

CITY OF LINCOLN
REGULAR COMMITTEE OF THE WHOLE MEETING
AGENDA
FEBRUARY 13, 2019
CITY HALL COUNCIL CHAMBERS
7:00 PM

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Public Participation**
4. **Angela Stoltzenburg – Land Use Authorization, North Portion of the ALMH wellness Trail adjoining Hickox Drive, Lincoln, IL**
5. **Request to Permit: Andrea Dykman of Lincoln Printers to permit Lincoln/Logan Route 66 Garage Sales Days. Friday June 7, 2019 through Sunday June 9, 2019**
6. **Midwest High Speed Rail Association – In supporting Illinois Fast Track Initiative**
7. **Farnsworth Group Agreement - Provide professional Services in connection with “Jefferson Street Bridge Replacement Temporary Construction Easements”**
8. **Farnsworth Group Agreement – Provide professional services in connection with agreement hereinafter referred to as “Jefferson Street Bridge Replacement “Project”**
9. **Proposal for City of Lincoln Labor Attorney- Chris Walters, Walters Law Office. Richard Stewart Jr., Hesse Martone Attorneys & Counselors**
10. **Amending changes to Liquor Regulations Ordinance No. 2019-892**
11. **Announcements: Z Living HD will be removed from the Comcast Channel line-up effective February 2019**
12. **Possible Executive Session**
13. **Adjournment**
14. **Upcoming Meetings:**
 - City Council: Tuesday, February 19, 2019 at 7:00pm
 - Committee of the Whole: Tuesday, February 26, 2019 at 7:00pm

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LAND USE AUTHORIZATION

The City of Lincoln the ("City"), authorizes The Abraham Lincoln Memorial Hospital, an affiliate of Memorial Health System ("User") to use that portion of the land owned by the City which is identified in this Use Authorization, at the location designated in this Use Authorization, under the following terms and conditions:

LOCATION: North Portion of the ALMH Wellness Trail adjoining Hickox Drive, Lincoln, IL

USE: Wellness Trail

TIME OF USE: The User and the Community it serves may use the Location on the following days at these specified times: Unlimited.

TERM: This Use Authorization shall commence upon the date of last signature below and shall continue in full effect until unless terminated. This Use Authorization may be terminated at any time and for any or no reason by either Party upon thirty (30) days written notice to the other Party.

USE RESTRICTIONS: The User's use of the Location is subject to the following restrictions:

- (i) the User shall assume the responsibility for maintenance of the portion of the Location User is using;
- (ii) the User, prior to using the Location, will furnish the City with evidence that the activities of the User are insured under a comprehensive public liability policy insuring against any injury or property damage claims arising as a consequence of the User's use of the Location; and
- (iii) the User, by signing this Use Authorization, agrees to indemnify and hold harmless the City as to any liabilities, losses, or claims arising from User's use of the Location, including, but not limited to, those liabilities, losses, or claims arising from injuries to persons or damage to property.

Dated: January 21, 2019.

CITY:

CITY OF LINCOLN

By: _____
Name: _____
Title: _____
Telephone Number: (217) ____ - ____

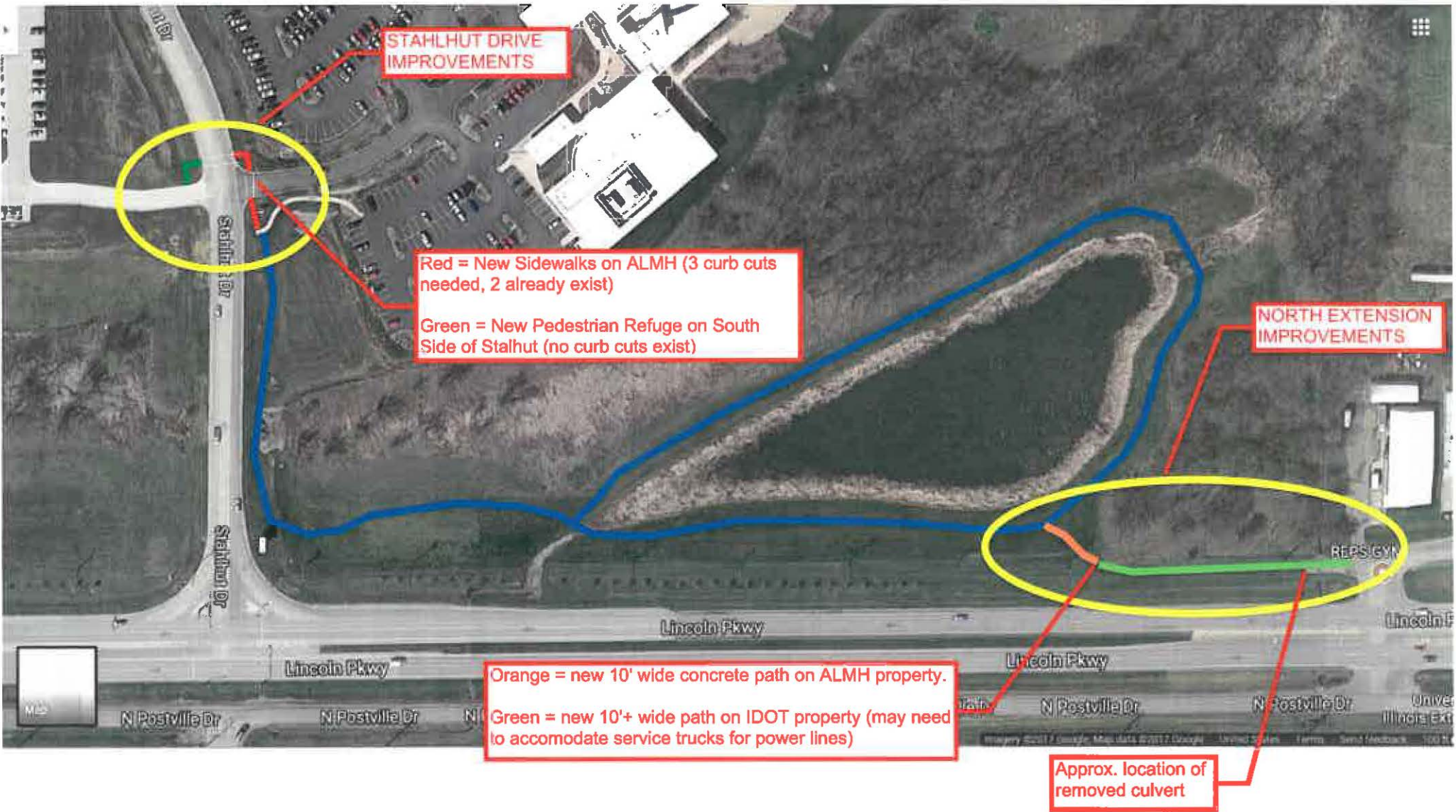
User:

