 feet to the Southeast corner of the Southwest Quarter of said Section 26; thence South 00° 51' 30" East along the East line of the Northwest Quarter of said Section 35 a distance of 473.49 feet to a point on the abandoned North right of way line of Illinois Central Railroad; thence North 58° 03' 46" West along the said North right of way line a distance of 1569.15 feet to a point on the West line of the Southeast Quarter of the Southwest Quarter of said Section 26; thence North 01° 01' 16" West along the said West line of the Southeast Quarter of the Southwest Quarter of said Section 26 a

2. My second area of concern is the Fourth of July fireworks celebration. Costs for this event used to be shared by the city and the park district, but I was informed that since the Heritage Day's celebration ended years ago, a decision was made to end the city's donation to the fireworks celebration. That left the park district to come up with the full amount of \$9,000 for the last 11 years to keep the event going. This is one of the largest events in Lincoln with between 3,500 and 4,000 spectators. I am looking for the city to help fund this event so we can continue to make the 4th a wonderful celebration. The \$9,000 that we contribute purchases about 20 to 25 minutes of fireworks. As you know everything costs more each year and the show will only get shorter if we don't receive help with this event. Placing this item back in your budget would greatly help not only the park district but also extend and improve the show. I'm thinking if we could both put \$7,000 towards the event then this would certainly improve the length and quality of the show. It would lower our cost a bit and would show the community that we are working together.

3. Thirdly, last but not least deals with our Aquatic center and your sewerage department. Needless to say the pool is an important part of recreation for the community during the summer months, we had over 13,000 guests last summer. We offer swim lessons, pool parties and have let the high school and the college use our pool when there was no other pool available. Unfortunately the pool is not a money maker for any community and we are no exception. However little the savings I am always looking to cut expenditures. The area that I am addressing would be the sewerage department. I was told that there are three pools in Lincoln under this policy, the park district, Lincoln College and the hospital pool. The cities sewerage policy is that whatever it takes to fill the pool, the sewerage department charges the same to empty water into the sewers after the season. The cost of filling the pool usually runs around \$900 dollars. When I first asked about this situation I was told we are charged for water usage. This is where it gets interesting, if we pump the water out into the field and don't use the sewerage system or if we kept it in the pool over the winter we are charged the same amount as it cost to fill the pool. The term used by the sewerage department is called **water usage**. Does this mean we are being charged for using the water for swimming in the pool, not real clear as to the term **water usage**? If it's the amount in gallons of water, then we already payed for it through the water company. In reality the city sewerage department is causing **double taxation** on the community, **not a good idea**. So, my thought is the sewerage department which is controlled by the city could wave the cost for the "**water usage**" or to what that term means.

Cities contribution to the Lincoln Park District:

1. The police department supplies a squad car to lead our 4th of July kids parade, after the parade the fire department brings a firetruck out to the park district to hose down the kids, I think the fireman have just as much fun blasting the kids. Lastly, once or twice a year we come and get cold mix patch to fix our potholes here at the park district.

John Andrews

Executive Director

Lincoln Park District



Mayor/City Alderman

I want to start off by giving you a little history about the Lincoln Park District, established in 1961. Originally, the park district was in the parking lot behind Guzzardos in uptown Lincoln. My father Pete Andrews was a member of the board back in the 60's and part of the facility is named after him due to his support of the park district and his involvement within the community. My dad was a business owner in Lincoln for over 40 years and served one term as Mayor back in the 80's. His involvement with the park district and community must have influenced me to put me where I am today, carrying on what he was a part of years earlier. As for myself I was appointed to the park district board in 1990 and served as president of the board from 2010 to 2015. I resigned as board president to take the Directors role in October 1, 2015, where I presently serve in that position. I wanted to give you this information ahead of time so I won't take a lot of your time the night of the city council meeting on Tuesday, September 26th. My purpose for contacting you is for three main concerns, but most importantly to build a better relationship between the park district and the city. I met with the Mayor and Alderman Welch about this relationship and it was suggested I reach out to the full council. This is a brief summary of what this relationship consists of. I have tried to keep this short and to the point.

The park district offers our full access option for all policeman and fireman so they can work out and stay fit, we charge \$1000 to each of the departments. That entitles around 45 employees to have access to our Fit Zone to work out and stay in shape. Our normal fee for individuals' full access is \$230 for in district and \$345 for out of district. If we would charge individually the cost would be $45 \times \$230 = \$10,350$. Of course not all take advantage of this offer but several do. We also offer use of our facility at no cost for the D.A.R.E. program which holds events at the park district. We also let the Police commission use our facility free of charge for their needs. Whenever tables and chairs are needed for city events we supply them at no charge, we are happy to help. We supply materials for the police department during the Logan County Fair. As I stated before we are glad to help out. **My concerns are listed below.**

1. My first area of concern pertains to the city parks and a 1965 ordinance. The park district maintains all city parks, Melrose, Ray White, Postville and Mayfair. Our costs for maintaining city parks averages around \$8,000 per summer season or 7 months of maintenance. Up until last year we also maintained Wyatt Avenue which I addressed with the former city administrator when I took over as Director and I stated it should not be included in the ordinance, it was removed. In a meeting with the city administrator last year he pointed out that the city stopped collecting revenue for the city parks and the park district now receives that tax revenue. Well after checking this out with Sally Turner, she informed me that parks are tax exempt and the park district has received zero tax revenue since this 1965 ordinance was adopted. If the park district continues to maintain city parks then I would like to see the city allocate funds to maintain city parks. The park district has two full time employees and 3 part time summer employees to maintain your 4 parks on top of 3 park district parks, Exchange, Lehn & Fink, and Memorial Park which Memorial is a full time job in itself. We also have 9 ballfields to take care of plus our driving range and park district grounds around our building. We take a week out of our schedule to prep the airport grounds and set up for the balloon festival which is a big part of the community. I'm hoping you will revisit this outdated ordinance and establish a fair resolution as we move forward and establish specific language concerning maintenance and funding of city parks.

certate so annexed, shall be filed in the office of the Recorder of Logan County, Illinois.

Adopted and duly passed by City Council of the City of Lincoln, Logan County, Illinois, this 15th day of November, A. D., 1965.

(SIGNED) Edward M. Malarich
Mayor of the City of Lincoln,
Logan County, Illinois

Deposited in City
Clerk's Office: November 15, 1965

ATTEST:

Margaret Peter (SIGNED) (Corporate Seal)
City Clerk of the City of Lincoln,
Logan County, Illinois.

*Placed in County Clerk's Office
Card # 28. 395
see card 57*

*Margaret Peter
City Clerk*

Ordinance #133

AN ORDINANCE PROVIDING THAT THE FUNCTIONS OF THE PLAYGROUND AND RECREATION COMMISSION BE MERGED WITH AND RELINQUISHED TO THE LINCOLN PARK DISTRICT.

WHEREAS, the boundaries of the City of Lincoln lie wholly within the boundaries of the Lincoln Park District; and,

WHEREAS, the population of the City of Lincoln constitutes a majority of the population of the Lincoln Park District; and,

WHEREAS, the City of Lincoln collects a tax for recreation purposes;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LINCOLN, ILLINOIS:

Section 1. It is the intent and desire of the City of Lincoln to relinquish and turn over to the Lincoln Park District the functions of planning, establishing and maintaining the municipal recreation program within the boundaries of the City, and to relinquish any and all powers which the City may have to levy and collect a tax known as "the Playground and Recreation Tax."

Section 2. The City Clerk shall mail a certified copy of this Ordinance to the Lincoln Park District.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Passed by vote of at least two-thirds
of the Corporate Authorities: _____

December 6, 1965

Approved: December 6, 1965

(SIGNED) Edward M. Malarich
Mayor

Deposited in City
Clerk's Office: December 6, 1965

CORPORATE SEAL

Attest:

Margaret Peter (SIGNED)
City Clerk

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Bob Mahrt, Interim City Administrator

MEETING

DATE: November 28, 2017

RE: Discussion on 2018 Health Insurance Renewal (Health Alliance Medical Plans, Inc.)

Background: The City utilizes the services of R.W. Garrett Agency for employee health benefit programs. The 2018 Health Insurance Renewal will remain the same as the previous year, with no increase in health insurance premiums through Health Alliance Medical Plans, Inc. The term of the Agreement will be from January 1, 2018 thru December 31, 2018. (A copy of the Health Alliance Agreement is attached for City Council review).

Fiscal Impact: Maintaining costs for employee health benefit programs will lessen the impact on the General Fund to support other community needs.

Committee of the Whole Recommendation: Place the 2018 Health Insurance Renewal with Health Alliance Medical Plans, Inc. on the City Council Consent Agenda for December 4, 2017.

City Council Recommendation: Approve the 2018 Health Insurance Renewal with Health Alliance Medical Plans, Inc.



ILLINOIS GROUP SIZE 51+ EXHIBIT B

Employer Federal Tax ID Number (TIN): 37-6001283
Group Number: 002287
Group Name: City of Lincoln
Group Contact: Peggy Bateman, Clerk
Email Address: pbateman@lincolnil.gov
Address: 700 Broadway
City: Lincoln State: IL Zip Code: 62656
Phone Number: 217-735-2816 Fax Number: 217-732-2145

SECTION 1: EXHIBIT B FOR GROUP SIZE 51+

1. Plan year effective date: From: 11/1/18 To: 11/1/19

2. Contract renewal date, if different than plan year: From: _____ To: _____ ☐ same as plan year

3. Benefit year type:

- ☒ Annual (January 1 to December 31, regardless of contract renewal month)
☐ Contract (12 months starting with the contract year date)

4. Enrollment (please check Yes or No)

Open Enrollment:

- ☒ Yes; Group shall conduct an open enrollment period each year the Agreement is in effect, during which time all eligible employees and their eligible Dependents who are not enrolled as Members of Health Alliance may enroll as Members. This open enrollment period shall only apply if all plans of coverage offered by the group agree to conduct an annual open enrollment whereby eligible employees and their eligible Dependents may enroll in any plan.

If yes, what is your open enrollment date? _____

☐ No; employees and any eligible Dependents enrolling after the eligible grace period expires will be treated as a "Late Entrant."

Dual Choice: ☒ Yes or ☐ No

Yes; Group shall conduct a dual choice period each year the Agreement is in effect, during which time all eligible employees and/or family Dependents who are currently enrolled as a Member in one of the Health Alliance Plans may switch to the other Health Alliance Plan. Dual choice is subject to underwriting guidelines.

If yes, what is your dual choice date? _____

Annual Election: ☐ Yes or ☐ No

Yes; Group shall conduct an annual election period each year the Agreement is in effect, during which time all eligible employees and/or family Dependents who are currently enrolled as Members in any group sponsored healthcare insurance plan may switch plans without pre-existing condition limitations. This annual election period shall only apply if all plans of coverage offered by the Group agree to conduct an annual election whereby eligible employees and/or family Dependents may enroll in any plan.

If yes, what is your annual election date? _____

5. Total number of employees including full-time, part-time, seasonal, owners, etc.? 79

6. Number of employees eligible for coverage? 73

7. How many hours per week must the employee work in order to be eligible for coverage?

Please note: 30 hours per week or more = full time. 30

8. When are new hires eligible for coverage? You may not have a waiting period that exceeds 90 days.

Choose one eligibility option:

- ☐ Employees are eligible for coverage the first of the month following 30 days.
☐ Employees are eligible for coverage the first of the month following 60 days.
☒ Date of Hire.
☐ Other _____

Choose one termination option:

- ☐ The employee coverage terminates the end of the month the employee leaves employment.
☒ The employee coverage terminates the date the employee leaves employment.

9. Are there classes of employees not eligible for coverage? ☐ Yes ☒ No

If Yes, please list: _____

10. Are there classes of employees with different eligibility dates (i.e. management vs. non-management)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please describe:
11. Is retiree coverage offered (age 65 and older)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>separate group Medicare</i> To be eligible at retirement, retirees must receive at least a 25% contribution from their former group toward the cost of a single premium rate <u>or</u> the retiree must be "Primary Medicare Eligible" (not applicable to IMRF participants). Do you have employees eligible for IMRF benefits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are early retirees (prior to age 65) offered coverage? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, at what age? <u>55</u> Years of service? _____ Other? _____ Medicare Part D Creditable vs Non-Creditable. Send notices? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
12. Are you allowing Late Entrants? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, coverage is effective the first of the month after Health Alliance receives the Group Application/Change Form.
13. Are you offering an Employee Only or Employee Child(ren) Only plan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please note dependent information in this exhibit may not be applicable.
14. What is the employer's percentage of contribution toward the employees premium? (a minimum of [50%] is required) <u>95</u> % or Other: _____
15. <i>Please note: Civil Unions and Legally Married Spouses are eligible in Illinois regardless of Domestic Partner Coverage.</i> Would you like to offer Domestic Partner Coverage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Domestic Partner is defined as: <ul style="list-style-type: none"> • They are over age 18 • They must share a common permanent residence with the employee • The employee and their domestic partner agree to be jointly responsible for each other's basic living expenses during the domestic partnership • Neither the employee or their domestic partner is legally married, legally separated or a member of another domestic partnership • Both the employee and domestic partner are capable of consenting to the domestic partnership • The employee and the domestic partner are not related by blood closer than permitted by state law for marriage.
16. Do you have a Health Savings Account (HSA)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Do you have a Health Reimbursement Account (HRA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
17. When someone returns from Leave of Absence, when are they eligible for coverage? <input checked="" type="checkbox"/> Standard (effective immediately upon return) <input type="checkbox"/> Other _____
18. When is a rehire eligible for coverage? <input checked="" type="checkbox"/> Standard (treat as New Hire) <input type="checkbox"/> Other _____
19. What is the effective date of coverage for an employee who moves from ineligible to eligible (i.e. part-time to full-time status)? <input checked="" type="checkbox"/> Standard (treat as New Hire) <input type="checkbox"/> Other _____
20. When is a transfer eligible for coverage? <input type="checkbox"/> Standard (effective first of the month following the date of transfer) <input checked="" type="checkbox"/> Other <u>immediately</u>
SECTION 2: HEALTH ALLIANCE MEDICAL PLANS STANDARDS FOR ELIGIBILITY AND ENROLLMENT
A. Applications: Must be submitted within 31 days from the eligibility date or a special enrollment period.
B. Effective Date of Dependent Coverage Termination: Coverage may continue through the last day of the month the dependent turns age 26. For former military personnel, coverage may continue through age 30 with proof of honorable discharge. Dependents with an apparent handicapped condition that does not allow him or her to stay employed and is totally dependent on his or her parents or other caregivers for lifetime care and supervision may stay on the plan after age 26. Physician documentation may be required.
C. Effective Date of Employee Coverage Termination: The group shall not be entitled to receive a refund of any portion of a premium paid to Health Alliance as a result of the Group's failure to accurately notify Health Alliance in writing within 31 days of the employee's effective date of termination. Premiums for the month of termination are payable according to the 15th of the month rule. See "Remittance of Premiums," Section 3.6 of the Group Enrollment Agreement.
D. Job Status Change: Non-benefit eligible to benefit eligible treated as a new hire.
E. Medicare-Eligible Policy: This policy applies to certain active employees age 65 and older, retirees age 65 and older and disabled persons eligible for Medicare primary coverage. If a "Medicare-Eligible" Member does not elect Part B coverage when they are first eligible then Health Alliance shall determine payment as if the Member had elected Part B coverage. This is required for Groups.
F. Leave of Absence Policy: Health Alliance will allow employees on leaves of absence longer than six months to remain on the Plan if the Group resumes monthly contributions for these employees that meet or exceed the "Minimum Group Contribution" after the initial six month period. Employees on leaves of absence (medical, disability, education or personal leave) authorized by the Group will be allowed to pay 100% of their own premium for a maximum of six months. There must be a documented bona fide reason to believe that the employee will return to work upon conclusion of the leave of absence.

