

CITY OF LINCOLN
REGULAR COMMITTEE OF THE WHOLE MEETING
AGENDA
MAY 29, 2018
CITY HALL COUNCIL CHAMBERS
7:00 PM

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Public Participation**
- 4. Block Party Application: July 14, 2018 James Cosby 200 Block of Pekin Street
hours 2:00 PM – 10:00 PM**
- 5. Request to Permit: July 18, 2018 hours 4:00 PM – 7:00 PM, First Presbyterian
Church 38th annual BBQ**
- 6. Request to Permit: July 28, 2018 hours 6:00 AM – 5:00 PM, Open Arms Christian
Fellowship for a 3 on 3 basketball tournament**
- 7. RFP Contract for Lift Station Alarm Replacement**
- 8. Design Contract for Treatment Plant CSO Upgrade**
- 9. Discussion on Union Street Pump Station Property**
- 10. Resolution: Changing name of designated signer for annuities payable to the
Lincoln Firefighters Pension Fund**
- 11. Discussion regarding City Ordinance providing regulations and restriction of the
Use of parks within the City of Lincoln**
- 12. Resolution: Abraham Lincoln Healthcare Foundation install fitness court on Real
Estate owned by the City Of Lincoln**
- 13. Announcements**
- 14. Possible Executive Session**
- 15. Adjournment**
- 16. Upcoming Meetings**
City Council Meeting: Monday, June 4, 2018
Committee of the Whole Tuesday, June 12, 2018



CITY OF
LINCOLN, ILLINOIS

City Clerk 700 Broadway St.
217/735-2815 Lincoln, IL 62656

City of Lincoln Block Party Application

Date Application Submitted: 11 May 2018

Name of Block Party Sponsor: James Cosby Phone #: 217-737-0410
Name of Alternate Contact: _____ Phone#: _____

Sponsor's Address: 219 Pekin ST E-Mail: j.cosby.solutions@gmail.com
Alternate's Address: _____ E-Mail: _____

Date of Block Party: 14 July 2018 Start Time: 2:00 pm End Time: 10:00 pm

Location of Block Party (Specify hundred block, street name from cross street, i.e. 400 Block of Elm from 9th Street to 10th Street)
200 block of Pekin ST

Do you plan to use a tent? Yes: No:
Do you plan to have a fire pit? Yes: No:

(Please note that all tents and fire pits must be inspected and approved by Fire Dept. personnel prior to the start of the block party. To schedule a tent or fire pit inspection, contact the Fire Dept. at 735-4020.)

Please Circle Yes or No

Do you request a visit from the Lincoln Fire Department? Yes No

Do you request a visit from the Lincoln Police Department? Yes No

Applicant does hereby promise and agree to indemnify and save harmless the City of Lincoln from any and all claims, demands, causes of action or judgments made by any person and arising in any manner from the granting of Block Party Agreement. The applicant agrees to be responsible for accepting delivery of barricades to their home, for the placement of the barricades upon the City right-of-way and for the return of barricades to their property for City pickup. Any questions in regard to barricades, contact the Street Dept. at 732-4655.

Name (Print): James Cosby

Signature:

Note: The Police and or Fire Departments reserve the authority to terminate the event if complaints are received, City ordinances are violated, or if public safety or peace is compromised.

FOR OFFICIAL USE ONLY

Date Received: _____ Application is: Approved: _____ Denied: _____

CITY OF LINCOLN

BLOCK PARTY GUIDELINES AND PROCEDURES

The City of Lincoln encourages its residents to get to know each other and to foster positive neighborhood activities for family and friends. Block parties are permitted for this purpose. Please note the following:

- Block party permits can be obtained from the City Clerk's office at 700 Broadway Street Monday – Friday from 9:00 to 5:00, except holidays.
- Block party permit request must be submitted 14 days prior to the event.
- The Street Dept. will deliver and pick up the necessary barricades from the designated contact person. Barricades will be delivered to the address of the contact person on the Friday preceding the block party and will be picked up on the Monday following the block party.
- Do not obstruct the City sidewalk or alley with barricades, ropes or other objects. Do not stretch wires, ropes, nets, lights, banners and other items across the street. Block parties are limited to a single block and may not block intersections
- A minimum 12-foot wide, clear lane for emergency access must be provided so that emergency vehicles can have safe passage.
- Block parties will only be permitted between 9:00 a.m. and 10:00 p.m. Block party participants are responsible for cleaning the street and public areas, with all debris and items removed and the street reopened by 11:00 p.m.
- Alcohol is not to be sold. If alcoholic beverages are served, the participants are responsible for abiding by state and local laws and ordinances.
- Fireworks are not permitted.
- Amplified music or entertainment must not disrupt the peace of residents in adjoining neighborhoods and must end no later than 8:00 p.m.
- Tents and awnings must be inspected by Fire Dept. personnel prior to the start of the block party. Tent stakes cannot be driven into the pavement.
- Fire pits will be allowed upon inspection of the site by Fire Dept. personnel, with a copy of the burning ordinance given to the persons responsible for the fire.
- The City of Lincoln reserves the right to deny or revoke a permit when it is in the City's opinion the safety and security of the public is at risk.