THE ABRAHAM LINCOLN
MEMORIAL HOSPITAL

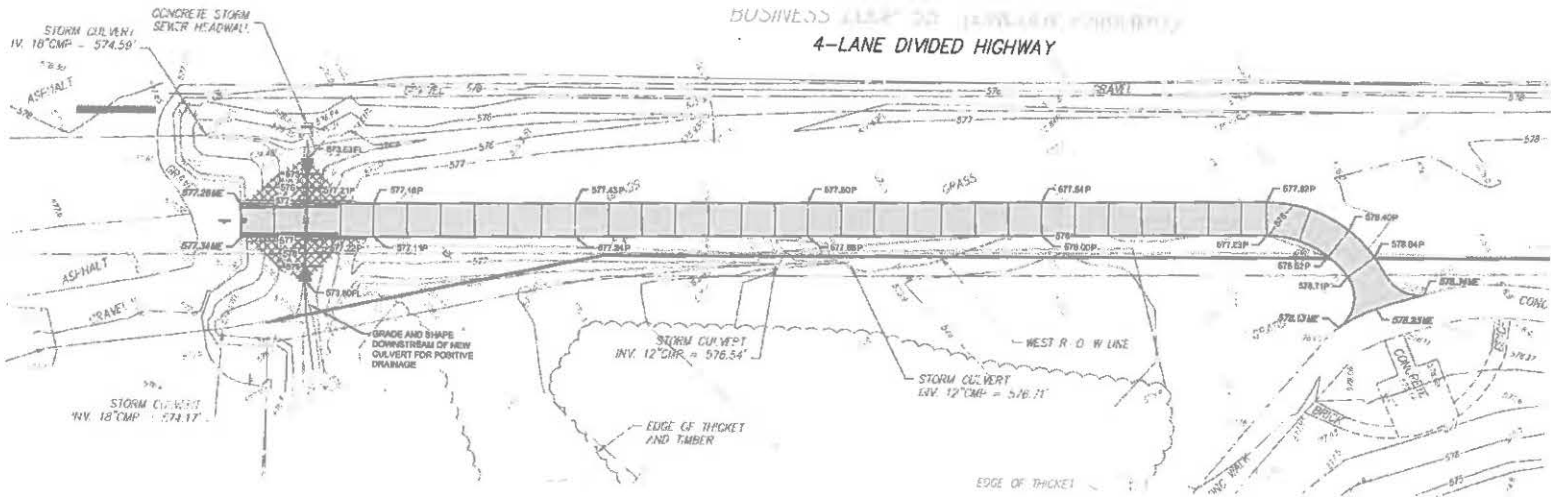
By: Dolan C. Dalpoas
Name: Dolan C. Dalpoas
Title: President and CEO

Address: 200 Stahlhut Drive
Lincoln, IL 62656

Telephone Number: (217) 605-5002



BUSINESS 1124 RD (S.W. 1124th St) PROJECT
4-LANE DIVIDED HIGHWAY



REQUEST TO PERMIT

DATE: Feb. 5, 2019

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

Rt. 66 Garage Sale days

June 7, 8, 9 2019

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 _____.

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: Andrea Dykman (Lincoln Printers)

Address: ~~000~~ 711 Broadway St.

Phone: (217) 732-3121 Cell: 735-0294

Email: Dykmanandrea@yahoo.com



**Midwest
High Speed Rail
Association**

REC'D
02/06/2019
EOK

CITY CLERK
LINCOLN, ILLINOIS

FEB 06 2019

RECEIVED

February 4, 2019

Elizabeth Kavelman
City Administrator
City of Lincoln, IL
700 Broadway St
Lincoln, IL 62656

Dear Ms. Kavelman,

Would you send a letter to Governor Pritzker supporting the Illinois Fast Track Initiative?

A bold and ambitious program to modernize, expand and link our existing Amtrak, Metra and local transit systems into a coordinated transportation network would set us apart from surrounding states. This statewide master plan would show how each rail and bus project becomes stronger as a part of the whole. Then, it becomes easier to justify the funding.

We call this program the Illinois Fast Track Initiative. The next capital bill needs to include funding for the Illinois Fast Track Initiative and a directive to IDOT to create it.

A sample letter to Governor Pritzker is included below for your review. Please customize it to include why trains are important to your community and what service you would like to see. Can you then send us a copy so that we can post it on our website?

More information is available at MidwestHSR.org/Illinois-Fast-Track-Initiative. Please call my office at 773-334-6758 to discuss how this plan would impact Lincoln.

Sincerely,

Rick Harnish
Executive Director
o: 773-334-6758
c: 312-339-0116

P.S. We'd be happy to send over a Word version of the sample letter for your convenience. Please email Kendra@MidwestHSR.org to request one.

Dear Governor Pritzker and members of the Illinois General Assembly,

Please create and fund the Illinois Fast Track Initiative, a statewide program to expand and modernize Amtrak, Metra and local transit.

Illinois is a great place to live and do business, but highway congestion—and the long drive times between our towns and cities—are stalling our growth and polluting our air.

To attract dynamic businesses and keep young graduates and families here, Illinois needs a transportation system that meets the economic and environmental challenges of the 21st century.

We need fast, affordable, and state-of-the-art ways to get around—not a system stuck in the past.

Getting there begins with a statewide plan to modernize commuter trains, transit and bus systems, and Amtrak—and integrate them into a statewide transportation network, with a 220-mph high-speed trunk line that ties the system together.

A statewide plan is crucial. It will give planning agencies and stakeholders at every level a tool to think about how each piece of the network fits into the big picture. And it will allow them to collaborate on segments that have a transformative impact.

The plan should include:

- Fast, frequent and reliable trains linking cities throughout the state to Chicago, Springfield and St. Louis, with the first arrival timed for a 9 a.m. business meeting
- Modernized Metra service
- Fast, easy access to O'Hare, the Midwest's gateway to the world
- Expanded transit systems throughout the state
- Better bus links to smaller communities

When the individual parts are well-designed, they work in harmony, and they're valued more because they're used more.

For too long, our strategy has been to only build new roads and more lanes. We've seen the result.

It's time for a fresh approach.

It's time for the Illinois Fast Track Initiative—and a revitalized Illinois!

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Walt Landers, Street Superintendent

MEETING

DATE: February 8, 2019

RE: Jefferson Street Bridge Temporary Easement & Construction Engineering Agreements

Background

Jefferson Street Bridge is scheduled for replacement in the 2019 construction season. Its condition has deteriorated over the years to the point that it has posted reduced load limit of 22 tons. The condition of the bridge also has been considered regarding our liability insurance.

Farnsworth Group has submitted Professional Services Agreements for both the Temporary Construction Easements and Bidding and Construction Engineering services.

Analysis/Discussion

Temporary Construction Easements have to be secured before construction begins. Temporary Easement Documents shall be provided by Farnsworth Group to the City. The City will negotiate with three individual property owners to secure easements and upon submittal of the signed agreements to Farnsworth Group they shall record the documents as necessary with Logan County. The estimated total Hourly Charges for Farnsworth Group's services and expenses on the project is \$5,000.

Bidding and Construction Engineering services for this project provided by Farnsworth Group are as follows. Estimated total hourly charges, services and expenses is \$29,700.00.

Fiscal Impact

\$5000.00 for Temporary Construction Easements.

\$29,700.00 for Biding and Construction Engineering.

COW Recommendation

Approve agreements and place on the agenda of the February 19, 2019, City Council Meeting.

Council Recommendation:

Approve both Professional Services Agreements with Farnsworth Group.



SN: 054-8012	District: 6	Spans: 1	Appr. Spans: 0	Skew: 15	ADT: 1050	Truck Pct: 6
ADT Un:	Maint. Co: LOGAN	Twsp: WEST LINCOLN	Status: OPEN - LOAD POSTED			
Facility Carried: JEFFERSON ST	Feature Crossed: BRAINARDS BRANCH					
Location 0.5 MI N IL RT 10	Municipality: LINCOLN	Team/Sub: /	Insp/Rte:			
Bridge Name:	Material & Type: PRESTRESS CONCRETE/BOX BEAM OR GIRDER-MULTI					
Insp. Intervals Routine: 24	Fracture Critical: 0	Underwater: 0	Special: N/A	Element Level: 24		
90 - Inspection Date: 11/15/17	90C - Temp. (°F): 52	90B1 - In-Depth: <input checked="" type="checkbox"/>				
Is Delinquent: <input type="checkbox"/>	Reason:					
90A - Agency Program Manager: BRET AUKAMP	90A3 - Consultant Program Manager:					
90A1 - Team Leader: TOM HAMMEL	90A2 - Inspector: DICK BOBLITT					

90B - Inspection Remarks:

Previous Inspection: 2015 - No Remarks.

