#### <u>CITY OF LINCOLN</u> <u>REGULAR COMMITTEE OF THE WHOLE MEETING</u> <u>AGENDA</u> <u>MARCH 27, 2018</u> <u>CITY HALL COUNCIL CHAMBERS</u> <u>7:00 PM</u>

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Public Participation
- 4. Jason Lawrence Lincoln Center's Employment Services
- 5. Logan County Board of Tourism Contract with City Leasing/occupying The Depot
- 6. Resolution to waive conflict of interest regarding legal representation City of Lincoln and Abraham Lincoln Memorial Hospital
- 7. Ordinance Authorizing Execution of the Illinois Public Works Mutual Aid Network Agreement (IPWMAN)
- 8. Illinois Public Works Mutual Aid Network Agreement
- 9. New Police Station North Parking Lot Bid Award
- 10. New Police Station North Garage Bid Award
- 11. Discussion on Stop/Yield Signs at "open" intersections
- 12. Discussion on Dock Dogs
- 13. Discussion regarding 2018-2019 Budget
- 14. Announcements
- 15. Executive Session 2C1 Personnel
- 16. Adjournment
- 17. Upcoming Meetings City Council: Monday, April 2, 2018 Committee of the Whole: Tuesday, April 10, 2018

# Need a job?

## Let us help you find the right job and employer.



Get help finding a job



Get help contacting employers



Get help changing jobs



Choose the type of work that interests you

## **INTERESTED?**

Contact Community Employment Services: 217-732-8723 Hours: 8 a.m.- 4 p.m. | Monday through Friday



760 S. Postville Drive, Lincoln IL 62656 217–735–1413 | Hours: 8 a.m.–4 p.m. | Monday through Friday MemorialBehavioralHealth.org

#### **Program Benefits**

Community Employment Services Program offers many perks including:

- Employment services free of charge
- Interview preparation
- Job coaching
- Skill development
- On-the-job training
- Mentoring
- Potential tax breaks



Contact Community Employment Services in Lincoln.

217-732-8723

760 S. Postville Dr. Lincoln, IL 62656

Hours: 8 a.m.-4 p.m. Monday through Friday



184-0499 12/28/17

MemorialBehavioralHealth.org





**Community Employce Services** 

Creating opportunities for individuals to take steps to become independent.





217-732-8723

#### **Our Goal**

The goal of the Community Employment Services program is to link employers with motivated and qualified individuals.

By establishing and maintaining relationships with employers, we learn about specific business needs and relate these concepts to our clients through training and counseling. Our goals fit well with what employers want. We desire success for your business and your employee.

#### What We Do

Community Employment Services serves people, employers and the Logan/Mason county communities.

Our community employment service staff works to match employer needs with the person's interests and abilities.

#### **Employer Benefits**

Employers can contact a community employment service staff for more information on tax incentives and other available benefits.

Companies gain loyal, eager workers who are excited to be a part of the greater community and who genuinely want to do their jobs well.

#### Story of Success



Tim McDougall has received services from Memorial Behavioral Health— Lincoin Center for Developmental Rehabilitation for more than 26 years. Over the years, Tim has become independent by participating in programs such as developmental training, supported employment programs and home-based supports.

Tim has been happily employed at Abraham Lincoln Memorial Hospital for the last 17 years. He volunteers and has become a leader in his community. He was selected as Lincoln Citizen of the Year

"We are thankful for the Lincoln-area residents and businesses that donate, employ and help our clients in so many ways every day," said Poggy Ross-Jones, administrator at Memorial Behavioral Health—Lincoln Center for Developmental Rehabilitation. To: City Council Members From: Logan County Board of Tourism Regarding: Tourism leasing/occupying The Depot

#### Proposal

- 1. Tourism would occupy the entire space of The Depot. (If no one else is interested in the space tourism would clean and furnish this space. If no one occupies this space it would sit empty and city would need to care for and clean it.)
- The enclosed room would become the Director's office and would keep things that need to be secured when tourism is closed.
- 3. For the remaining space, there has been much discuss of several different options including Lincoln and Logan County historical displays, a small souvenir shop and an area with tourism's fliers with information with all of the surrounding communities in Logan County.
- 4. Tourism would be responsible for the inside cleaning including restrooms and stocking its supplies, if we occupy the entire building. Tourism would only be responsible for cleaning and inside maintenance of the portion of the building we occupy. Therefore, it makes sense that tourism would occupy the entire building.
- 5. City would care for lawn mowing and outside maintenance.
- 6. Tourism's rent would include: Rent, Trash, Internet, Ameren, Sewer, and Water. (Currently tourism is paying approximately \$615 to \$650 per month for these services and we would like to stay close to that amount.)
- 7. Tourism would furnish the space we occupy with suitable furnishing that would complement the depot with the assistance/approval from city council.

#### LEASE AGREEMENT

THIS LEASE AGREEMENT is made in duplicate at Lincoln, Illinois, as of the 1<sup>st</sup> day of May, 2018, (herein defined as "Execution Date") between CITY OF LINCOLN, an Illinois municipal corporation located in Logan County, Illinois, hereinafter referred to as "Lessor", and LOGAN COUNTY TOURISM BUREAU, an Illinois corporation with its principal office at 1555 5<sup>th</sup> Street, Lincoln, Illinois 62656, hereinafter referred to as "Lessee".

I. RECITALS AND REPRESENTATIONS:

A. Lessor holds record title to certain improved real estate, a portion of which is commonly known as 101 N. Chicago Street, Lincoln, Logan County, Illinois, which real estate is legally described as:

> A Part of the Northeast Quarter of the Southeast Quarter of Section 31, Township 20 North, Range 2 West of the Third Principal Meridian, Logan County, Illinois, more particularly described as follows: Commencing at the Northeast corner of Section 31; thence South 00°-00'-00" West, bearing referenced to the Plat of Survey in Volume 138 on page 49 in the Office of the Recorder in Logan County, Illinois, along the East line of said Section 31, said line also being the East right of way of State Route 121, locally known as Limit Street, a distance of 2809.16 feet; thence North 90°-00'-00" West (DESC), a distance of 60 feet, said point being on the West right of way line of State Route 121 and the South right of way line of the former Illinois Central Gulf Railroad, thence South 89°-50'-12" West on said former South right of way line, 235.01 feet to the Point of Begin-Thence continuing South 89°-50'-13" West on ning. said South right of way line, 615.17 feet; thence South 3°-18'-30" East, 343.09 feet; thence South 49°-19'-28" East, 324.20 feet; thence South 40°-50'13" West, 150.35 feet; thence South 49°-17'-05" East, 403.99 feet; thence South 86°-54'-52" East, 147.51 feet; thence North 0°-20'-16" West, 346.46 feet; thence North 0°-21'-02" West, 594.72 feet to the Point of Beginning.

B. Lessee desires to lease the improvements on the Property for the Permitted Use for a period of one (1) year.

C. Lessor covenants that they are lawfully seized of the leased Property, that they have full right and power to make this Lease and Lessor further covenants to keep Lessee in quiet possession of the Property during the continuance of this Lease.

#### **II.** AGREEMENTS:

NOW, THEREFORE, the Parties agree as follows:

#### 01.00 Agreement to Lease and Term

#### 01.01 Agreement

Lessor hereby leases the Property to Lessee for the Rent for the Term on the terms and conditions contained in this Agreement, and Lessee hereby takes the Property from Lessor and agrees to occupy the Property only for the Permitted Use.

#### 01.02 Term

The Term shall commence upon May 1, 2018, (herein referred to as Effective Date), and the first Lease Month shall commence the 1<sup>st</sup> day of May, 2018

#### 02.00 Rent - Monthly Installments

Lessee shall pay the Rent in cash or check to Lessor at such place as Lessor periodically designates in writing, but at their address as set forth herein unless changed in writing, in monthly installments in the amount of NINE HUNDRED DOLLARS (\$900.00) on or before the 1<sup>st</sup> day of May, 2018, and on or before the 1<sup>st</sup> day of each and every month thereafter during the Term.

If Rent is not paid when due or within five (5) days thereafter, a late charge of FIFTY DOLLARS (\$50.00) plus TWENTY-FIVE DOLLARS (\$25.00) for each and every day after the fifth day that said Rent is not paid shall be due and payable in addition to the Rent, which penalty shall apply separately to each and every month if said Rent is not paid as herein set forth.

#### 03.00 Taxes, Utilities, and Insurance

#### 03.01 Taxes

Lessor shall pay the Taxes attributable to the Term.

#### 03.02 Utilities

Lessor shall pay all Utilities attributable to the Improvements and Property during the Term, when due.

#### 03.03 Insurance

Lessor shall provide and maintain Property and Casualty Insurance on Improvements during the Term, and the Lessee shall provide all other Insurance and deliver a certificate of the same to Lessor evidencing such Insurance on the Execution Date naming the Lessor as an additional insured. The Insurance shall, to the reasonable extent obtainable, provide for written notice to Lessor and Lessee by the insurance companies, not less than twenty (20) days prior to expiration, cancellation, renewal, or modification of such Insurance. Lessor shall, in the event of a loss, receive any insurance proceeds attributable to the value of the "Improvements".

#### 03.04 Failure to Comply

If Lessee shall fail to comply with this Section 03.00, Lessor may, but need not, perform any act required of the Lessee, without releasing the Lessee from responsibility and without preventing such failure to perform from being a default hereunder. Any amounts paid shall be added to the rent due hereunder.

#### 03.05 Risk of Loss

Lessee agrees that all of Lessee's property in or about the Improvements or Property, including, but not limited to, Lessee's inventory, apparatus, equipment, business records, supplies, materials, and its improvements, as well as any property being kept by Lessee for others, shall be at the risk of Lessee only. Any insurance carried by Lessee on such shall name Lessee as the sole payee of any proceeds due thereunder and shall be retained by Lessee, except to the extent of modifications made to the Improvements or Property, which shall be payable to Lessor.

#### 04.00 Maintenance

#### 04.01 Snow Removal and Mowing

Lessor shall be responsible for snow removal on the sidewalk in front of the Property and for mowing the outside of the premises.

#### 04.02 Responsibilities and Representations of Lessee

A. Lessee shall not do or suffer any waste, damage, disfigurement, or injury to any part of the Property or Improvements. Lessee shall also maintain the premises in a neat and clean condition and maintain the landscaping in at least as good of condition as it is as of the Effective Date. Lessee shall, at its expense, maintain and repair the Improvements or Property, including, but not limited to, heating, ventilation, and air conditioning equipment and systems, plumbing, electrical systems, drains, doors, windows, canopies, plate glass, and glass, if the maintenance and repair of any such items is TWO HUNDRED FIFTY DOLLARS (\$250.00) or less. In the event the repair and maintenance of such items if TWO HUNDRED AND FIFTY DOLLARS (\$250.00) or more, all amounts over TWO HUNDRED AND FIFTY DOLLARS (\$250.00) shall be the responsibility of the Lessor, unless such repair or maintenance is covered by the Lessee's insurance, in which case the Lessee shall be responsible for the payment of the same. At the end of the Term or sooner termination of this Lease, whether by operation of law, for failure to comply with the provisions hereof or otherwise, Lessee shall deliver up the Property, together with modifications to the Improvements, in like order, condition, and repair, depreciation caused by the reasonable and considerate use thereof or insured casualty excepted. Lessee shall be responsible, at its expense, to maintain and repair any structural members constructed by it during the Term of this Lease.

B. Lessee shall not manufacture, distribute, sell, or otherwise dispense any alcoholic beverage, beer, or wine from the Property which is the subject of this Lease.

#### 04.03 Janitorial Services and Pest Control

Lessee shall be responsible for all janitorial services with respect to the Property and shall likewise be responsible for the maintenance and upkeep. Lessee shall be responsible for maintaining a pest control contract with a reputable pest control company providing for insect and other pest control carrying a guarantee of the Property, with treatments as frequently as are required to keep any insects and pests under control.

05.00 Lessee's Improvements and Mechanics' Liens

#### 05.01 Lessee's Improvements

Lessee shall furnish the premises with items that will suitably complement the history of the building. Lessee shall have the right to make changes or alterations to the Property only with the prior written consent of Lessor, which written consent shall be requested by Lessee with the submission of plans and proposals for changes and alterations; and if such consent is given, then such improvements shall be made such that: (a) no change or alteration shall at any time be made which shall impair the structural soundness or diminish the value of the Improvements or Property; (b) no change or alteration shall be undertaken until Lessee shall have procured and paid for all required municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction; (c) all work done in connection with any change or alteration shall be done in a good and workmanlike manner and in compliance with the building and zoning laws and with all other laws, ordinances, orders, rules, regulations, and requirements of all federal, state, and municipal governments and the appropriate departments, commissions, boards, and officers thereof, and in accordance with the orders, rules, and regulations of the Board of Fire Underwriters or any other body now or hereafter constituted exercising similar functions and the Lessee shall procure certificates of occupancy and other certificates if required by law.

#### 05.02 Lessee's Fixtures

A. All fixtures purchased and installed by Lessee, other than replacement of Lessor's fixtures, shall remain the personal property of Lessee. Within ten (10) days after the end of the Term or sooner Termination of this Lease, whether by operation of law, failure to comply with the provisions hereof, or otherwise, Lessee may remove such fixtures, provided Lessee shall repair any damage caused by such removal, or, with the written consent of Lessor, reimburse Lessor for the cost of such repair.

B. All improvements or alterations authorized by Lessor

pursuant to the provisions of the previous section shall become Improvements to the Property and shall remain on the Property as of the date of termination, either by operation of law or by the expiration hereof.

C. Lessee shall be permitted to affix such signage to the front of the building as it deems appropriate advertising the tourism bureau and with necessary approvals of the City Council and Historical Preservation Committee. Such signage shall be done in a professional manner.

#### 05.03 Mechanic's Liens

Lessee shall not suffer or permit any mechanic's lien to be filed against the Property or any part thereof by reason of work, labor, services, or materials performed or supplied or claimed to have been performed or supplied. If such mechanic's lien shall be filed against the Property, or any part thereof, Lessee shall cause the lien to be discharged of record within thirty (30) days after the date of filing; provided, however, Lessee shall not be required to discharge the lien so long as Lessee shall in good faith and with due diligence contest the same by appropriate legal proceedings which shall have the effect of preventing the sale or forfeiture of the Property, or any part thereof or interest therein to satisfy the same. If Lessee elects to contest the same, it shall post a surety bond with Lessor guaranteeing payment of the disputed amount. If Lessee shall fail to discharge the lien within such period, or otherwise contest the same, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, discharge the same by paying the amount claimed to be due without inquiry into its validity. The Lessor agrees that they shall not permit any lien, obligation, or encumbrance to be placed against the subject Property which would threaten the Lessee's quiet possession of the Premises.

#### 06.00 Damage or Destruction

In case of damage by fire or other casualty to the Improvements and if the damage is so extensive as to amount practically to the total destruction of the Improvements, Lessor may, at their option, terminate this Lease and the Rent shall be apportioned to the time of the damage. The Lessor shall notify the Lessee of the termination of this Lease within forty-five (45) days after the occurrence. If Lessor elects to repair or rebuild, they shall do so in a diligent manner and the Rent, during any periods Lessee is unable to occupy the Improvements, shall abate.

#### 07.00 Property Excluded From Lease

The Wait Station on the North end of the real estate, previously leased to Amtrak, is specifically excluded from this Lease.