ORDINANCE NO. 652

5-3-4: BURNING IN CITY:

1. (A) The area within the city which is bounded as follows hereby is declared to be the business district of the city:

Beginning at the intersection of the Southwest Line of Keokuk Street with the Southeast right-of-way line of the Gulf, Mobile & Ohio Railroad; thence Southwesterly along said right-of-way line to the Southwest Line of Pekin Street, thence Northwesterly along said Southwest Line of Pekin Street to the alley between Kankakee Street and Logan Street; thence Southwesterly along the Southeast Line of said alley to Clinton Street, thence Southeasterly along the Southwest Line of Clinton Street to Logan Street; thence Southwesterly along the Southeast Line of Logan Street to Decatur Street; thence Southeasterly along the Southwest Line of Decatur Street to Hamilton Street; thence Northeasterly along the Southeast Line of Hamilton Street to Clinton Street, thence Southeasterly along the Southwest Line of Clinton Street to Sherman Street; thence Northeasterly along the Southeast Line of Sherman Street to Pekin Street; thence Northwesterly along the Northeast Line of Pekin Street to Kickapoo Street; thence Northeasterly along the Southeast Line of Kickapoo Street to Delavan Street, thence Northeasterly along the Northeast Line of Delavan Street to the alley between Chicago Street and Kickapoo Street; thence Northeasterly along the Southeast Line of the last-mentioned alley to Tremont Street; thence Northwesterly along the Northeast Line of Tremont Street to Chicago Street, thence Northeasterly along the Southeast Line of Chicago Street to Keokuk Street; and thence Northwesterly along the Southwest Line of Keokuk Street to the point of beginning.

(B) No person shall kindle or maintain any open fire anywhere within the boundaries of the business district described in subsection (A) of this section, and no person shall permit or suffer the kindling or maintenance of any open fire upon any premises located within the district which may be owned or controlled by him.

(C) No person shall construct, maintain or employ, or shall permit or suffer the construction, maintenance or employment of any incinerator or other device for the destruction by fire of wastepaper, garbage or other refuse anywhere within the boundaries of the business district described in subsection (A) of this section, unless the incinerator or other device be constructed wholly of fireproof material and be housed completely, save for its smoke outlet, within a building situated within the district. It shall be the duty of the owner and tenant of any premises located within the business district whereon any type of burner or incinerator other than the type prescribed in this subsection is situated, to destroy, remove or block up such type of burner or incinerator.

(D) Any violation of subsections (B) and (C) of this section shall be punishable by a fine of not less than twenty five dollars (\$25.00) nor more than one hundred dollars (\$100.00).

(E) No person shall set fire to any items, whether it be leaves, rubbish or other combustible material within the city limits unless that burning is as follows:



LINCOLN FIRE DEPARTMENT

Fire ~ Rescue ~ Life Safety

700 Broadway - Lincoln, IL 62656

Phone 217-735-4020 - Fax 217-732-2145

www.cityoflincoln-il.gov



Tent Structure Requirements

BOCA National Fire Prevention Code 1996, Chapter 20, Section F-2001.0

Tents covering over 900 square feet including all areas with a common means of egress or with an occupant load of 50 people or more, shall be inspected and approved by Lincoln Fire Department Inspection Department.

A Site plan must be submitted with application with occupant loads of 100 or more occupants:

1. Must indicate egress facility minimum two exits marked
2. Must indicate seating capacity
3. Must indicate arrangement of seating
4. Must indicate location of heating and electrical equipment

Tent Owner shall have documentation of Inspection and maintenance records.

All anchors shall be inspected and follow other city requirements.

Combustible materials such as hay, straw, shavings or similar materials shall not be located within any tent used as assembly occupancy. Combustible materials and vegetation shall be kept 20' from the structure, and combustible trash shall be removed at the end of the day/night.

Exposed flames from cooking appliances shall be kept 20' from tent.

Clearance of 3' from all contents inside the tent shall be maintained from the tent fabric.

Fire extinguishers are required 1 4-A rated or two 2-A shall be provided.

Respectfully,

Fire Chief Lincoln Fire Department

REQUEST TO PERMIT

DATE: May 15, 2018

We, the undersigned of the City of Lincoln, do hereby respectfully request the Mayor and City Council to permit

the alley between Ottawa Street and Kankakee Street, behind the Lincoln Jr. High School to be one-way going east on Wednesday, July 18, 2018 between the hours of 4-7 p.m. In addition, we would like to have Ottawa Street between Pekin Street and the alley behind the Jr. High, one-way going south during these same hours. First Presbyterian Church is holding its annual Pork BBQ for the 38th year on this date. The size of the BBQ has grown to serve around 900 dinners over half of which are carry-outs. This one-way traffic flow prevents congestion and accidents. We would also request city barricades to aid with the traffic pattern. We appreciate your consideration of our request.