Resources

Time to Inspect (H:M): 0:0 *D:30* Traffic Control: Boat: Waders: Snooper:

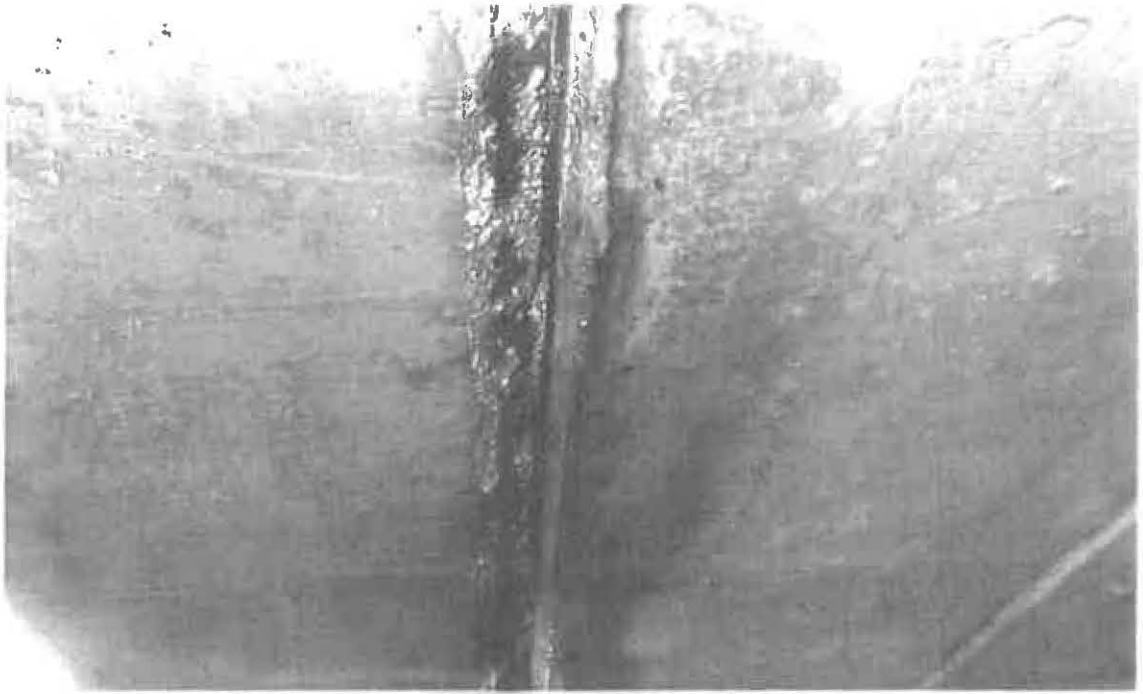
Ladder: Manlift: Bucket Truck: Other:

Inspector's Appraisals

	Prev	New	Comments
58 - Deck Condition:	4	4	CRACKS DELAMINATIONS & SPALLS ON BOTTOM EDGES OF BEAMS WITH STRANDS EXPOSED
59 - Superstructure Cond:	4	4	CRACKS, DELAMINATIONS, & SPALLS ON BOTTOM EDGES OF BEAMS WITH STRANDS EXPOSED
60 - Substructure Cond:	3	3	1 BAD PILE AT N. ABUTMENT WITH ± 50% LOSS BASED ON PILE DIAGRAM DONE BY BRIDGE OFFICE
62 - Culvert Condition:	N	N	
61 - Channel Condition:	5	5	SCOUR AT BOTH ABUTMENTS WITH CAPS UNDERMINED & TIMBER PILES EXPOSED
71 - Waterway Adequacy:	8	8	
72 - Approach Rdw Align:	8	8	
111 - Pier Navig Protection:	N	N	

90B - Inspector Remarks:

ITEMS 60 A/B SHOULD BE 2N



6012

11.15.2017

6012 - Jefferson St.



AGREEMENT FOR PROFESSIONAL SERVICES HOURLY CHARGES

This Agreement is effective this _____ day of February in the year 2019, between Farnsworth Group, Inc., hereinafter referred to as FARNSWORTH GROUP, of Peoria, IL, and the City of Lincoln, IL, hereinafter referred to as CLIENT, of Lincoln, IL.

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

By this Agreement:

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

Prepare up to three (3) Temporary Construction Easement Documents in accordance with Final project plan documents and submitting to CLIENT. CLIENT will negotiate with individual property owners and upon submittal of the signed agreements from CLIENT to FARNSWORTH GROUP, FARNSWORTH GROUP shall record the documents as necessary with Logan County.

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

Temporary Easement Documents shall be provided by FARNSWORTH GROUP to the CLIENT fourteen (14) days after notice to proceed and acceptance of final plan documents and shall record signed easement documents fourteen (14) days upon receipt from CLIENT.

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

The estimated total Hourly Charges for FARNSWORTH GROUP's services and expenses on the PROJECT is \$5,000.

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

The attached General Conditions are incorporated into and made a part of this Agreement.

CLIENT and FARNSWORTH GROUP hereby agree to and accept the terms and conditions stated above, including those stated in the attached General Conditions.

Farnsworth Group, Inc.
FARNSWORTH GROUP

CLIENT

Signature

Signature

Joe Adams, P.E.
Typed Name

Typed Name

Engineering Manager
Title

Title

Date

Date

Witness Signature (if required)

Witness Signature (if required)

Typed Name

Typed Name

Title

Title

Date

Date

Principal Contact Typed Name

Principal Contact Typed Name

Contact Information (e-mail, phone, etc.)

Contact Information (e-mail, phone, etc.)

Date: 1/28/19
Client: City of Lincoln
Project: Jefferson Street Bridge Replacement Temporary Construction Easements

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

Entire Agreement: These General Conditions and the signed document to which they are attached constitute the entire Agreement between Client and Farnsworth Group, and are referred to hereinafter collectively as the "Agreement". The Agreement supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of the Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of the Agreement, including any Section Headings or Captions.

Precedence: The Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding Farnsworth Group's services.

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

Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of Project. Client shall compensate Farnsworth Group for any sales or value added taxes which apply to the services rendered under the Agreement or any amendment thereto. Client shall reimburse Farnsworth Group for the amount of such taxes, if any, in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by Client unless agreed to in writing by Farnsworth Group. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Amounts outstanding more than thirty (30) days will accrue interest at the rate of 1.5% per month (compounded), or if lower, the maximum rate permitted by applicable law. Should a past due amount exceed sixty (60) days, Farnsworth Group shall have the right to suspend all Services, without liability of any kind to Client, until full payment is received. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by Client to Farnsworth Group per Farnsworth Group's then current Schedule of Charges.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with the Agreement, and said party shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using information (i) when the

information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when the information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) is required by law or court order to be disclosed.

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

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

Force Majeure: Obligations of either party under the Agreement, other than payment obligations, shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

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

Assignment: Client shall not transfer or assign any rights under or interest in the Agreement, without the written consent of Farnsworth Group.

Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for the Project or following completion of the Project, Client and Farnsworth Group agree that all disputes shall first be negotiated between senior officers of Client and Farnsworth Group for up to thirty (30) days before being submitted to mediation. In the event negotiation and mediation are not successful, either Client or Farnsworth Group may seek a resolution in any state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

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

Suspension: Client or Farnsworth Group may suspend all or a portion of the work under the Agreement by notifying the other party in writing if unforeseen circumstances beyond control of Client or Farnsworth Group make normal progress of the work impossible. Farnsworth Group may suspend work in the event Client does not pay invoices when due, and Farnsworth Group shall have no liability whatsoever to Client, and Client agrees to make no claim for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds ninety (90) days, Farnsworth Group shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

Termination: If either party defaults in performing any of the terms or provisions of the Agreement, and continues in default for a period of fifteen (15) days after written notice thereof, the party not in default shall have the right to immediately terminate the Agreement. The non-defaulting party shall be entitled to all remedies under Illinois law at the time of breach, including, without limitation, the right to recover as an element of its damages, reasonable attorney's fees and court costs.

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

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

Reuse of Documents: All documents including reports, drawings, specifications, and electronic media prepared by Farnsworth Group and/or any subconsultant pursuant to the Agreement are instruments of its services for use solely with respect to this Project. Farnsworth Group and/or any subconsultant shall be deemed the authors and owners of their respective instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. 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 specific written verification or adaptation by Farnsworth Group will be at Client's sole risk, and without liability to Farnsworth Group, and Client shall indemnify and hold harmless Farnsworth Group or any subconsultant from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Farnsworth Group to further compensation at rates to be agreed upon by Client and Farnsworth Group.

Subcontracting: Farnsworth Group shall have the right to subcontract any part of the services and duties hereunder without the consent of Client.

Third Party Beneficiaries: Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Farnsworth Group, except as expressly provided herein. Farnsworth Group's services under the Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Farnsworth Group because of the Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document prepared hereunder. Neither Farnsworth Group nor Client shall have any obligation to indemnify each other from third party claims, except as expressly provided herein. Client and Farnsworth Group agree to require a similar provision in all contracts with construction contractors and subconsultants,

vendors, and other entities involved in the Project to carry out the intent of this provision.

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

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

Additional Limitation: In recognition of the relative risks and benefits of the Project to both Client and Farnsworth Group, the risks have been allocated such that Client agrees that for the compensation herein provided, Farnsworth Group cannot expose itself to damages disproportionate to the nature and scope of Farnsworth Group's services or the compensation payable to it hereunder. Therefore, to the maximum extent permitted by law, Client agrees that the liability of Farnsworth Group to Client for any and all causes of action, including, without limitation, contribution, asserted by Client and arising out of or related to the negligent acts, errors or omissions of Farnsworth Group in performing professional services shall be limited to fifty thousand dollars (\$50,000) or the total fees paid to Farnsworth Group by Client under the Agreement, whichever is greater ("Limitation"). Client hereby waives and releases (i) all present and future claims against Farnsworth Group, other than those described in the previous sentence, and (ii) any liability of Farnsworth Group in excess of the Limitation. In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client acknowledges and agrees that (i) but for the Limitation, Farnsworth Group would not have performed the services, (ii) Client has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may be less than the amount of professional liability insurance required of Farnsworth Group under the Agreement, (iv) the Limitation is merely a limitation of, and not an exculpation from, Farnsworth Group's liability and does not in any way obligate Client to defend, indemnify or hold harmless Farnsworth Group, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to Farnsworth Group performing the services in accordance with the Standard of Care.

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

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

Right of Entry: Client shall provide for Farnsworth Group's and/or any subconsultant's right to enter property owned by Client and/or others in order for Farnsworth Group and/or any subconsultant to fulfill the scope of services for this Project. Client understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of the Agreement unless explicitly so provided.

Recognition of Risk: Client acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at Client's site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. Farnsworth Group's and/or any subconsultant's application of its present judgment will be subject to factors outlined in (1) and (2) above. Client waives any claim against Farnsworth Group and/or any subconsultant, and agrees to indemnify and hold Farnsworth Group and/or any subconsultant harmless from any claim or liability for injury or loss which may arise as a result of alleged contamination caused by any site exploration. Client further agrees to compensate Farnsworth Group and/or any subconsultant for any time spent or expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy.

Authority and Responsibility: Client agrees that Farnsworth Group and any subconsultant shall not guarantee the work of any construction contractor or construction subconsultant, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

Electronic Files Transfer.

- (a) Farnsworth Group may prepare electronic files which contain machine-readable information or certain information for a project ("Project Files"). Client may request Project Files to facilitate Client's understanding of the project. The Parties recognize that the Project Files are subject to alteration, either intentionally or unintentionally, due to, among other causes, transmission, conversion, media degradation, software error or human error. The Parties further understand that the transfer of Project Files from the system and format used by Farnsworth Group to an alternate system or format cannot be accomplished without the introduction of anomalies and/or errors.
- (b) Upon request, during the active term of the project Farnsworth Group will supply Project Files to Client upon the express terms and conditions set forth herein:
 - (i) The Project Files may not be used for any purpose not related specifically to the Client's project. Use of these files for development of other projects; additions to the project, or duplication of the project at any location is expressly prohibited.
 - (ii) The Project Files are provided for information purposes only and are not intended as an end product. The Project Files may be a work in process, and Farnsworth Group is under no obligation to provide Client with any updated version(s) of the Project Files.
 - (iii) Client acknowledges and understands that the Project Files may not reflect all data contained in the contract documents, addenda, or other pertinent contract-related documents. Client acknowledges and understands that the Project Files may contain data which is not included in the contract documents.

- (iv) Client shall indemnify Farnsworth Group for client's use of the Project Files.
- (c) **BIM Digital Files.** With regard to the transfer of Building Information Model (BIM) digital files, both Parties agree as follows:
 - (i) Farnsworth Group will provide only those BIM files created for Client's project. There is no representation the BIM files are comprehensive or comprise a complete model of the building.
 - (ii) The level of development of the model will be defined consistent with AIA Document E202-2008, as agreed by the parties. After reviewing and verifying the accuracy of the information contained within Farnsworth Group's BIM files, Client is authorized to develop its own model to a higher level of development for its own uses, but, in doing so, expressly agrees to assume all risks associated therewith and indemnify Farnsworth Group.

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

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

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

Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to the Agreement shall survive such completion or termination and remain in full force and without limitation.

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

Utilities: If Client is responsible to provide information on the location of underground utility lines for use on the Project, as defined in the scope of services, then Farnsworth Group is entitled to exclusively rely on the accuracy and completeness of that information and shall provide prompt written notice to Client if Farnsworth Group becomes aware of any errors, omissions or inconsistencies in such information. Client is responsible for disclosing and providing information on the existence and location of subterranean structures on the Project. Client agrees to waive any claim against Farnsworth Group and/or any subconsultant, and to indemnify and hold harmless from any claim or liability for injury or loss arising from Farnsworth Group and/or any subconsultant or other persons encountering utilities or other man-made objects that were not called to Farnsworth Group's attention or which were not properly located on documents furnished to Farnsworth Group. Client further agrees to compensate Farnsworth Group and/or any subconsultant for any time spent or expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy.

Topographic Surveys/Utilities: If Farnsworth Group is performing the topographic surveys for the Project and the defined scope of service includes Farnsworth Group's efforts to obtain and show information on the location of underground utility lines on the Project, then any such identification and location of underground utilities by Farnsworth Group are strictly limited to public utilities. Client understands that information regarding underground utilities obtained from public agencies and utility owners are not guaranteed to be accurate or reliable. Additionally, the information obtained from the use of underground utility locators or locating technology may not be completely accurate or reliable. Farnsworth Group will use reasonable effort to understand the underground utilities on the Project using the level of service identified in the scope of services, however,

Client agrees that Farnsworth Group is not responsible for and has no liability for any such underground utilities that are not locatable and are not shown on available utility agency or municipality mapping, including private utilities, service lines (lines connecting on-site facilities to the public utilities), and other private utilities interconnecting on-site facilities. Client agrees to waive any claim against Farnsworth Group and/or any subconsultant, and to indemnify and hold harmless from any claim or liability for injury or loss arising from Farnsworth Group and/or any subconsultant for utilities that are not locatable, not shown on available utility agency or municipal mapping, and private utilities and service lines that were not made known to Farnsworth Group. Client further agrees to compensate Farnsworth Group and/or any subconsultant for any time spent or expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy.