G. Return from Leave of Absence Policy: Coverage is effective immediately upon return from leave of absence.

H. Continuation Coverage: For those plans eligible for COBRA (20 or more employees), please note that dependents may not be qualified beneficiaries if they don't meet the IRS rules or guidelines as a tax dependent.

Dependents that are eligible for this plan can be qualified beneficiaries for state continuation, spousal continuation and dependent continuation.

I. Layoff Policy: Health Alliance will allow employees on temporary layoffs longer than six months to remain on the Plan if the Group resumes monthly contributions for these employees that meet or exceed the "Minimum Group Contribution" after the initial six-month period. Employees on temporary layoff authorized by the Group will be allowed to pay 100% of their own premium for a maximum of six months.

J. Return from Layoff Policy: Coverage is effective immediately upon return from layoff.

K. Rehire Policy: Treat as a new hire.

L. Transfer Policy: Coverage is effective the first of the month following the date of transfer.

SECTION 3: AGREEMENT

Approved by:

Name of Company _____

Health Alliance Medical Plans, Inc.

By: _____

By:  _____

Its: _____

Its: Vice President, Sales and Retention

Date: _____

Date: _____

☐ By clicking this checkbox, you acknowledge that you are authorized to sign for _____, understand that an electronic signature is taking place, and hereby Electronically Acknowledge Execution of this Exhibit on the date so acknowledged and such Acknowledgement shall be treated as a valid signature for all purposes of the Agreement.

Name of Company _____



Exhibit C

Proposal Rates for: City Of Lincoln

HMO 100 NS1 Rx7

Effective Period: 01/01/2018 through 12/31/2018

Premium Rates:

EMPLOYEE:	\$759.00
EMPLOYEE & SPOUSE:	\$1,699.00
EMPLOYEE + CHILD(REN):	\$1,485.00
FAMILY:	\$2,425.00

"Primary Medicare Eligible" Rates:

SINGLE (with "Primary Medicare Eligibility"):	\$493.00
TWO-PERSON (both with "Primary Medicare Eligibility"):	\$1,167.00
TWO-PERSON (one with "Primary Medicare Eligibility"):	\$1,433.00
FAMILY 3+ (one with "Primary Medicare Eligibility"):	\$2,159.00

Approved by:

(Benefits Administrator)

Date Approved:

Health Alliance Officer:

[Signature]

Date:

Please Note: These rates assume that Health Alliance Medical Plans, Inc. is not offered alongside other health insurance options. A minimum of 75% of all eligible employees at City Of Lincoln must enroll in the Health Alliance plan to meet our participation requirements. In the event that membership changes by 20% or more during the contract year OR the conditions listed above are not met, Health Alliance reserves the right to review, revise and/or rescind this offer.

0073575-02



Exhibit C

Proposal Rates for: City Of Lincoln

PPO 500 NS2 Rx7

Effective Period: 01/01/2018 through 12/31/2018

Premium Rates:

EMPLOYEE:	\$878.00
EMPLOYEE & SPOUSE:	\$1,964.00
EMPLOYEE + CHILD(REN):	\$1,718.00
FAMILY:	\$2,803.00

"Primary Medicare Eligible" Rates:

SINGLE (with "Primary Medicare Eligibility"):	\$571.00
TWO-PERSON (both with "Primary Medicare Eligibility"):	\$1,350.00
TWO-PERSON (one with "Primary Medicare Eligibility"):	\$1,657.00
FAMILY 3+ (one with "Primary Medicare Eligibility"):	\$2,496.00

Approved by:

(Benefits Administrator)

Date Approved:

Health Alliance Officer:

[Signature]

Date:

Please Note: These rates assume that Health Alliance Medical Plans, Inc. is not offered alongside other health insurance options. A minimum of 75% of all eligible employees at City Of Lincoln must enroll in the Health Alliance plan to meet our participation requirements. In the event that membership changes by 20% or more during the contract year OR the conditions listed above are not met, Health Alliance reserves the right to review, revise and/or rescind this offer.

0073575-02



Exhibit C

Proposal Rates for: City Of Lincoln

PPO HSA 1500a Rx12

Effective Period: 01/01/2018 through 12/31/2018

Premium Rates:

EMPLOYEE:	\$754.00
EMPLOYEE & SPOUSE:	\$1,684.00
EMPLOYEE + CHILD(REN):	\$1,472.00
FAMILY:	\$2,402.00

"Primary Medicare Eligible" Rates:

SINGLE (with "Primary Medicare Eligibility"):	\$490.00
TWO-PERSON (both with "Primary Medicare Eligibility"):	\$1,156.00
TWO-PERSON (one with "Primary Medicare Eligibility"):	\$1,420.00
FAMILY 3+ (one with "Primary Medicare Eligibility"):	\$2,138.00

Approved by:

(Benefits Administrator)

Date Approved:

Health Alliance Officer:

[Signature]

Date:

Please Note: These rates assume that Health Alliance Medical Plans, Inc. is not offered alongside other health insurance options. A minimum of 75% of all eligible employees at City Of Lincoln must enroll in the Health Alliance plan to meet our participation requirements. In the event that membership changes by 20% or more during the contact year OR the conditions listed above are not met, Health Alliance reserves the right to review, revise and/or rescind this offer.

0073575-02

2018 Health Alliance Medicare Supplement Benefits



Group: City Of Lincoln
County: LOGAN

Age	Plan A Premium	Plan F Premium	Plan N Premium
<65	\$177.00	\$295.00	\$210.00
65	\$84.00	\$139.00	\$99.00
66	\$89.00	\$148.00	\$105.00
67	\$96.00	\$161.00	\$114.00
68	\$101.00	\$169.00	\$120.00
69	\$111.00	\$185.00	\$131.00
70	\$118.00	\$197.00	\$140.00
71	\$125.00	\$208.00	\$148.00
72	\$132.00	\$220.00	\$156.00
73	\$139.00	\$232.00	\$165.00
74	\$145.00	\$242.00	\$172.00
75	\$157.00	\$262.00	\$186.00
76	\$165.00	\$275.00	\$195.00
77	\$171.00	\$285.00	\$203.00
78	\$177.00	\$295.00	\$209.00
79	\$182.00	\$303.00	\$215.00
80	\$184.00	\$307.00	\$218.00
81	\$190.00	\$317.00	\$225.00
82	\$193.00	\$322.00	\$229.00
83	\$196.00	\$327.00	\$232.00
84	\$201.00	\$336.00	\$238.00
85+	\$219.00	\$364.00	\$259.00

Acceptance: please initial and date

Signature

Harvey Schwartz
Broker Name

Date

R.W. Garrett
Agency
Agency, Inc.

Medicare Supplement plans are offered in Illinois licensed counties only. Plans are available to residents of Cook, DuPage, Kane, Lake, McHenry and Will counties, but at Chicago-area rates (not shown). Chicago-area rates are available upon request.

Rates are valid 1/1/2018-12/31/2018

2018 Health Alliance Medicare Advantage Benefits

Group: City Of Lincoln
County: LOGAN



Plan	Network	Deductible	Out-of-pocket	OV/Spec OV	OP Surgery	ER	Inpatient	Rx	Price	Accept (please initial)
HMO Option 1	In-network	\$0	\$3,500	\$20/\$40	\$150	\$80	\$150/d (1-7) \$0/d (8-60) \$50/d (61-90) \$0/d (91+)	\$0/9/20/47/25%/25%	\$130	
	Out-of-network	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
HMO Option 2	In-network	\$0	\$8,700	\$10/\$50	20%	\$80	\$247/d (1-6) \$0/d (6-90) \$100/d (91-90) \$0/d (91+)	\$0/15/30/30/100/25%	\$210	
	Out-of-network	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
POS Option 1	In-network	\$0	\$4,000	\$20/\$30	\$175	\$80	\$195/d (1-10) \$0/d (11-90) \$0/d (91+)	\$0/20/40/40/100/25%	\$248	
	Out-of-network	\$0	\$5,100	\$40/\$40	\$250	\$80	25%	\$0/20/40/40/100/25%		
POS Option 2	In-network	\$0	\$4,000	\$20/\$30	\$175	\$80	\$195/d (1-10) \$0/d (11-90) \$0/d (91+)	\$0/15/30/30/100/25%	\$319	
	Out-of-network	\$0	\$5,100	\$40/\$40	\$250	\$80	25%	\$0/15/30/30/100/25%		
POS Option 3	In-network	\$0	\$4,000	\$20/\$30	\$175	\$80	\$195/d (1-10) \$0/d (11-90) \$0/d (91+)	\$0/10/20/20/100/25%	\$378	
	Out-of-network	\$0	\$5,100	\$40/\$40	\$250	\$80	25%	\$0/10/20/20/100/25%		
PDP Plan 1								\$0/20/47/47/100/25% (no coverage gap)	\$65	
PDP Plan 2								\$0/20/47/47/100/25% w/\$150 Ded. (N/A to Tiers 1 & 2)	\$156	

Signature

Nancy Schaub
Broker Name

9/25/2017
Date

R.W. Garrett Agency, Inc.
Agency

- Medicare Advantage plans are offered in Illinois licensed counties only.
- Rates are valid 1/1/2018-12/31/2018
- This is a brief summary of benefits, which are subject to change. Please refer to the Explanation of Benefits for detailed information regarding these plans.

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Bob Mahrt, Interim City Administrator

MEETING

DATE: November 28, 2017

RE: Discussion on 2018 Liability Insurance Renewal (Arthur J. Gallagher & Company)

Background: The City utilizes the services of Arthur J. Gallagher & Company for liability insurance coverage. During the annual renewal period, City Staff updated the listing of municipal assets for property, buildings and equipment. Staff later met with the broker to discuss current coverage levels, costs, and alternative measures to best address the City's insurance needs.

The following insurance companies have been recommended by the broker for specific lines of coverage:

Argonaut Great Central Insurance Company (General Liability Package)
BCS Insurance Company (Cyber Liability)
Illinois Public Risk Fund (Worker's Compensation)

It should be understood that the above listed insurance companies currently serve the City and the renewal maintains the coverage limits from prior years for FY2018. The overall rates will increase approximately 3% from \$409,432 in FY 2017 to \$423,663 in FY 2018. The term of the Agreement will be from December 15, 2017 thru December 15, 2018. (Excerpted copies of the Insurance Proposal are attached for City Council review).

In our discussions with the broker, additional cost saving measures can be made. These include:

- 1) A potential 25% reduction in "Law Enforcement Liability" coverage for use of Lexipol (policy management software currently being implemented by Police Department).
- 2) A potential reduction of the current "Property" coverage by completing appraisals on critical structures at reduced costs through broker affiliated commercial appraisers. (Property values were increased this year from \$26 million to \$37 million to better reflect replacement costs and the broker now recommends appraisals to validate value of structures).
- 3) A potential cost savings by increasing "Crime (i.e. Employee Dishonesty/Theft/Forgery)" coverage and eliminating individual bonds for specific positions. By increasing the amount of coverage from \$50,000 to \$500,000, the City may realize some cost savings while significantly increasing coverage limits over individual bonds. It was preliminarily estimated that increasing the coverage to \$500,000 would add approximately \$1,000 to

the premium amount. The City currently pays approximately \$2,300 for bond coverage for sixteen employees with limits ranging from \$1,000 to \$250,000. (Staff is anticipating an updated quote for "Crime" prior to Committee of the Whole meeting).

- 4) The broker has informed the City of a grant award in the amount of \$28,213 from the Illinois Public Risk Fund for safety related purchases.

Fiscal Impact: Liability coverage premiums are anticipated to increase 3%. However, the City Council and City Staff can implement measures to reduce costs through the policy term.

Committee of the Whole Recommendation: Place the 2018 Liability Insurance Renewal with Arthur J. Gallagher & Company on the City Council Regular Agenda for December 4, 2017.

City Council Recommendation: Approve the 2018 Liability Insurance Renewal with Arthur J. Gallagher & Company.

Insurance Proposal Prepared For

City of Lincoln, IL

700 Broadway

Lincoln, IL 62656

Presented: November 16, 2017

Effective: December 15, 2017 to December 15, 2018



Arthur J. Gallagher & Co.

Jessica Govic
Area Executive Vice President

Rich Stokluska ARM
Area Senior Executive Vice President

Arthur J. Gallagher Risk Management Services, Inc.
2850 Golf Road
Rolling Meadows, IL 60008

Jessica.Govic@ajg.com
Rich_Stokluska@ajg.com
www.ajg.com

City of Lincoln, IL

Marketplace Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE	PREMIUM
Argonaut Great Central Insurance Company	Package	Recommended Quote	\$164,931
BCS Insurance Company	Cyber Liability	Recommended Quote	\$4,632
Illinois Public Risk Fund	Workers' Compensation	Recommended Quote	\$254,100
BRIT Global Specialty – USA	Package	Declined – Loss History	---
Allied Public Risk	Package	Declined – Loss History	---
Travelers Insurance	Package	Declined – Loss History	---

City of Lincoln, IL

Premium Summary

Line of Coverage	2016-2017 Expiring Trident, BCS, IPRF	2017-2018 Renewal Trident, BCS, IPRF	% Change
Property, Inland Marine and Equipment Breakdown	\$31,031	\$44,817	44%
General Liability	\$16,257	\$19,891	22%
Law Enforcement Liability	\$19,931	\$21,663	9%
Public Officials and Employment Practices Liability	\$8,577	\$10,611	24%
Automobile Liability and Auto Physical Damage	\$40,051	\$43,794	9%
Excess Liability	\$21,011	\$24,015	14%
Crime	\$104	\$140	35%
Cyber Liability	\$3,452	\$4,632	34%
Workers Compensation	\$269,018	\$254,100	-6%
Totals	409,432	423,663	3%

Exposure	2016-2017	2017-2018	% Change
Property Value	26,525,000	37,551,798	42%
Vehicle Count	77	77	0%
Vehicle Value	3,654,561	3,932,076	8%
Revenue	14,517,785	14,517,785	0%

RESOLUTION

RESOLUTION ABATING THE TAX HERETOFORE LEVIED FOR
THE YEAR 2017 TO PAY DEBT SERVICE ON
\$5,285,000.00 GENERAL OBLIGATION BONDS
(ALTERNATIVE REVENUE SOURCE) OF THE CITY OF
LINCOLN, LOGAN COUNTY, ILLINOIS

THIS RESOLUTION is made and adopted by the CITY COUNCIL OF
THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, WITNESSETH:

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

WHEREAS, the CITY OF LINCOLN is a non-home rule municipality; and,

WHEREAS, the CITY COUNCIL (hereinafter "City Council") for the CITY OF LINCOLN, Logan County, Illinois (hereinafter "the City"), adopted an Ordinance, (hereinafter "the Ordinance") which did provide for the issuance of \$5,285,000.00 general obligation bonds (alternative revenue source) (hereinafter "the Bonds"), and the levy of a direct annual tax sufficient to pay the debt service on the Bonds; and,

WHEREAS, such Bonds were issued in the month of October, 2014, in the amount of \$5,285,000.00; and,

WHEREAS, the City Council has determined and does hereby determine that there are funds available, on hand and irrevocably set aside sufficient to provide not less than an amount equal to debt service due on the Bonds in the next succeeding year; and,

WHEREAS, such Pledged Revenues are hereby directed to be used for the purpose of paying debt service on the Bonds; and,

WHEREAS, the City Council of the CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, feels that it is necessary and in the best interest of the City that the tax heretofore levied for the year 2017 to pay the Bonds be abated;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the CITY COUNCIL OF THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, as follows:

1. *Abatement of tax.* The tax heretofore levied for the year 2017 in the Resolution is hereby abated in its entirety.