#### 08.00 Condemnation of Property and Compensation Awarded

08.01 Condemnation

If under the power of eminent domain, there shall be a permanent taking of the whole or any portion of the Property so as to materially affect the Permitted Use of the Property, this Lease shall cease as of the date that pursuant thereto title shall be taken by the appropriating authority. In the event of any taking of a portion of the Property which does not materially affect the Permitted Use of the Property, this Lease shall continue in full force and effect and the Rent shall continue unabated.

#### 08.02 Compensation

All compensation awarded for a taking under the power of eminent domain shall be paid to Lessor.

#### 09.00 Inspection and Use

Lessee shall permit Lessor or their designee to enter the Improvements in the event of an emergency, or at all times during normal working hours, after reasonable notice to Lessee, for the purpose of inspecting the Improvements, performing their obligations hereunder or performing Lessee's obligations if not performed by it; however, nothing herein shall imply any duty upon Lessor to perform Lessee's responsibilities, nor as a waiver of Lessee's default.

Lessee shall permit Lessor to utilize the premises for public functions and or speaking events. Lessor shall provide Lessee reasonable advanced written notice of the intention to utilized the premises for these reasons as soon as possible, but in no event less than twenty four (24) hours in advance.

#### 10.00 Condition of Improvements

Lessor has made no representations of any nature in connection with the condition of the Improvements or Property. Lessee shall be presumed to have accepted possession of the Improvements under this Lease on the Effective Date, which shall be conclusive evidence as against the Lessee that Lessee was fully familiar with the physical condition of the Improvements and Property.

#### 11.00 Assignment and Subletting

Lessee shall not assign or sublet any portion of the Property or Improvements, nor shall Lessee make any collateral assignment of this Lease and its rights hereunder for the purpose of securing any debt or obligation of Lessee. In the event Lessee makes any assignment or sublets all or any portion of the subject Property contrary to the provisions of this section, the said Lessee shall be obligated to Lessor, in addition to any and all other obligations as set forth hereunder, in the amount of ONE HUNDRED DOLLARS (\$100.00) per day for each and every day which said assignment or subletting contrary to the provisions hereof is allowed to continue. The amounts as in this section set forth shall be in addition to any and all remedies or obligations as set forth in this document and not in limitation of the same.

#### 12.00 Default and Remedies

#### 12.01 Default

A. Upon the occurrence of an Event of Default, Lessor shall give Lessee notice of such Event of Default, and if at the expiration of ten (10) days after the mailing of such notice, Lessee: (a) with respect to an Event of Default which can be cured within such period, has failed to cure the Event of Default; or (b) with respect to an Event of Default which cannot be cured within such period, Lessee has failed to proceed with all due diligence to cure the Event of Default and thereafter to prosecute the curing of such Event of Default with all due diligence (it being intended that in connection with a Default not susceptible of being cured with due diligence within ten (10) days, the time of Lessee within which to cure the same shall be extended, at the option of the Lessor, for such period as may be necessary to complete the same with all due diligence); Lessor shall then be able to declare a default hereunder. In the event Lessee is in default hereunder, then the Lessor shall be able to pursue any and all remedies available to them, at law or in equity. In the event Lessee fails to comply with any of the terms and provisions of this Lease Agreement, and, as a result thereof, the Lessor incurs any costs or expenses with respect thereto, including reasonable Attorney's fees, then, in such event, the Lessee shall be liable to the Lessor for such costs and expenses incurred, including reasonable Attorney's fees incurred by Lessor in enforcing the obligations of the Lessee hereunder. Notwithstanding anything herein contained to the contrary, Lessor shall have the right to terminate this Agreement on ten (10) days written notice without affording Lessee an opportunity to cure any alleged default if substantially the same reason for a default specified in the Notice was also set forth in a prior Notice of default given at any time within the preceding twelve (12) months.

In the event Lessor declares a default hereunder as set в. forth in the preceding paragraph, then the right of Lessee to the possession of the demised premises shall terminate without notice or demand, and the mere retention or possession thereafter by Lessee shall constitute a forcible detainer. If Lessor so elects, but not otherwise, this Lease shall thereupon terminate. On termination of the right of possession of Lessee, whether this Lease be terminated or not, Lessee shall surrender possession of the demised premises immediately and upon those conditions shall grant to Lessor full and free license to re-enter into and upon and in the demised premises or any part thereof to repossess the premises with or without process of law and to expel and remove the Lessee or any other person who may be occupying the premises or any part thereof through Lessee. Lessor may use any force in removing Lessee and any other person as may reasonably be necessary. Any re-entry by Lessor shall be made without waiving or postponing any other right against Lessee. Any re-entry shall be made without prejudice to any rights or remedies, whether by statute or common law that may otherwise be used for recovering arrears in Rent or for breach of any terms or conditions of this Lease. Any reentry, repossession, expulsion, or removal, whether by direction of

Lessor or through legal proceedings for that purpose, shall not terminate this Lease nor release Lessee from any liability for the payment of any rent stipulated to be paid by this Lease or for the performance or fulfillment of any other term or condition provided herein, whether before or after re-entry, repossession, expulsion, or removal by Lessor. In the event of any re-entry by Lessor, Lessor may lease or relet the Property in whole or in part, or the building and improvements thereon, to any tenant or tenants that may be satisfactory to Lessor for any duration or for the best rents, terms, and conditions as Lessor may obtain. The acceptance of any tenant or the making of any Lease by Lessor shall be conclusive of the exercise of proper discretion by Lessor. In the event of a re-entry, Lessor shall use and apply the Rent received by Lessor as follows:

(1) The payment of costs, maintenance, and operation of the demised premises and the buildings and improvements thereon, including a reasonable compensation to Lessor and their agents, attorneys, and employees for services in the management of the demised premises.

(2) Payment of all taxes, assessments, impositions, and other charges or expenses herein agreed to be paid by Lesse.

(3) Payment on account of the stipulated installment of Rent to be paid by Lessee from time to time as Rent accrues, with interest at the rate of ten percent (10%) per annum from the time the Rent becomes due.

Lessee shall pay to Lessor the difference between the Rent required under this Lease and the net amount received by Lessor during the period of re-letting. Lessor shall not be under any obligation to repossess the demised premises during any period wherein Lessee is in default, and the foregoing provisions regarding the repossession and management of the building and the improvements and the disposition of Rents thereof by Lessor are made to operate only in the event Lessor shall elect to repossess the premises.

#### 12.02 Abandonment

If at any time during the Term of this Lease, Lessee abandons the demised premises or any part thereof, Lessor may, at their option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at their discretion, as agent for Lessee, relet the demised premises, or any part hereof, for the whole or any part of the then unexpired Term, and may receive and collect all Rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net Rent for such period realized by Lessor by means of such reletting. If Lessor's right of re-entry is exercised following Abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in such manner as Lessor deems proper and is hereby relieved of any and all liability for doing so.

13.00 General Conditions

#### 13.01 Notices

All notices, requests, communications, and demands hereunder shall be in writing and shall be deemed to have been duly given if delivered in person or sent by registered or certified mail, postage prepaid, to:

> Lessor: City of Lincoln, Illinois Attn: Seth Goodman 700 Broadway Street Lincoln, Illinois 62656 With Copy To: William B. Bates, Jr. Woods & Bates 306 Clinton Street Lincoln, Illinois 62656

Lessee: Logan County Toursim Bureau Attn: Cindy Fleshman 101 N. Chicago Street Lincoln, IL 62656

#### 13.02 Waiver of Breach

The waiver by any Party hereto of any breach of this Agreement, whether in a single instance or repeatedly, shall not be construed as a waiver of rights under this Agreement to terminate the same because of similar or additional breaches. Further, such waiver shall not in any manner be construed as a waiver by any other Party to strictly adhere to the terms and conditions of this Agreement nor as a waiver of any claim for damages or other remedy by reason of any such breach.

#### 13.03 Binding Effect

The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, assigns, executors, administrators, and heirs.

#### 13.04 Execution of Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

#### 13.05 Complete Agreement

This Agreement supersedes any prior agreements and undertakings between the Parties hereto and represents the complete agreement of the Parties. However, this Agreement may be amended from time to time pursuant to the written agreement of all parties.

#### 14.00 Indemnification

A. Lessee agrees to protect, indemnify, and hold Lessor free and harmless from and against any and all claims, demands, liens, and damages of every kind and nature, including the amounts of any judgments, penalties, interest, Court costs, and legal fees incurred by Lessor in defense of the same, whether arising from an action by a third party or any governmental agent, specifically including any and all claims or demands of every kind and character in connection with or arising out of this Lease or the operation of the Permitted Use by Lessee on the premises which are the subject of this Lease.

B. <u>Hazardous Materials</u>: Lessee will be responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against all claims, costs, and liabilities, including attorneys' fees, court costs, and other expenses of litigation (i) arising out of or in connection with Lessee's storage, use, or disposal of any hazardous materials in, on, or about the Premises, the Building, or the Project, or (ii) arising out of or in connection with the removal, clean-up, and restoration work and materials necessary to return the Premises and any other property of whatever nature located in the Project to their condition existing prior to the appearance of Lessee's hazardous materials in the Premises or Project. Lessee's obligations under this Section will survive the expiration or other termination of this Lease.

## 15.00 Interpretive Guidelines, Incorporation by Reference, and Choice of Law

#### 15.01 Interpretive Guidelines

The words and phrases set off by quotation marks in the Glossary have the meanings therein indicated. Any word or phrase which appears in this Agreement in parentheses, set off by quotation marks, or capitalized has the meaning denoted by its context. Whenever the words and phrases defined either in the Glossary or elsewhere in this Agreement are intended to have their defined meanings, the first letter of such word or the first letters of all substantive words in such phrase shall be capitalized. When the context permits, a word or phrase used in the singular means the plural and when used in any gender, its meaning also includes all genders. Captions of Sections are inserted as a matter of convenience only and do not define, limit, or extend the scope or intent of this Agreement or any provision hereof.

#### 15.02 Incorporation by Reference; Schedules

The paragraphs under the heading "I. RECITALS:" and any Schedule referred to in this Agreement are hereby made a part of this Agreement.

15.03 Choice of Law

The laws of the State of Illinois shall govern the validity, interpretation, and administration of this Agreement.

16.00 Glossary

"Abandonment" means Lessee has failed to operate a tourism office from the Improvements located on the real estate which is the subject of this Lease for a continuous uninterrupted period of twentyone (21) days, which business is open for business during regular and customary business hours for an insurance office.

"Effective Date" means May 1, 2018.

"Event of Default" means the breach of the provisions hereof by either party.

"Execution Date" means the date this document is executed by the parties hereto.

"Improvements" means all structures located on the real estate described in Article I, Paragraph A, Lincoln, Illinois.

"Initial Term" means the period commencing May 1, 2018, and ending April 30, 2019.

"Insurance" means collectively: (a) general public liability insurance against claims for personal injury, death, or property damage occurring upon, in, or about the Property, with limits of: not less than ONE MILLION DOLLARS (\$1,000,000.00) with respect to injury or death to a single person; not less than ONE MILLION DOLLARS (\$1,000,000.00) with respect to any one accident; and not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) with respect to any property damage, issued by such insurance companies as are licensed to do business in the State of Illinois and satisfactory to Lessor; and (b) such insurance as Lessee deems appropriate covering any and all personal property owned by Lessee or any and all personal property located on or about the Property.

"Insurance on Improvements" means fire and extended coverage insurance, including earthquake, in an amount equal to not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00).

"Lease Month" means a calendar month during the Term.

"Lease Year" means a twelve (12) calendar month period.

"Parties" means the Lessor and Lessee.

"Permitted Use" means the operation of a tourism office and no other.

"Property" means 101 North Chicago, Lincoln, Illinois, which is a part of the real estate described in Article I, Paragraph A.

"Rent" means the sum of NINE HUNDRED DOLLARS (\$900.00) pavable as set forth in Section 02.01 hereof.

"Taxes" means, collectively, all real estate taxes, assessments, and charges, and other governmental levies and charges general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind which are assessed or imposed upon the Property or any part thereof, but shall exclude any franchise, corporate, estate, inheritance, succession, capital levy, or transfer tax of Lessor, or any income, profits, or revenue tax, or any other tax, assessment, charge, or levy upon the Rent; however, if at any time during the Term a tax on rents is assessed against Lessor or the Rent as a substitution in whole or in part for taxes assessed by such State or political subdivision on the Property, such tax shall be deemed to be included within the definition of Taxes and shall be payable as provided herein.

"Term" means the period commencing on the Effective Date and ending April 30, 2019.

"Utilities" means, collectively, all electricity, gas, heat, water, flush taxes, or sewer charges, garbage removal, telephone, and other consumable services supplied the Property.

IN WITNESS WHEREOF, Lessor and Lessee have respectively executed and Lessee has caused this Lease to be executed as of the day and year noted above, on the Execution Date noted below.

Lessor:

Lessee:

CITY OF LINCOLN, ILLINOIS

Mayor

LOGAN COUNTY TOURISM BUREAU

BY:\_\_\_\_\_\_Seth Goodman

BY:\_\_\_\_\_Cindy Fleshman Its President

Dated: May 1, 2018

#### RESOLUTION

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 Council of the CITY OF LINCOLN, Illinois, has retained the law firm of WOODS & BATES to provide certain legal services to the CITY OF LINCOLN; and,

WHEREAS, the ABRAHAM LINCOLN MEMORIAL HOSPITAL has also retained the law firm of WOODS & BATES to provide certain legal services to ALMH; and,

WHEREAS, WILLIAM B. BATES of WOODS & BATES is a member of the Board of Directors of ABRAHAM LINCOLN MEMORIAL HOSPITAL; and,

WHEREAS, the CITY OF LINCOLN has requested that WOODS & BATES represent the CITY OF LINCOLN with respect to a Fitness Court to be constructed on real estate owned by the CITY OF LINCOLN; and,

WHEREAS, the representation of the CITY OF LINCOLN by WOODS & BATES with respect to said Fitness Court would create apparent and/or actual conflicts of interest with both WOODS & BATES' representation of ABRAHAM LINCOLN MEMORIAL HOSPITAL and WILLIAM B. BATES' status as an ABRAHAM LINCOLN MEMORIAL HOSPITAL Board Member; and,

WHEREAS, ABRAHAM LINCOLN MEMORIAL HOSPITAL has retained independent Counsel to represent them with respect to the said Fitness Court, WOODS & BATES does not represent ABRAHAM LINCOLN MEMORIAL HOSPITAL with respect to the same, and ABRAHAM LINCOLN MEMORIAL HOSPITAL has agreed to waive any and all conflicts with respect to the proposed representation arrangement; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the CITY OF LINCOLN, Logan County, Illinois, as follows:

1. That the City Council of the CITY OF LINCOLN acknowledges that WOODS & BATES has provided them with notice of the above listed apparent and/or actual conflicts of interest and hereby waives any and all conflicts of interest that may exist by WOODS & BATES representing the CITY OF LINCOLN with respect to a Fitness Court to be constructed on real estate owned by the CITY OF LINCOLN.

2. That this Resolution shall become effective on the date passed by the City Council.

	The vote	on the	adoption o	f this Re	solution	was as	follows:	
	Alderman	Parrot	t	Alderman	Keller			
	Alderwoma	an Baue:	r	Alderman	Welch			
	Alderman	Hoinac	ki	Alderwom	an Brown			
	Alderman	Fleshma	an	Alderman	Hoefel			
Ayes:							0.4-2	
Nays:	iii			9 8				
Absen	it:		<u>e</u> [					
Abste	entions:							
	Pas	sed and	approved t	his	day of _		, 201	.8.