If the above request is for use of City property, including streets and/ or alleys, please check one of the two boxes below:

- A Certificate of Insurance Liability for the event is attached. * Please see diagram on back.
- A Certificate of Insurance Liability for the event will be provided to the City no later than _____

If City property is used, a Certificate of Insurance Liability is required listing the City as an additional insured. The City reserves the right to postpone review and consideration of this Request to Permit until a Certificate of Insurance Liability is provided.

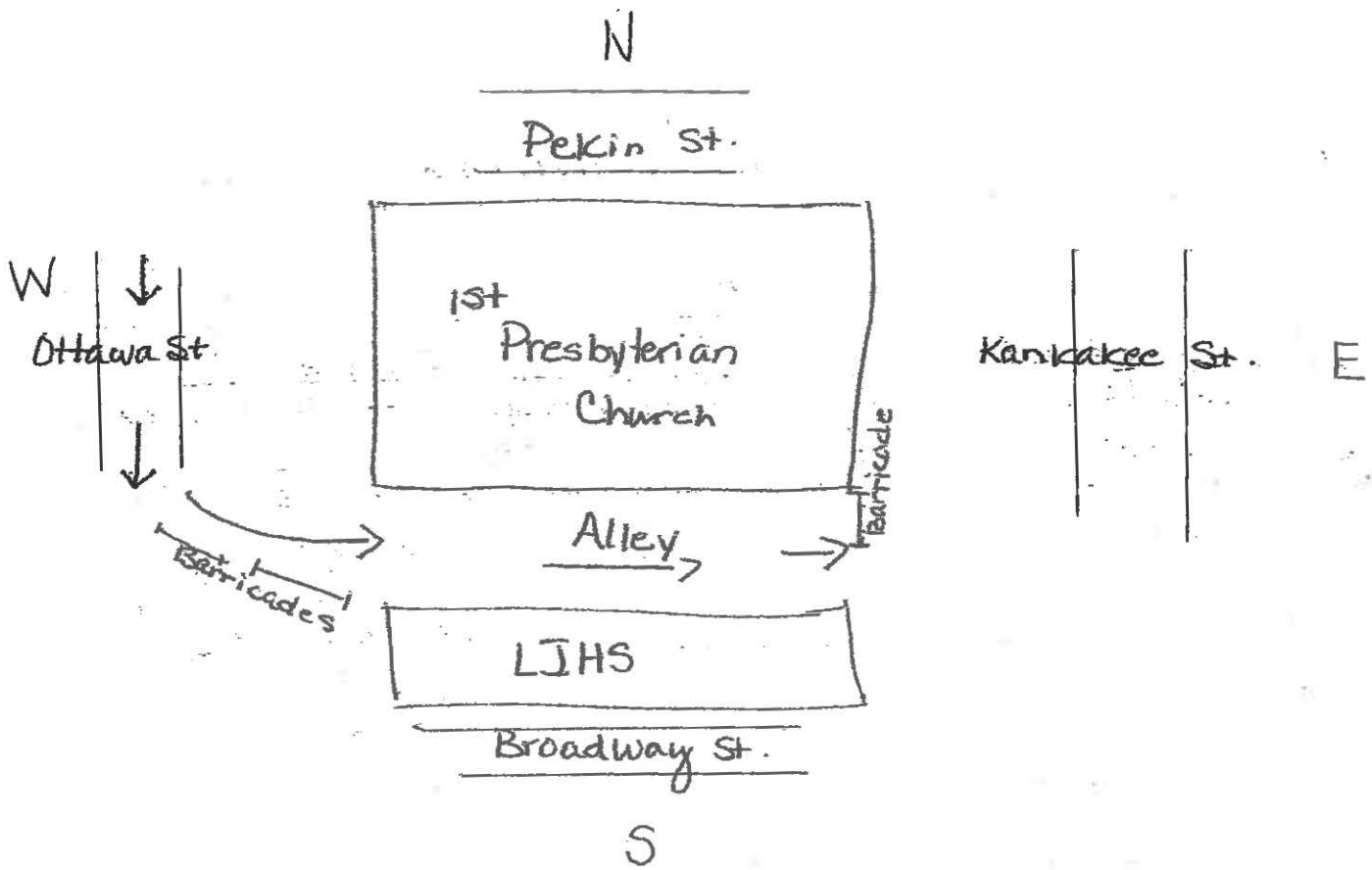
Name: First Presbyterian Church

Address: 301 Pekin Street
Lincoln, IL 62656

Phone: 732-7365 Cell: 217-671-3469

Email: kcleesman@frontier.com

BBQ Chairs
Charlise Leesman
Deb Schweitzer





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/05/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Church Mutual Insurance Company 3000 Schuster Lane Merrill WI 54452	CONTACT NAME: Andrea I. Marlowe PHONE (A/C No. Ext): 1-800-554-2642 Option 1 FAX (A/C No.): 855-264-2329 E-MAIL ADDRESS: cs2@churchmutual.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Church Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG OTHER:	Y	0002165-02-858932	01/15/2016	01/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Liability Insurance for rerouting traffic on July 20, 2016 due to the church picnic at 301 Pekin Street, Lincoln, Illinois. Commercial General Liability
Additional Insured: City of Lincoln, subject to the coverage provided by the referenced policy. A220 SRAP 511