2. *Filing of Resolution.* Forthwith upon the adoption of this Resolution the City Clerk of the CITY OF LINCOLN, upon passage, shall file a certified copy hereof with the County Clerk of Logan County, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2017 in accordance with the provisions hereof.

3. *Effective Date.* This Resolution shall be in full force and effect forthwith upon its adoption.

4. That the vote on the foregoing Resolution by the City Council was on the ____ day of _____, 2017, as follows:

Alderman Parrott	_____	Alderman Keller	_____
Alderwoman Bauer	_____	Alderman Welch	_____
Alderman Heinacki	_____	Alderwoman Brown	_____
Alderwoman Horn	_____	Alderman Hoefel	_____

Ayes: _____

Nays: _____

Absent: _____

Abstentions: _____

Passed and approved this ____ day of _____, 2017.

Mayor, Seth A. Goodman

City Clerk, Peggy S. Bateman

MINUTES

MINUTES OF A REGULARLY SCHEDULED PUBLIC MEETING
OF THE CITY COUNCIL OF THE CITY OF LINCOLN, LOGAN
COUNTY, ILLINOIS HELD IN SAID CITY AT 7:00 P.M.,
ON THE ____ DAY OF _____, 2017.

The Mayor called the meeting to order and directed the secretary to call the roll. Upon the roll being called, Seth A. Goodman, the Mayor, and the following members of the City Council answered present: _____

The following members were absent from the meeting: _____

The Mayor announced that the next item of business before the City Council was the consideration of a Resolution abating the tax heretofore levied for the year 2014 to pay debt service on the \$5,285,000.00 General Obligation Bonds (Alternative Revenue Source), of the City. Following a full and complete discussion thereof, Mayor Neitzel presented a Resolution, copies of which were available to all in attendance at said meeting who requested a copy

Alderman _____ moved and Alderman _____ seconded the motion that said Resolution, as presented, be adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon the motion to adopt said Resolution.

Upon the roll being called, the following members voted

AYE: _____

NAYE: _____

WHEREUPON the Mayor declared the motion carried and said Resolution adopted, approved, and signed the same in open meeting and directed the Secretary to record the same in the records of the City of Lincoln, Logan County, Illinois, which was done.

Other business not pertinent to the adoption of said resolution was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

City Clerk, Peggy S. Bateman

STATE OF ILLINOIS)
)SS
COUNTY OF LOGAN)

CERTIFICATION OF RESOLUTION AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Lincoln, Logan County, Illinois, and as such official I am the keeper of records and files of the City of Lincoln and the City Council.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the City Council held on the ____ day of _____, 2017, insofar as the same relates to the adoption of a Resolution entitled:

RESOLUTION ABATING THE TAX HERETOFORE LEVIED FOR
THE YEAR 2017 TO PAY DEBT SERVICE ON
\$5,285,000.00 GENERAL OBLIGATION BONDS
(ALTERNATIVE REVENUE SOURCE) OF THE CITY OF
LINCOLN, LOGAN COUNTY, ILLINOIS

a true, correct and complete copy of said Resolution, as adopted at said meeting, is attached hereto.

I do further certify that the deliberations of the City Council on the adoption of said Resolution were conducted openly, that the vote on the adoption of said Resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held at the

principal office of the City Council at least 48 hours in advance of the holding of said meeting, that said agenda contained a separate specific item concerning the proposed adoption of said Resolution, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and that the City Council has complied with all the provisions of said Act and with all the procedural rules of the City Council in the passage of said Resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature, this
____ day of _____, 2017.

City Clerk, Peggy S. Bateman

STATE OF ILLINOIS)
)SS
COUNTY OF LOGAN)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of the County of Logan, Illinois, and as such official I do further certify that on the ____ day of _____ 2017 there was filed in my office a duly certified copy of a Resolution entitled:

RESOLUTION ABATING THE TAX HERETOFORE LEVIED FOR
THE YEAR 2017 TO PAY DEBT SERVICE ON
\$5,285,000.00 GENERAL OBLIGATION BONDS
(ALTERNATIVE REVENUE SOURCE) OF THE CITY OF
LINCOLN, LOGAN COUNTY, ILLINOIS

duly adopted by the City Council of the City of Lincoln, Logan County, Illinois, on the ____ day of _____, 2017 and that the same has been deposited in the official files and records in my office.

I do further certify that the tax heretofore levied for the year 2017 for the payment of \$5,285,000.00 General Obligation Bonds (Alternative Revenue Source), as described in said Resolution will be abated in their entirety as provided in said Resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature, this ____ day of _____, 2017.

County Clerk, Sally Litterly (SEAL)

RESOLUTION

RESOLUTION ABATING THE TAX HERETOFORE LEVIED FOR
THE YEAR 2017 TO PAY DEBT SERVICE ON
\$2,285,000.00 GENERAL OBLIGATION BONDS
(ALTERNATIVE REVENUE SOURCE) OF THE CITY OF
LINCOLN, LOGAN COUNTY, ILLINOIS

THIS RESOLUTION is made and adopted by the CITY COUNCIL OF
THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, WITNESSETH:

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

WHEREAS, the CITY OF LINCOLN is a non-home rule municipality; and,

WHEREAS, the CITY COUNCIL (hereinafter "City Council") for the CITY OF LINCOLN, Logan County, Illinois (hereinafter "the City"), adopted an Ordinance, (hereinafter "the Ordinance") which did provide for the issuance of \$2,285,000.00 general obligation bonds (alternative revenue source) (hereinafter "the Bonds"), and the levy of a direct annual tax sufficient to pay the debt service on the Bonds; and,

WHEREAS, such Bonds were issued in the month of September, 2014, in the amount of \$2,285,000.00; and,

WHEREAS, the City Council has determined and does hereby determine that there are funds available, on hand and irrevocably set aside sufficient to provide not less than an amount equal to debt service due on the Bonds in the next succeeding year; and,

WHEREAS, such Pledged Revenues are hereby directed to be used for the purpose of paying debt service on the Bonds; and,

WHEREAS, the City Council of the CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, feels that it is necessary and in the best interest of the City that the tax heretofore levied for the year 2017 to pay the Bonds be abated;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the CITY COUNCIL OF THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, as follows:

1. *Abatement of tax.* The tax heretofore levied for the year 2017 in the Resolution is hereby abated in its entirety.

2. *Filing of Resolution.* Forthwith upon the adoption of this Resolution the City Clerk of the CITY OF LINCOLN, upon passage, shall file a certified copy hereof with the County Clerk of Logan County, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2017 in accordance with the provisions hereof.

3. *Effective Date.* This Resolution shall be in full force and effect forthwith upon its adoption.

4. That the vote on the foregoing Resolution by the City Council was on the ____ day of _____, 2017, as follows:

Alderman Parrott	_____	Alderman Keller	_____
Alderwoman Bauer	_____	Alderman Welch	_____
Alderman Hoinacki	_____	Alderwoman Brown	_____
Alderwoman Horn	_____	Alderman Hoefel	_____

Ayes: _____

Nays: _____

Absent: _____

Abstentions: _____

Passed and approved this _____ day of _____, 2017.

Mayor, Seth A. Goodman

City Clerk, Peggy S. Bateman

MINUTES

MINUTES OF A REGULARLY SCHEDULED PUBLIC MEETING
OF THE CITY COUNCIL OF THE CITY OF LINCOLN, LOGAN
COUNTY, ILLINOIS HELD IN SAID CITY AT 7:00 P.M.,
ON THE ____ DAY OF _____, 2017.

The Mayor called the meeting to order and directed the secretary to call the roll. Upon the roll being called, Seth A. Goodman, the Mayor, and the following members of the City Council answered present: _____

The following members were absent from the meeting: _____

The Mayor announced that the next item of business before the City Council was the consideration of a Resolution abating the tax heretofore levied for the year 2017 to pay debt service on the \$2,285,000.00 General Obligation Bonds (Alternative Revenue Source), of the City. Following a full and complete discussion thereof, Mayor Neitzel presented a Resolution, copies of which were available to all in attendance at said meeting who requested a copy

Alderman _____ moved and Alderman _____ seconded the motion that said Resolution, as presented, be adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon the motion to adopt said Resolution.

Upon the roll being called, the following members voted

AYE: _____

NAYE: _____

WHEREUPON the Mayor declared the motion carried and said Resolution adopted, approved, and signed the same in open meeting and directed the Secretary to record the same in the records of the City of Lincoln, Logan County, Illinois, which was done.

Other business not pertinent to the adoption of said resolution was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

City Clerk, Peggy S. Bateman

STATE OF ILLINOIS)
)SS
COUNTY OF LOGAN)

CERTIFICATION OF RESOLUTION AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Lincoln, Logan County, Illinois, and as such official I am the keeper of records and files of the City of Lincoln and the City Council.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the City Council held on the ____ day of _____, 2017, insofar as the same relates to the adoption of a Resolution entitled:

RESOLUTION ABATING THE TAX HERETOFORE LEVIED FOR
THE YEAR 2017 TO PAY DEBT SERVICE ON
\$2,285,000.00 GENERAL OBLIGATION BONDS
(ALTERNATIVE REVENUE SOURCE) OF THE CITY OF
LINCOLN, LOGAN COUNTY, ILLINOIS

a true, correct and complete copy of said Resolution, as adopted at said meeting, is attached hereto.

I do further certify that the deliberations of the City Council on the adoption of said Resolution were conducted openly, that the vote on the adoption of said Resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held at the principal office of the City Council at least 48 hours in advance of

the holding of said meeting, that said agenda contained a separate specific item concerning the proposed adoption of said Resolution, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and that the City Council has complied with all the provisions of said Act and with all the procedural rules of the City Council in the passage of said Resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature, this
____ day of _____, 2017.

City Clerk, Peggy S. Bateman

STATE OF ILLINOIS)
)SS
COUNTY OF LOGAN)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of the County of Logan, Illinois, and as such official I do further certify that on the ____ day of _____, 2017 there was filed in my office a duly certified copy of a Resolution entitled:

RESOLUTION ABATING THE TAX HERETOFORE LEVIED FOR
THE YEAR 2017 TO PAY DEBT SERVICE ON
\$2,285,000.00 GENERAL OBLIGATION BONDS
(ALTERNATIVE REVENUE SOURCE) OF THE CITY OF
LINCOLN, LOGAN COUNTY, ILLINOIS

duly adopted by the City Council of the City of Lincoln, Logan County, Illinois, on the ____ day of _____, 2017, and that the same has been deposited in the official files and records in my office.

I do further certify that the tax heretofore levied for the year 2017 for the payment of \$2,285,000.00 General Obligation Bonds (Alternative Revenue Source), as described in said Resolution will be abated in their entirety as provided in said Resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature, this ____ day of _____, 2017.

County Clerk, Sally Litterly (SEAL)

ORDINANCE NO. _____

AN ORDINANCE authorizing the issuance of General Obligation Bonds (Alternate Revenue Source), in one or more series, of the City of Lincoln, Logan County, Illinois, in an aggregate principal amount not to exceed \$3,300,000 for the purpose of financing the costs of certain capital projects within the City and paying for costs related thereto.

WHEREAS, the City of Lincoln, Logan County, Illinois (the "City"), is a duly organized and existing municipality created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code, as amended (the "Municipal Code"), and having the powers, objects and purposes provided by said Municipal Code; and

WHEREAS, the City Council of the City (the "Corporate Authorities") has determined that it is necessary to (i) finance certain capital expenditures related to the City's police station (the "Project") and (ii) pay certain costs of issuance of the Bonds (as such term is hereinafter defined), all for the benefit of the inhabitants of the City; and

WHEREAS, the estimated cost of the Project, including legal, financial, bond discount, if any, printing and publication costs, capitalized interest, if any, and other expenses (collectively, the "Costs"), will not exceed \$3,300,000, and there are insufficient funds on hand and lawfully available to pay such costs; and

WHEREAS, up to \$3,300,000 of alternate bonds need to be issued at this time pursuant to the Local Government Debt Reform Act of the State of Illinois, as amended, 30 ILCS 350/1 to 350/18 (the "Act"); and

WHEREAS, it is necessary for the best interests of the City that the Project be completed, and in order to raise funds required for such purpose it will be necessary for the City to borrow an aggregate principal amount not to exceed \$3,300,000 and in evidence thereof to issue alternate bonds, being general obligation bonds payable from the City's collection of utility taxes (including any replacement or successor taxes of similar effect) imposed, collected and distributed pursuant to applicable law (the "Pledged Revenues"), in an aggregate principal amount not to exceed \$3,300,000, all in accordance with the Act; and

WHEREAS, if the Pledged Revenues are insufficient to pay the alternate bonds, ad valorem taxes levied against all of the taxable property in the City for which its full faith and credit have been irrevocably pledged, unlimited as to rate or amount (the "Pledged Taxes") are authorized to be extended to pay the principal of and interest on the alternate bonds;

WHEREAS, pursuant to and in accordance with the provisions of Section 15 of the Act, the City is authorized to issue alternate bonds, in one or more series, in an aggregate principal amount not to exceed \$3,300,000 for the purpose of providing funds for the Project and to pay the Costs;

NOW THEREFORE, Be It Ordained by the City Council of the City of Lincoln, Logan County, Illinois, as follows:

Section 1. Incorporation of Preambles. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are full, true and correct and do incorporate them into this Ordinance by this reference.

Section 2. Determination to Issue Bonds. It is necessary and in the best interests of the City to complete the Project, and for such purpose of completing the Project and paying the Costs, alternate bonds of the City, in one or more series, are hereby authorized to be issued and sold in an aggregate principal amount not to exceed \$3,300,000, and known as "General Obligation Bonds (Alternate Revenue Source)" (the "Bonds"), of the City, said Bonds being payable from (i) the City's collection of utility taxes (including any replacement or successor taxes of similar effect) imposed, collected and distributed pursuant to applicable law (the "Pledged Revenues"), and (ii) ad valorem taxes levied against all of the taxable property in the City for which its full faith and credit have been irrevocably pledged, unlimited as to rate or amount (the "Pledged Taxes").