CITY OF LINCOLN,

2

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

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

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

ACKNOWLEDGMENT AND WAIVER OF CONFLICT BY ABRAHAM LINCOLN MEMORIAL HOSPITAL,

BY:

Dolan Dalpoas, President and CEO Abraham Lincoln Memorial Hospital

#### ORDINANCE NO.

#### ORDINANCE AUTHORIZING EXECUTION OF THE ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK AGREEMENT (IPWMAN)

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

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit local government; and,

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the Mayor and the City Council of the City of Lincoln have determined that it is in the best interests of the City of Lincoln and its residents to enter into an intergovernmental agreement to secure to each the benefits of mutual aid in public works and the protection of life and property from an emergency or disaster and to provide for public works assistance, training, and other necessary functions to further the response and recovery from said emergency or disaster. The principal objective of the public works mutual aid assistance being the response to and recovery from any emergency or disaster and the return of the community to as near normal as quickly as possible.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Lincoln, Logan County, Illinois, as follows:

 That the Mayor and the City Council of the City of Lincoln be and are hereby authorized to execute an Agreement for participation in the Illinois Public Works Mutual Aid Network (IPWMAN), a copy of said Agreement being attached hereto and being made a part hereof.

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

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

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

Alderman Parrott	 Alderman Keller	
Alderwoman Bauer	 Alderman Welch	
Alderman Hoinacki	 Alderwoman Brown	
Alderman Fleshman	 Alderman Hoefel	

2

Nays:				
Absent:				
Abstentio	ons:			
	Passed and	approved this	day of	, 2018.

CITY OF LINCOLN,

BY:\_\_\_\_

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

ATTEST: \_\_\_

(SEAL) City Clerk, City of Lincoln, Logan County, Illinois

#### Illinois Public Works Mutual Aid Network Agreement

This Public Works Agreement (hereinafter "Agreement") is entered into by which has, by executing this Agreement, manifested its intent to participate in an Intrastate Program for Mutual Aid and Assistance, hereinafter entitled the "Illinois Public Works Mutual Aid Network (IPWMAN)"; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, (hereinafter "Act") authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, any community that is a home rule unit of local government under the 1970 Constitution of the State of Illinois and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

WHEREAS, the Parties to this Agreement may voluntarily agree to participate in mutual aid and assistance activities conducted under the State of Illinois Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Parties may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for public works related agencies including, but not limited to; local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function through this Agreement if such a program were established.

WHEREAS, the Parties hereto are units of local government as defined by the Constitution of the State of Illinois and the Intergovernmental Cooperation Act; and

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential, natural and man-made disasters; and

WHEREAS, the Parties to this Agreement wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies.

NOW, THEREFORE, the Parties agree as follows:

#### **SECTION I: PURPOSE**

The Illinois Public Works Mutual Aid Network (IPWMAN) program is hereby established to provide a method whereby public works related agencies, including, but not limited to, local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function in need mutual aid assistance may request aid and assistance in the form of personnel, equipment, materials and/or other associated services as necessary from other public works related agencies. The purpose of this Agreement is to formally document such a program.

#### **SECTION II: DEFINITIONS**

The following definitions will apply to the terms appearing in this Agreement.

A. "AGENCY" means any municipal public works agency, township road district, unit road district, county highway departments, publicly-owned water organization and publicly-owned wastewater organization or any other governmental entity that performs a public works function that abides by the provisions as found in this Agreement.

B. "AID AND ASSISTANCE" includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response.

C. "AUTHORIZED REPRESENTATIVE" means a Party's employee who, by reason of his or her position, has been authorized, in writing by that Party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each Party's initial authorized representative, and the representative's title, is listed on the contact list. If the title of the authorized representative as listed by name on the contact list has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the Party. In the event that the person who is listed as authorized representative is no longer employed by the Party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the Party indicates otherwise in writing. Each Party's authorized representative shall be responsible to designate someone to supervise that Party's employees who are engaged in the receipt or furnishing of aid and assistance, including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

D. "BOARD OF DIRECTORS" is a group of representatives from the Parties to the IPWMAN Agreement elected to organize and maintain the program. The Board of Directors shall consist of members of the IPWMAN. Qualifications and terms for the Board members shall be defined in the By-Laws of the Illinois Public Works Mutual Aid Network, Inc.

E. "BOARD MEMBER" is a representative of the Association (IPWMAN) serving on the Board of Directors.

F. "DISASTER" means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the control of the services, personnel, equipment and facilities of a Party that requires assistance under this Mutual Aid and

Assistance Agreement, but must be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.

G. "IPWMAN" is the acronym for the Illinois Public Works Mutual Aid Network.

H. "LOCAL EMERGENCY" is defined as an urgent need requiring immediate action or attention beyond normal capabilities, procedures and scope for aid and assistance by an agency.

I. "MUTUAL AID RESOURCE LIST" means the list of the equipment, personnel and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan.

J. "NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)" a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.

K. "PARTY" means an agency which has adopted and executed this Agreement.

L. "PERIOD OF ASSISTANCE" means a specified period of time when a Responding Agency assists a Requesting Agency. The period commences when personnel, equipment, or supplies depart from a Responding Agency's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

M. "RESPONDING AGENCY" means the Party or Agency which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.

N. "REQUESTING AGENCY" means the Party or Agency requesting and receiving aid and assistance from a Responding Agency.

#### SECTION III: RESPONSIBILITY OF PARTIES

A. *PROVISION OF AID*. Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time, for any reason.

B. RECRUITMENT. The Parties hereby encourage each other to enlist other agencies to adopt and execute this Agreement.

C. AGREEMENT FOR BENEFIT OF PARTIES. All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.

D. *IMMUNITIES*. All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

E. *MEMBERSHIP*. To be a member in good standing, a Party shall be responsible for dues and other obligations as specified in the IPWMAN By-Laws and Operational Plan.

#### SECTION IV: ANNUAL REVIEW

At a minimum, the Board of Directors shall meet annually at a meeting place designated by the Board of Directors to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement. The Board of Directors shall have the power and signing authority to carry out the purposes of this Agreement, including but not limited to the power to: adopt by-laws; execute agreements and documents approved by the Board of Directors; develop specific operating plans, procedures and protocol for requesting assistance; organize meetings; operate a website; disseminate information; create informational brochures; create subcommittees; maintain lists of the Parties; maintain equipment and supply inventory lists; and deal with Party issues.

#### SECTION V: PROCEDURES FOR REQUESTING ASSISTANCE

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the Illinois Public Works Mutual Aid Network (IPWMAN) Operational Plan.

## <u>SECTION VI</u>: RESPONDING AGENCY'S ASSESSMENT OF AVAILABILITY OF RESOURCES

The Board of Directors will promulgate and regularly update procedures for responding agency's assessment of availability of resources through IPWMAN Operational Plan.

#### SECTION VII: SUPERVISION AND CONTROL

A. DESIGNATION OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL. Responding Agency shall designate a representative who shall serve as the person in charge of coordinating the initial work assigned to the Responding Agency's employees by the Requesting Agency. The Requesting Agency shall direct and coordinate the work being assigned to the Responding Agency(s) and the Requesting Agency's employees. All actions shall be consistent with and in accordance with the National Incident Management System (NIMS) and the IPWMAN Operational Plan.

B. RESPONSIBILITIES OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL. The Board of Directors will promulgate and regularly update procedures for Responding Agency's supervisory personnel through the IPWMAN Operational Plan.

## SECTION VIII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance; renewability; recall through the Illinois Public Works Mutual Aid Network (IPWMAN) Operational Plan.

It is presumed that a Responding Agency's aid and assistance shall be given for an initial minimum period of twelve (12) hours. Thereafter, assistance shall be extended as the Responding Agency and Requesting Agency shall agree. The twelve (12) hour period shall start when the aid and assistance departs from Responding Agency's location with the intent of going to Requesting Agency's location. The aid and assistance shall end when it returns to Responding Agency's location with the understanding between the Responding Agency and Requesting Agency that provision of aid and assistance is complete.

Responding Agency may recall its aid and assistance at any time at its sole discretion. Responding Agency shall make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.

#### SECTION IX: DOCUMENTATION OF COST & REIMBURSEMENT OF COST

A. *PERSONNEL* – Responding Agency shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Responding Agency shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirements, etc.).

B. RESPONDING AGENCY'S TRAVELING EMPLOYEE NEEDS – Responding Agency shall document the basic needs of Responding Agency's traveling employees, such as reasonable lodging and meal expenses of Responding Agency's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. EQUIPMENT – Responding Agency shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its onsite supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and damages directly caused by provision of the aid and assistance.

D. *MATERIALS AND SUPPLIES* – Responding Agency shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. *REIMBURSEMENT OF COSTS* – Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency, unless the aid and assistance is requested for more than five (5) calendar days. If aid and assistance is requested from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for personnel, materials, supplies and equipment from the first day of the response to the event by the State of Illinois. Materials and supplies will be reimbursed at the cost of replacement of the commodity. Personnel will be reimbursed at Responding Agency rates and equipment will be reimbursed at an appropriate equipment rate based upon either pre-existing locally established rates, the Federal Emergency Management Agency Equipment Rate Schedule or that published by the Illinois Department of Transportation. In the event that there is no such appropriate equipment rate as described above, reimbursement shall be at the actual cost incurred by the Responding Agency.

#### SECTION X: RIGHTS AND PRIVILEGES OF RESPONDING AGENCY'S EMPLOYEES

Whenever Responding Agency's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Responding Agency.

#### **SECTION XI: WORKERS' COMPENSATION**

The Parties agree that Requesting Agency shall be responsible for payment of workers' compensation benefits owed to Requesting Agency's employees and that Responding Agency shall be responsible for payment of workers' compensation benefits owed to Responding Agency's employees.

#### SECTION XII: INSURANCE

Each Party shall bear the risk of liability for its agency and its agency's employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under Section XIII of this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

#### **SECTION XIII: INDEMNIFICATION**

Each Party hereto agrees to waive all claims against all other Parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a Party hereto or its personnel.

Each Party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the Party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid or its employees shall be the sole and exclusive responsibility of the Party rendering aid; and further provided that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Party rendering aid. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

#### SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

#### SECTION XV: NOTICE OF CLAIM OR SUIT

Each Party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement shall provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

#### **SECTION XVI: AMENDMENTS**

Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments shall be approved by majority vote of the Board of Directors.

#### **SECTION XVII: ADDITIONAL PARTIES**

Additional agencies may become Parties to this Agreement, provided that such agencies:

- (1) Approve and execute this Agreement.
- (2) Provide a fully executed copy of this Agreement to the Board of Directors.
- (3) Provide the name and title of an authorized representative to the Board of Directors.
- (4) Annually provide a list of mutual aid resources to its local accredited/certified Emergency Management Agency. If requested, the agency may need to assist its local accredited/certified Emergency Management Coordinator with data entry of its mutual aid resources into a web-based format (NIMS Source).

Upon submission of the items enumerated above to the Board of Directors and receipt of acknowledgement from the Board of Directors, the submitting agency shall be regarded as a Party to the Agreement.

#### SECTION XVIII: NOTICES

Notices and requests as provided herein shall be deemed given as of the date the notices are deposited, by First Class Mail, addressed to the Board of Directors who will notify each of the Parties' representatives.

#### **SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION**

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors by First Class mail. A Party's withdrawal from this Agreement shall not affect that Party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within ninety (90) days of said amended agreement will signify a Party's withdrawal from the Agreement.

#### SECTION XX: HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

#### SECTION XXI: SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

#### SECTION XXII: EFFECTIVE DATE

This Agreement shall be effective on the date of the acknowledgement letter sent by the Board of Directors.

#### SECTION XXIII: WAIVER

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

#### SECTION XXIV: EXECUTION OF COUNTERPARTS

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

#### SECTION XXV: PRIOR IPWMAN AGREEMENTS

To the extent that provisions of prior IPWMAN Agreements between signatories to this Agreement are inconsistent with this Agreement, all prior agreements for mutual aid and assistance between the Parties hereto are suspended.

## <u>SECTION XXVI</u>: PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect. NOW, THEREFORE, each of the Parties have caused this IPWMAN Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

Approved and executed this 2nd	day of 2	<u>2018</u> .
For the Agency		
	Ву:	
	Attest:	
APPROVED (as to form):	Ву:	
On behalf of the Illinois Public Work	s Mutual Aid Network	
Approved and executed this	day of	, 20
<i>By:</i>	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	_
President of IPWMAN Boar	rd of Directors	
Attest:		

**IPWMAN Secretary/Treasurer** 

Approved by the IPWMAN Interim Board of Directors on September 17, 2008. Amended by the IPWMAN Interim Board of Directors on August 19, 2009. Amended by the IPWMAN Board of Directors on June 16, 2010

#### LINCOLN POLICE DEPARTMENT

CHIEF OF POLICE PAUL ADAMS



DEPUTY CHIEF MATTHEW VLAHOVICH

To: City Council From: Chief of Police, Paul Adams Meeting Date: March 27, 2018

#### **Re: New Police Station North Parking Lot Bid Award**

#### Background

The original design for the police department included a parking lot on the north lot which would serve for the parking of police vehicles, employee parking, and overflow parking for training/events. This parking lot was removed from the subsequent design to help lower the price of the building.

After self-redesigning the parking lot, similar to the original design and leaving space for a 36'x 80' building on the east side of the lot, we put the new design out for bid. The south lot, which would be public parking, has 26 spaces and of those four (4) are handicap. With the addition of the north parking lot we would have an additional 29 parking spaces. This would free up on street parking in front of residences, especially when hosting training or events.

#### Analysis/Discussion

The new design does not include the floor to the 36'x80' building, but we asked for that to be an add-on alternate to the base bid. We also asked for the site clearing and demo work to be an add-on alternate, which has already been completed by Goodman Inc. We received four bids for the remaining work:

Company	<b>Base Bid</b>	<b>Garage Floor</b>	Total
Professional Pavement	\$124,472	\$23,150	\$147,622
Kinney Contractors	\$147,700	\$28,650	\$176,350
Tim Clark Concrete	\$232,082	\$36,516	\$268,598

Professional Pavement Maintenance Services also included possible cost saving deductions of \$5625 which includes \$2750 for fiber mesh reinforcement instead of #10 wire mats, \$2875 to remove parking blocks.

There are many opinions on fiber mesh reinforcement compared with wire mats or rebar. Fiber helps with issues during the curing process, but if the pavement ever cracks, due to bad sub-base area, then wire mats or rebar help keep the pieces on plane. It is also suggested to use both to cure both problems. For a long life product I would recommend the wire mats.

#### LINCOLN POLICE DEPARTMENT

CHIEF OF POLICE PAUL ADAMS



DEPUTY CHIEF MATTHEW VLAHOVICH

With curbing on the lot, I do not believe the parking blocks are necessary.

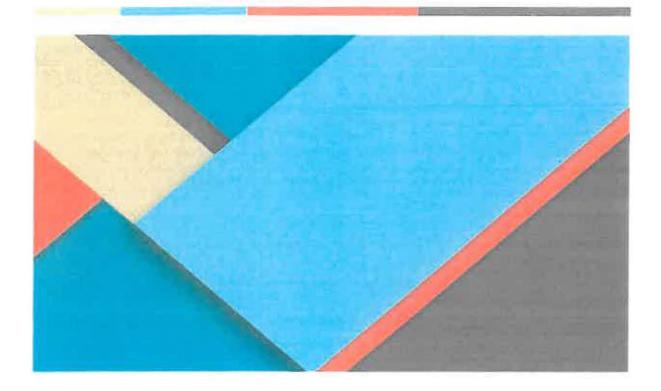
With the deduction only for the parking blocks the total from the low bidder, Professional Pavement Maintenance Services, would be \$144,747. Bidding was completed in September of 2017. I have verified that pricing has not changed.