CERTIFICATE HOLDER CITY OF LINCOLN - CITY HALL 701 BROADWAY ST LINCOLN IL 62656-2837	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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REQUEST TO PERMIT

DATE: 5/23/2018

We, the undersigned of the City of Lincoln, do hereby respectfully request the Mayor and City Council to permit

Open Arms Christian Fellowship requests the use of the far East section of
the Don Shay parking lot (across from Scully Park) for a 3on3 basketball
tournament on July 28th 2018, from 6:00 a.m. until 5:00 p.m. The
other 2/3 of the lot would remain accessible. The space will be used as
a buffer to keep parked cars from being damaged and for tables for t-shirts,
registration, games, etc. or for additional courts in the event that we
need to expand the number of courts.

if the above request is for use of City property, including streets and/ or alleys, please check one of the two boxes below:

A Certificate of Insurance Liability for the event is attached.

A Certificate of Insurance Liability for the event will be provided to the City no later than July 1st 2018.

If City property is used, a Certificate of Insurance Liability is required listing the City as an additional insured. The City reserves the right to postpone review and consideration of this Request to Permit until a Certificate of Insurance Liability is provided.

Name: Open Arms Christian Fellowship

Address: 813 Woodlawn Rd. P.O. Box 713
Lincoln, Illinois 62656

Phone: (217) 732-4180 Cell: Pastor Larry Crawford
(309-830-0461)

Email: office@oacf.lincoln.com

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln
FROM: Tim Ferguson, Wastewater Treatment Manager

MEETING

DATE: May 29, 2018

RE: RFP Contract for Lift Station Alarm Replacement

Background

At each of the 10 pumps stations, there is an alarm system operating off of dedicated phone circuits. These circuits run directly to the Wastewater Plant and connect to a dialing unit. When an alarm condition is triggered, a phone call is placed and personnel respond to correct the issue. This allows for 24 hour monitoring of the stations in the field.

Analysis/Discussion

Over the last few years, the phone system the City is operating on has performed very poorly. High winds, rain storms, lightning strikes have caused numerous false alarms or have rendered the phone line useless until repairs can be made by Frontier.

I met with the Local Operations management and staff a couple years ago to address some of these concerns. A great deal of time on their end was spent trying to troubleshoot the matter and to investigate these false signals and constant failures. The lines were even tagged locally in the pedestals so that a technician would not mistakenly undo the circuit.

The issue subsided for a few months but has never gone away completely. Most recently, we had issues with the main phone line the dialer operates on. The unit was not able to call out to inform the on call operator of an issue. We check the alarms on a weekly basis and were able to place a service request to have it taken care of. The system reliability has been steadily declining over the years.

The sewer department has been looking at alternatives for over a year and feel that a cellular based system would be the most beneficial and extremely more reliable than the current setup. These systems give real time information via Cell phone App.

Financial

Money has been approved in the FY18/19 budget to complete the change. After the RFP's are reviewed, a recommendation from CMT and the Sewer Department will be brought back for Council to review.

COW Recommendation

Recommend contract with Crawford, Murphy and Tilly to develop and submit RFP regarding lift station alarms for a not to exceed cost of \$6,000.

Council Recommendation:

Approve RFP contract with Crawford, Murphy and Tilly for a not to exceed cost of \$6,000.

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made between City of Lincoln, whose address is 700 Broadway Street, Lincoln, Illinois 62656 hereinafter called the **CLIENT** and Crawford, Murphy & Tilly, Inc., Consulting Engineers, 2750 West Washington Street, Springfield, Illinois 62702, hereinafter called the **ENGINEER**.

WITNESSETH, that whereas the **CLIENT** desires the following described professional engineering, land surveying or architectural services:

Services for preparation of an RFP for installation of remote terminal units at ten (10) pump stations to utilize cellular communications to notify staff of alarm conditions at the remote pump stations. The RFP will provide necessary detail for vendor to provide and install equipment for a functional alarm system.

NOW THEREFORE, the **ENGINEER** agrees to provide the above described services and the **CLIENT** agrees to compensate the **ENGINEER** for these services in the manner checked below:

- On a time and expense basis in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost. Professional or Subconsultant services performed by another firm will be invoiced at cost plus ten percent.
- At the lump sum amount of \$_____.

IT IS MUTUALLY AGREED THAT, payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**.

IT IS FURTHER MUTUALLY AGREED:

The **ENGINEER** shall provide services as outlined below and for a cost not to exceed \$6,000 without written authorization.

1. Perform site visits to the ten (10) pump stations to gather information and confirm inputs and outputs.
2. Complete design and prepare technical documents for use in RFP.
3. Prepare draft RFP for submittal to City of Lincoln for review by Tim Ferguson.
4. Make final revisions to RFP and submit to vendors to pricing.
5. Review pricing and make recommendation following submittal of proposals.
6. Work to be completed and bids received within 60 days of contract execution.

The **CLIENT** and the **ENGINEER** each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the **CLIENT** nor the **ENGINEER** shall assign, sublet or transfer any part of his interest in this **AGREEMENT** without the written consent of the other party hereto. This **AGREEMENT**, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois. This **AGREEMENT** is subject to the General Conditions attached hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this ____ day of _____, 2018.