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

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalies, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. Client and Farnsworth Group and/or any subconsultant agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. Client and Farnsworth Group and/or any subconsultant also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for Farnsworth Group and/or any subconsultant to take immediate measures to protect human health and safety, and/or the environment. Farnsworth Group and/or any subconsultant agree to notify Client as soon as possible if unanticipated known or suspected hazardous substances or pollutants are encountered. Client encourages Farnsworth Group and/or any subconsultant to take any and all measures that in Farnsworth Group's and/or any subconsultant's professional opinion are justified to preserve and protect the health and safety of Farnsworth Group's and/or any subconsultant's personnel and the public, and/or the environment, and Client agrees to compensate Farnsworth Group and/or any subconsultant for the additional cost of such measures. In addition, Client waives any claim against Farnsworth Group and/or any subconsultant, and agrees to indemnify and hold Farnsworth Group and/or any subconsultant harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. Client also agrees to compensate Farnsworth Group and/or any subconsultant for any time spent and expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, with such compensation to be based upon Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy. Further, Client recognizes that Farnsworth Group and/or any subconsultant has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will Farnsworth Group and/or any subconsultant act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

Job Site: Client agrees that services performed by Farnsworth Group and/or any subconsultant during construction will be limited to providing observation of the progress of the work and to address questions by Client's representative concerning conformance with the Contract Documents. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the construction contractor's or construction subconsultant's performance. Farnsworth Group and/or any subconsultant will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs. Farnsworth Group and/or any subconsultant will not be responsible for construction contractor's or construction subconsultant's obligation to carry out the work according to the Contract Documents. Farnsworth Group and/or any subconsultant will not be considered an agent of Client and will not have authority to direct construction contractor's or construction subconsultant's work or to stop work.

Shop Drawing Review: Client agrees that Farnsworth Group and/or any subconsultant shall review shop drawings and/or submittals solely for their

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

LEED Certification and Energy Models: Client agrees that Farnsworth Group and/or any subconsultant do not guarantee the LEED certification of any facility for which Farnsworth Group and/or any subconsultant provides commissioning, LEED consulting or energy modeling services. The techniques and specific requirements for energy models used to meet LEED criteria have limitations that result in energy usage predictions that may differ from actual energy usage. Farnsworth Group and/or any subconsultant will endeavor to model energy usage very closely to actual usage, but Client agrees that Farnsworth Group and/or any subconsultant will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. LEED certification and the number of LEED points awarded for energy efficiency are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Environmental Site Assessments: No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental Conditions in connection with a Subject Property. Performance of an Environmental Site Assessment is intended to reduce, but not eliminate, uncertainty regarding potential for Recognized Environmental Conditions in connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will be obtained and reviewed from outside sources, potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group is not be responsible for the quality, accuracy, and content of information from these sources. Any non-scope items provided in the Phase I Environmental Site Assessment Report are provided at the discretion of the environmental professional for the benefit of Client. Inclusion of any non-scope finding(s) does not imply a review of any other non-scope items with the Environmental Site Assessment investigation or report. The Environmental Site Assessment report is prepared for the sole and exclusive use of Client. Farnsworth Group does not intend, without its written consent, for the Phase I Environmental Site Assessment Report to be disseminated to anyone beside Client, or to be used or relied upon by anyone beside Client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.



Schedule of Charges - January 1, 2019

Engineering/Surveying Professional Staff	Per Hour
Administrative Support.....	\$ 70.00
Engineering Intern I/Cx Specialist I	\$ 112.00
Engineering Intern II/Cx Specialist II	\$ 123.00
Engineer/Land Surveyor/Senior Cx Specialist	\$ 135.00
Senior Engineer/Senior Land Surveyor/Cx Project Manager	\$ 141.00
Project Engineer/Project Land Surveyor/Senior Cx Project Manager	\$ 155.00
Senior Project Engineer/Senior Project Land Surveyor/Cx Manager.....	\$ 172.00
Engineering Manager/Land Surveying Manager/Senior Cx Manager.....	\$ 194.00
Senior Engineering Manager/Senior Land Surveying Manager/Senior Cx Director	\$ 204.00
Principal/Vice President.....	\$ 212.00
 Technical Staff	
Technician I	\$ 73.00
Technician II	\$ 98.00
Senior Technician	\$ 109.00
Chief Technician	\$ 126.00
Designer/Computer Specialist/Lead Technician	\$ 136.00
Senior Designer	\$ 141.00
Project Designer/Project Technician	\$ 150.00
Senior Project Designer/Systems Integration Manager	\$ 169.00
Design Manager/Government Affairs Manager	\$ 181.00
Technical Manager	\$ 192.00
Senior Technical Manager.....	\$ 205.00
 Architecture/Landscape Architecture/Interior Design Professional Staff	
Designer I	\$ 101.00
Senior Interior Designer/Designer II	\$ 112.00
Architect/Designer III/Project Coordinator	\$ 128.00
Senior Architect/Senior Project Coordinator.....	\$ 135.00
Project Architect/Project Manager	\$ 148.00
Senior Project Architect/Senior Project Manager	\$ 162.00
Architectural Manager.....	\$ 173.00
Senior Architectural Manager	\$ 182.00
Principal – Architecture.....	\$ 206.00
 Units	
Overtime, If Required by Client – Non-Exempt Employees Only	1.25xbilling rate
Expert Testimony.....	2xbilling rate
Per diem	\$55.00/day
ATV & Trailer	\$11.00/hr
Field Vehicle	\$14.00/hr
Automobile mileage	\$0.61/mile
Software/CAD/Revit Station	\$15.00/hr
Hand Held GPS	\$11.00/hr
GPS Unit (each).....	\$22.00/hr
Utility Locator/Robotic Total Station	\$26.00/hr
Stationary Scanner.....	\$300.00/day
Subconsultants & Other Reimbursable Expenses Related to Project*	Cost+ 10%

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

CHARGES EFFECTIVE UNTIL JANUARY 1, 2020 UNLESS NOTIFIED



**AGREEMENT FOR PROFESSIONAL SERVICES
HOURLY CHARGES**

This Agreement is effective this _____ day of February in the year 2019, between Farnsworth Group, Inc., hereinafter referred to as FARNSWORTH GROUP, of Peoria, IL, and the City of Lincoln, IL, hereinafter referred to as CLIENT, of Lincoln.

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

By this Agreement:

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

Bidding and Construction Engineering Services as shown in the attached Appendix A Scope of Services

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

Assumes April 2019 through October 2019.

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

See attached Appendix B for estimate worksheet

The estimated total Hourly Charges for FARNSWORTH GROUP's services and expenses on the PROJECT is \$29,700.

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

The attached General Conditions are incorporated into and made a part of this Agreement.

CLIENT and FARNSWORTH GROUP hereby agree to and accept the terms and conditions stated above, including those stated in the attached General Conditions.