#### **Fiscal Impact**

This is included in the bond amount of financing of the entire new police station project.

#### **COW Recommendation**

Place on Council Agenda for April 2, 2018, to approve the bid for North Parking Lot at the new police station to **Professional Pavement Maintenance Services** in amount not to exceed \$144,747.



## **Police North Parking Lot**

09.06.2017

**Professional Pavement Maintenance Services, LLC** 

Evonne Aeilts - Owner 217-737-2102 Office 835 Stevens Creek Blvd. Forsyth, IL 62535 Brian Aeilts - Superintendent 217-737-2101 Shop/ Operations Facility 1821 Tremont St. Lincoln, IL 62656

## LPD North Parking Lot Project

### I. Demolition and Prep \$23,670

- A. Clear Lot of trees/stumps 18-20 trees and vegetation
- B. Remove sidewalk and other remaining concrete
- C. Remove all sod and spoil

We will us a backhoe, mini-excavator, and bobcat for excavation and 2 Tandem dump trucks for hauling debris and spoils

Lot will be graded to drain away from the adjacent Lot on the East to the Northwest

corner of New Lot.

- We would request that we be allowed to haul trees and landscape to the City's Landscape Landfill
- Estimated Time 6-8 days This part of the proposal to be completed prior to winter and this will allow the areas disturbed by stump removal to settle and compact prior to the concrete placement in the Spring

#### II. Pouring and Placement Concrete

#### A. Perimeter Curbing \$19, 670

- a. Approx 375 lin. ft.
- b. High back curbing- 4000 psi concrete with fibermesh reinforcement, ½" rebar reinforcement, control joints approx. every 10', all adjoining slabs to be drilled and pinned to prevent separation. Broom finish to be applied
- c. 5-6 working days of construction and installation
- d. Placed before parking lot

#### B. Parking Lot and Islands \$104,802

- a. Area 117.5' x 117' x 5.5" thick
- Parking lot 4000 psi concrete with fibermesh reinforcement, #10 wire mesh reinforcement, control joints approx. every 10', all adjoining slabs to be drilled and pinned to prevent separation. Broom finish to be applied.
   Striped Yellow with 29 parking stalls and 29 Parking Blocks anchored with rebar pins

- c. Island High back curbing 4000 psi concrete with fibermesh reinforcement, ½" rebar reinforcement, control joints approx. every 10', all adjoining slabs to be drilled and pinned to prevent separation. Broom finish to be applied
- d. Sidewalks with detectable warning from lot to existing sidewalks on the South side of lot are included
- e. 22 working days of construction and installation

# C. Pole Barn Shed Floor \$23,150

- a. Concrete floor 4000 psi concrete with fibermesh reinforcement, ½" rebar reinforcement, #10 wire reinforcement, vapor barrier under concrete, control joints approx. every 10', all adjoining slabs to be drilled and pinned to prevent separation. Power trowel smooth finish to be applied.
- b. Floor placed after poles and grade board is set by building crew.
- c. 4-5 days of construction and installation

# III. Overall Itemized Cost

- a. Demo and Site prep \$23,670
- b. Perimeter Curbing \$19,670
- c. Parking Lot and Islands \$104,802
- d. Pole Barn Shed Floor \$23,150

North Parking Lot Total: \$171,292

# And Shed Floor

# IV. Vendors/Suppliers Associated with the project

- a. Contractors Ready Mix Concrete -Lincoln, IL
- b. Darnall Concrete Products Parking Blocks- Normal , IL
- c. Carroll Concrete Distributors wire reinforcement- Hopedale, IL
- d. Menards- vapor barrier Forsyth, IL
- e. Sherwin Williams Striping Paint Lincoln, IL
- f. Lincoln Iron and Metal Rebar- Lincoln, IL

# V. City Requirements / Requests

- a. Property be staked for reference either property markers or parking lot markers
- b. Allow us to utilize City's Landscape Landfill for dumping/disposal of trees and vegetation removed from lot.

# **Company Overview**

**Professional Pavement Maintenance Services, LLC** is a family owned and operated business that has been serving the Lincoln, Illinois community since 2007. We specialize in concrete and asphalt construction. Commercial business and homeowners utilize our services to help create, repair, or maintain their pavement needs. We would appreciate the opportunity to be a part of the Lincoln Police Department transformation of the old Jefferson Grade School into the New Police Station. From streets to parking lots, driveways to patios, or whatever your pavement needs are. Our team has the equipment, skill, and dedication to get the job done right. We also do stamped and colored concrete to add a little something extra to the final look.

Your needs are the top priority to us. We are all dedicated to meeting those needs. This means that many of our previous customers have referred us to family and friends and also call us anytime they need pavement work done. We hope you give us the chance to show you what we can do.

# **Qualifications:**

- 17 years of experience with working with some of Lincoln's/ Central Illinois' largest corporations.
- Illinois American Water
- Ameren Cilco
- International Paper
- Thornton's
- Eaton Corp.
- Lincoln College
- We are a Member and remain compliant with Avetta A supplier risk management/auditing company that provides corporations with pre-qualified contractors that meet insurance and industry safety standards.
- Superintendent Brian Aeilts has 17 years of experience in Central IL Pavement Construction
- Millikin University BS 1990-1994
- Leith Construction 2000-2006
- Professional Pavement Maintenance Services 2007-present
- 4. Staff of 4-5 Individuals- Seasonally Staffed to 6 crew members
  - 2 CDL licensed Drivers
  - 2 equipment operators
  - Composite/ Interchangeable Crew Laborers, Finishers, etc.

# **Recent Projects**

J & J Maupin Group Homes - Concrete Parking Lot Installation Illinois American Water - Road and Sidewalk Restoration - Concrete and Asphalt Ameren Cilco Lincoln Facility - Asphalt Restoration Repair Thornton's INC. - Central IL Market - Striping, Sealcoating, Asphalt Repair, Concrete Repair Decatur First Christian Church - Driveway, Garage and Pavilion Concrete Installation New Lincoln Professional Park - Parking Lot Overlay Asphalt Paving Lincoln Mobile Home Community - New home concrete pads, sidewalks, driveways, landing

# **Client References**

J and J Maupin Group Homes - Jeremy Maupin - 5310 East William Street Road 217-433-2720 Decatur, IL 62521 Illinois American-Water - Gabriel Bowden - 311 Limit St. Lincoln, IL 62656 217-735-1269 Ameren Cilco - Limit St. Lincoln Facility - Brad Simpkins - 217-358-6929 Thornton's INC. - Mike Hoagland - 2600 James Thornton Way Louisville, KY 40245 502-643-5186 Lynette Bruce - Bud Behrends Properties- 1666 825th Ave. Lincoln, IL 62656 217-314-0605 Lincoln Mobile Home Community - Tammy Wilder - 904 21st St. Lincoln, IL 62656

217-450-7790



September 4, 2017

# **Professional Pavement Maintenance Services, LLC** Became a Member of the Avetta Consortium on: 1/31/14

This document certifies that the company above is a Member of the Avetta Consortium. This company will be an authorized user of the Avetta database, as long as a full Avetta membership is maintained.

John C. Hen John Herr, CEO



Kevin Berens, CPO

ACORD

# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MW/DD/YYYY) 9/5/2017

1

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PRO	DUCER			CONTACT STEV	E E DERRY			tite
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INSU	RED 3906209			INSURER B :				
	OFESSIONAL PAVEMENT MAINTENAL	ICE S	ERVICES LLC	INSURER C :				
	STEVENS CREEK BLVD			INSURER D :				
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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID:

LOC #:

ACORD <sup>®</sup> ADDITIONAL	REMA	RKS SCHEDULE Page 1 of 1
AGENCY POLICY NUMBER AB9216864		NAMED INSURED PROFESSIONAL PAVEMENT MAINTENANCE SERVICES LLC 835 STEVENS CREEK BLVD FORSYTH, IL 62535
COUNTRY Mutual Insurance Company	NAIC CODE 20990	EFFECTIVE DATE: 9/5/2017
ADDITIONAL REMARKS		
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACO FORM NUMBER: ACORD 25 FORM TITLE:CERTIFICATE C	RD FORM,	INSURANCE
WORKERS COMPENSATION EXCLUSIONS: PROPRIETOR, PARTNER(S), EXECUTIVE OFFICER(S), MEM ENDORSEMENT.		
		*
S.		

From:	centre <aeiltsl@aol.com></aeiltsl@aol.com>
Sent:	Thursday, September 7, 2017 4:26 PM
To:	policechief@lincolnil.gov
Subject:	recommended deduction
Parking lot omission	of #10 wire mats for fibermesh reinforcement = -\$2750 Eliminate Parking Block = -\$2875 We will donate Parking Lot Striping = <u>-\$375</u> -\$6000 in savings
Building floor omissic	on of #10 wire mats for fibermesh reinforcement = -\$576

Total savings = -\$6576

Thanks Brian Aellts PPMS 217-737-2101 19342 E. Frontage Road Raymond, IL 62560 Tel: 217-229-3322 Fax: 217-229-3609



4765 Industrial Dr. Springfield, IL 62703 Tel: 217-679-0818 Fax: 217-679-2679

Paul Adams City Of Lincoln 217-732-2151

Kinney Contractors, Inc. appreciates the opportunity to quote the following work for the <u>Concrete parking lot</u> located on 6th street and Adams City of Lincoln, IL.

We propose to furnish equipment, material and labor for the following work:

### Base Bid: Concrete Parking Lot

- Clear & grub 4 inches of top soil
- Level ground as per design
- Install and compact 4 inch gravel sub base
- Form and pour 6 inch reinforced concrete parking lot
- Form and pour 395 Lf of 6 inch curb on North, West, and South side of parking lot
- Form and pour 6 inch concrete curb to form landscape island
- Striping of 29 spaces at 9' x 19'
- 29 concrete wheel stops 6' long
- ADA detectable warning strips at sidewalk entrances

### Quote: \$147,700

#### Alternate G1: Tree Removal

- Remove 6 trees (12-15") trunk diameter
- Remove 13 trees (6-9") trunk diameter
- Remove sidewalk and brush pile

### Ouote:\$9,890

#### Alternate G2: 36' x 80' Pole Shed

- 3 foot thickened perimeter frost protected shallow foundation.
- 6 inch reinforced concrete slab on grade
- 4 millimeter vapor barrier

### Ouote: \$28,650

#### Total Quote: \$186,240

All work to be performed in a professional manner in a timely fashion. Owner will be contacted prior to scheduling work. All waste and debris will be removed from site.

September 6th, 2017

Exclusions:

- · Demo, supply, or install of any electrical, gas, air, or plumbing
- Sales tax is not included. If this project is to be tax exempt please provide a tax exempt certificate otherwise sales tax will be added to the billable amount.
- Demo of unmentioned structures on site
- No permits

Thank you for the opportunity to let Kinney Contractors, Inc. serve you.

**TERMS & CONDITIONS:** We expressly agree to make payments in full for all purchases in accordance with invoice(s). We also agree to pay the following finance charges after a balance remains unpaid for 30 days; the lesser of 2% per month or the maximum rate allowed by law. We further agree to pay all costs incurred to collect any overdue account(s), including collection agency charges, attorney fees, court costs and any other charges allowed by law. The above account is personally guaranteed by the undersigned. This personal guaranty shall remain in full force and effect until the account is paid in full and released by Kinney Contractors, Inc.

NOTICE TO GUARANTOR: You are being asked to guarantee the debt described above. If the Debtor does not pay this debt, you will have to. You may have to pay up to the full amount of this debt if the Debtor does not pay. You may also have to pay collection costs, attorney fees, court costs and the like which will increase this amount. The Creditor can collect this debt from you without first trying to collect from the Debtor. The Creditor can use the same collection methods against you that can be against the Debtor, such as suing you, garnish your wages, etc.

Provided By: Janathen Kinney

Date: 09/06/17

Accepted By:\_\_\_\_\_

Date:

Tim Clark Concrete Construction Inc.

San Jose, IL 62682

# Estimate

Date	Estimate #
9/5/2017	PROJECT#561

Name / Address	
City of Lincoln	
710 5th	
Lincoln IL 62656	

			Project
Description	Qty	Rate	Total
Concrete for North Parking Area		0.00	0.00
<ul> <li>BASE BID ITEMS</li> <li>Level ground per design</li> <li>Form and pour 5.5" concrete parking lot 4000# mix with 10 Ga wire mesh as per design 117x117.5x5.5"</li> <li>5" of stone placed and compacted</li> <li>ALTERNATE ITEMS</li> <li>Tree removal and cleanup</li> <li>Add Curbing per design</li> <li>5.5 "concrete foundation 4000# mix with 10 Ga wire mesh ,vapor barrier for a 36x80 pole shed</li> <li>5" of stone placed and compacted</li> <li>22x42x5.5" concrete approach 4000# mix with 10 Ga wire mesh</li> <li>Concrete curbing for 2 landscape area</li> <li>29 concrete wheel stops</li> <li>Lot drainage per design</li> <li>Concrete sidewalk entrance with detectable warnings</li> </ul>	13,747.5 450 360 2,880 98 990 192 29 2	0.00 14,820.00 11.00 42.00 19,800.00 40.00 11.25 42.00 12.00 40.00 280.00 3.160.00 950.00	14,820.00 151,222.50 18,900.00 0.00 19,800.00 14,400.00 32,400.00
If you have any questions please call Tim at 217-737-9733		Total	\$288,398.50

Phone #

217-737-9733

## LINCOLN POLICE DEPARTMENT

CHIEF OF POLICE PAUL ADAMS



DEPUTY CHIEF MATTHEW VLAHOVICH

To: City Council From: Chief of Police, Paul Adams Meeting Date: March 27, 2018

#### Re: New Police Station North Garage Bid Award

#### Background

The original design for the police department included a garage on the north lot which would serve for parking of department trailers like the wiener wagon, evidence vehicles, storage of large evidence items, lost & stolen bicycles, washing cars, and maintenance of department vehicles. This garage was removed from the subsequent design to help lower the overall price of the building renovations.

After redesigning the building, similar to the original design, we put the new design out for bid mainly to area contractors as a 36'x80'x16' pole shed. The building will be insulated, provide five (5) bays with two (2) 12' doors and three (3) 10' doors with openers. There would be two internal bays of which one can be locked for evidence processing and the other to be used to clean and maintain the department fleet of vehicles. The added height was to accommodate a vehicle lift in the future to help maintain vehicles and for evidence searches.

#### **Analysis/Discussion**

The original design included a very nice split block faced 30'x74'x10' building with the similar five bays, which was going to cost about \$800,000 for the garage and the north parking lot. The post-frame building is much cheaper and will be low maintenance.

We received four bids:

Company	<b>Base Bid</b>	<b>Internal Walls</b>	Total
Greiner Buildings	\$99,900	Included	\$99,900
FBI Buildings	\$111,354	Included	\$111,354
Morton Buildings	\$118,167	Included	\$118,167
<b>Ragland Building</b>	\$106,095	\$13,370	\$119,465

The exterior walls are insulated to R-19. The base bid included overhead doors that were insulated to R-8. There is an overhead door upgrade to take the doors to an R value of 17 for \$300 per door. This would increase the cost of the building by \$4,500 to \$104,400 which is still lower the next highest bid.