Section 3. Publication. This Ordinance, together with a notice in the statutory form (the "Notice"), shall be published once within ten (10) days after passage hereof by the Corporate Authorities in *The Lincoln Courier*, being a newspaper of general circulation in the City, and if a petition, signed by 727 electors (said number being the greater of (i) seven and one-half percent (7½%) of the registered voters in the City or (ii) the lesser of 200 registered voters or 15% of registered voters), asking that the question of the issuance of the Bonds be submitted to the electors of the City, is filed with the City Clerk and on or before the 18th day of December, 2017, asking that the question of the issuance of the Bonds (the "Proposition") be submitted to referendum, then the Proposition shall be submitted to the electors of the City at the general primary election to be held on the 20th day of March, 2018. If such petition is submitted to the City Clerk within 30 days of publication of this Ordinance and the Notice but after the 18th day of December, 2017, then the Proposition shall be submitted to the electors of the City at the general election to be held on the 6th day of November, 2018. If no petition is filed with the City Clerk within said 30-day period, then this Ordinance shall be in full force and effect and the Bonds shall be authorized to be issued. A petition form shall be provided by the City Clerk at the principal office of the City, located at 700 Broadway Street, Lincoln, Illinois, to any individual requesting one.

Section 4. Additional Ordinances. If no petition meeting the requirements of applicable law is filed during the petition period hereinabove referred to, then the Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance providing for the issuance and sale of the Bonds and prescribing all the details of the Bonds, so long as the maximum amount of the Bonds as set forth in this Ordinance is not exceeded and there is no material change in the purposes described herein. Such additional ordinances or proceedings shall in all instances become effective in accordance with applicable law. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for the issuance of the Bonds under applicable law.

Section 5. Additional Proceedings. If no petition meeting the requirement of applicable law is filed during the petition period hereinabove referred to, then the preparation and distribution of a preliminary official statement relating to the Bonds is hereby approved, and the Mayor is hereby authorized to deem the preliminary official statement nearly final.

Section 6. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 7. Repealer. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 8. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED this 4th day of December, 2017.

APPROVED by me this 4th day of December, 2017.

By: _____

Its: Seth Goodman
Mayor, City of Lincoln, Logan County,
Illinois

ATTEST:

By: _____

Its: Peggy Bateman
City Clerk, City of Lincoln,
Logan County, Illinois

**NOTICE OF INTENT TO ISSUE BONDS
AND RIGHT TO FILE PETITION
AND HEARING ON PROPOSED ISSUANCE**

Notice is hereby given that pursuant to Ordinance No. _____, adopted on December 4, 2017, the City of Lincoln, Logan County, Illinois (the "City"), intends to issue alternate bonds, being general obligation bonds, in one or more series (the "Bonds"), payable from the hereinafter identified revenue source, in an aggregate principal amount not to exceed \$3,300,000, and bearing interest per annum at not to exceed the maximum rate authorized by law at the time the Bonds are sold, being issued for the purpose of (i) financing certain capital expenditures related to the City's police station, and (ii) paying certain costs thereof. The Bonds shall be payable from (a) the City's collection of utility taxes (including any replacement or successor taxes of similar effect) imposed, collected and distributed pursuant to applicable law, and (b) ad valorem taxes levied against all of the taxable property in the City for which its full faith and credit have been irrevocably pledged, unlimited as to rate or amount. The ordinance authorizing the issuance of bonds is attached hereto and appears below this notice.

Notice is hereby further given that if a petition signed by 727 or more registered voters of the City is submitted to the Clerk of the City (the "City Clerk") within thirty (30) days after the date of publication of this Notice and the ordinance and on or before the 18th day of December, 2017, asking that the question of the issuance of the Bonds (the "Proposition") be submitted to the electors of the City, then the Proposition shall be submitted to the electors of the City at the general primary election to be held on the 20th day of March, 2018. If such petition is submitted to the City Clerk within 30 days of publication of this Notice and the ordinance but after the 18th day of December, 2017, then the Proposition shall be submitted to the electors of the City at the general election to be held on the 6th day of November, 2018. If no petition is filed with the City Clerk within said 30-day period, then this Ordinance shall be in full force and effect and the Bonds shall be authorized to be issued. A petition form is available at the principal office of the City, located at 700 Broadway Street, Lincoln, Illinois.

/s/ Peggy Bateman

City Clerk

City of Lincoln, Logan County, Illinois

PETITION

To the City Clerk of the City of Lincoln, Logan County, Illinois:

We, the undersigned, being registered voters of the City of Lincoln, Logan County, Illinois (the "City"), do hereby petition you to cause the question of issuing General Obligation Bonds (Alternate Revenue Source), in one or more series (the "Bonds") of the City for the purpose of (i) financing certain capital expenditures related to the City's police station, and (ii) paying certain costs thereof, said Bonds being payable from (a) the City's collection of utility taxes (including any replacement or successor taxes of similar effect) imposed, collected and distributed pursuant to applicable law, and (b) ad valorem taxes levied against all of the taxable property in the City for which its full faith and credit have been irrevocably pledged, unlimited as to rate or amount, to be certified to the County Clerk of Logan County, Illinois, and submitted to the electors of said City at the next election to be held at which said question may be voted upon.

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY</u>
_____	_____	, Lincoln, Logan County, Illinois
_____	_____	, Lincoln, Logan County, Illinois
_____	_____	, Lincoln, Logan County, Illinois
_____	_____	, Lincoln, Logan County, Illinois
_____	_____	, Lincoln, Logan County, Illinois
_____	_____	, Lincoln, Logan County, Illinois
_____	_____	, Lincoln, Logan County, Illinois
_____	_____	, Lincoln, Logan County, Illinois
_____	_____	, Lincoln, Logan County, Illinois
_____	_____	, Lincoln, Logan County, Illinois
_____	_____	, Lincoln, Logan County, Illinois
_____	_____	, Lincoln, Logan County, Illinois
_____	_____	, Lincoln, Logan County, Illinois

I, _____ of _____ (insert residence address), _____, Illinois, do hereby certify that I am a citizen of the United States and at least 18 years of age or older, and in the County of Logan, Illinois, and that the signatures on this petition were signed in my presence, and are genuine, and, to the best of my knowledge and belief, the persons so signing were at the time of signing this petition registered voters of said City and that their respective addresses are correctly stated herein.

/s/ _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Illinois Notary Public

My Commission Expires: _____

BINA Notice Form

The Mayor and City Council of the City of Lincoln, Logan County, Illinois will hold a public hearing on December 18, 2017 at 7:00 p.m. The hearing will be held in the City Hall, 700 Broadway Street in Lincoln, Illinois. The purpose of the hearing will be to receive public comments on the proposal to sell bonds to an amount not to exceed \$3,300,000 for the purpose of (i) financing certain capital expenditures related to the City's police station, and (ii) paying certain costs thereof.

By: /s/ Peggy Bateman

Title: City Clerk

Note to Publisher: The above notice is to be published one time on or before 7 days before the hearing, but not prior to 30 days before the hearing. Suggest sometime in the week of _____, 2017. **The publication may be in the "legals" or "classified" section of the paper. NO SPECIAL BORDER IS REQUIRED FOR THIS PUBLICATION. DO NOT USE ANY SPECIAL BORDER.** Please send your statement to:

City Administrator
City of Lincoln
700 Broadway Street
Lincoln, IL 62656

and send two publication certificates (and text) to Ice Miller LLP, 200 West Madison Street, Suite 3500, Chicago, Illinois 60606-3417, Attention Jenine Phillips.

PUBLISHER: DO NOT PRINT THE FOLLOWING:

Mayor's Approval and Order Setting Public Hearing:

The undersigned, Mayor of the above Municipality, hereby approves and orders the setting of the above Bond Issue Notification Act hearing.

Date: _____, 2017

Mayor

When signed by the Mayor, please date and fax back to Ice Miller LLP, Attention: Jenine Phillips at 312/726-2694.

LINCOLN POLICE DEPARTMENT

CHIEF OF POLICE PAUL ADAMS



DEPUTY CHIEF MATTHEW VLAHOVICH

To: Interim City Administrator, Robert Mahrt
From: Chief of Police, Paul Adams *PA*
Meeting Date: November 28, 2017

Re: Communications Tower at Police Station

Background

With the Lincoln Police Department currently located at 911 Pekin St, the Department utilizes shared servers for reporting and State computer access with the Logan County Sheriff's Office and Emergency Telephone System Board (ETSB). The current system utilizes 1Gbps network links throughout the Logan County Safety Complex.

With the move to the new police station located at 710 5th St, we would need to have similar connectivity to the Safety Complex to help facilitate the emergency communications and systems access.

Analysis/Discussion

There are four options that could be looked at: 1) utilizing existing fiber optic system located throughout town, 2) building our own fiber optic connection between the buildings, 3) utilizing Comcast 1Gbps connections at both locations, or 4) utilizing a wireless system.

There are pros and cons to each system with the determining factor usually coming down to price. Second major factor would be speed connectivity. The third being security.

There are existing fiber optic systems that run through Lincoln. We could also build our own fiber optic system, which is a long term goal. Both would have to be built out to establish connectivity between the buildings. Fiber optic can easily be cut when other projects require digging. Although rare, the County has experienced these issues with their fiber optic network. An existing system, Metro Communications, would cost \$1200 per month with a \$5000 up front cost, see quote. A ballpark figure for building our own fiber optic system would cost \$100,000 with \$54,340 just to bore conduit, see quote. Long term costs for rental would be high unless we build our own, but the upfront cost would have to be considered. Fiber can provide 1Gbps speed, but could easily be cut either on purpose or by accident. Physical security is low due to junction boxes and access to the fiber.

Comcast has quoted 1Gbps Internet connections at \$654.60 per month per connection so a total of \$1309.20 per month for both connections, see quote. Comcast service is currently used at the Safety Complex for Internet connectivity on a 50Mbps line. We

LINCOLN POLICE DEPARTMENT

CHIEF OF POLICE PAUL ADAMS



DEPUTY CHIEF MATTHEW VLAHOVICH

would use Comcast for our Internet connectivity similar to the Safety Complex and would use this link as backup if another link would fail in any case. Long term costs would be high and physical security would be low due to access by Comcast personnel and Internet connectivity.

The last option would build a 60 foot tower, tall enough to get over the tree canopy, on the northwest corner of the new police department and utilize a 2Gbps connection between the two buildings utilizing the existing tower at the Logan County Safety Complex. Tower, equipment, and labor was quoted by Lincoln Land Communications for \$19,117.80, see quote. The tower option would also allow us to use it for radio or other communications as necessary. The size and use of the tower does not need FCC approval. Upfront costs are low compared to fiber and there would be no long term costs. The system would provide 2Gbps connectivity and security would be high as both endpoint locations are secure facilities.

Fiscal Impact

The upfront cost of building our own fiber optic network or utilizing wireless communication equipment could be financed through the loan of the building and there would be no long term costs. Leasing fiber optic or utilizing Comcast would be a monthly charge for the long term.

COW Recommendation

Place on Council Agenda for December 4, 2017: Approve the bid to Lincoln Land Communications in an amount not to exceed \$13,146.00. Approve purchase of AirFiber Gigabit Radio Equipment in an amount not to exceed \$5972.00.

Attachments:

- 1) Metro Communications for leased fiber optics
- 2) We-Bore-It quote for 2" conduit boring for 1 mile, does not include fiber install
- 3) Comcast quote for services
- 4) Lincoln Land Communications quote for tower
- 5) Amazon pricing for tower equipment

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Bob Mahrt, Interim City Administrator

MEETING

DATE: November 28, 2017

RE: Discussion on Change Order regarding 2017 Annual Sidewalk Program (Kinney Contractors, Inc.)

Background: The City Council had approved the FY 2017 Budget with \$125,000 allocated under the Capital Projects Fund for the "Sidewalk Improvements". On September 18, 2017, the City Council approved a bid for the 2017 Annual Sidewalk Replacement Program from Kinney Contractors in the amount of \$77,644.42. The City Council subsequently approved additional sidewalk target areas with a not to exceed amount for the entire project of \$125,000.

The Street Superintendent conducted the project walk thru with the Transportation Senior Project Engineer and Project Engineer from the Farnsworth Group on October 5, 2017. At that time, it was determined that completion of the sidewalks included under the original bid and the additional target areas would be slightly below the \$125,000 not to exceed amount. During construction two locations of old brick sidewalks were discovered which required removal prior to installation of new sidewalks. In addition, several locations required additional sidewalk and driveway pavement to comply with ADA requirements. These additional improvements had pushed the construction costs up to \$136,818.44 or \$11,818.44 over the not to exceed amount.

A Change Order would have been required to be approved by the City Council for the sidewalk construction over the original bid amount of \$77,644.12 to the not to exceed amount of \$125,000. The Change Order with the Contractor will now need to address the excess construction costs up to \$136,818.44. (A copy of the Change Order with Kinney Contractors, Inc. and the project map are attached for City Council review).

City Staff understands that this engineering oversight is not acceptable and has brought this to the attention of the Farnsworth Group. However, it should be noted that while the 2017 Annual Sidewalk Replacement Program did exceed the budgeted amount, the 2017 Street Resurfacing Program will be coming below the budgeted amount of \$500,000.

Fiscal Impact: The Change Order amount exceeds the budgeted amount for the 2017 Annual Sidewalk Replacement Program by \$11,818.44.

Committee of the Whole Recommendation: Place the Change Order with Kinney Contractors, Inc. on the City Council Regular Agenda for December 4, 2017.

City Council Recommendation: Approve the Change Order with Kinney Contractors, Inc.



BLR 13210 (Rev. 11/07/13)

[illegible]

[illegible]

Total Net Change: \$ 30,732.07

Amount of Original Contract: \$ 106,086.37

Amount of Previous Change Orders: \$ -

Amount of adjusted/final contract: \$ 136,818.44

Total net Addition to date \$ 30,732.07 which is 28.97 % of the contract price.
(addition, deduction)

State fully the nature and reason for the change: Additional sidewalk targets added by the Team to take advantage of low bid prices. During construction, additional sidewalk and driveway pavement areas were required to be replaced to allow sidewalk to meet ADA/PROWAG grading requirements.

When the net increase or decrease in the cost of the contract is \$10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked:

- ☐ The undersigned has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- ☒ The undersigned has determined that the change is germane to the original contract as signed.
- ☐ The undersigned has determined that this change is in the best interest of the Local Agency and is authorized by law.

Prepared by: _____
Title of Preparer

For County and Road District Projects

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

For Municipal Projects

Municipal Officer

Title of Municipal Officer

Date

Approved

Regional Engineer

Date

Note: Make out separate form for change in length quantities.
Give net quantities
Submit 6 Originals
If plans are required attached 3 sets.

2017 Lincoln Sidewalk Replacement Program Improvement Location Map



MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Bob Mahrt, Interim City Administrator

MEETING

DATE: November 28, 2017

RE: Discussion on consultant invoices for new Municipal Services Building and Motor Fuel Tax Services.

Background: Over the last several months, the City Council has withheld paying invoices from Farnsworth Group regarding the new Municipal Services Building and more recently for Motor Fuel Tax Services. In order to best address City Council requests for information on invoicing, the Interim City Administrator met with the Farnsworth Group to review the billing invoices and standards. It is my understanding that Gary Davis, Farnsworth Group will be attending the Committee of the Whole meeting to address specific City Council concerns.