CLIENT:

(Client Name)

(Signature)

(Name and Title)

ENGINEER:

CRAWFORD, MURPHY & TILLY, INC.

(Signature)

Christina L. Crites, Director
(Name and Title)

CMT Job No. _____

STANDARD GENERAL CONDITIONS
Crawford, Murphy & Tilly, Inc.

1. Standard of Care

In performing its professional services hereunder, the **ENGINEER** will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the **ENGINEER'S** undertaking herein or its performance of services hereunder.

2. Reuse of Document

All documents including Drawings and Specifications prepared by **ENGINEER** pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **CLIENT'S** sole risk and without liability or legal exposure to **ENGINEER**; and **CLIENT** shall indemnify and hold harmless **ENGINEER** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

3. Termination

This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, the **ENGINEER** shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place the **ENGINEER'S** files in order and/or to protect its professional reputation.

4. Parties to the Agreement

The services to be performed by the **ENGINEER** under this Agreement are intended solely for the benefit of the **CLIENT**. Nothing contained herein shall confer any rights upon or create any duties on the part of the **ENGINEER** toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

5. Construction and Safety

The **ENGINEER** shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site, nor shall the **ENGINEER** be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

6. Payment

Payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**. If payment is to be on a lump sum basis, monthly payments will be based on the portion of total services completed during the month. Invoices, or any part thereof, which are not paid within 30 days after the date of issue shall bear interest at the rate of 1-1/2% for each month or fraction thereof from the date 30 days after issue to time of payment. **CLIENT** will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by **ENGINEER** in collecting payment, including interest, for services rendered.

7. Indemnification for Release of Pollutants

If this project does not involve pollutants, this provision will not apply. This provision may not be deleted if the project involves pollutants.

If, due to the nature of the service covered under this Agreement including the potential for damages arising out of the release of pollutants, **CLIENT** agrees that in the event of one or more suits or judgments against **ENGINEER** in favor of any person or persons, or any entity, for death or bodily injury or loss of or damage to property or for any other claimed injury or damages arising from services performed by **ENGINEER**, **CLIENT** will indemnify and hold harmless **ENGINEER** from and against liability to **CLIENT** or to any other persons or entities irrespective of Engineer's compensation and without limitation. It is understood that the total aggregate liability of **ENGINEER** arising from services performed by **ENGINEER** shall in no event exceed \$50,000 or the total compensation received under this agreement whichever is greater, no matter the number of or amount of such claims, suits, or judgments.

8. Risk Allocation – Check box if this provision does not apply.

The total liability, in the aggregate, of the **ENGINEER** and **ENGINEER'S** officers, directors, employees, agents and consultants, and any of them, to **CLIENT** and anyone claiming by, through or under **CLIENT**, for any and all injuries, claims, losses, expenses or damages arising out of the **ENGINEER'S** services, the project or this agreement, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of **ENGINEER** or **ENGINEER'S** officers, directors, employees, agents or consultants, or any of them, shall not exceed the total compensation received by **ENGINEER** under this agreement, or the total amount of \$50,000, whichever is greater.

CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
EFFECTIVE JANUARY 1, 2018

Classification	Regular Rate Per Hour	Overtime Rate Per Hour
Principal	\$ 210	\$ 210
Senior Project Engineer/Manager	\$ 205	\$ 205
Project Engineer/Manager/Architect	\$ 175	\$ 175
Senior Engineer/Architect	\$ 140	\$ 160
Senior Technical Manager	\$ 130	\$ 150
Senior Planner/GIS Specialist	\$ 120	\$ 140
Engineer/Architect	\$ 120	\$ 140
Planner/Technical Manager	\$ 85	\$ 105
Land Surveyor	\$ 140	\$ 160
Senior Technician	\$ 130	\$ 150
Technician II	\$ 105	\$ 125
Technician I	\$ 80	\$ 95
Administrative Assistant/Accountant	\$ 50	\$ 60

If the completion of services on the project assignment requires work to be performed on an overtime basis, overtime rates will apply, and the fee will be adjusted to include the additional premium costs. These rates are subject to change upon reasonable and proper notice. In any event this schedule will expire and be superseded by a new schedule on or about January 1, 2019.

To the amount charged at rates shown will be added the actual cost of blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge will be made when flow monitoring, sampling or level recording equipment, nuclear density equipment, GPS equipment, robotic total station or other similar specialized equipment are used directly on assignments.

Professional or Subconsultant services furnished to CMT by another company shall be invoiced at actual cost plus ten percent.

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln
FROM: Tim Ferguson, Wastewater Treatment Manager

MEETING

DATE: May 29, 2018

RE: Design Contract for Treatment Plant CSO Upgrade

Background

As part two the Long Term Control Plan, there are agreed to upgrades at the WWTP and the Treated CSO Facilities. This is will consist of the increasing the capacity from 33.5 million gallons per day (MGD) to 70 MGD.