## LINCOLN POLICE DEPARTMENT

CHIEF OF POLICE PAUL ADAMS



DEPUTY CHIEF MATTHEW VLAHOVICH

#### **City Code**

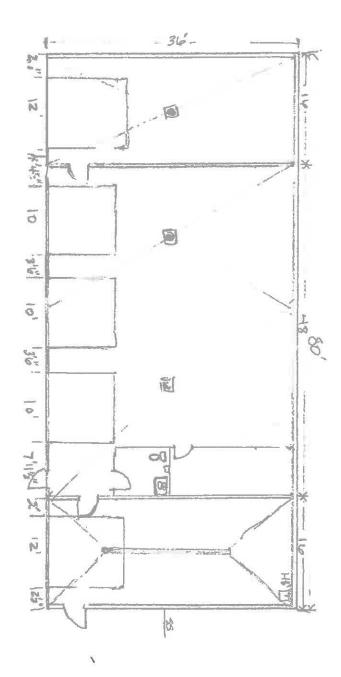
All necessary variances for the building and parking lot have been approved. The height of the building was checked by Building and Safety Officer Wes Woodhall. Everything will be in compliance at this time.

#### **Fiscal Impact**

The original amount was included in the bond amount for financing of the entire new police station project. We are well under our soft costs amount on the police building including a possible grant that is forthcoming.

#### **COW Recommendation**

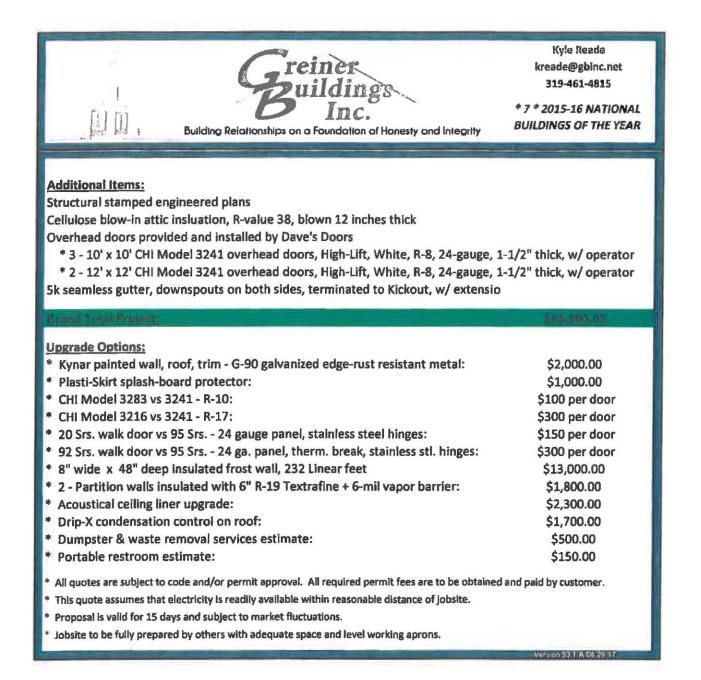
Place on Council Agenda for April 2, 2018 to approve the bid for North Garage at the new police station to Greiner Buildings in amount not to exceed \$104,400.

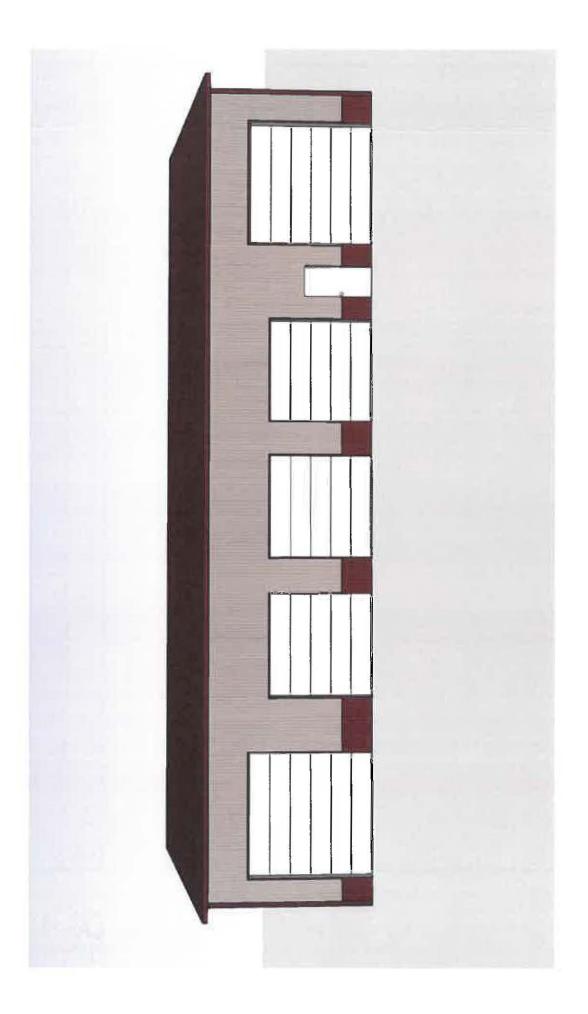


36. × 80, × 16

Not to scale

	Building Relationships on a Found	Ings AC. Nation of Honesty and Integrity	Kyle Reade kreade@gbinc.net 319-461-4815 * 7 * 2015-16 NATIONAL BUILDINGS OF THE YEAR
Project Type: Building Type: Proposal Type:		Date: Prepared For: Contact Name: Phone: nd bid based on thorough p	September 7, 2017 City of Lincoln Paul Adams, Police Chief 217-732-2151 Lincoln , IL
<ul> <li>* 36' Wide x 80</li> <li>* Designed to b</li> <li>* 3-Ply 2x6 glu-</li> <li>* Posts are coal</li> <li>* Gable roof wit</li> <li>* Trusses space</li> <li>* Trusses are book</li> <li>* Dri-crete post</li> <li>* 1 - Row MCA</li> <li>* Dimensional I</li> <li>* 1' Sidewall ove</li> <li>* Vented ridge of</li> <li>* Vented ridge of</li> <li>* Wainscot, on</li> <li>* 3 - 10'x10' Ove</li> <li>* 2 - 3'0" x 6'8"</li> <li>* Door Access</li> <li>* 2 - Partition w</li> <li>* Ceiling liner th</li> <li>* Insulated exter</li> <li>* 29 Gauge Pan</li> <li>* Please see F</li> </ul>	<b>a Description:</b> D' Long x 16'-0" High (height measures be code-compliant, stamped engineer lam columns on sidewalls 8' spacing. 3 ated with PostSaver advanced treatment ith a 3.5/12 roof pitch and flat bottom ad 8' on-center with 30# ground snow- olted to columns with two bolts per si- thole footings. 1.5' diameter sidewalls Treated Tongue-and-groove splash .2: lumber is MSR 1650 (machine-stress re- verhang with ventilated soffit on both erhang with solid soffit on both gable on both sides of roof for the entire lea- both sidewalls metal, on both endwally verhead Door openings on the Sidewally verhead Door openings on the Endwally Plyco 95E Series walk doors with solid sories: 4 - locksets, 4 - foam-injected ji valls lined with metal on both sides (in hroughout using 29 gauge interior metal terior walls using 6" R-19 Anco Textrad- pel-Loc Plus wall and roof steel with sil Kynar paint upgrade option below -head screws with matching color hear	ed plans fee included separa 3-Ply 2x6 glu-lam columns o nt application system -chord -load, 4# top-chord dead-loa de s, 1.5' diameter endwalls 3 PCF treatment retention, 2 ated); high-strength lumber sidewalls ends ngth lls metal - 36" tall l, with high-lift framing- with d panel, polar white d panel, polar white ambs sulation upgrade below) tal, with poly-film vapor bar fine insulation, w/ 6-mil plas iconized-polyester paint & g	ately below in ends 8' maximum spacing ad, and 5# ceiling-load 178 linear feet total w/ minimized knots & bark h interior trims h interior trims h interior trims







**FBI Buildings, Inc.** 3823 W 1800 S Remington, IN 47977 219 261-2157 Phone 219 261-3193 Fax www.fbibuildings.com

September 1, 2017

Police Chief Paul Adams City of Lincoln City Clerk Office 700 Broadway Lincoln, IL 62656

#### **Police Station Garage**

#### Dear Chief Adams:

Thank you for taking the time to educate us on the objectives of your upcoming building project. Based on your objectives, the following criteria were considered when creating your building solution.

"Meeting Your Expected Project Results" by:

- · Providing an energy efficient insulation system to reduce operating costs
- · Creating a design based on employee work flow to improve productivity of your employees
- Developing a cost effective construction design to minimize your construction costs
- Considering On time project completion to minimize your distractions during construction
- Providing quality long lasting materials to reduce maintenance costs
- Providing Engineered Stamped Drawings to ensure structural integrity and code approval

"Giving You Less Hassle" via:

- · Detailed drawings to clarify the details and help you know what you are buying
- Detailed specifications to avoid hidden costs and misunderstandings
- Responsiveness during the planning phase to facilitate your project objectives

"Lowering Your Risk" via:

- Pre-defined Safety processes, including a worker fail protection system, to minimize jobsite risk
- Valid Certificate of insurance for added business security and peace of mind

"Providing On Time Construction" with our:

· Company employed building crew, manufacturing plant, and in house engineering

"Providing Service After the Sale" with our:

· Company employed service crew providing long term security and peace of mind

We have provided a 5 page detailed breakdown for your added convenience, making it easier for you to plan, buy, build, and own your new building.

The following package includes:

- Detailed preliminary drawings facilitating a clear understanding of project scope allowing you to fully consider the flow and design of the project. Please feel free to write directly on the drawings in order to help fine tune the construction details.
- 2 Detailed specifications showing the defined scope defining what IS included as well as what IS NOT included. Please ask any question necessary to give you confidence about your building project.
- 3. The total project investment is shown on the last page.

#### **Client References:**

Matt Vlahovich 1310 900<sup>th</sup> Ave Lincoln, IL 62656 217-737-7875 Brian Aeilts 1821 Tremont St. Lincoln, IL 62656 217-735-9058 Henson Robinson 9392 Prairie Creek Rd New Berlin, IL 62670 217-971-9392

We look forward to working with you! Please let me know if you have any concerns. We will work to make sure you know the details of your project. Many buyers of construction services know the lasting consequences of poor planning, vague buying criteria, and haphazard construction processes. Our objective is to help you maximize your building purchase and help you avoid the dreaded statement, "I wish I would have thought of that before I built".

Thank you and have a great day everyday!

Pipp. M

Phil Grussenmeyer Project Sales Consultant Cell: 217-251-5726

P.S. Our team is ready to serve your building needs...to make sure you're not just satisfied but delighted... from start to finish and beyond. You have our word on it.

# **FBi Buildings**

FBi Buildings, Inc. 3823 W 1800 S Remington, IN 47977 1-800-552-2981 www.fbibuildings.com

Presented to: Lincoln Police Department Chief Paul Adams 710 5th St. Lincoln, IL 62656 217-732-2151

Date: September 1, 2017

Project Sales Consultant: Phil Grussenmeyer Office Number: 217-697-0044 Mobile Number: 217-251-5726

Qty UC	M Description
	SITE CONDITIONS IN CONSTRUCTION ZONE AT FBI MOBILIZATION
NO	TE PURCHASER TO PROVIDE THE FOLLOWING:
	A GRAVEL DRIVE TO THE BUILDING SITE A LEVEL SITE WITHIN 8" OF FLOOR ELEVATION
	A GRAVEL MATERIAL STAGING AREA FOR FBI
	A GRAVEL EQUIPMENT STAGING AREA FOR FBI
	A GRAVEL BUILDING PAD PRIOR TO FBI MOBILIZATION
	A GRAVEL PARKING PAD PRIOR TO FBI MOBILIZATION
	25' ACCESS AROUND BUILDING PERIMETER
	SNOW REMOVAL IF APPROPRIATE
NO.	TE PURCHASER TO REPAIR ALL RUTS IN CONSTRUCTION ZONE CAUSED
NO	FROM CONSTRUCTION ACTIVITY TE MUDDY CONSTRUCTION ZONES PRIOR TO & DURING CONSTRUCTION WILL
NO	IMPACT TOTAL PROJECT COST AND MAY CAUSE SCHEDULE DELAYS
NO	E SEE SITE PLAN FOR DEFINED CONDITIONS AT TIME OF FBI MOBILIZATION
	FBI HAS ACCESS TO ENTIRE CONSTRUCTION ZONE FOR MEN, MACHINES, AND
	MATERIAL STAGING FOR DURATION OF PROJECT
	e ar 11de best between the end of the state of the second second of the second second second second second second
	36' x 80' x 16' BUILDING: COLUMNS & TRUSSES SPACED AT 8' O.C.
NO	
NO" 29 PC	TE SOME SETTLING OF FRESHLY INSTALLED COLUMN BACKFILL IS COMMON POURED IN PLACE READY MIX CONCRETE FOOTINGS FOR ENTIRE BUILDING
and the second sec	FBI TO BACKFILL BUILDING COLUMNS WITH GRAVEL
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11.2.2	OF GRAVEL WITH PURCHASER
1 PC	CREW PULL-OFF FOR STUB AHEAD PROJECT - FOR CONCRETE
NOT	E 3 PLY 2" x 6" LAMINATED SIDE WALL COLUMNS SPACED AT 8' O.C.
NO	
29 PC	3 PLY 2" x 6" PERMA-COLUMN SYSTEM WITH 10,000 PSI CONCRETE
NOT	E VARIATION IN PERMA-COLUMN HEIGHTS FROM FF IS COMMON
	E ONE ROW OF 2" x 8" TREATED CENTER MATCH
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Approved by:	Lincoln P.D. 36x80x16 08-26-17.xlsm - Page 1 (
-	0400

Date:

Lincoln P.D. 36x80x16 08-26-17.xlsm - Page 1 of 6 9/1/2017

- NOTE TRUSSES SPACED AT 8' O.C. WITH A 3.5/12 TRUSS PITCH
- NOTE TRUSSES DESIGNED TO SUPPORT WEIGHT OF STEEL CEILING (2 PSF MAX)
- NOTE 2" x 4" ROOF PURLINS SPACED AT 24" O.C. ON TOP OF TRUSSES

2880 SQFT ADDITIONAL BOTTOM CHORD TIES FOR COMMERCIAL BUILDING

#### STEEL SIDING MATERIALS

- NOTE GALVALUME OR G100 FULL HARD 80,000 PSI STEEL SIDING IS INCLUDED
- NOTE KYNAR 500 PAINTED SIDING IS INCLUDED WITH FBI STANDARD COLORS
- NOTE SIDING IS FASTENED WITH STAINLESS STEEL CAP SCREWS