Municipal Services Building

On June 1, 2015, the City Council approved a Design and Construction Contract in a fixed fee amount of \$319,625 including \$2,500 in estimated expenses. (The Farnsworth Group identifies this Change Order under Project No. 0150533). The Farnsworth Group has provided a spreadsheet outlining the overall costs and invoicing related to project. City Staff does have access to the individual invoices, if this information is found to be necessary. It should be noted that "Expenses" did exceed the original estimated amounts in that supplemental Geotechnical Engineering (e.g. soil boring/compaction testing) was added to the Expenses and included under Invoice No. 173380 on January 1, 2016 in the amount of \$4,338.32.

The following invoices remain unpaid by the City under the original fixed fee contract amount:

Invoice No. 190398 dated 5/5/2017 in the amount of \$3,171.25

Invoice No. 193216 dated 9/1/2017 in the amount of \$3,171.25

On April 4, 2016, the City Council approved Change Order No. 1 regarding additional design work for the new Municipal Services Building in an amount not to exceed \$21,000.00. (The Farnsworth Group identifies this Change Order under Project No. 0150533.01). This element of the project included sprinkler design, electrical design for the transfer switch for the generator and furniture selection/bidding. To date, the total cost of this Change Order is \$19,524.64.

The following invoices remain unpaid by the City under the original contract amount:

Invoice No. 190399 dated 5/5/2017 in the amount of \$220.75

On August 9, 2016, the City Administrator approved Change Order No. 2 regarding construction observation for a water main extension to service the project on a time and materials basis. (The

Farnsworth Group identifies this Change Order under Project No. 0150533.02). To date, the total cost of this Change Order is \$12,506.50.

Motor Fuel Tax Services

The City has previously utilized the services of the Farnsworth Group for general administration of the Motor Fuel Tax Fund. The City Council had recently withheld paying an invoice regarding the Preliminary Engineering for sidewalk and street resurfacing in the amount of \$38,728.70.

The use of Motor Fuel Tax (MFT) funds generally requires IDOT supervision and approval. IDOT Bureau of Local Roads and Street Manual establishes standards for billing for Agreements between a municipality and a consulting engineer based on a percentage of project costs. I look to the consulting engineer to more specifically outline how their invoicing does follow IDOT standards at the Committee of the Whole meeting on November 28, 2017.

Fiscal Impact: The Interim City Administrator seeks to resolve this on-going concern on invoices through open discussion and appropriate actions.

Committee of the Whole Recommendation: Place the pending Farnsworth Group invoices on the City Council Bill List for approval on December 4, 2017 and/or request additional information be provided by City Staff and/or the consulting engineer.

City Council Recommendation: Approve the Farnsworth Group invoices on the City Council Bill List.

City of Lincoln, Streets Department Replacement Facility Design and Construction Phase Services
Farnsworth Group, inc. - Invoice Summary

Invoice	Invoice Date	Original Contract Labor	Original Contract Expenses	Add Service .01	Add Service .02	Total	Accounts Receivable Balance	0-30 days	31-60 days	121+ days
000000168908	7/16/2015	\$ 19,027.50				\$ 19,027.50	-	-	-	-
000000170275	9/10/2015	\$ 15,856.25	\$ 67.50			\$ 15,923.75	-	-	-	-
000000171104	10/13/2015	\$ 28,541.25				\$ 28,541.25	-	-	-	-
000000172255	11/23/2015	\$ 45,595.00				\$ 45,595.00	-	-	-	-
000000173380	1/6/2016	\$ 33,686.25	\$ 4,338.32			\$ 38,024.57	-	-	-	-
000000174348	2/23/2016	\$ 86,723.75	\$ 419.14			\$ 87,142.89	-	-	-	-
000000175549	4/12/2016	\$ 8,413.75	\$ 759.36			\$ 9,173.11	-	-	-	-
000000176899	5/31/2016	\$ 15,856.25	\$ 589.31	\$ 16,926.25		\$ 33,371.81	-	-	-	-
000000178059	7/13/2016	\$ 9,513.75		\$ 490.50		\$ 10,004.25	-	-	-	-
000000179804	9/12/2016	\$ 14,270.63	\$ 19.43	\$ 1,097.34	\$ 7,031.00	\$ 22,418.40	-	-	-	-
000000180789	10/24/2016	\$ 7,928.12	\$ 4.20	\$ 261.25	\$ 1,830.50	\$ 10,024.07	-	-	-	-
000000181888	12/7/2016	\$ 6,342.50	\$ 34.56	\$ 475.00	\$ 3,645.00	\$ 10,497.06	-	-	-	-
000000182802	2/3/2017	\$ 6,342.50	\$ 7.70	\$ 53.56		\$ 6,403.76	-	-	-	-
000000184204	4/4/2017	\$ 9,513.75				\$ 9,513.75	-	-	-	-
000000185155	4/4/2017	\$ 3,171.25				\$ 3,171.25	-	-	-	-
000000190398	5/5/2017	\$ 3,171.25				\$ 3,171.25	\$ 3,171.25	\$ -	\$ -	\$ 3,171.25
000000190399	5/5/2017			\$ 220.75		\$ 220.75	\$ 220.75			\$ 220.75
000000193216	9/1/2017	\$ 3,171.25				\$ 3,171.25	\$ 3,171.25	\$ -	\$ 3,171.25	\$ -
	Totals	\$ 317,125.00	\$ 6,239.52	\$ 19,524.65	\$ 12,506.50	\$ 355,395.67	\$ 6,563.25	\$ -	\$ 3,171.25	\$ 3,392.00
Contract Amount:		\$ 317,125.00	Additional	\$ 21,000.00	T & M					
Date Approved:		5/6/2015	5/6/2015	4/4/2016	8/9/2016					
Approval Process for Tasks		Council Approved		Council Approved	City Admin Approved					

M E M O R A N D U M

TO: Mayor and Aldermen of the City of Lincoln

FROM: Bob Mahrt, Interim City Administrator

MEETING

DATE: November 28, 2017

RE: Discussion on Professional Services Agreement for Jefferson Street Bridge Replacement - Design Engineering (Farnsworth).

Background: The City Council had approved the FY 2017 Budget with \$60,000 allocated under the Capital Projects Fund for the "Jefferson Street Bridge Design" project.

It should be understood that the Master Services Agreement for Engineering Services has lapsed and City Administration seeks City Council guidance for moving this and other engineering projects forward. The Farnsworth Group had assisted with design and construction engineering for the State Street Bridge in the immediate neighborhood that was reconstructed in the Fall of 2016. The Farnsworth Group had been requested to submit a Professional Services Agreement for Preliminary Engineering on the Jefferson Street Bridge Replacement project. (A copy of the Professional Services Agreement is attached for City Council review).

Fiscal Impact: The Professional Services Agreement for Preliminary Engineering on the Jefferson Street Bridge Replacement project has a not to exceed cost of \$55,000.

Committee of the Whole Recommendation: Place the Professional Services Agreement from Farnsworth Group for Preliminary Engineering on the Jefferson Street Bridge Replacement project on the City Council Regular Agenda for December 4, 2017.

City Council Recommendation: Approve the Professional Services Agreement from the Farnsworth Group for Preliminary Engineering on the Jefferson Street Bridge Replacement project.



AGREEMENT FOR PROFESSIONAL SERVICES HOURLY CHARGES

This Agreement is effective this 14th day of November in the year 2017, between Farnsworth Group, Inc., hereinafter referred to as FARNSWORTH GROUP, of 100 Walnut Street, Suite 200, Peoria, IL 61602, and City of Lincoln, hereinafter referred to as CLIENT, of 700 Broadway Street, Lincoln, IL 62656.

By signing this Agreement, CLIENT retains FARNSWORTH GROUP to provide professional services in connection with "Jefferson Street Bridge Replacement" hereinafter referred to as PROJECT.

By this Agreement:

The scope of FARNSWORTH GROUP's services on the PROJECT is as follows:

- Provide survey, hydraulic reports, plans and specifications, and estimates for the Jefferson Street Bridge Replacement design.
- Perform survey, hydraulic reports, permit application preparation, and construction document preparation.
- Develop and provide plans and specifications and bidding documents.
- See Attachment A for the Scope of Services.

The estimated schedule for FARNSWORTH GROUP's services on the PROJECT is as follows:

- Commencement Date: Date of final signature on the agreement
- Days Necessary to Complete: 120 Calendar Days
- Completion Date: 120 Calendar Days following the final signature on the agreement.

CLIENT agrees to compensate FARNSWORTH GROUP for providing the above services and expenses on the basis of Hourly Charges as further delineated below in accordance with the Schedule of Charges annually adopted by FARNSWORTH GROUP:

- Monthly invoicing, on a time and material basis to a maximum fee.

INVOICING:

All invoices submitted under this Agreement should be sent to the following address and should reference Jefferson Street Bridge Replacement:

City of Lincoln
Attn: Robert Mahrt, Interim City Administrator
700 Broadway St.
Lincoln, IL 62656

The estimated total Hourly Charges for FARNSWORTH GROUP's services and expenses on the PROJECT is to be determined per task, but total not to exceed \$55,000.

The attached current Schedule of Charges is incorporated into and made a part of this Agreement.

The attached General Conditions are incorporated into and made a part of this Agreement. CLIENT and FARNSWORTH GROUP hereby agree to and accept the terms and conditions stated above, including those stated in the attached General Conditions.

<u>Farnsworth Group, Inc.</u> FARNSWORTH GROUP	<u>City of Lincoln</u> CLIENT
<u>Signature</u>	<u>Signature</u>
<u>Gary W. Davis</u> Typed Name	<u>Typed Name</u>
<u>Principal</u> Title	<u>Title</u>
<u>Date</u>	<u>Date</u>
<u>Gary W. Davis</u> Principal Contact Typed Name	<u>Principal Contact Typed Name</u>
<u>gdavis@f-w.com (309)-696-1064</u> Contact Information (e-mail, phone, etc.)	<u>Contact Information (e-mail, phone, etc.)</u>

ATTACHMENT A
SCOPE OF SERVICES
City of Lincoln
Jefferson Street Bridge Replacement

Scope of Services

1. Topographic and Hydraulic Surveys

- a. Roadway topographic survey (1000 ft. centered on bridge) includes 100 ft. into west entrance north of bridge
- b. Side road (Feldman) (200 ft. from EP Jefferson)
- c. Hydraulic survey (1000 ft. centered on bridge)
- d. Total station/data collector
- e. Create a topographic and existing contour model
- f. Set minimum of two (2) site benchmarks and two (2) control points
- g. Call for J.U.L.I.E. design locate process

2. Hydraulic Report

- a. Prepare IDOT form Preliminary Bridge Design and Hydraulic Report, including appropriate attachments
- b. Prepare Joint Permit form for submittal to IDOT, Corps of Engineers and IEPA (Any required permit fee is not included. Permit fee to be paid directly by City.)
- c. Submit Environmental Survey Request including special Waste Screening (No PESA or PSI is included.)

3. Plans, Specifications and Estimates

- a. Formatted for local agency project with General Funds
- b. Prepare plans for bridge replacement and approach roadway improvements in accordance with IDOT-BLR Manual and policies
- c. 3R Design Criteria for Roadway
- d. Assume triple box culvert w/ guardrail or other railing
- e. Project Length \approx 150 ft.
- f. Functional Class: Urban/Local Street
- g. Current ADT: 1050 (2016)
- h. Project Termini
 - i. Northern Terminus is approximately 100 ft north of the centerline of Feldman, at apparent Lincoln Parkway ROW.
 - ii. Southern Terminus is approximately 100 feet south of the current south abutment, near the lift station.
- i. No improvements are included to the entrance across from of Feldman Drive
- j. No improvements are included to the turn out for the Lift Station south of the creek
- k. Improvements are included for the entrance southwest of bridge
- l. Maintain existing horizontal and general vertical alignments. Vertical alignment may need to be adjusted based on the hydraulic analysis.
- m. Maintain 2 lane configuration for Roadway, 22 ft edge to edge + 4 ft turf shoulders (Fig 33-3B)
- n. Road Closure, no Stage Construction

- o. Soil Borings to be provided by City (coordinated by ENGINEER)
- p. Hydraulic Design Frequency: 20 yr.
- q. Design Speed: 30 mph (IDOT Fig 33-3E) [Posted Speed 20 mph]
- r. Apparent Existing ROW varies. Will estimate existing ROW using available GIS or Sidewell maps.
- s. Pavement Cross Slope: 2%
- t. Shoulder Cross Slope: 4%
- u. Provide pavement structural design
- v. Ditch: 1:4 foreslope, 2' bottom, and 1:4 backslope, for typical section
- w. Guardrail is required
- x. Provide Plans and electronic files in accordance with IDOT policy

Note: Services not included in Scope, but may be provided on Time and Materials Basis

- a. Soil Borings and Geotechnical Analysis
- b. Pavement Cores
- c. ROW or Easement Plats
- d. Property Surveys
- e. Fees for any permits or regulatory reviews
- f. Purchase of title commitments
- g. Special environmental studies (PESA, PSI, etc.)
- h. IHPA historical/archeological studies
- i. Threatened or endangered species investigations or action plans
- j. Wetland field reviews or evaluations
- k. Storm Water Pollution Prevention Plan (SWPPP), Notice of Intent or Notice of Termination
- l. Utility location coordination other than existing condition base sheet submittal to utilities.

Date: November 14, 2017**Client:** City of Lincoln**Project:** Jefferson Street Bridge Replacement

Reference Conditions: Farnsworth Group, Inc. will hereinafter be referred to as FARNSWORTH GROUP, the above referenced Client will be referred to as CLIENT, and the above referenced Project will hereinafter be referred to either as PROJECT or by abbreviation as above set forth. FARNSWORTH GROUP is defined as including Farnsworth Group, Inc. and its subsidiaries, affiliates, contractors, subcontractors and agents, including their respective officers, directors, employees, successors and assigns.

Entire Agreement: This Agreement is the entire Agreement between CLIENT and FARNSWORTH GROUP. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of the Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and FARNSWORTH GROUP.

Modification to the Agreement: CLIENT or FARNSWORTH GROUP may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of FARNSWORTH GROUP's compensation, to which CLIENT and FARNSWORTH GROUP mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

Severability: If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Governing Law: This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Compliance with Law: In the performance of services to be provided hereunder, FARNSWORTH GROUP and CLIENT agree to comply with applicable federal, state, and local laws and ordinances and lawful order, rules, and regulations of any constituted authority.

Force Majeure: Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or

hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Standard of Care: Services performed by FARNSWORTH GROUP under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

Statutes of Repose and Limitation: All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date FARNSWORTH GROUP's services are completed or terminated.

Assignment: Neither party to this Agreement shall transfer or assign any rights under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party.

Precedence: These General Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding FARNSWORTH GROUP's services.

Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for PROJECT or following completion of PROJECT, CLIENT and FARNSWORTH GROUP agree that all disputes between them arising out of or relating to the Agreement or PROJECT shall first be negotiated between senior officers of CLIENT and FARNSWORTH GROUP for up to 30 days before being submitted to mediation. In the event negotiation and mediation are not successful, either CLIENT or FARNSWORTH GROUP may seek a resolution in any state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

Timeliness of Performance: FARNSWORTH GROUP will begin work under this Agreement upon receipt of a fully executed copy of this Agreement. CLIENT and FARNSWORTH GROUP are aware that many factors outside FARNSWORTH GROUP's control may affect FARNSWORTH GROUP's ability to complete the services to be provided under this Agreement. FARNSWORTH GROUP will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Suspension: CLIENT or FARNSWORTH GROUP may suspend all or a portion of the work under this Agreement by notifying the other party in writing if unforeseen circumstances beyond control of CLIENT or FARNSWORTH GROUP make normal progress of the work impossible. FARNSWORTH GROUP may suspend work in the event CLIENT does not pay invoices when due, and FARNSWORTH GROUP shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the

number of days work is suspended. If the period of suspension exceeds 90 days, FARNSWORTH GROUP shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

Termination: This Agreement may be terminated for cause by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, FARNSWORTH GROUP will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor FARNSWORTH GROUP, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to PROJECT or the Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and FARNSWORTH GROUP shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in PROJECT.

Personal Liability: It is intended by the parties to this Agreement that FARNSWORTH GROUP's services in connection with the Project shall not subject FARNSWORTH GROUP's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, CLIENT agrees that as CLIENT's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against FARNSWORTH GROUP, an Illinois corporation, and not against any of FARNSWORTH GROUP's individual employees, officers or directors.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using confidential information (i) when the confidential information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when confidential information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the confidential information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) is required by law or court order to be disclosed.

Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by FARNSWORTH GROUP and/or any subcontractor pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project or on any other project. Any reuse without specific written verification or adaptation by FARNSWORTH GROUP will be at CLIENT's sole risk, and without liability to FARNSWORTH GROUP, and CLIENT shall indemnify and hold harmless FARNSWORTH GROUP and/or any subcontractor from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FARNSWORTH GROUP to further compensation at rates to be agreed upon by CLIENT and FARNSWORTH GROUP.

Subcontracting: FARNSWORTH GROUP shall have the right to subcontract any part of the services and duties hereunder without the consent of CLIENT.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or FARNSWORTH GROUP. FARNSWORTH GROUP's services under this

Agreement are being performed solely for CLIENT's benefit, and no other party or entity shall have any claim against FARNSWORTH GROUP because of this Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document prepared hereunder. Neither FARNSWORTH GROUP nor CLIENT shall have any obligation to indemnify each other from third party claims. CLIENT and FARNSWORTH GROUP agree to require a similar provision in all contracts with Construction Contractors, Construction Subcontractors, vendors, and other entities involved in PROJECT to carry out the intent of this provision.

Insurance and Limitation: FARNSWORTH GROUP is covered by commercial general liability insurance, automobile liability insurance and workers compensation insurance with limits which FARNSWORTH GROUP considers reasonable. Certificates of all insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, FARNSWORTH GROUP agrees to indemnify and hold CLIENT harmless from any loss, damage or liability arising directly from any negligent act by FARNSWORTH GROUP. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability arising from any act by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on PROJECT over which FARNSWORTH GROUP has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that FARNSWORTH GROUP has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

Professional Liability Insurance and Limitation: FARNSWORTH GROUP is covered by professional liability insurance for its professional acts, errors and omissions, with limits which FARNSWORTH GROUP considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, FARNSWORTH GROUP agrees to indemnify and hold CLIENT harmless from loss, damage or liability arising from professional acts by FARNSWORTH GROUP and errors or omissions that exceed the industry standard of care for the services provided. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability arising from any act, error or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on PROJECT over which FARNSWORTH GROUP has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that FARNSWORTH GROUP has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

Additional Limitation: In recognition of the relative risks and benefits of PROJECT to both CLIENT and FARNSWORTH GROUP, the risks have been allocated such that CLIENT agrees that for the compensation herein provided FARNSWORTH GROUP cannot expose itself to damages disproportionate to the nature and scope of FARNSWORTH GROUP's services or the compensation payable to it hereunder. Therefore, to the maximum extent permitted by law, CLIENT agrees that the liability of FARNSWORTH GROUP to CLIENT for any and all causes of action, including, without limitation, contribution, asserted by CLIENT and arising out of or related to the negligent acts, errors or omissions of FARNSWORTH GROUP in performing professional services shall be limited to fifty thousand dollars (\$50,000) or the total fees paid to FARNSWORTH GROUP by CLIENT under this Agreement, whichever is greater ("Limitation"). CLIENT hereby waives and releases (i) all present and future claims against FARNSWORTH GROUP, other than those described in the previous sentence, and (ii) any liability of FARNSWORTH GROUP in excess of the Limitation. In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, FARNSWORTH GROUP would not have performed the services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of Professional liability insurance required of FARNSWORTH GROUP under this Agreement, (iv) the

Limitation is merely a Limitation of, and not an exculpation from, FARNSWORTH GROUP's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless FARNSWORTH GROUP, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to FARNSWORTH GROUP performing the services in accordance with the Standard of Care.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by FARNSWORTH GROUP, they shall be based upon the hourly fee schedule annually adopted by FARNSWORTH GROUP, as more fully set forth in a Schedule of Charges attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by said Schedule of Charges, and these fees will annually change at the beginning of each calendar year after the date of this Agreement.

Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of PROJECT. CLIENT shall compensate FARNSWORTH GROUP for any sales or value added taxes which apply to the services rendered under this Agreement or any amendment thereto. CLIENT shall reimburse FARNSWORTH GROUP for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by FARNSWORTH GROUP. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 1/2 percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to FARNSWORTH GROUP per FARNSWORTH GROUP's then current Schedule of Charges.

Opinions of Cost: Since FARNSWORTH GROUP has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, FARNSWORTH GROUP's opinions of probable project cost or construction cost for PROJECT will be based solely upon its own experience with construction, but FARNSWORTH GROUP cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If CLIENT wishes greater assurance as to the construction cost, CLIENT should employ an independent cost estimator.

Contingency Fund: CLIENT and FARNSWORTH GROUP acknowledge that changes may be required during construction because of possible ambiguities, inconsistencies, errors or omissions in the Contract Documents and, therefore, that the costs of the project may exceed the construction contract sum. CLIENT agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. CLIENT further agrees to make no claim by way of direct or third party action against FARNSWORTH GROUP or subcontractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

Subpoenas: CLIENT is responsible, after notification, for payment of time charges and expenses resulting from the required response by FARNSWORTH GROUP and/or any subcontractor to subpoenas issued by any party other than FARNSWORTH GROUP and/or any subcontractor in conjunction with the services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Right of Entry: CLIENT shall provide for FARNSWORTH GROUP's and/or any subcontractor's right to enter property owned by CLIENT and/or others in order for FARNSWORTH GROUP and/or any subcontractor to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this Agreement.

Utilities: CLIENT shall be responsible for designating the location of all utility lines and subterranean structures within the property line of PROJECT. CLIENT

agrees to waive any claim against FARNSWORTH GROUP and/or any subcontractor, and to indemnify and hold harmless from any claim or liability for injury or loss arising from FARNSWORTH GROUP and/or any subcontractor or other persons encountering utilities or other man-made objects that were not called to FARNSWORTH GROUP's attention or which were not properly located on documents furnished to FARNSWORTH GROUP. CLIENT further agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent or expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy.

Aquifer Contamination: Subsurface sampling may result in contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous substances or pollutants off-site. Because subsurface sampling is a necessary aspect of services which FARNSWORTH GROUP and/or any subcontractor may provide on CLIENT's behalf, CLIENT waives any claim against FARNSWORTH GROUP and/or any subcontractor, and agrees to indemnify and hold FARNSWORTH GROUP and/or any subcontractor harmless from any claim or liability for injury or loss which may arise as a result of alleged cross contamination caused by any sampling. CLIENT further agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent or expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of any type (soil, rock, water, manufactured materials, biological, etc.) will be discarded sixty (60) days after submittal of project deliverables. Upon CLIENT's authorization, samples will be either delivered in accordance with CLIENT's instructions or stored for an agreed charge.

Recognition of Risk: CLIENT acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at CLIENT's site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. FARNSWORTH GROUP's and/or any subcontractor's application of its present judgment will be subject to factors outlined in (1) and (2) above.

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalies, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. CLIENT and FARNSWORTH GROUP and/or any subcontractor agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. CLIENT and FARNSWORTH GROUP and/or any subcontractor also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for FARNSWORTH GROUP and/or any subcontractor to take immediate measures to protect human health and safety, and/or the environment. FARNSWORTH GROUP and/or any subcontractor agree to notify CLIENT as soon as possible if unanticipated known or suspected hazardous substances or pollutants are encountered. CLIENT encourages FARNSWORTH GROUP and/or any subcontractor to take any and all measures that in FARNSWORTH GROUP's and/or any subcontractor's professional opinion are justified to preserve and protect the health and safety of FARNSWORTH GROUP's and/or any subcontractor's personnel and the public, and/or the environment, and CLIENT agrees to compensate FARNSWORTH GROUP and/or any subcontractor for the additional cost of such measures. In addition, CLIENT waives any claim against FARNSWORTH GROUP and/or any subcontractor, and agrees to indemnify and hold FARNSWORTH GROUP and/or any subcontractor harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. CLIENT also agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time

spent and expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, with such compensation to be based upon FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy. Further, CLIENT recognizes that FARNSWORTH GROUP and/or any subcontractor has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will FARNSWORTH GROUP and/or any subcontractor act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

Job Site: CLIENT agrees that services performed by FARNSWORTH GROUP and/or any subcontractor during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with the Contract Documents. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Construction Contractor's or Construction Subcontractor's performance. FARNSWORTH GROUP and/or any subcontractor will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. FARNSWORTH GROUP and/or any subcontractor will not be responsible for Construction Contractor's or Construction Subcontractor's obligation to carry out the work according to the Contract Documents. FARNSWORTH GROUP and/or any subcontractor will not be considered an agent of the owner and will not have authority to direct Construction Contractor's or Construction Subcontractor's work or to stop work.

Shop Drawing Review: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall review shop drawings and/or submittals solely for their general conformance with FARNSWORTH GROUP's and/or any subcontractor's design concept and general conformance with information given in the Contract Documents. FARNSWORTH GROUP and/or any subcontractor shall not be responsible for any aspects of a shop drawing and/or submittal that affect or are affected by the means, methods, techniques, sequences, and procedures of construction, safety precautions and programs incidental thereto, all of which are the Construction Contractor's or Construction Subcontractor's responsibility. The Construction Contractor or Construction Subcontractor will be responsible for dimensions, lengths, elevations and quantities, which are to be confirmed and correlated at the jobsite, and for coordination of the work with that of all other trades. CLIENT warrants that the Construction Contractor and Construction Subcontractor shall be made aware of the responsibility to review shop drawings and/or submittals and approve them in these respects before submitting them to FARNSWORTH GROUP and/or any subcontractor.

Authority and Responsibility: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall not guarantee the work of any Construction Contractor or Construction Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

LEED Certification: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall not guarantee the LEED certification of any facility for which FARNSWORTH GROUP and/or any subcontractor provides commissioning, LEED consulting or energy modeling services. LEED certification and the number of points awarded are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Energy Models: The techniques and specific requirements for energy models used to meet LEED criteria have limitations that result in energy usage predictions that may differ from actual energy usage. FARNSWORTH GROUP and/or any subcontractor will endeavor to model energy usage very closely to actual usage, but CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. The number of LEED points awarded for energy efficiency are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Environmental Site Assessments: No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental

Conditions in connection with a Subject Property. Performance of an Environmental Site Assessment is intended to reduce, but not eliminate, uncertainty regarding potential for Recognized Environmental Conditions in connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will be obtained and reviewed from outside sources, potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group, Inc. (Farnsworth Group) cannot be responsible for the quality, accuracy, and content of information from these sources. Any non-scope items provided in the Phase I Environmental Site Assessment report are provided at the discretion of the environmental professional for the benefit of the client. Inclusion of any non-scope finding(s) does not imply a review of any other non-scope items with the Environmental Site Assessment investigation or report. The Environmental Site Assessment report is prepared for the sole and exclusive use of the client. Nothing under the Agreement between Farnsworth Group and their client shall be construed to give any rights or benefits to anyone outside the client's use and that of Farnsworth Group. All duties and responsibilities undertaken pursuant to the Agreement will be for the sole and exclusive benefit of the client and Farnsworth Group. In particular, Farnsworth Group does not intend, without its written consent, for this report to be disseminated to anyone beside the client, or to be used or relied upon by anyone beside the client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.



Schedule of Charges - January 1, 2017

Engineering/Surveying Professional Staff	Per Hour
Administrative Support.....	\$ 68.00
Engineering Intern I	\$ 107.00
Engineering Intern II	\$ 118.00
Engineer/Land Surveyor.....	\$ 129.00
Senior Engineer/Senior Land Surveyor	\$ 135.00
Project Engineer/Project Land Surveyor	\$ 148.00
Senior Project Engineer/Senior Project Land Surveyor	\$ 165.00
Engineering Manager/Land Surveying Manager.....	\$ 185.00
Senior Engineering Manager/Senior Land Surveying Manager.....	\$ 195.00
Principal/Vice President.....	\$ 203.00

Technical Staff	
Technician I	\$ 71.00
Technician II	\$ 94.00
Senior Technician.....	\$ 104.00
Chief Technician.....	\$ 120.00
Designer/Computer Specialist/Lead Technician	\$ 130.00
Senior Designer	\$ 135.00
Project Designer/Project Technician	\$ 143.00
Senior Project Designer/Systems Integration Manager	\$ 162.00
Design Manager/Government Affairs Manager.....	\$ 174.00
Technical Manager	\$ 183.00
Senior Technical Manager.....	\$ 196.00

Architecture/Landscape Architecture/Interior Design Professional Staff	
Designer I	\$ 97.00
Senior Interior Designer/Designer II	\$ 107.00
Architect/Designer III/Project Coordinator	\$ 122.00
Senior Architect/Senior Project Coordinator.....	\$ 129.00
Project Architect/Project Manager	\$ 141.00
Senior Project Architect/Senior Project Manager	\$ 155.00
Architectural Manager.....	\$ 165.00
Senior Architectural Manager	\$ 174.00
Principal – Architecture.....	\$ 197.00

Units	
Overtime, If Required by Client – Non-Exempt Employees Only	1.25xbilling rate
Expert Testimony.....	2xbilling rate
Per diem	\$51.00/day
ATV & Trailer	\$11.00/hr
Field Vehicle	\$13.00/hr
Automobile mileage	\$0.57/mile
Software/CAD/Revit Station	\$15.00/hr
Hand Held GPS	\$11.00/hr
GPS Unit (each).....	\$22.00/hr
Utility Locator/Robotic Total Station	\$22.00/hr
Subconsultants & Other Reimbursable Expenses Related to Project*	Cost+ 10%

*Includes the actual cost of prints/copies, supplies, travel charges, testing services, conferencing services, and other costs directly incidental to the performance of the above services.

CHARGES EFFECTIVE UNTIL JANUARY 1, 2018 UNLESS NOTIFIED

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Bob Mahrt, Interim City Administrator

MEETING

DATE: November 28, 2017

RE: Discussion on Professional Services Agreement for Miscellaneous Engineering Services (Farnsworth).

Background: City Staff periodically requires consulting engineering services for preparation of legal descriptions, review of plats/site plans, review of storm water plans/calculations, surveying, and minor infrastructure design.