Farnsworth Group, Inc.
FARNSWORTH GROUP

CLIENT

Signature

Signature

Joe Adams
Typed Name

Typed Name

Engineering Manager
Title

Title

Date

Date

Witness Signature (if required)

Witness Signature (if required)

Typed Name

Typed Name

Title

Title

Date

Date

Joe Adams
Principal Contact Typed Name

Principal Contact Typed Name

jadams@f-w.com; 309.689.9888
Contact Information (e-mail, phone, etc.)

Contact Information (e-mail, phone, etc.)

APPENDIX A
SCOPE OF SERVICES – February 1, 2019

City of Lincoln, IL

Jefferson Street Bridge Replacement – Phase 3 Bidding and Construction Engineering Services

Scope of Services listed below are for Phase III Bidding and Construction Engineering Services consisting of Project Administration/Management, Bidding and Contract Processing Services, Shop Drawing and Submittal Review, Material Testing, Material Documentation, Construction Engineering as indicated below for the replacement of the existing bridge with a triple 9'h x 9'w cast-in-place concrete box culvert and associated approach roadway improvements. This Scope assumes the project is locally funded and that MFT, State, or Federal Material Documentation and Full Time Observation is not required by the City.

1. Bidding Assistance, Contract Award, Project Administration and Management

- a. Submit the Notice to Bidders to IDOT for inclusion in the IDOT Local Roads Bulletin.
- b. Submit the Notice to Bidders to local contractors and to the City for publication in local newspapers.
- c. Attend the Bid Opening, evaluate the bids and make a recommendation for award.
- d. Coordinate with the Contractor for execution of the Contract and Contract Bond upon approval of the City.
- e. Attend Preconstruction Meeting and prepare Meeting Minutes.
- f. Submit up to 5 monthly status reports to the City Administrator and Street Superintendent to report on project progress.
- g. Emails and phone calls to Contractor and City for coordination of needs for material documentation and construction engineering.

2. Construction Engineering, Material Testing and Material Documentation

- a. Provide for part-time Construction Engineering, Material Testing and Material Documentation for the subject project. It is assumed that IDOT approved aggregates, concrete mixtures and bituminous mixtures will be utilized by the Contractor.
- b. Provide Shop Drawing reviews for reinforcement, railing, and railing connection inserts.
- c. Provide part time construction observation at key points in the construction including:
 - i. Base Course for the structure
 - ii. Forms and reinforcement prior to placement of concrete (Bottom Slab, Walls, Top Slab, Wingwalls) (5 visits)
 - iii. Test for air content, slump and temperature and prepare cylinders for strength testing during concrete placement (5 pours)
 - iv. Subbase prior to placement of pavement base course
 - v. Base course prior to placement of bituminous binder course
 - vi. Placement of bituminous binder and surface courses
- d. Provide part-time observation of the work and the contractor's operations for general compliance with the plans and specifications as construction proceeds, but the Engineer does not guarantee the performance of the contract by the Contractor.
- e. Maintain a record of the contractor's activities during construction, while we are on site, including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work
- f. Supervision of technicians, proportioning engineers, and other engineering technical personnel and the taking and submitting of material samples
- g. Prepare two (2) Pay Request and one (1) Change Order form.
- h. Prepare Punch List and confirm Punch List items were addressed prior to Final Acceptance.

- i. This Scope of Services is based on part-time on-site Construction Engineering time frame for our Bidding and Construction Field services from April 2019 through October, 2019. Should the Contractor not meet the project completion date due to weather or any other issues, additional compensation for continued Construction Engineering Services shall be made to the Engineer at that time should the City request additional Engineering services beyond the date, except as indicated herein

Note: Not included in this Contract and Scope of Services:

- a. Aggregate Testing at the Quarry (Assumed to be completed by IDOT Materials as part of their Approved Source process)
- b. Concrete Plant Testing Services
- c. Bituminous Plant Testing Services
- d. Property Owner Meetings or Coordination
- e. Meetings with City Staff or City Council other than those referenced above
- f. Full time Construction Engineering Services
- g. Construction Layout or staking services
- h. Proposed ROW or Easement staking or associated negotiations

The work listed above will be completed on a time and material basis or under a separate contract addendum, if requested at a later date by the Client.

Appendix B
Farnsworth Group Inc. - Construction Engineering Services (ESTIMATE WORKSHEET)
Lincoln Jefferson Street Bridge Replacement

February 1, 2019

MANHOURS ESTIMATE: (Assumes April 2019 start and October 2019 completion for part-time constr. eng. services)

	TASK DESCRIPTION	QC/QA Engineering Manager	Field Staff Project Engineer	Field Staff EIT-II
1	Bidding and Preconstruction Services	8	2	20
2	Construction observation, material testing, and documentation of quantities	16	12	88
3	Project Closeout, Final Pay Estimate, and Punchlist	4	0	18
4	Project Man., Admin, Meetings	12	2	12
	SUBTOTAL HOURS	40	16	138
	BILLING RATE	\$194.00	\$155.00	\$123.00
	SUBTOTAL ESTIMATE	\$7,760.00	\$2,480.00	\$16,974.00

IN-HOUSE DIRECT COSTS (ESTIMATE)

	ELEMENT OF WORK	TRUCK (DAYS)	PRINTS & CADD	MISC/EQUIP/ MILEAGE	MATERIAL TESTING
1	Bidding and Preconstruction Services	1	\$50.00	\$46.00	
2	Construction observation, material testing, and documentation of quantities	20		\$95.00	\$750.00
3	Project Closeout, Final Pay Estimate, and Punchlist	2			
4	Project Man., Admin, Meetings			\$50.00	
	SUBTOTAL UNIT	23			
	RATE	\$65.00			
	SUBTOTAL ESTIMATE	\$1,495.00	\$50.00	\$191.00	\$750.00

SUMMARY OF COSTS (ESTIMATES)

MANHOUR ESTIMATE	\$27,214.00
IN-HOUSE DIRECT COSTS	\$2,486.00
ESTIMATED FEE	\$29,700.00

Date: 2/1/2019
Client: City of Lincoln
Project: Jefferson Street Bridge Replacement – Bidding and Construction Services

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

Entire Agreement: These General Conditions and the signed document to which they are attached constitute the entire Agreement between Client and Farnsworth Group, and are referred to hereinafter collectively as the "Agreement". The Agreement supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of the Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of the Agreement, including any Section Headings or Captions.

Precedence: The Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding Farnsworth Group's services.

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

Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of Project. Client shall compensate Farnsworth Group for any sales or value added taxes which apply to the services rendered under the Agreement or any amendment thereto. Client shall reimburse Farnsworth Group for the amount of such taxes, if any, in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by Client unless agreed to in writing by Farnsworth Group. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Amounts outstanding more than thirty (30) days will accrue interest at the rate of 1.5% per month (compounded), or if lower, the maximum rate permitted by applicable law. Should a past due amount exceed sixty (60) days, Farnsworth Group shall have the right to suspend all Services, without liability of any kind to Client, until full payment is received. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by Client to Farnsworth Group per Farnsworth Group's then current Schedule of Charges.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with the Agreement, and said party shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using information (i) when the

information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when the information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) is required by law or court order to be disclosed.

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

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

Force Majeure: Obligations of either party under the Agreement, other than payment obligations, shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

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

Assignment: Client shall not transfer or assign any rights under or interest in the Agreement, without the written consent of Farnsworth Group.

Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for the Project or following completion of the Project, Client and Farnsworth Group agree that all disputes shall first be negotiated between senior officers of Client and Farnsworth Group for up to thirty (30) days before being submitted to mediation. In the event negotiation and mediation are not successful, either Client or Farnsworth Group may seek a resolution in any state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

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

Suspension: Client or Farnsworth Group may suspend all or a portion of the work under the Agreement by notifying the other party in writing if unforeseen circumstances beyond control of Client or Farnsworth Group make normal progress of the work impossible. Farnsworth Group may suspend work in the event Client does not pay invoices when due, and Farnsworth Group shall have no liability whatsoever to Client, and Client agrees to make no claim for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds ninety (90) days, Farnsworth Group shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

Termination: If either party defaults in performing any of the terms or provisions of the Agreement, and continues in default for a period of fifteen (15) days after written notice thereof, the party not in default shall have the right to immediately terminate the Agreement. The non-defaulting party shall be entitled to all remedies under Illinois law at the time of breach, including, without limitation, the right to recover as an element of its damages, reasonable attorney's fees and court costs.

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

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

Reuse of Documents: All documents including reports, drawings, specifications, and electronic media prepared by Farnsworth Group and/or any subconsultant pursuant to the Agreement are instruments of its services for use solely with respect to this Project. Farnsworth Group and/or any subconsultant shall be deemed the authors and owners of their respective instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. 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 specific written verification or adaptation by Farnsworth Group will be at Client's sole risk, and without liability to Farnsworth Group, and Client shall indemnify and hold harmless Farnsworth Group or any subconsultant from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Farnsworth Group to further compensation at rates to be agreed upon by Client and Farnsworth Group.

Subcontracting: Farnsworth Group shall have the right to subcontract any part of the services and duties hereunder without the consent of Client.

Third Party Beneficiaries: Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Farnsworth Group, except as expressly provided herein. Farnsworth Group's services under the Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Farnsworth Group because of the Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document prepared hereunder. Neither Farnsworth Group nor Client shall have any obligation to indemnify each other from third party claims, except as expressly provided herein. Client and Farnsworth Group agree to require a similar provision in all contracts with construction contractors and subconsultants,

vendors, and other entities involved in the Project to carry out the intent of this provision.

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

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

Additional Limitation: In recognition of the relative risks and benefits of the Project to both Client and Farnsworth Group, the risks have been allocated such that Client agrees that for the compensation herein provided, Farnsworth Group cannot expose itself to damages disproportionate to the nature and scope of Farnsworth Group's services or the compensation payable to it hereunder. Therefore, to the maximum extent permitted by law, Client agrees that the liability of Farnsworth Group to Client for any and all causes of action, including, without limitation, contribution, asserted by Client and arising out of or related to the negligent acts, errors or omissions of Farnsworth Group in performing professional services shall be limited to fifty thousand dollars (\$50,000) or the total fees paid to Farnsworth Group by Client under the Agreement, whichever is greater ("Limitation"). Client hereby waives and releases (i) all present and future claims against Farnsworth Group, other than those described in the previous sentence, and (ii) any liability of Farnsworth Group in excess of the Limitation. In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client acknowledges and agrees that (i) but for the Limitation, Farnsworth Group would not have performed the services, (ii) Client has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may be less than the amount of professional liability insurance required of Farnsworth Group under the Agreement, (iv) the Limitation is merely a limitation of, and not an exculpation from, Farnsworth Group's liability and does not in any way obligate Client to defend, indemnify or hold harmless Farnsworth Group, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to Farnsworth Group performing the services in accordance with the Standard of Care.

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

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

Right of Entry: Client shall provide for Farnsworth Group's and/or any subconsultant's right to enter property owned by Client and/or others in order for Farnsworth Group and/or any subconsultant to fulfill the scope of services for this Project. Client understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of the Agreement unless explicitly so provided.

Recognition of Risk: Client acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at Client's site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. Farnsworth Group's and/or any subconsultant's application of its present judgment will be subject to factors outlined in (1) and (2) above. Client waives any claim against Farnsworth Group and/or any subconsultant, and agrees to indemnify and hold Farnsworth Group and/or any subconsultant harmless from any claim or liability for injury or loss which may arise as a result of alleged contamination caused by any site exploration. Client further agrees to compensate Farnsworth Group and/or any subconsultant for any time spent or expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy.

Authority and Responsibility: Client agrees that Farnsworth Group and any subconsultant shall not guarantee the work of any construction contractor or construction subconsultant, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

Electronic Files Transfer.

- (a) Farnsworth Group may prepare electronic files which contain machine-readable information or certain information for a project ("Project Files"). Client may request Project Files to facilitate Client's understanding of the project. The Parties recognize that the Project Files are subject to alteration, either intentionally or unintentionally, due to, among other causes, transmission, conversion, media degradation, software error or human error. The Parties further understand that the transfer of Project Files from the system and format used by Farnsworth Group to an alternate system or format cannot be accomplished without the introduction of anomalies and/or errors.
- (b) Upon request, during the active term of the project Farnsworth Group will supply Project Files to Client upon the express terms and conditions set forth herein:
 - (i) The Project Files may not be used for any purpose not related specifically to the Client's project. Use of these files for development of other projects; additions to the project, or duplication of the project at any location is expressly prohibited.
 - (ii) The Project Files are provided for information purposes only and are not intended as an end product. The Project Files may be a work in process, and Farnsworth Group is under no obligation to provide Client with any updated version(s) of the Project Files.
 - (iii) Client acknowledges and understands that the Project Files may not reflect all data contained in the contract documents, addenda, or other pertinent contract-related documents. Client acknowledges and understands that the Project Files may contain data which is not included in the contract documents.

- (iv) Client shall indemnify Farnsworth Group for client's use of the Project Files.

- (c) **BIM Digital Files.** With regard to the transfer of Building Information Model (BIM) digital files, both Parties agree as follows:

- (i) Farnsworth Group will provide only those BIM files created for Client's project. There is no representation the BIM files are comprehensive or comprise a complete model of the building.

- (ii) The level of development of the model will be defined consistent with AIA Document E202-2008, as agreed by the parties. After reviewing and verifying the accuracy of the information contained within Farnsworth Group's BIM files, Client is authorized to develop its own model to a higher level of development for its own uses, but, in doing so, expressly agrees to assume all risks associated therewith and indemnify Farnsworth Group.

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

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

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

Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to the Agreement shall survive such completion or termination and remain in full force and without limitation.

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

Utilities: If Client is responsible to provide information on the location of underground utility lines for use on the Project, as defined in the scope of services, then Farnsworth Group is entitled to exclusively rely on the accuracy and completeness of that information and shall provide prompt written notice to Client if Farnsworth Group becomes aware of any errors, omissions or inconsistencies in such information. Client is responsible for disclosing and providing information on the existence and location of subterranean structures on the Project. Client agrees to waive any claim against Farnsworth Group and/or any subconsultant, and to indemnify and hold harmless from any claim or liability for injury or loss arising from Farnsworth Group and/or any subconsultant or other persons encountering utilities or other man-made objects that were not called to Farnsworth Group's attention or which were not properly located on documents furnished to Farnsworth Group. Client further agrees to compensate Farnsworth Group and/or any subconsultant for any time spent or expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy.

Topographic Surveys/Utilities: If Farnsworth Group is performing the topographic surveys for the Project and the defined scope of service includes Farnsworth Group's efforts to obtain and show information on the location of underground utility lines on the Project, then any such identification and location of underground utilities by Farnsworth Group are strictly limited to public utilities. Client understands that information regarding underground utilities obtained from public agencies and utility owners are not guaranteed to be accurate or reliable. Additionally, the information obtained from the use of underground utility locators or locating technology may not be completely accurate or reliable. Farnsworth Group will use reasonable effort to understand the underground utilities on the Project using the level of service identified in the scope of services, however,

Client agrees that Farnsworth Group is not responsible for and has no liability for any such underground utilities that are not locatable and are not shown on available utility agency or municipality mapping, including private utilities, service lines (lines connecting on-site facilities to the public utilities), and other private utilities interconnecting on-site facilities. Client agrees to waive any claim against Farnsworth Group and/or any subconsultant, and to indemnify and hold harmless from any claim or liability for injury or loss arising from Farnsworth Group and/or any subconsultant for utilities that are not locatable, not shown on available utility agency or municipal mapping, and private utilities and service lines that were not made known to Farnsworth Group. Client further agrees to compensate Farnsworth Group and/or any subconsultant for any time spent or expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy.