#### STEEL WAINSCOTING

- 178 LNFT 36" WAINSCOT ON ENTIRE STRUCTURE LESS DOOR AREA
- 2 PC CUT OUT FOR DOOR / WINDOW THROUGH WAINSCOT Z-TRIM

#### STEEL ROOFING MATERIALS

- NOTE GALVALUME FULL HARD 80,000 PSI STEEL ROOFING IS INCLUDED
- NOTE KYNAR 500 PAINTED ROOFING IS INCLUDED WITH FBI STANDARD COLORS
- NOTE ROOFING IS FASTENED WITH STAINLESS STEEL CAP SCREWS
- NOTE CONDENSATION NATURALLY OCCURS WHEN AIR BECOMES SATURATED WITH WATER VAPOR AND CAN "RAIN". GOOD CONSTRUCTION PRACTICES WILL REDUCE BUT NOT ELIMINATE CONDENSATION.
- NOTE WATER SOURCES FROM BUILDING USE, DRYING SITE, CURING CONCRETE, ETC. INCREASE PROBABILITY OF CONDENSATION
- NOTE WATER SOURCES FROM BUILDING USE AND DRYING OF CONSTRUCTION MATERIALS INCREASE PROBABILITY OF CONDENSATION
- NOTE PROJECTS WITH LOW EAVES, STEEP ROOF PITCHES, AND / OR DARK ROOF COLOR ARE PRONE TO SHOWING METAL OIL CANNING
- NOTE OIL CANNING / PURLIN TRACKING IS AN INDUSTRY WIDE CHALLENGE AND NOT SPECIFIC TO FBI BUILDINGS
- NOTE BUILDINGS ARE SUSCEPTIBLE TO WIND DRIVEN SNOW INFILTRATION THROUGH OVERHANGS, CUPOLAS, VENTS, ETC. THAT ARE OTHERWISE WATER PROOF
- NOTE SNOW DUSTING IS AN INDUSTRY WIDE CHALLENGE AND NOT SPECIFIC TO FBI BUILDINGS

#### SNOW GUARDS TO MINIMIZE FALLING ICE & SNOW

- NOTE FBI RECOMMENDS SNOW GUARDS TO MINIMIZE RISKS ASSOCIATED WITH SLIDING SNOW & ICE, ESPECIALLY OVER PARKING AREAS OR PEDESTRIAN TRAFFIC AREAS
- NOTE NO SNOW GUARDS HAVE BEEN INCLUDED

#### RIDGE

82 LNFT VENTED STEEL RIDGE CAP AT PEAK IN STANDARD FBI COLORS

#### **OVERHANGS**

- 80 LNFT 12" END OVERHANG WITH NON-VENTED SOFFIT AT BOTH END WALLS
- 160 LNFT 12" SIDE OVERHANG WITH VENTED SOFFIT AT BOTH SIDE WALLS
  - NOTE FBI TO FURNISH & INSTALL AN ALUMINUM SOFFIT SYSTEM

#### GUTTERS AND DOWNSPOUTS

NOTE 5" GUTTERS WITH DOWNSPOUTS ARE INCLUDED

GUTTERS & DOWNSPOUTS SIZED FOR 1" OF RAIN IN 10 MINUTES (6"/HR)

- NOTE CLOGGED GUTTERS / DOWNSPOUTS WILL REDUCE DRAINAGE CAPACITY
- NOTE FBI INCLUDES A STEEL GUTTER SYSTEM IN 16' SECTIONS
- NOTE GUTTERS ARE 29 GAUGE GALVALUME WITH A KYNAR 500 PAINT SYSTEM
- NOTE PURCHASER TO FURNISH & INSTALL SURFACE DRAINAGE TO DIRECT DOWNSPOUT WATER AWAY FROM BUILDING

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3 PC NOTE 2 PC NOTE 2 PC NOTE NOTE 5 PC	
5 PC NOTE NOTE	는 것 같아, 것입니 것 같아, 것 않는 것 것 같아? 것 같아? 것 같아? 가지 것 같아? 이 것 같아? 아이들 것 같아? 것 같아? 것 같아? 것 않는 것 것 같아? 것 같아? 것 같아? 가지 않는 것 같아? 가 가 가 가 가 가 가 가 가 가 가 가 다 가 다 가 가 다 가 다 가 다
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131 SQFT NOTE	3-PLY 2" x 6" LAMINATED COLUMNS FOR PARTITION WALL 2" x 6" TREATED & SILL SEALER AT BASE 6" UNFACED BATT INSULATION FOR PARTITION WALL (R-19) 4-MIL VISQUEEN VAPOR BARRIER FOR PARTITION WALL 2" x 4" - 24" O.C. HORIZONTAL FRAMING ON BOTH SIDES OF PARTITION 2" x 4" - 24" O.C. HORIZONTAL FRAMING ON GABLE TRUSS PURCHASER TO INSTALL ELECTRICAL AFTER SIDE WALL NAILERS STEEL LINER BASE TRIM ON BOTH SIDES OF PARTITION WALL BASE TRIM TO BE SET OFF OF HIGH POINT ON FLOOR AND WILL GAP AT LOW POINTS
160 LNFT 232 LNFT 376 LNFT 2880 SQFT 2880 SQFT NOTE	INTERIOR STEEL CEILING LINER PACKAGE (36' x 80') 7/16" OSB INSULATION BAFFLE 2" x 6" BLOCKING AT TOP OF WALL CAVITY FOR THERMAL PACKAGE CEILING TRIM AT TOP PERIMETER OF CEILING 4-MIL VISQUEEN VAPOR BARRIER ON CEILING AREA WHITE 29-GA STEEL CEILING LINER PANEL WITH 12" O.C. RIBS PURCHASER TO FURNISH & INSTALL THE CEILING INSULATION NOT TO EXCEED 1.5 POUND PER SQUARE FOOT
oproved by:	Lincoln P.D. 36x80x16 08-26-17.xlsm - Page 3 of 6

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- 1 PC 24" x 48" ATTIC ACCESSES
- 15 PC CUTOUTS IN STEEL LINER (\$12 PER EACH)
- NOTE PURCHASER TO SURFACE MOUNT THE ELECTRICAL ON THE CEILING
  - NOTE PURCHASER TO INSULATE AROUND & SEAL ALL LINER PENETRATIONS

#### INTERIOR WALL LINER PACKAGE WITH A WHITE STEEL FINISH (36' x 80')

- 190 LNFT 2" x 6" TREATED & SILL SEALER AT BASE PERIMETER
- 3444 SQFT 6" UNFACED BATT INSULATION ON WALLS (R-19)
- 3444 SQFT 4-MIL VISQUEEN VAPOR BARRIER ON WALLS
- 3712 SQFT 2" x 4" 24" O.C. HORIZONTAL FRAMING ON BOTTOM 8' OF WALLS
  - NOTE PURCHASER TO INSTALL ELECTRICAL AFTER SIDE WALL NAILERS
  - 10 PC CUTOUT AT OBSTRUCTION IN STEEL LINER (\$12.00 PER EACH)
- 190 LNFT STEEL LINER BASE TRIM
- NOTE BASE TRIM TO BE SET OFF OF HIGH POINT ON FLOOR AND WILL GAP AT LOW POINTS 64 LNFT INSIDE CORNER TRIM
- 3212 SQFT WHITE STEEL WALL LINER PANEL W/ 9" O.C. RIBS ON WALLS
- 68 LNFT DOOR & WINDOW TRIM WITH STEEL LINER
- 150 LNFT OVERHEAD DOOR TRIM WITH STEEL LINER
  - NOTE PURCHASER TO SURFACE MOUNT ELECTRICAL
    - NOTE PURCHASER TO INSULATE AROUND & SEAL ALL LINER PENETRATIONS

#### INTERIOR STUD WALLS (8' x 8' x 16' BATHROOM)

- 384 SQFT 2" x 6" 24" O.C. STUD WALL
- 384 SQFT 2" x 6" 24" O.C. STUD WALL FOR WALLS GREATER THAN 10' TALL
- 4 PC STUD WALL INTERSECTION FRAMING

#### **DESIGN CRITERIA**

- NOTE PROJECT DESIGNED USING 2012 IBC
- NOTE PROJECT DESIGNED AS TYPE VB CONSTRUCTION
- NOTE PROJECT DESIGNED AS S-1 OCCUPANCY USE GROUP
- NOTE THIS PROJECT HAS BEEN DESIGNED AS A NON-SPRINKLERED PROJECT
- NOTE NO PROVISIONS FOR HIGH PILED COMBUSTIBLE STORAGE (IE. COMBUSTIBLES STORED GREATER THAN 12' HIGH) HAVE BEEN INCLUDED
- NOTE NO PROVISIONS FOR HIGH HAZARD STORAGE (SUCH AS MOTOR OIL, IDLE PALLETS, PLASTICS, RUBBER TIRES, TOXIC MATERIALS, ETC) HAVE BEEN INCLUDED
- NOTE PURCHASER TO LAYOUT AND DESIGN ALL INTERIOR ROOMS
- NOTE NO ARCHITECT STAMPED DRAWINGS HAVE BEEN INCLUDED
- NOTE SNOW LOAD DESIGNED PER ASCE 7; MINIMUM DESIGN LOADS FOR BUILDINGS
- NOTE WIND LOAD DESIGNED PER ASCE 7; MINIMUM DESIGN LOADS FOR BUILDINGS
- NOTE SNOW AND WIND LOAD DESIGNED WITH EXPOSURE CATEGORY C
- NOTE SNOW AND WIND LOAD DESIGNED WITH IMPORTANCE FACTOR 2
- NOTE WIND LOAD DESIGN BASED ON A FULLY ENCLOSED STRUCTURE
- NOTE BUILDING DESIGNED WITH AN ASSUMED SOIL BEARING CAPACITY OF 3,000 PSF
- NOTE STRUCTURAL ENGINEERED STAMPED SHOP DRAWINGS ARE INCLUDED IL PROJECT

#### **OTHER DESIGN SERVICES**

- NOTE NO SURVEYED SITE PLAN HAS BEEN INCLUDED
- NOTE NO SITE ENGINEERING & DRAINAGE PLAN HAVE BEEN INCLUDED
- NOTE NO SEPTIC DESIGN HAS BEEN INCLUDED
- NOTE NO SOIL BORING TESTS HAVE BEEN INCLUDED
- NOTE FBI RECOMMENDS THAT THE PURCHASER RETAIN THE SERVICES OF A GEOTECHNICAL ENGINEER TO SPECIFY ALLOWABLE DESIGN SOIL BEARING PRESSURES AT BUILDING LOCATION.

Approved by: Date: Lincoln P.D. 36x80x16 08-26-17.xlsm - Page 4 of 6 9/1/2017 SELLER ASSUMES THE EXISTING ALLOWABLE SOIL BEARING PRESSURE IS A MINIMUM OF 3,000 #/SQ FT UNLESS INFORMED DIFFERENTLY IN WRITING BY THE PURCHASER OR A REPRESENTATIVE OF THE PURCHASER. SELLER SHALL NOT BE RESPONSIBLE FOR LOSSES, DAMAGES, OR EXTRA CHARGES AS A RESULT OF SOIL BEARING PRESSURE LESS THAN THE MINIMUM SPECIFIED ABOVE.

- NOTE PURCHASER TO DETERMINE EXACT BUILDING LOCATION
- NOTE PURCHASER TO DETERMINE FINISHED FLOOR ELEVATION
- NOTE NO ELECTRICAL DRAWINGS HAVE BEEN INCLUDED
- NOTE NO PLUMBING DRAWINGS HAVE BEEN INCLUDED
- NOTE NO H.V.A.C. DRAWINGS HAVE BEEN INCLUDED
- NOTE NO SPRINKLER SYSTEM DRAWINGS HAVE BEEN INCLUDED
- NOTE NO FIRE ALARM & DETECTION SYSTEM DRAWINGS HAVE BEEN INCLUDED

#### PERMITS

NOTE NO PERMITS HAVE BEEN INCLUDED

**GENERAL CONDITIONS** THIS QUOTATION EXPIRES September 22, 2017. PURCHASER TO PROVIDE ELECTRIC SERVICE FOR CONSTRUCTION - SERVICE LOCATED FBI TO PROVIDE TEMPORARY RESTROOM FACILITIES PREVAILING WAGE RATES ARE INCLUDED **NO SALES TAX IS INCLUDED BUILDERS RISK INSURANCE IS INCLUDED** DUMPSTER AND SITE CLEAN-UP FOR TRASH GENERATED BY FBI ONLY PROJECT MAY BE DELAYED DUE TO WEATHER CAUSING UNSAFE & NON-PRODUCTIVE WORKING CONDITIONS. EXTREME WEATHER INCLUDING SNOW, RAIN, WIND, AND POSTED ROADS BETWEEN PURCHASE AGREEMENT DATE AND FBI MOBILIZATION MAY DELAY **START & COMPLETION DATE** NON-REFUNDABLE DOWN PAYMENT USED TO PURCHASE STEEL FOR THIS PROJECT ONCE STEEL IS ORDERED, PURCHASER TAKES OWNERSHIP OF STEEL. TOTAL INVESTMENT SUBJECT TO PROPERLY PREPARED BUILDING SITE ANYTHING NOT MENTIONED ABOVE IS NOT INCLUDED

#### TOTAL FBI ERECTED INVESTMENT \$98,796 OVERHEAD DOOR

- 3 PC 3-10'2" x 10' CHI model 3285 steel insulated garage doors, 15" radius track mounting to wood white with white weather seal
  - TOTAL OVERHEAD DOOR SUBCONTRACT \$5,142

#### **OVERHEAD DOOR**

2 PC 2-12'2" x 12' CHI model 3285 steel insulated garage doors, 15" radius track mounting to wood, white with white weather seal.
 TOTAL OVERHEAD DOOR SUBCONTRACT \$4,729

#### **OVERHEAD DOOR OPERATOR**

2 PC Liftmaster model 8355-10ft rail, 1/2hp belt drive trolley opener with remote control

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\$1,436

#### OVERHEAD DOOR OPERATOR

2 PC Liftmaster model 8587-12ft rail, 3/4hp chain drive trolley opener with remote control TOTAL OVERHEAD DOOR SUBCONTRACT \$1,249 TOTAL ERECTED BUILDING INVESTMENT \$111,354

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mortonbuildings.com 309-263-7474

# **Cover Page**

**Project Title** 

# **Police Station Garage**

Firm Name

# Morton Buildings, Inc.

**Executive Summary** 

See Attachment #1



# **Firm Qualifications**

Type of Organization, size, professional registrations, and affiliations

Pre-Engineered Wood Framed Building Construction Company

Incorporated in the state of Illinois with 1800 employees

# 7 Manufacturing Plants and 118 Construction Center 262 Construction Crews

Professional Registrations (see attachments #s 2 and 3)

Identify and present qualifications of the key team members and partners

# (See Attachment #s 2 and 3)

Resume of the principal individuals from who will be assisting the City with this initiative

# (See Attachment #s 2 and 3)

Outline of recent project completed

(See Attachment # 4)

Client references from recent related projects

(See Attachment # 4)



# Understanding of and Approach to the Project

Summary of the approach to be taken including required time and requirements that must be in place before installation

After a Contract Agreement Morton Buildings will develop Engineered Stamped Plans to be used to get a Building Permit if required. When the building permit is obtained Morton will then manufacture the building and deliver to the site. A Morton Buildings Crew will construct the building on the cities prepared level site. After the building shell is constructed Morton Building subcontractors will install the overhead doors and attic insulation. After final inspections and cities approval the final payment will be invoiced and the city can take possession.

The concrete floor and underground plumbing may be scheduled early in the project after the concrete columns are placed in the ground or after the building is constructed.

- (4) weeks to develop plans
- (1) weeks allowed for approvals
- (4) weeks to manufacture and deliver
- (2) weeks to construct building
- (1) week to install overhead door and attic insulation



# **Current construction availability is November 2017**

Overall, itemized costs associated

(See Attachment # 5)

Description of the vender organization and staffing to be used for the project.