Analysis/Discussion

The project was approved as part of the LTCP and is now required by the IL EPA to address the Combined Sewer Overflows at the treatment plant. The plan will be to construct a new screening structure, larger pumps, and a swirl concentrator to treat the storm flow. The existing clarifier will be converted to a holding tank and the chlorine contact tank will be rehabbed to add better baffles for mixing.

Due to the nature of this project, CMT estimates this will be a large portion of the overall sewer upgrade costs.

To move forward, the next step will be to formally design the project for review by EPA and then move to bid the job once finalized. At that time, the total project cost will be known.

Financial

The design was expected and budgeted for this fiscal year.

COW Recommendation

Recommend to approve design contract with Crawford, Murphy and Tilly for a not to exceed cost of \$1,050,000.

Council Recommendation:

Approve design contract with Crawford, Murphy and Tilly for a not to exceed cost of \$1,050,000.

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WITNESSETH, that whereas the **CLIENT** desires the following described professional engineering, land surveying or architectural services:

Services for designing a new 70MGD CSO treatment facility at the existing wastewater treatment plant. CSO treatment facilities shall be in general conformance with the previously submitted Long Term Control Plan (LTCP) and shall include a mechanical screening structure, CSO pumping station, first flush tank, primary treatment and disinfection. Equipment details will be worked out in the design development stage. Services also include design of a new laboratory building, WWTP headworks improvements, secondary clarifier updates, a new grit classifier and a new conveyor for sludge at the WWTP.

NOW THEREFORE, the **ENGINEER** agrees to provide the above described services and the **CLIENT** agrees to compensate the **ENGINEER** for these services in the manner checked below:

- On a time and expense basis in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost. Professional or Subconsultant services performed by another firm will be invoiced at cost plus ten percent.
- At the lump sum amount of \$_____.

IT IS MUTUALLY AGREED THAT, payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**.

IT IS FURTHER MUTUALLY AGREED:

The **ENGINEER** shall provide assistance to the **CLIENT** as outlined in Exhibit A, Scope of Services. The Scope of Services and associated costs are estimated at **\$1,050,000**. The **ENGINEER** shall not exceed the estimated fee without the expressed written authorization from the **CLIENT**. The **ENGINEER** shall inform the **CLIENT** on a monthly basis of the progress/status of work and the associated cost. The **ENGINEER** shall inform the **CLIENT** in writing, if the fee is reached and shall not continue work until the **CLIENT** authorizes additional fee.

The **CLIENT** and the **ENGINEER** each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the **CLIENT** nor the **ENGINEER** shall assign, sublet or transfer any part of his interest in this **AGREEMENT** without the written consent of the other party hereto. This **AGREEMENT**, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois. This **AGREEMENT** is subject to the General Conditions attached hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this ____ day of ____, 2018.

CLIENT:

CITY OF LINCOLN, ILLINOIS
(Client Name)

(Signature)

(Name and Title)

ENGINEER:

CRAWFORD, MURPHY & TILLY, INC.

(Signature)

Raed Armouti – Business Unit Director
(Name and Title)

CMT Job No. _____

STANDARD GENERAL CONDITIONS
Crawford, Murphy & Tilly, Inc.

1. Standard of Care

In performing its professional services hereunder, the **ENGINEER** will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the **ENGINEER'S** undertaking herein or its performance of services hereunder.

2. Reuse of Document

All documents including Drawings and Specifications prepared by **ENGINEER** pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **CLIENT'S** sole risk and without liability or legal exposure to **ENGINEER**; and **CLIENT** shall indemnify and hold harmless **ENGINEER** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

3. Termination

This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, the **ENGINEER** shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place the **ENGINEER'S** files in order and/or to protect its professional reputation.

4. Parties to the Agreement

The services to be performed by the **ENGINEER** under this Agreement are intended solely for the benefit of the **CLIENT**. Nothing contained herein shall confer any rights upon or create any duties on the part of the **ENGINEER** toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

5. Construction and Safety

The **ENGINEER** shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site, nor shall the **ENGINEER** be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

6. Payment

Payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**. If payment is to be on a lump sum basis, monthly payments will be based on the portion of total services completed during the month. Invoices, or any part thereof, which are not paid within 30 days after the date of issue shall bear interest at the rate of 1-1/2% for each month or fraction thereof from the date 30 days after issue to time of payment. **CLIENT** will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by **ENGINEER** in collecting payment, including interest, for services rendered.

7. Indemnification for Release of Pollutants

If this project does not involve pollutants, this provision will not apply. This provision may not be deleted if the project involves pollutants.

If, due to the nature of the service covered under this Agreement including the potential for damages arising out of the release of pollutants, **CLIENT** agrees that in the event of one or more suits or judgments against **ENGINEER** in favor of any person or persons, or any entity, for death or bodily injury or loss of or damage to property or for any other claimed injury or damages arising from services performed by **ENGINEER**, **CLIENT** will indemnify and hold harmless **ENGINEER** from and against liability to **CLIENT** or to any other persons or entities irrespective of Engineer's compensation and without limitation. It is understood that the total aggregate liability of **ENGINEER** arising from services performed by **ENGINEER** shall in no event exceed \$50,000 or the total compensation received under this agreement whichever is greater, no matter the number of or amount of such claims, suits, or judgments.