It should be understood that the Master Services Agreement for Engineering Services has lapsed and City Staff does still need access to consulting engineers. The Farnsworth Group had been requested to submit a Professional Services Agreement for Miscellaneous Services to assist City Staff on minor projects. (A copy of the Professional Services Agreement is attached for City Council review).

Fiscal Impact: The Professional Services Agreement for Miscellaneous Services has a not to exceed cost of \$10,000.

Committee of the Whole Recommendation: Place the Professional Services Agreement from Farnsworth Group for Miscellaneous Services on the City Council Regular Agenda for December 4, 2017.

City Council Recommendation: Approve the Professional Services Agreement from Farnsworth Group for Miscellaneous Services.



AGREEMENT FOR PROFESSIONAL SERVICES HOURLY CHARGES

This Agreement is effective this 14th day of November in the year 2017, between Farnsworth Group, Inc., hereinafter referred to as FARNSWORTH GROUP, of 100 Walnut Street, Suite 200, Peoria, IL 61602, and City of Lincoln, hereinafter referred to as CLIENT, of 700 Broadway Street, Lincoln, IL 62656.

By signing this Agreement, CLIENT retains FARNSWORTH GROUP to provide professional services in connection with "Miscellaneous Services" hereinafter referred to as PROJECT.

By this Agreement:

The scope of FARNSWORTH GROUP's services on the PROJECT is as follows:

- Provide survey, annexation plats, plan review and other miscellaneous services as requested by the City.
- Perform surveys, reviews, engineering and other requested activities.
- Develop and provide reports, survey plats and memos.

The estimated schedule for FARNSWORTH GROUP's services on the PROJECT is as follows:

- Commencement Date: As requested by the City
- Days Necessary to Complete: To be determined for each task
- Completion Date: To be determined for each task

CLIENT agrees to compensate FARNSWORTH GROUP for providing the above services and expenses on the basis of Hourly Charges as further delineated below in accordance with the Schedule of Charges annually adopted by FARNSWORTH GROUP:

- Monthly invoicing, on a time and material basis to a maximum fee.

INVOICING:

All invoices submitted under this Agreement should be sent to the following address and should reference Miscellaneous Services:

City of Lincoln
Attn: Robert Mahrt, Interim City Administrator
700 Broadway St.
Lincoln, IL 62656

The estimated total Hourly Charges for FARNSWORTH GROUP's services and expenses on the PROJECT is to be determined per task, but total not to exceed \$10,000.

The attached current Schedule of Charges is incorporated into and made a part of this Agreement.

The attached General Conditions are incorporated into and made a part of this Agreement. CLIENT and FARNSWORTH GROUP hereby agree to and accept the terms and conditions stated above, including those stated in the attached General Conditions.

<u>Farnsworth Group, Inc.</u> <u>FARNSWORTH GROUP</u>	<u>City of Lincoln</u> <u>CLIENT</u>
<u>Signature</u>	<u>Signature</u>
<u>Gary W. Davis</u> <u>Typed Name</u>	<u>Typed Name</u>
<u>Principal</u> <u>Title</u>	<u>Title</u>
<u>Date</u>	<u>Date</u>
<u>Gary W. Davis</u> <u>Principal Contact Typed Name</u>	<u>Principal Contact Typed Name</u>
<u>gdavis@f-w.com (309)-696-1064</u> <u>Contact Information (e-mail, phone, etc.)</u>	<u>Contact Information (e-mail, phone, etc.)</u>

Date: November 14, 2017**Client:** City of Lincoln**Project:** Miscellaneous Services

Reference Conditions: Farnsworth Group, Inc. will hereinafter be referred to as FARNSWORTH GROUP, the above referenced Client will be referred to as CLIENT, and the above referenced Project will hereinafter be referred to either as PROJECT or by abbreviation as above set forth. FARNSWORTH GROUP is defined as including Farnsworth Group, Inc. and its subsidiaries, affiliates, contractors, subcontractors and agents, including their respective officers, directors, employees, successors and assigns.

Entire Agreement: This Agreement is the entire Agreement between CLIENT and FARNSWORTH GROUP. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of the Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and FARNSWORTH GROUP.

Modification to the Agreement: CLIENT or FARNSWORTH GROUP may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of FARNSWORTH GROUP's compensation, to which CLIENT and FARNSWORTH GROUP mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

Severability: If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Governing Law: This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Compliance with Law: In the performance of services to be provided hereunder, FARNSWORTH GROUP and CLIENT agree to comply with applicable federal, state, and local laws and ordinances and lawful order, rules, and regulations of any constituted authority.

Force Majeure: Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or

hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Standard of Care: Services performed by FARNSWORTH GROUP under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

Statutes of Repose and Limitation: All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date FARNSWORTH GROUP's services are completed or terminated.

Assignment: Neither party to this Agreement shall transfer or assign any rights under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party.

Precedence: These General Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding FARNSWORTH GROUP's services.

Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for PROJECT or following completion of PROJECT, CLIENT and FARNSWORTH GROUP agree that all disputes between them arising out of or relating to the Agreement or PROJECT shall first be negotiated between senior officers of CLIENT and FARNSWORTH GROUP for up to 30 days before being submitted to mediation. In the event negotiation and mediation are not successful, either CLIENT or FARNSWORTH GROUP may seek a resolution in any state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

Timeliness of Performance: FARNSWORTH GROUP will begin work under this Agreement upon receipt of a fully executed copy of this Agreement. CLIENT and FARNSWORTH GROUP are aware that many factors outside FARNSWORTH GROUP's control may affect FARNSWORTH GROUP's ability to complete the services to be provided under this Agreement. FARNSWORTH GROUP will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Suspension: CLIENT or FARNSWORTH GROUP may suspend all or a portion of the work under this Agreement by notifying the other party in writing if unforeseen circumstances beyond control of CLIENT or FARNSWORTH GROUP make normal progress of the work impossible. FARNSWORTH GROUP may suspend work in the event CLIENT does not pay invoices when due, and FARNSWORTH GROUP shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the

number of days work is suspended. If the period of suspension exceeds 90 days, FARNSWORTH GROUP shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

Termination: This Agreement may be terminated for cause by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, FARNSWORTH GROUP will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor FARNSWORTH GROUP, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to PROJECT or the Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and FARNSWORTH GROUP shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in PROJECT.

Personal Liability: It is intended by the parties to this Agreement that FARNSWORTH GROUP's services in connection with the Project shall not subject FARNSWORTH GROUP's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, CLIENT agrees that as CLIENT's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against FARNSWORTH GROUP, an Illinois corporation, and not against any of FARNSWORTH GROUP's individual employees, officers or directors.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using confidential information (i) when the confidential information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when confidential information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the confidential information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) is required by law or court order to be disclosed.

Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by FARNSWORTH GROUP and/or any subcontractor pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project or on any other project. Any reuse without specific written verification or adaptation by FARNSWORTH GROUP will be at CLIENT's sole risk, and without liability to FARNSWORTH GROUP, and CLIENT shall indemnify and hold harmless FARNSWORTH GROUP and/or any subcontractor from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FARNSWORTH GROUP to further compensation at rates to be agreed upon by CLIENT and FARNSWORTH GROUP.

Subcontracting: FARNSWORTH GROUP shall have the right to subcontract any part of the services and duties hereunder without the consent of CLIENT.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or FARNSWORTH GROUP. FARNSWORTH GROUP's services under this

Agreement are being performed solely for CLIENT's benefit, and no other party or entity shall have any claim against FARNSWORTH GROUP because of this Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document prepared hereunder. Neither FARNSWORTH GROUP nor CLIENT shall have any obligation to indemnify each other from third party claims. CLIENT and FARNSWORTH GROUP agree to require a similar provision in all contracts with Construction Contractors, Construction Subcontractors, vendors, and other entities involved in PROJECT to carry out the intent of this provision.

Insurance and Limitation: FARNSWORTH GROUP is covered by commercial general liability insurance, automobile liability insurance and workers compensation insurance with limits which FARNSWORTH GROUP considers reasonable. Certificates of all insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, FARNSWORTH GROUP agrees to indemnify and hold CLIENT harmless from any loss, damage or liability arising directly from any negligent act by FARNSWORTH GROUP. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability arising from any act by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on PROJECT over which FARNSWORTH GROUP has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that FARNSWORTH GROUP has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

Professional Liability Insurance and Limitation: FARNSWORTH GROUP is covered by professional liability insurance for its professional acts, errors and omissions, with limits which FARNSWORTH GROUP considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, FARNSWORTH GROUP agrees to indemnify and hold CLIENT harmless from loss, damage or liability arising from professional acts by FARNSWORTH GROUP and errors or omissions that exceed the industry standard of care for the services provided. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability arising from any act, error or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on PROJECT over which FARNSWORTH GROUP has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that FARNSWORTH GROUP has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

Additional Limitation: In recognition of the relative risks and benefits of PROJECT to both CLIENT and FARNSWORTH GROUP, the risks have been allocated such that CLIENT agrees that for the compensation herein provided FARNSWORTH GROUP cannot expose itself to damages disproportionate to the nature and scope of FARNSWORTH GROUP's services or the compensation payable to it hereunder. Therefore, to the maximum extent permitted by law, CLIENT agrees that the liability of FARNSWORTH GROUP to CLIENT for any and all causes of action, including, without limitation, contribution, asserted by CLIENT and arising out of or related to the negligent acts, errors or omissions of FARNSWORTH GROUP in performing professional services shall be limited to fifty thousand dollars (\$50,000) or the total fees paid to FARNSWORTH GROUP by CLIENT under this Agreement, whichever is greater ("Limitation"). CLIENT hereby waives and releases (i) all present and future claims against FARNSWORTH GROUP, other than those described in the previous sentence, and (ii) any liability of FARNSWORTH GROUP in excess of the Limitation. In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, FARNSWORTH GROUP would not have performed the services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of Professional liability insurance required of FARNSWORTH GROUP under this Agreement, (iv) the

Limitation is merely a Limitation of, and not an exculpation from, FARNSWORTH GROUP's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless FARNSWORTH GROUP, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to FARNSWORTH GROUP performing the services in accordance with the Standard of Care.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by FARNSWORTH GROUP, they shall be based upon the hourly fee schedule annually adopted by FARNSWORTH GROUP, as more fully set forth in a Schedule of Charges attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by said Schedule of Charges, and these fees will annually change at the beginning of each calendar year after the date of this Agreement.

Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of PROJECT. CLIENT shall compensate FARNSWORTH GROUP for any sales or value added taxes which apply to the services rendered under this Agreement or any amendment thereto. CLIENT shall reimburse FARNSWORTH GROUP for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by FARNSWORTH GROUP. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 ½ percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to FARNSWORTH GROUP per FARNSWORTH GROUP's then current Schedule of Charges.

Opinions of Cost: Since FARNSWORTH GROUP has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, FARNSWORTH GROUP's opinions of probable project cost or construction cost for PROJECT will be based solely upon its own experience with construction, but FARNSWORTH GROUP cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If CLIENT wishes greater assurance as to the construction cost, CLIENT should employ an independent cost estimator.

Contingency Fund: CLIENT and FARNSWORTH GROUP acknowledge that changes may be required during construction because of possible ambiguities, inconsistencies, errors or omissions in the Contract Documents and, therefore, that the costs of the project may exceed the construction contract sum. CLIENT agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. CLIENT further agrees to make no claim by way of direct or third party action against FARNSWORTH GROUP or subcontractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

Subpoenas: CLIENT is responsible, after notification, for payment of time charges and expenses resulting from the required response by FARNSWORTH GROUP and/or any subcontractor to subpoenas issued by any party other than FARNSWORTH GROUP and/or any subcontractor in conjunction with the services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Right of Entry: CLIENT shall provide for FARNSWORTH GROUP's and/or any subcontractor's right to enter property owned by CLIENT and/or others in order for FARNSWORTH GROUP and/or any subcontractor to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this Agreement.

Utilities: CLIENT shall be responsible for designating the location of all utility lines and subterranean structures within the property line of PROJECT. CLIENT

agrees to waive any claim against FARNSWORTH GROUP and/or any subcontractor, and to indemnify and hold harmless from any claim or liability for injury or loss arising from FARNSWORTH GROUP and/or any subcontractor or other persons encountering utilities or other man-made objects that were not called to FARNSWORTH GROUP's attention or which were not properly located on documents furnished to FARNSWORTH GROUP. CLIENT further agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent or expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy.

Aquifer Contamination: Subsurface sampling may result in contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous substances or pollutants off-site. Because subsurface sampling is a necessary aspect of services which FARNSWORTH GROUP and/or any subcontractor may provide on CLIENT's behalf, CLIENT waives any claim against FARNSWORTH GROUP and/or any subcontractor, and agrees to indemnify and hold FARNSWORTH GROUP and/or any subcontractor harmless from any claim or liability for injury or loss which may arise as a result of alleged cross contamination caused by any sampling. CLIENT further agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent or expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of any type (soil, rock, water, manufactured materials, biological, etc.) will be discarded sixty (60) days after submittal of project deliverables. Upon CLIENT's authorization, samples will be either delivered in accordance with CLIENT's instructions or stored for an agreed charge.

Recognition of Risk: CLIENT acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at CLIENT's site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. FARNSWORTH GROUP's and/or any subcontractor's application of its present judgment will be subject to factors outlined in (1) and (2) above.

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalies, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. CLIENT and FARNSWORTH GROUP and/or any subcontractor agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. CLIENT and FARNSWORTH GROUP and/or any subcontractor also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for FARNSWORTH GROUP and/or any subcontractor to take immediate measures to protect human health and safety, and/or the environment. FARNSWORTH GROUP and/or any subcontractor agree to notify CLIENT as soon as possible if unanticipated known or suspected hazardous substances or pollutants are encountered. CLIENT encourages FARNSWORTH GROUP and/or any subcontractor to take any and all measures that in FARNSWORTH GROUP's and/or any subcontractor's professional opinion are justified to preserve and protect the health and safety of FARNSWORTH GROUP's and/or any subcontractor's personnel and the public, and/or the environment, and CLIENT agrees to compensate FARNSWORTH GROUP and/or any subcontractor for the additional cost of such measures. In addition, CLIENT waives any claim against FARNSWORTH GROUP and/or any subcontractor, and agrees to indemnify and hold FARNSWORTH GROUP and/or any subcontractor harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. CLIENT also agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time

spent and expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, with such compensation to be based upon FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy. Further, CLIENT recognizes that FARNSWORTH GROUP and/or any subcontractor has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will FARNSWORTH GROUP and/or any subcontractor act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

Job Site: CLIENT agrees that services performed by FARNSWORTH GROUP and/or any subcontractor during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with the Contract Documents. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Construction Contractor's or Construction Subcontractor's performance. FARNSWORTH GROUP and/or any subcontractor will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. FARNSWORTH GROUP and/or any subcontractor will not be responsible for Construction Contractor's or Construction Subcontractor's obligation to carry out the work according to the Contract Documents. FARNSWORTH GROUP and/or any subcontractor will not be considered an agent of the owner and will not have authority to direct Construction Contractor's or Construction Subcontractor's work or to stop work.