Manufacturing of the building components will take place in in Morton Buildings manufacturing plants, construction will be done by Morton Buildings construction crews. Onsite construction management to be done by Morton Building Morton, IL. Sales Office. Plans will be developed by Morton Buildings Design and Compliance department and Engineered by Allied Design Architectural & Engineering Group, P.C. Overhead Doors and Attic Insulation to be installed by local Subcontractors.

Indication of information and participation required from City Staff

Purchase Order or Morton Buildings Contract Agreement building permit, prepared level site in accordance to Morton Buildings Site Specifications, credit approval and agreed to payment terms, building pad, concrete floor, underground plumbing, interior studwalls and finishes, Electrical, Plumbing and H.V.A.C.

mortonbuildings.com 309-263-7474



Other Information that may be Appropriate Building Site Specifications (Attachment #6) Term and Conditions (Attachment #7) Warranty (Attachment #8) Insurance and Financials (Attachment #9) Morton Buildings Firm Profile (Attachment #10) MBMI GC License. 104-

104-000664



Date: Page: 9/6/2017 1 of 8

252 W. Adams, P.O. Box 399 . Morton, Illinois 61550-0399

9/6/2017

City of Lincoln "Police Station Garage" Paul Adams 700 Broadway Lincoln , IL 62656 Home: Cell: Work: 217-732-2151 Other:

Dear Paul:

Thank you for giving us the opportunity to present you with a proposal for your building project. I will follow up with you within the next few days to answer any questions or concerns you might have.

As your Sales Consultant, I will work closely with you throughout the entire building process to help with financing, site selection, site layout for optimum land usage, site preparation and many issues you may not have considered, such as permits and proper drainage.

Morton Buildings, Inc. is the only building company that is fully integrated from receiving raw materials all the way to handing the keys over to you at the end of construction. This allows us to maintain our high quality, erecting buildings that operate efficiently with minimum maintenance and low costs year after year.

From basic to bold, small to large, and plain to fancy, Morton's buildings are constructed to satisfy almost every customer's needs. We put only the best materials and workmanship into every building and that is why we can confidently back our product with a very strong warranty package. Additionally, we can help guide you to a variety of sources for financing your construction project.

Again, thank you for allowing us to present you with this building proposal. I look forward to helping you make your building dream a reality.

Sincerely,

Blake Fitzgerald Sales Consultant Blake.Fitzgerald@mortonbuildings.com Cell Phone: 309-202-4856

Office Phone: 309-263-3680 Office Fax: 309-263-4573 PO Box 399 Morton, IL 61550-399

.: 17

### MORTON BUILDINGS, INC.

#### AREA MANAGER: NICK SMITH

Nick has successfully coordinated projects from the initial discovery process to the last detail of building completion and customer satisfaction. His duties include marketing, building and maintaining customer relations, sales presentations, providing solutions to customer needs, contract writing, working with local building and zoning departments, negotiating with and scheduling sub-contractors, and managing commercial, residential, agricultural, suburban, and equestrian construction projects. Nick will work with the Morton Buildings, Inc. team of experts to fulfill your dreams of an attractive and functional building, and will keep you involved and informed every step of the way. Well-liked by his customers, Nick goes the extra mile to be sure that the customer's expectations are met and exceeded.

#### SALES CONSULTANT: BLAKE FITZGERALD

Blake was born and raised on a small grain and cattle farm in central Illinois. He attended Illinois State University and received a Bachelor of Science degree in Construction Management. Blake joined the Morton Buildings team in 1999 as a Construction Estimator. In 2010, he was promoted to Project Manager and in 2012, Blake took all his construction experience to the field to become a Sales Consultant.

#### **PROJECT MANAGER: MIKE STEIN**

Mike assists sales teams with project definition, budgeting, cost analysis, and coordinates between designers, engineers and construction estimators. He is also the Federal Procurement Superintendent, in which he manages the bid process and supervises federally funded projects. In addition, Mike has twenty years of service in the United States Marines Corps and Marine Corps Reserves. He enjoys camping, fishing, hiking, and hunting in his spare time.

# Allied Design Architectural and Engineering Group, P.C.

#### ARCHITECT: AARON STONE, AIA LEED AP BD+C

BACHELOR OF SCIEN .E IN ARCHITECTURAL STUDIES, SOUTHERN ILLINOIS UNIVERSITY, CARBONDALE, 2000

A licensed Architect in eleven states, Aaron works on preliminary designs and provides technical reviews for various commercial and residential projects in the field of architectural planning, technical code review, technical review of drawings, and project coordination. He specializes is program analysis, space adjacensies, site layout, and code implementation. Aaron is a member of the National American Institute of Architects, which also includes the Peoria section and the Central Illinois Chapter.

#### ARCHITECT: DONALO N. TIPPET, AIA, NCARB, LEED AP 80+C

EVECUTIVE MASTER OF ARCHITECTURE, NEWSTHOOL OF ARCHITECTURE AND DESIGN, SAH DIEGO, 2003

#### BACHELOR OF SCIENCE IN ARCHITECTURAL STUDIES, UNIVERSITY OF ILLINCIS, 1993

Donald graduated rumma cum laude and as valedictorian is currently registered in 44 states, and is certified by the National Council of Architectural Registration Boards for reciprocal registration in all 50 states. He is a LEED As predited Professional in Building Design and Construction, and a member of the American Institute of Architects, including the Petria rection and the Central Illins in Chapter. Donald in the chairman of Morton Buildings and Allie 1 Design's Green Team initiative as well at the Architectural Group Leader. His responsibilities include overseeing the coordination and development of preliminary design services for large commencial projects, review and seal commercial projects for 10 mpliance in the various national and local building codes and zoning ordinances in the various states.

#### ENGINEER: BRIAN N. LONG, PE, SE

MASTER OF SCIENCE IF CIVIL ENGINEERIN'S BRADLE'S UNIVERSITY 2012

Brian has nine years of experience in design and construction of low-rise buildings focusing on structural design and building code review. He became a licensed structural engineer in 2011 and licensed professional engineer in 2013. He is currently licensed to practice in six states.

#### ENGINEER: RON L. SUTTON, P.E., PRESIDENT OF ALLIED DESIGN A&E GROUP

#### BALHELING OF SCIENCE IN AGRI ULTURAL ENGINEERING, UNIVERSITI OF ILLINOIS, 1970

Ron became a licensed professional engineer in 1976, is currently licensed to practice professional engineering in 42 states, and is a member of the American Society of Agricultural Engineers, currently serving on the structural, ethics, and engineering and standards committees. Active participant in the National Frame Builders Association serving as co-chairman of the Research and Education Committee. Qualifying party for state contractors licenses in Florida, North Carolina, South Carolina, California, Louisiana, Maryland, New Mexico, Alabama, Mississippi, Minnesota, Tennessee, and Connecticut.

#### ENGINEER: MIKE L. MCCORMICK, P.E., VICE-PRESIDENT, ALLIED DESIGN A&E GROUP

#### BACHELOR OF SCIENCE, IOWA STATE UNIVERSITY, 1986

Twenty years experience in design and construction of low-rise buildings, including structural, mechanical plumbing, and electrical design. Mike became a licensed professional engineer in 1992, and is currently licensed to practice professional engineering in 29 states.

252 W. Adams St., PO Box 399 | Morton Illinois | mortonbuildings.com/design-build

Artachment #3

mortanbuildings.com

309-263-7474

MORTON BUILDINGS, INC 252 W Adams St · PO Box 399 · Morton, IL 61550-0399 PUBLIC BUILDINGS BUILT WITHIN THE LAST 5 YEARS

1.4.13	B021020512	Crane Creek Township Highway DEPT	309-562-7504
12.6.12	B021023439	San Jose Park District	309-247-3307
1.4.13	B021024683	Girl Scouts of Central Illinois	217-523-8159
3.25.13	B021025172	Morton Park District	309-263-7429
9.21.13	B021030216	Funks Grove Cemetery Association	309-261-6820
1.30.14	B021035292	Habitat for Humanity of Logan County	217-737-9195
6.4.14	B021035522	Lincoln Community High School	217-737-6410
7.1.14	B021039942	WD Boyce Council, Boy Scouts of America	309-673-6136
7.3.14	B021040194	Village of Morton	309-266-5361
10.16.15	B021050623	Mackinaw Cemetery	309-359-8969
9.9.16	B021061349	Mackinaw Township Recreation Group	309-696-8815

Attachment # 4

MORTON BUILDINGS, INC.

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252 W. Adams, P.O Box 399 - Morton, Illinois 61550-0399

# **Building #1 Specifications**

Style Wid	44 11-1-44	Lamath	Turne Creating	Deef Ditel	1	Deals	0.464
Style Wid	th Height	Length	Truss Spacing	Roof Pitch	Lower Chord	Peak Height	Soffit Height
306 36'	16' 4"	80'	8'	4/12	0/12	23' 10.5"	17' 1"
306 36'x1	6' 4"x80' (#1)	- Buildin	g Use: Commercia	al - Police Car	Garage		
Foundation	Foundation Morton Buildings, Inc. exclusive foundation system. Reinforced precast concrete column with an internal threaded adjustment bracket set in a readi-mix poured footing set below frost depth or a minimum of 4'-0" below building grade. Fastened to a laminated wood column with an internal column connector bracket.						
Siding	South, Eas with Stainle		West wall(s) Fluor Screws)	roflex™ 1000	Hi-Rib Steel M	linimum .019	(Fastened
Wainscot	South, East, North, West with 36" tall Fluoroflex™ 1000 Hi-Rib Steel Minimum .019 wainscot (Fastened with Stainless Steel Screws)						
Roof Fluoroflex™ 1000 Hi-Rib Steel Minimum .019 (Fastened with Stainless Steel S with Vent-A-Ridge				el Screws)			
Overhangs	South, North wall(s) 1' Wide Vented Sidewall Overhang with Standard 6" fascia, Gutters, downspouts with elbows at base East, West wall(s) 1' Wide Non Vented Endwall Overhang with Standard 6" fascia						
Walk Doors 2 A	3' x 6'8" Pla lever locks		eaf Fibersteel Wa blt, closer	ik Door(s) ou	t-swing right hi	nge with inter	connected
Overhead Door 3 B	10'0" x 10'		ead Door Opening		minimum 10' 2	2" X 10' 1" pa	anel), 1' 6"
2 C	<ul> <li>Headroom with preparation for hi-lift track</li> <li>C 12'0" x 12'0" Overhead Door Opening (Requires a minimum 12' 2" X 12' 1" panel), 1' 6' Headroom with preparation for hi-lift track</li> </ul>					anel), 1' 6"	
Framed Openings 2 D 3' X 6' 8" (20 sq. ft.) Walk Door This opening will be prepared for a door/window unit with a nailing fin.					unit with a		
Energy Performer Ceiling Finish with Hi-Rib Steel (.019 White CQ Polyester Solid) Fastened to Lower Chord of Truss with Painted Steel Screws, 4 Mil Vapor Retarder and Alr Deflector at Eaves							

104-030664



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#### **Between Trusses**

South, East, North, West wall(s) Interior Wall Finish with Hi-Rib Steel (.019 White Polyester) Fastened to Naiters with Painted Steel Screws, Wall Cavity is Insulated with 6" Fiberglass Insulation and 4 Mil Vapor Retarder

#### **Cross Partition Wall**

Cross partition wall 16' from left end wall of building with columns on right Left Side Finish Siding Finish: Hi-Rib Steel (.019 White Poly) Right Side Finish Siding Finish: Hi-Rib Steel (.019 White Poly) Cross partition wall 64' from left end wall of building with columns on left Left Side Finish Siding Finish: Hi-Rib Steel (.019 White Poly) Right Side Finish Siding Finish: Hi-Rib Steel (.019 White Poly)

#### Subcontracts

Install (3) 10' 2" X 10' 1" White (Raynor Frost White) Raynor Insulated M200 2" R18.30 Door with 2" Continuous Angled Raynor Heavy Duty Track and hardware, Stucco Panels, 1' 6" headroom, Black EPDM rubber bottom seal. Door has clip-on jamb weatherseal. Door operator is a .5 HP CSH211 Jackshaft which includes interior 3 button wall station, single button transmitter, and photo eyes.Door has 2 additional transmitter(s). Door has 1 additional keyless entry pad(s). Door has 1 additional antennae. Door has lift clearance track.

Install (2) 12' 2" X 12' 1" White (Raynor Frost White) Raynor Insulated M200 2" R18.30 Door with 2" Continuous Angled Raynor Heavy Duty Track and hardware, Stucco Panels, 1' 6" headroom, Black EPDM rubber bottom seal. Door has clip-on jamb weatherseal. Door operator is a .5 HP CSH211 Jackshaft which includes interior 3 button wall station, single button transmitter, and photo eyes.Door has 2 additional transmitter(s). Door has 1 additional keyless entry pad(s). Door has 1 additional antennae. Door has lift clearance track.

Provide and install R-38 fiberglass attic insulation in the attic of a 36'x16'x80' Morton Building.

#### Additional Information

This is a proposal only.

Tax is not included.

Prevailing wage rates included.

Pricing is based on building on your level site with gravel base.

Underground obstructions hit during digging may incur additional expense to owner.

Any interior wall cut-outs will be charged separately.

Pricing includes:

Morton exclusive full warranty (See below), builders risk insurance, sealed structural drawings, dumpster for removal of construction debris, portable toilet for Morton use during construction, all materials, equipment, and labor to erect said project.

Morton exclusive non-pro rated warranty includes labor and materials and is 100% backed by Morton Buildings.

50 years on structure damage due to snow loads with no snow weight limit. 50 years on treated lumber.

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MBMI GC License: 104-000664

# MORTON BUILDINGS, INC.

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50 years on pre-cast concrete columns.

35 years on paint

20 years on edge rust.

5 years on structure damage due to wind loads with no velocity limit.

5 years on roof leaks.

Package also includes:

Pre-cast concrete lower columns set in ready mix concrete footings. 26 gauge commercial steel roofing and siding. Fully stainless steel screw fasteners placed on top of the ribs. Premium trim package. Commercial weather-strip around overhead door openings. Aluminum gutter system. (2) Insulated partition walls with framed openings for walk-doors by others. Walls covered with white hi-rib steel on both sides. Continuously vented ridge.

Pricing does not include:

Site engineering, site leveling/fill, gravel base, concrete floors/approaches, mechanicals, interior room build out, permit costs, or anything not specifically stated as included.

2:17

(4B)AI GC License

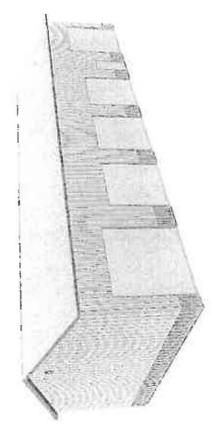
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#### **Perspective From The Southwest**



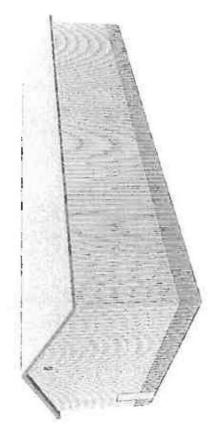
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### Building 306 36'x16' 4"x80' (#1) Perspective From The Northeast

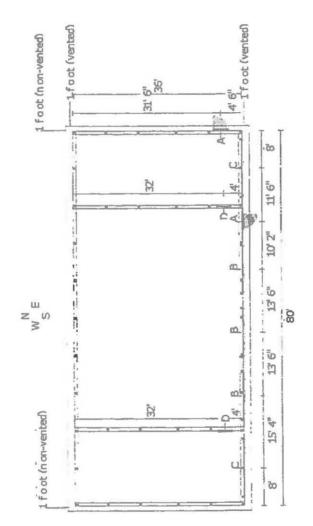


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### 306 36'x16' 4"x80' (#1) Column Plan



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104-000664

MBM 104-000664 GC License

MORTON BUILDINGS, INC.