8. Risk Allocation – Check box if this provision does not apply.

The total liability, in the aggregate, of the **ENGINEER** and **ENGINEER'S** officers, directors, employees, agents and consultants, and any of them, to **CLIENT** and anyone claiming by, through or under **CLIENT**, for any and all injuries, claims, losses, expenses or damages arising out of the **ENGINEER'S** services, the project or this agreement, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of **ENGINEER** or **ENGINEER'S** officers, directors, employees, agents or consultants, or any of them, shall not exceed the total compensation received by **ENGINEER** under this agreement, or the total amount of \$50,000, whichever is greater.

CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
EFFECTIVE JANUARY 1, 2018

Classification	Regular Rate Per Hour	Overtime Rate Per Hour
Principal	\$ 210	\$ 210
Senior Project Engineer/Manager	\$ 205	\$ 205
Project Engineer/Manager/Architect	\$ 175	\$ 175
Senior Engineer/Architect	\$ 140	\$ 160
Senior Technical Manager	\$ 130	\$ 150
Senior Planner/GIS Specialist	\$ 120	\$ 140
Engineer/Architect	\$ 120	\$ 140
Planner/Technical Manager	\$ 85	\$ 105
Land Surveyor	\$ 140	\$ 160
Senior Technician	\$ 130	\$ 150
Technician II	\$ 105	\$ 125
Technician I	\$ 80	\$ 95
Administrative Assistant/Accountant	\$ 50	\$ 60

If the completion of services on the project assignment requires work to be performed on an overtime basis, overtime rates will apply, and the fee will be adjusted to include the additional premium costs. These rates are subject to change upon reasonable and proper notice. In any event this schedule will expire and be superseded by a new schedule on or about January 1, 2019.

To the amount charged at rates shown will be added the actual cost of blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge will be made when flow monitoring, sampling or level recording equipment, nuclear density equipment, GPS equipment, robotic total station or other similar specialized equipment are used directly on assignments.

Professional or Subconsultant services furnished to CMT by another company shall be invoiced at actual cost plus ten percent.

EXHIBIT A
SCOPE OF SERVICES

CSO TREATMENT FACILITY DESIGN AND ADDITIONAL WWTP IMPROVEMENTS

Deliverables for this project include construction documents suitable for bidding and construction. An engineer's opinion of probable construction cost is also included.

The **ENGINEER** will prepare the aforementioned deliverables as follows:

- Preliminary design; prepare calculations using the basis of design in the approved Facility Plan to select and size equipment.
- Final design; construction documents suitable for bidding and construction
- Bidding phase

The following are key items in producing the construction documents described above:

- Prepare a quality assurance plan (QAP) that includes the following:
 - a. Project work plan
 - b. Kick-off meeting, both internal and external
 - c. Monitor project schedule and effort
 - d. Provide for quality assurance activities and quality control of deliverables
 - e. Document project development reviews
 - f. Assess **CLIENT** satisfaction with services
- Construction plans and specifications reflective of the IEPA SRF loan and **CLIENT** requirements for the following projects:
 - a. CSO treatment facility
 - b. New laboratory building
 - c. WWTP headworks improvements
 - d. WWTP secondary clarifier updates
 - e. New grit classifier
 - f. New conveyor for sludge
- Technical plans and specifications shall include the following
 - a. Civil / Site Plans
 - i. Perform topographic and boundary field surveys of the site
 - ii. Prepare an overall site plan and obtain concurrence from the **CLIENT**
 - iii. Obtain necessary permits, storm water, 404, etc.
 - b. Process Mechanical Plans
 - i. Decide on specific types of equipment for the basis of design with approval from the **CLIENT**
 - c. Structural Plans
 - i. Obtain soil borings from a qualified geotechnical engineer that will provide allowable soil bearing pressures at key locations on the site and provide recommendations for dewatering.
 - d. Electrical Plans
 - e. Architectural Plans
- Assist with obtaining the necessary permits; Notice of Intent (NOI) for stormwater, 404, construction, etc.
- Attend monthly coordination meetings
- Submit 60% and 90% construction documents to City and obtain feedback.

- Respond to inquiries during the bidding phase.

The **CLIENT** will:

- Provide review comments in a timely manner for both the 60% and 90% construction document submittals.

EXHIBIT B

SRF Loan Related Contract Provisions

STATE REVOLVING FUND LOAN RELATED CONTRACT PROVISIONS

1. **Disadvantaged Business Firms:** The ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the WPC Loan Program rules. As required by the award conditions USEPA's Assistance Agreement with Illinois EPA, the ENGINEER acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.
2. **USEPA Nondiscrimination Clause:** The ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The ENGINEER shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.
3. **Records and Audits:** The ENGINEER shall be responsible for the following provisions:
 - a. Books, records, documents and other evidence directly pertinent to performance of the WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
 - b. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
 - c. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the ENGINEER an opportunity for an audit exist conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.
 - d. Records shall be maintained and made available during performance of the project services under this agreement and for three years after the final loan closing. In addition, those records that related to any dispute pursuant to the Loan Rules Section 692.650/365.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.
4. **Covenant Against Contingent Fees:** The professional services contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability

or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5. Disbarment Under Federal Executive Order 12549 – See attached Form EPA 5700-49.
6. Schedule for Performance and Completion of Work – Professional Services shall commence upon written authorization by the City of Lincoln, Illinois, to proceed with the design phase, in accordance with the Agreement for Professional Services. Professional Services shall be complete upon fulfillment of the scope of services contained in the Agreement for Professional Services.