Shop Drawing Review: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall review shop drawings and/or submittals solely for their general conformance with FARNSWORTH GROUP's and/or any subcontractor's design concept and general conformance with information given in the Contract Documents. FARNSWORTH GROUP and/or any subcontractor shall not be responsible for any aspects of a shop drawing and/or submittal that affect or are affected by the means, methods, techniques, sequences, and procedures of construction, safety precautions and programs incidental thereto, all of which are the Construction Contractor's or Construction Subcontractor's responsibility. The Construction Contractor or Construction Subcontractor will be responsible for dimensions, lengths, elevations and quantities, which are to be confirmed and correlated at the jobsite, and for coordination of the work with that of all other trades. CLIENT warrants that the Construction Contractor and Construction Subcontractor shall be made aware of the responsibility to review shop drawings and/or submittals and approve them in these respects before submitting them to FARNSWORTH GROUP and/or any subcontractor.

Authority and Responsibility: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall not guarantee the work of any Construction Contractor or Construction Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

LEED Certification: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall not guarantee the LEED certification of any facility for which FARNSWORTH GROUP and/or any subcontractor provides commissioning, LEED consulting or energy modeling services. LEED certification and the number of points awarded are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Energy Models: The techniques and specific requirements for energy models used to meet LEED criteria have limitations that result in energy usage predictions that may differ from actual energy usage. FARNSWORTH GROUP and/or any subcontractor will endeavor to model energy usage very closely to actual usage, but CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. The number of LEED points awarded for energy efficiency are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Environmental Site Assessments: No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental

Conditions in connection with a Subject Property. Performance of an Environmental Site Assessment is intended to reduce, but not eliminate, uncertainty regarding potential for Recognized Environmental Conditions in connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will be obtained and reviewed from outside sources, potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group, Inc. (Farnsworth Group) cannot be responsible for the quality, accuracy, and content of information from these sources. Any non-scope items provided in the Phase I Environmental Site Assessment report are provided at the discretion of the environmental professional for the benefit of the client. Inclusion of any non-scope finding(s) does not imply a review of any other non-scope items with the Environmental Site Assessment investigation or report. The Environmental Site Assessment report is prepared for the sole and exclusive use of the client. Nothing under the Agreement between Farnsworth Group and their client shall be construed to give any rights or benefits to anyone outside the client's use and that of Farnsworth Group. All duties and responsibilities undertaken pursuant to the Agreement will be for the sole and exclusive benefit of the client and Farnsworth Group. In particular, Farnsworth Group does not intend, without its written consent, for this report to be disseminated to anyone beside the client, or to be used or relied upon by anyone beside the client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.



Schedule of Charges - January 1, 2017

Engineering/Surveying Professional Staff	Per Hour
Administrative Support.....	\$ 68.00
Engineering Intern I	\$ 107.00
Engineering Intern II	\$ 118.00
Engineer/Land Surveyor	\$ 129.00
Senior Engineer/Senior Land Surveyor	\$ 135.00
Project Engineer/Project Land Surveyor	\$ 148.00
Senior Project Engineer/Senior Project Land Surveyor	\$ 165.00
Engineering Manager/Land Surveying Manager	\$ 185.00
Senior Engineering Manager/Senior Land Surveying Manager	\$ 195.00
Principal/Vice President.....	\$ 203.00

Technical Staff

Technician I	\$ 71.00
Technician II	\$ 94.00
Senior Technician	\$ 104.00
Chief Technician	\$ 120.00
Designer/Computer Specialist/Lead Technician	\$ 130.00
Senior Designer	\$ 135.00
Project Designer/Project Technician	\$ 143.00
Senior Project Designer/Systems Integration Manager	\$ 162.00
Design Manager/Government Affairs Manager	\$ 174.00
Technical Manager	\$ 183.00
Senior Technical Manager	\$ 196.00

Architecture/Landscape Architecture/Interior Design Professional Staff

Designer I	\$ 97.00
Senior Interior Designer/Designer II	\$ 107.00
Architect/Designer III/Project Coordinator	\$ 122.00
Senior Architect/Senior Project Coordinator	\$ 129.00
Project Architect/Project Manager	\$ 141.00
Senior Project Architect/Senior Project Manager	\$ 155.00
Architectural Manager	\$ 165.00
Senior Architectural Manager	\$ 174.00
Principal – Architecture	\$ 197.00

Units

Overtime, If Required by Client – Non-Exempt Employees Only	1.25xbilling rate
Expert Testimony	2xbilling rate
Per diem	\$51.00/day
ATV & Trailer	\$11.00/hr
Field Vehicle	\$13.00/hr
Automobile mileage	\$0.57/mile
Software/CAD/Revit Station	\$15.00/hr
Hand Held GPS	\$11.00/hr
GPS Unit (each).....	\$22.00/hr
Utility Locator/Robotic Total Station	\$22.00/hr
Subconsultants & Other Reimbursable Expenses Related to Project*	Cost+ 10%

*Includes the actual cost of prints/copies, supplies, travel charges, testing services, conferencing services, and other costs directly incidental to the performance of the above services.

CHARGES EFFECTIVE UNTIL JANUARY 1, 2018 UNLESS NOTIFIED

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Bob Mahrt, Interim City Administrator

MEETING

DATE: November 28, 2017

RE: Discussion on Settlement Agreement regarding Kevin Logan v. City of Lincoln.

Background:

The City is in receipt of a Settlement Agreement regarding the case of Kevin Logan v. City of Lincoln before the U.S District Court for the Central District of Illinois for a disability claim made by a former employee under the Americans with Disabilities Act upon termination of employment on April 14, 2014. Following a settlement conference before the Court on September 12, 2017 and subsequent discussions, the parties agreed to the terms outlined in the attached Settlement Agreement.

Fiscal Impact: A significant portion of the settlement amount is to be covered by the City's Employment Practices Liability Policy. This policy provides limits of liability of \$1MM for each occurrence and a \$1MM annual aggregate limit with a \$5,000 each wrongful act deductible. In addition, the policy contains a separate "Back Wages" Limit of Liability of \$50,000 with a separate \$10,000 "Back Wages" deductible.

The total settlement amount is \$92,500. The City will be contributing \$20,000 towards the settlement amount which consists of the \$10,000 "Back Wages" deductible and an additional contribution of \$10,000 towards the Settlement Agreement.

Committee of the Whole Recommendation: Place the Settlement Agreement on the City Council Consent Agenda for December 4, 2017.

City Council Recommendation: Approve the Settlement Agreement and authorize the Mayor to execute the document.

RELEASE

This Release ("Agreement") made and entered into this _____ day of _____, 2017, by and between the **CITY OF LINCOLN, ILLINOIS** ("the City"), and **KEVIN LOGAN** ("Logan"), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Logan has asserted certain claims against the City based upon and arising out of his former employment with the City, for which he has brought an action denominated as *Kevin Logan v. City of Lincoln, Illinois*, Case No. 15 CV 3325, currently pending in the United States District Court for the Central District of Illinois, Springfield Division (the "Action"); and

WHEREAS, the City has denied, defended and disputed the allegations and claims contained in the Action; and

WHEREAS, the Parties desire to settle and resolve the Action and all other disputes and claims which have been or could have been asserted between them and to resolve all matters arising out of Logan's employment-related claims against the City, except two workers' compensation claims currently pending in the Illinois Workers' Compensation Commission, identified as 13 WC 042019 and 14 WC 014797; and

WHEREAS, Logan, after careful consideration and of his own volition, and the City have determined to resolve their disputes upon the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. **Payments.** In consideration for Logan's withdrawal of the Action, and the release of claims as provided in this Agreement, the City will pay to Logan the total gross sum of Ninety-Two Thousand Five Hundred Dollars (\$92,500.00). Logan expressly acknowledges that the payment of this sum, in addition to representing payment for injuries sustained by him and is also in full payment for all claims which Logan or his attorneys may have for costs or attorneys' fees, including, but not limited to, fees under 42 U.S.C. 1988. The parties contemplate that \$35,000 of the settlement proceeds shall be apportioned for the payment of attorney fees.

Payment shall be made on an IRS Form 1099. Logan shall also be solely liable for any and all tax liabilities that may arise in connection with any payments and/or benefits provided to him pursuant to this Agreement. Logan acknowledges that neither the Trident Insurance nor the City make any representations or warranties regarding whether and to what extent any of the settlement proceeds may be deemed taxable income and thereby subject to income tax withholding, either state or federal, or other withholdings, including, but not limited to Social Security, Medicare, unemployment compensation, FUTA or FICA. Should Logan fail to fully and properly satisfy any and all or his share of any pension, tax, or other liabilities

which may arise from any determination that the settlement amount was subject to withholdings, he shall hold harmless and indemnify the City and its insurer against any and all claims, damages, and costs, including attorneys' fees, that the City might incur as a result of the settlement and the settlement proceeds.

2. **Withdrawal of the Action.** In exchange for the receipt of the payment provided him pursuant to the terms of this Agreement, Logan agrees to dismiss the aforementioned Action and file a stipulation of dismissal with prejudice.
3. **Release of Claims and Covenant Not to Sue.** In consideration of the promises and payments contained herein, Logan and his heirs, agents, representatives, successors, executors and assigns, and each and every one of them, hereby release and forever discharge, and hold harmless the City and their members, officers, agents, representatives, administrators, employees, insurers, successors and assigns, and each and every one of them, from any and all matters, claims, complaints, charges, demands, causes of action, debts, dues, liabilities, controversies, obligations, fees (including, but not limited to, attorneys' fees), judgments, and suits of every kind and nature whatsoever, as of the date of this Agreement, both in court or with an administrative body, which Logan may now have or claim to have or which may hereinafter accrue, whether known or unknown, anticipated or unanticipated, against the City and its officers, agents, representatives, administrators, employees, insurers, successors and assigns, and each and every one of them, by reason of any act done or omitted to be done connected with the past or present relationship between the parties arising out of Logan's employment with or termination from the City, except for two workers' compensation claims currently pending in the Illinois Workers' Compensation Commission, identified as 13 WC 042019 and 14 WC 014797.

This release specifically includes, but is not limited to, rights or claims before a court or administrative body which Logan may have relating to his employment with the City arising under the *Age Discrimination in Employment Act of 1967*, 29 U.S.C. Sec. 621 *et seq.* as amended, the *Americans with Disabilities Act of 1990*, 42 U.S.C. Sec. 12101 *et seq.* as amended, *Section 504 of the Rehabilitation Act of 1973*, 29 U.S.C. Sec. 794(a), *Title VII of the Civil Rights Act of 1991*, 42 U.S.C. 2000e *et seq.*, the *Illinois Human Rights Act*, 775 ILCS 5/1 *et seq.*, the *Illinois Wage Payment and Collection Act*, 820 ILCS 115/1 *et seq.*, the Illinois and United States Constitutions, and any other federal, state, or local statute, law, administrative regulation, order, collective bargaining agreement, or City policy.

Further, Logan commits and covenants not to initiate or voluntarily participate in any litigation, administrative proceeding, arbitration, or other similar process against the City, and the City's officers, agents, representatives, administrators, employees, insurers, successors and assigns, related to the past or present relationship between the parties arising out of his employment with the City, except for enforcement of the terms of this Agreement and the aforementioned pending workers' compensation claims. If Logan violates this Agreement by suing the City for any reason for which suit is precluded under this Agreement, Logan agrees that he will pay all costs and expenses incurred by the City in defending such a lawsuit, including reasonable attorneys' fees.

4. **Contractual Capacity.** Logan acknowledges that he has entered into this Agreement voluntarily and knowingly and with the full and complete authority and contractual capacity to do so. Logan affirms that he has had ample opportunity to review the terms of this Agreement and to consult with an attorney prior to executing this document, and he further acknowledges that he has consulted his attorneys with respect to the terms and conditions of this Agreement. Logan also acknowledges that he fully understands this Agreement and the effect of signing and executing the Agreement.
5. **No Additional Benefits.** No promise has been made by either Party to pay the other any other or future consideration except as set forth in this Agreement. Logan shall not be entitled to any additional benefits from the City other than that specifically contained in this Agreement. Logan acknowledges and agrees that the payments and promises made in this Agreement exceed any payment, benefit, or other thing of value which he already is entitled to receive from the City.
6. **Confidentiality Understanding.** Logan and the City agree that the payments, terms, and conditions provided under this Agreement are confidential and shall not be revealed, except as required by any federal or Illinois law, including requests under the Freedom of Information Act (FOIA). The Parties further agree that neither party, nor their attorneys, will initiate or report the facts of this settlement or the Agreement to any news source or news agency and, in the event that a party is contacted by any person or entity regarding the subject matter of the Agreement, the party or the attorneys shall state: "This Action has been resolved and settled to the satisfaction of all Parties and the litigation has been dismissed, with prejudice," or words to that effect.
7. **No Admission.** The Parties agree that nothing in this Agreement or the settlement of this dispute shall be construed as an admission by either of them of any wrongdoing or violation of any applicable law and that nothing in this Agreement shall be so construed by any other person.
8. **Mutual Non-Disparagement.** Logan and the City agree that they are resolving their dispute and that they do not wish to harbor ill will or resentment towards each other. In furtherance of this goal, the parties agree that they will not make any comments that are, or could be interpreted to be, disparaging or derogatory or that paint the other party in a negative light as it relates to incidents that have occurred in the past. Specifically, Logan agrees, among other things, that he will not make any disparaging, derogatory or negative comments about the City's handling of his employment and the incidents that surrounded the termination of his employment. The City agrees that it will not make disparaging comments about Logan's employment with it, his tenure, or his work performance. The City's obligation pursuant to this Section is limited to comments made by members Board of Trustees or City's officials. It is understood that the City is a governmental entity and nothing in this agreement precludes Logan from, in the future, commenting upon matters of municipal governance or otherwise engaging in local political activities. If either party breaches the commitments contained in this Section, that party will be liable to the other for any resulting harm incurred.

9. **Lien Satisfaction.** Logan agrees to satisfy any lien which may currently be outstanding for legal or medical services rendered to him, any liens arising by virtue of any policy of insurance covering the injuries to Logan, or by virtue of any liens held by any branch of government. Logan further agrees to defend, indemnify, and hold harmless and to pay attorney fees for the Governing Bodies for any claims, actions, causes of action, litigation or otherwise which may be brought by or on behalf of anyone claiming to hold a lien against the proceeds of this settlement.

10. **Miscellaneous**

- a. **Effect of Agreement.** This Agreement shall inure to the benefit of and bind the City and its officers, agents, representatives, administrators, employees, insurers, successors and assigns, and each and every one of them, and Logan and his heirs, agents, representatives, successors, executors and assigns, and each and every one of them.
- b. **Complete Understanding.** This Agreement sets forth all of the promises, agreements, conditions, and understandings between the Parties relative to its subject matter, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist among the Parties.
- c. **Amendments.** No subsequent alteration, amendment, change, addition, deletion, or modification to this Agreement shall be binding upon the Parties unless reduced to writing and duly authorized and signed by each of them.
- d. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- e. **Execution.** This Agreement may be executed in duplicate counterparts, and any Party may sign any counterpart. A set of counterparts bearing the signatures of each Party shall constitute the Agreement as fully as if all of the Parties have signed a single document.

IN WITNESS WHEREOF, the Parties have approved and executed this Agreement in triplicate on the date indicated.

KEVIN LOGAN

CITY OF LINCOLN

By: _____