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#### **Building Investment**

Total Estimated Project Cost as described including Material, Tax, and Labor\*: \$118,167.00

\$35,450.00 Down Payment \$70,900.00 Due Upon Delivery of Materials \$11,817.00 Due When Morton Buildings' Scope of Work is Complete

\* Building Proposal Good for 7 Days from the date specified on cover letter.

If you accept this pricing proposal you must enter into a written building order which contains additional terms and conditions. This proposal is not intended to be a contract for construction.

This proposal contains information which is proprietary and/or are trade secrets and may not be disclosed to thirdparties without the express written authorization of Morton Buildings, Inc.



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#### **Building Site Specifications (06/10)**

The importance of a prepared site cannot be overemphasized. You, the Owner, and your Morton Sales Consultant will inspect your site and make an evaluation of the site in preparation for construction of your Morton building.

- 1. You are required to designate on the Site Work Responsibilities which responsibilities are yours and which are the responsibilities of Morton Buildings, Inc. [hereinafter "Morton"].
- 2. If it is your responsibility to obtain plans, reports, permits, or variances you must do so within a reasonable time or the specified date on the Construction Proposal page. If delivery of your building material is delayed through no fault of MBI, upon notice the order may be re-priced or terminated at the option of MBI. If the order is terminated expenses accrued plus reasonable overhead and profit will be due. The responsibilities for site preparation, foundation or permitting which are yours must be completed before materials are delivered to the job site. If the site is not prepared upon arrival of materials, Morton has the option of delivering the materials or returning the materials to the origin of shipment. If materials are delivered, you will be responsible for any damage to materials due to storage at the site or other causes outside Morton's control. If materials are returned, you will be responsible for delivery and restocking charges when materials are reshipped to job site.
- 3. Site preparation includes establishing a safe working perimeter around the building site. This is a minimum of 10 feet working area beyond the edge of a proposed overhang on the building, a minimum of 30 feet away from non-insulated or damaged insulated wires, including overhead and underground lines, that conduct electricity and a minimum of 10 feet away from any insulated wires, including underground lines, that conduct electricity. Morton delivery and construction crews are authorized to refuse to work on unsafe job sites. If site preparation is your responsibility and the site is deemed unsafe, you will be responsible for any damages, including delay damages, including the site is made safe for work.
- 4. If Special Site conditions were noted on Site Work Responsibilities, Morton may, with approval of the Safety Department, elect to build on your site using additional safety equipment or safety methods which will add extra charges to the total price.
- 5. Failure to provide services prior to construction for which you are responsible constitutes a waiver of Morton's liability for any damage which occurs as a result of your failure to provide agreed services on Site Work Responsibilities including, but not limited to, diminution in value for failure to provide survey or structural failure or building movement for failure to provide site engineering or proper site preparation. If the building is built on all or part of an existing foundation, Owner waives any claim against Morton for damage or loss caused by failure of any part of the building due to inadequate foundation and agrees to indemnify, defend and hold Morton harmless for same.
- 6. Buildings anchored in the ground must resist wind uplift. The soil composition and compaction must sustain loads for which concrete was designed. Improper drainage can cause frost heave. Improper site preparation and landscaping after construction can lead to wind damage, structural damage, settling, frost heave and cracking of walls or floors. If site preparation is your responsibility, you waive all liability against Morton for the above damages due to inadequate site preparation.
- 7. Definition of a Prepared Site
  - a. Site is level when rough grade is within +/- one (1) inch to agreed elevation.
  - b. Site allows all columns to set to natural, undisturbed soil of footings provided and meets earth work criteria below.
  - c. Grade elevation and finish floor elevation are marked on an agreed benchmark.
  - d. Building corners are flagged with either grade stakes or locator flags.
  - e. A minimum 10-foot wide clear work area is available around the perimeter of building, graded to slope 1-2 inches per foot away from building (not to exceed 2 inches per foot).
  - f. Site is free from above and below grade obstructions.
  - g. 110 Volt electricity is within 200 feet of building site unless noted otherwise in the Construction Agreement.
  - h. Overhead power lines within 30 feet of building, working area, unloading area or material storage area are either covered or disconnected.
  - i. Access to site and space for unloading is available as described below.
  - j. Underground utility lines (Telephone, Electric, Gas, Water, Sewer, Cable TV, Fiber Optics) are located and clearly marked by local utility companies or Owner if lines are private. Owner is responsible for any charges by utility company to mark private lines.

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- k. Soil compaction to 95% of its maximum density or that specified in an engineering report for the site.
- 8. Earthwork criteria

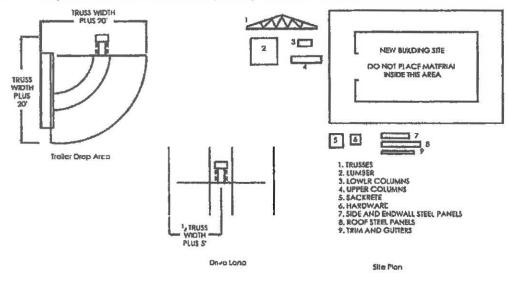
**Owner's Initials** 

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- Site preparation consists of the removal of organic matter, loose top soil, vegetation, unsuitable soil types, and cutting high areas or filling low areas with well-graded fill that is free of rocks (4" or larger except in column area where maximum size must be 1" or less), free of debris and frost when placed, and can be compacted to 95% of its maximum density. Earth removed from high areas can only be used if it meets these specifications.
- b. If the building will have a concrete floor, a minimum of 4 inches of well-graded fill must be provided to level the rough grade. Well-graded fill is material consisting of particle sizes from its coarsest to finest particles, is trimable, compactable and granular. A washed sand is not compactable and must not be used for fill.
- You release Morton and accept all liability for any losses that result from damage to private utility lines not properly marked and identified before construction.
- 10. If, during construction, underground obstructions require special digging equipment and/or additional labor, the cost plus reasonable markup will be charged as extra charges if site preparation is your responsibility.
- 11. You must provide suitable access to the work site. Additional charges will be added to the Construction Agreement if the trailer drop area and drive lane do not meet the criteria below and Morton must drop materials away from the work site. Construction equipment can cause tire ruts in soft ground or damage concrete driveways or sidewalks if the only access is over these areas. You accept all liability for repairs to the work site which result from reasonable ingress, egress or equipment (such as lift trucks) usage during building construction by Morton or its subcontractors.
- Morton recommends that final grading of the job site not be done before construction. Owner is responsible for repairs to site if final grading is done before construction.
- 13. Access to Site and Space for Unloading
  - a. Material for your building will be delivered on one or more flat bed trailers. The semi-tractor is equipped with forklifts to mechanically unload materials. The truck driver will need space to maneuver and stack the building materials.
  - b. You or your representative must be present during the unloading to accept delivery and to call for assistance in case of an emergency.
  - c. Trailer drop location must be reasonably level. Area can be on the job site, main driveway, or near the building site.
  - d. Drive lane is a path from trailer to stacking area on which unloading semi-tractor must travel. There must be at least 5 foot clearance on either side of the truss suspended from forks. Trusses are usually the same length as building width.
  - e. All materials will be stacked in the designated locations per the diagram below. If material needs to be dropped more than 200 feet from the building location, an additional charge will be added to the Construction Agreement.
- 14. You must designate an area for excess dirt (spollings) stockpiled on site before construction begins.



## **RAGLAND COMPANIES, INC.**

P.O. BOX 418 HOPEBALE, ILLINOIS 61747

davo@raglaadbuildings.com

Police Station Garage – RFP Response Attn: Paul Adams

#### <u>36 x 80 x 16</u> (15' Clearance)

#### 1) 2-12 x 12 insulated overhead doors with openers (side wall)

- 2) 3-10 x 10 insulated overhead doors with openers (side wall)
- 3) 2-3068 solid walk door
- 4) 12" vented overhang
- 5) Vented ridge
- 6) Wainscoat
- 7) Painted screws on roof & walls
- 8) Liner Package:
  - A. Steel ceiling with R-30 insulation
  - B. Steel walls with R-19 insulation
  - C. Trim out all doors
- 9) Truss 8' O.C. with ceiling load & 4/12 roof pitch
- 10) 3-ply 2x6 laminated columns
- 11) Perma columns on all post
- 12) All lumber #2 or better southern yellow pine
- 13) 2x6 recessed purlins on roof
- 14) 2x6 side wall girts
- 15) 2x8 treated splash board
- **16) NO GUTTERS IN PRICE**

#### Material, No Tax, Delivery & Prevailing Wage Labor \$106,095.00 (Options)

- 1) 2-36' interior walls with steel on both side, R-19 insulation, and walk doors adds \$13,370.00
- 2) Drip X on roof (vapor barrier) adds \$1,480.00
- 3) Ply foil on walls adds \$3,690.00
- 4) Engineered Print adds \$1,500.00

Thanks Dave White Bid good for 14 days 9-6-2017

#### LINCOLN POLICE DEPARTMENT

CHIEF OF POLICE PAUL ADAMS

Arcar Arcar

DEPUTY CHIEF MATTHEW VLAHOVICH

To: City Council From: Chief of Police, Paul Adams Meeting Date: March 27, 2018

**Re: Stop/Yield Signs** 

#### Background

There are several "open" intersections on side streets of Lincoln. These intersections are often reported to have close calls or crashes as most people are not aware of the proper procedure on "right of way" or they do not navigate these streets often and are unaware of the open intersection.

Locations including the number of reported accidents since 2010: McLean Street/Oklahoma Ave - 4 crashes 18<sup>th</sup> Street/Grand Ave - 1 crash 19<sup>th</sup> Street/Grand Ave - 1 crash (Fatal, ice related) 21<sup>st</sup> Street/Grand Ave - 1 crash 22<sup>nd</sup> Street/Grand Ave - 1 crash

#### **Analysis/Discussion**

There are several other intersections in town, however these were brought to the Police Department to review. Discussion would be Yield signs or Stop signs and traffic flow direction. Possible discussion on the priority order of posting signs based on cost.

#### **Fiscal Impact**

Amounts would need to be budgeted to include \$300 for materials and labor per intersection according to Street Superintendent Landers.

#### **COW Recommendation**

Place on Council Agenda for April 2, 2018, to approve the erection of signs as directed by Council.



DockDogs® Worldwide Dockdogs.com | @officialdockdogs



## THE WORLD'S PREMIER CANINE AQUATICS COMPETITION

As seen on ABC, ESPN, and the Outdoor Channel.

"Can pigs whistle? Not likely. Can dogs fly? Sometimes." | -Mary Lou Baker, Marylandlife.com



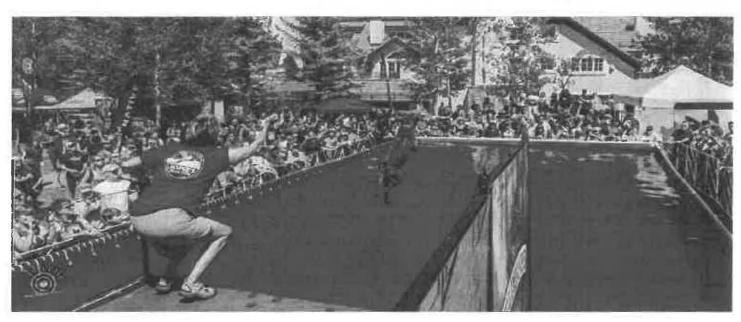
## **DOCKDOGS®**

THREE COMPETITIONS COMBINED INTO ONE ACTION PACKED, FAMILY ORIENTED SHOW.

> "Big Air Dogs Is The Hottest Property In The Outdoor Market" -Gary Morgenstern; Former Director of ESPNs Outdoor Programming Over

## **BIG AIR IS WHERE IT STARTED!**

THINK OF BIG AIR® AS THE LONG JUMP FOR DOGS DockDogs® has grown from 20 original jumping teams in 1999 to over 40,000 registered teams in 2017!



## **BIG AIR®**

Big Air<sup>®</sup> is the long jump for dogs. The dog has 60 seconds on the 40 foot long dock to complete the jump. The jump distance is measured from the end of the dock to the point at which the base of the dog's tail hits the water.

- Big Air<sup>®</sup> is the original and still most popular DockDogs<sup>®</sup> competition.
- Each dog and their "Handler" are a competition team and each team competes head-to-head against the other to see who can jump the farthest distance.
- Each team is allotted 60 seconds to get the dog down the dock and into the water.
- The Judge evaluates all jumps electronically using digital video stop-action technology developed by ESPN's MIS Department.
- The official jump distance is measured, and when it's all said and done, the dog that jumps the farthest wins!



## **EXTREME VERTICAL®**

Extreme Vertical® (EV) is the high jump for dogs. The dog must knock down or grab a bumper extended from an arm 8 feet out from the dock. Competing teams have 60 seconds to complete the discipline.

In the Spring of 2005, Extreme Vertical<sup>®</sup> was officially launched as the second form of DockDogs<sup>®</sup> competition after initially being developed as a training technique for Big Air<sup>®</sup>. Just as Big Air<sup>®</sup> is equivalent to a "Long Jump" for dogs", Extreme Vertical<sup>®</sup> is equivalent to a "High Jump" for dogs.

For the Preliminary Qualifying Competitions, a bumper is hung from a specially designed Extender Arm and placed 8 feet from the edge of the dock. The Bumper is then placed at the chosen starting height for each team.

Each team is permitted to use a maximum of 20 feet of the dock surface and is allotted 60 seconds to jump in the air while attempting to remove the bumper from the apparatus. If the team misses on the first attempt, they will immediately return to the dock and will be given a second and final attempt to remove the bumper.

Rounds continue with the bumper being raised in 2 inch increments per round until the dog that jumps the highest takes home the Prize!



# NEXT, WE WENT OVER THE TOP WITH....



## **SPEED RETRIEVE®**

Speed Retrieve® is the speed swim for dogs. At the handler's signal, the dog runs down 20 feet of the dock, jumps into the water and swims to pull down a bumper 38 feet away that is suspended 2 inches above the water. The dog has 60 seconds to complete the retrieval and their time starts as soon as the dog is in motion. Each team has two attempts and the faster of the two runs is the official score.

#### **Its All About Speed!**

The newest form of DockDogs<sup>®</sup> competition, which was introduced in 2008, has nothing to do with the dogs ability to jump but rather its speed.

- Similar to Extreme Vertical<sup>®</sup>, in SPEED RETRIEVE<sup>®</sup> each team is allowed to use a maximum of 20 feet of the dock surface and is given 60 seconds to get into the water. However, instead of measuring distance or height, each dog is racing against the clock.
- Upon entering the water, each dog must swim to the end of a 40 foot pool and remove the DockDogs<sup>®</sup> bumper from an Extender Arm in order to complete their timed run.



# THAT WASN'T ENOUGH....

## **IRON DOG®**

The Iron Dog® Challenge was put in place to incorporate all three of the DockDogs® competitions.

To achieve valid ID score competitors in Iron Dog must not only participate in Big Air<sup>®</sup>, Extreme Vertical<sup>®</sup>, and Speed Retrieve<sup>®</sup> at a single event but also receive an official score. We compile the best run in all three disciplines for each team and the team with the overall best score wins.

This competition challenges participants to continuously develop their skill in all three disciplines, and rewards the boldest, best, and most daring teams.