RESOLUTION

THIS RESOLUTION is made and adopted by the CITY COUNCIL OF THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, at a regular meeting held in the City Council Chambers in said City on the ____ day of _____ 2018,

WITNESSETH:

WHEREAS, the CITY COUNCIL OF THE CITY OF LINCOLN, ILLINOIS previously designated LESTER PLOTNER, former City Treasurer, as the designated signer for the CITY OF LINCOLN FIREFIGHTER'S PENSION BOARD matters; and,

WHEREAS, LESTER PLOTNER has since retired as the City Treasurer for the CITY OF LINCOLN, ILLINOIS; and,

WHEREAS, CHARLES N. CONZO is now the City Treasurer for the CITY OF LINCOLN, ILLINOIS; and,

WHEREAS, the CITY COUNCIL OF THE CITY OF LINCOLN, ILLINOIS believes it is in the best interest of the City and the Citizens of the City that the City Treasurer, CHARLES N. CONZO, should have signing authority for CITY OF LINCOLN FIREFIGHTER'S PENSION BOARD matters; and,

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

1. That the recitals outlined above are incorporated herein as if appearing herein verbatim.

2. That City Treasurer, CHARLES N. CONZON should have signing authority for CITY OF LINCOLN FIREFIGHTER'S PENSION BOARD matters from

and after the passage of this Resolution.

3. That this Resolution is effective immediately upon passage of the same.

DATED: _____, 2018.

CITY OF LINCOLN, LOGAN COUNTY,
ILLINOIS,

Seth Goodman
Its Mayor

RESOLUTION

THIS RESOLUTION is made and adopted by the CITY COUNCIL OF THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, at a regular meeting held in the City Council Chambers in said City on the ____ day of _____ 2018,
WITNESSETH:

WHEREAS, the CITY OF LINCOLN, ILLINOIS, passed, on May 7, 2018, a Motion agreeing to accept fitness equipment making up a fitness park from ABRAHAM LINCOLN HEALTHCARE FOUNDATION; and,

WHEREAS, the ABRAHAM LINCOLN HEALTHCARE FOUNDATION will install said fitness court on real estate owned by the CITY OF LINCOLN, ILLINOIS more particularly described as follows:

Lots 1 through 16 in Block 3, the vacated alley right-of-way in Block 3, and Lots 7, 8, and a portion of Lot 6 in Block 2 of E. Wright's Addition to the City of Lincoln, Logan County, Illinois, and more particularly described as follows:

Beginning at the Southwest corner of Lot 9 in Block 3 of E. Wright's Addition; thence North 01 degree 08 minutes 14 seconds West along the East right-of-way line of Pine Street, a distance of 418.18' to a point on the South right-of-way line of Eighth Street; thence South 89 degrees 53 minutes 57 seconds East along the South right-of-way line of 8th Street, 473.85 feet; thence South 01 degree 25 minutes 23 seconds East, 205.34 feet to a point on the South line of Lot 6 in Block 2; thence South 88 degrees 40 minutes 48 seconds West along the South line of Lots 6, 7, and 8 in Block 2 and the South line of a vacated portion of Walnut Street, 154.91 feet to the Southeast corner of Lot 1 in Block 3; thence South 01 degree 08 minutes 21 seconds East along the West right-of-way of Walnut Street, 201.08 feet to the Southeast corner of Lot 16; thence South 88 degrees 40 minutes 35 seconds West along the North right-of-way line of Seventh Street, 319.86 feet to the Point of Beginning, containing 3.776 acres, more or less.

Permanent Index No. 12-323-002-00;

and,

WHEREAS, for police enforcement and patrol purposes, the CITY COUNCIL OF THE CITY OF LINCOLN, ILLINOIS believes it is in the best interest of the City and the Citizens of the City to declare the above described real estate as a City Park and administer the same according to the rules and regulations within the City Code of the CITY OF LINCOLN, ILLINOIS with respect to parks; and,

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

1. That the recitals outlined above are incorporated herein as if appearing herein verbatim.

2. That the above described real estate is hereby declared to be a City park within the CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS and shall be governed accordingly pursuant to the City Code of the CITY OF LINCOLN, ILLINOIS.

3. That the Street Superintendent is directed to post signage, including the operating hours of the park, and any other pertinent information with respect to the park that might assist with police enforcement and patrol of the same.

4. That this Resolution is effective immediately upon passage of the same.

DATED: _____, 2018.

CITY OF LINCOLN, LOGAN COUNTY,
ILLINOIS,

Seth Goodman
Its Mayor