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

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalies, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. Client and Farnsworth Group and/or any subconsultant agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. Client and Farnsworth Group and/or any subconsultant also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for Farnsworth Group and/or any subconsultant to take immediate measures to protect human health and safety, and/or the environment. Farnsworth Group and/or any subconsultant agree to notify Client as soon as possible if unanticipated known or suspected hazardous substances or pollutants are encountered. Client encourages Farnsworth Group and/or any subconsultant to take any and all measures that in Farnsworth Group's and/or any subconsultant's professional opinion are justified to preserve and protect the health and safety of Farnsworth Group's and/or any subconsultant's personnel and the public, and/or the environment, and Client agrees to compensate Farnsworth Group and/or any subconsultant for the additional cost of such measures. In addition, Client waives any claim against Farnsworth Group and/or any subconsultant, and agrees to indemnify and hold Farnsworth Group and/or any subconsultant harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. Client also agrees to compensate Farnsworth Group and/or any subconsultant for any time spent and expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, with such compensation to be based upon Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy. Further, Client recognizes that Farnsworth Group and/or any subconsultant has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will Farnsworth Group and/or any subconsultant act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

Job Site: Client agrees that services performed by Farnsworth Group and/or any subconsultant during construction will be limited to providing observation of the progress of the work and to address questions by Client's representative concerning conformance with the Contract Documents. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the construction contractor's or construction subconsultant's performance. Farnsworth Group and/or any subconsultant will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs. Farnsworth Group and/or any subconsultant will not be responsible for construction contractor's or construction subconsultant's obligation to carry out the work according to the Contract Documents. Farnsworth Group and/or any subconsultant will not be considered an agent of Client and will not have authority to direct construction contractor's or construction subconsultant's work or to stop work.

Shop Drawing Review: Client agrees that Farnsworth Group and/or any subconsultant shall review shop drawings and/or submittals solely for their

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

LEED Certification and Energy Models: Client agrees that Farnsworth Group and/or any subconsultant do not guarantee the LEED certification of any facility for which Farnsworth Group and/or any subconsultant provides commissioning, LEED consulting or energy modeling services. The techniques and specific requirements for energy models used to meet LEED criteria have limitations that result in energy usage predictions that may differ from actual energy usage. Farnsworth Group and/or any subconsultant will endeavor to model energy usage very closely to actual usage, but Client agrees that Farnsworth Group and/or any subconsultant will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. LEED certification and the number of LEED points awarded for energy efficiency are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Environmental Site Assessments: No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental Conditions in connection with a Subject Property. Performance of an Environmental Site Assessment is intended to reduce, but not eliminate, uncertainty regarding potential for Recognized Environmental Conditions in connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will be obtained and reviewed from outside sources, potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group is not be responsible for the quality, accuracy, and content of information from these sources. Any non-scope items provided in the Phase I Environmental Site Assessment Report are provided at the discretion of the environmental professional for the benefit of Client. Inclusion of any non-scope finding(s) does not imply a review of any other non-scope items with the Environmental Site Assessment investigation or report. The Environmental Site Assessment report is prepared for the sole and exclusive use of Client. Farnsworth Group does not intend, without its written consent, for the Phase I Environmental Site Assessment Report to be disseminated to anyone beside Client, or to be used or relied upon by anyone beside Client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.



Schedule of Charges - January 1, 2019

Engineering/Surveying Professional Staff	Per Hour
Administrative Support.....	\$ 70.00
Engineering Intern I/Cx Specialist I	\$ 112.00
Engineering Intern II/Cx Specialist II	\$ 123.00
Engineer/Land Surveyor/Senior Cx Specialist	\$ 135.00
Senior Engineer/Senior Land Surveyor/Cx Project Manager	\$ 141.00
Project Engineer/Project Land Surveyor/Senior Cx Project Manager.....	\$ 155.00
Senior Project Engineer/Senior Project Land Surveyor/Cx Manager.....	\$ 172.00
Engineering Manager/Land Surveying Manager/Senior Cx Manager.....	\$ 194.00
Senior Engineering Manager/Senior Land Surveying Manager/Senior Cx Director	\$ 204.00
Principal/Vice President.....	\$ 212.00
 Technical Staff	
Technician I	\$ 73.00
Technician II	\$ 98.00
Senior Technician.....	\$ 109.00
Chief Technician.....	\$ 126.00
Designer/Computer Specialist/Lead Technician	\$ 136.00
Senior Designer	\$ 141.00
Project Designer/Project Technician	\$ 150.00
Senior Project Designer/Systems Integration Manager	\$ 169.00
Design Manager/Government Affairs Manager.....	\$ 181.00
Technical Manager	\$ 192.00
Senior Technical Manager.....	\$ 205.00
 Architecture/Landscape Architecture/Interior Design Professional Staff	
Designer I	\$ 101.00
Senior Interior Designer/Designer II	\$ 112.00
Architect/Designer III/Project Coordinator	\$ 128.00
Senior Architect/Senior Project Coordinator.....	\$ 135.00
Project Architect/Project Manager	\$ 148.00
Senior Project Architect/Senior Project Manager	\$ 162.00
Architectural Manager.....	\$ 173.00
Senior Architectural Manager.....	\$ 182.00
Principal – Architecture.....	\$ 206.00
 Units	
Overtime, If Required by Client – Non-Exempt Employees Only	1.25xbilling rate
Expert Testimony.....	2xbilling rate
Per diem	\$55.00/day
ATV & Trailer	\$11.00/hr
Field Vehicle	\$14.00/hr
Automobile mileage	\$0.61/mile
Software/CAD/Revit Station	\$15.00/hr
Hand Held GPS	\$11.00/hr
GPS Unit (each).....	\$22.00/hr
Utility Locator/Robotic Total Station	\$26.00/hr
Stationary Scanner.....	\$300.00/day
Subconsultants & Other Reimbursable Expenses Related to Project*	Cost+ 10%

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

CHARGES EFFECTIVE UNTIL JANUARY 1, 2020 UNLESS NOTIFIED

**CHRIS W. WALTERS
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Attorney Profile

Chris W. Walters is a native of Canton, Illinois and graduated from Canton High School in 1990. He attended Illinois State University and graduated with a Bachelor of Science Degree in Economics in 1994. He then attended Western Illinois University and graduated with a Bachelor of Arts Degree in History and Education in 1995. In 1998 he earned his Juris Doctorate Degree from Washington University School of Law, St. Louis, Missouri. While in law school, Chris completed a Fellowship in Comparative Law at Cambridge University, Trinity College, in Cambridge, England, where he studied primarily contract, labor law, civil procedure and tort law.

In 1998, Chris received his license to practice law in the State of Illinois and has practiced continually since then. He is licensed to practice law before the United States District Courts for the Northern, Southern and Central Districts of Illinois. Previously, he was a principal in the law firm of Claudon, Kost, Barnhart, Beal & Walters from 1999 to 2014. In 2014, Chris opened his own firm, Walters Law Office, Ltd., with a primary emphasis in the areas of Labor and Employment, Real Estate, and Civil Litigation. He is a member of the Fulton County Bar Association (serving as its President in 2006 & 2007), the Illinois State Bar Association, American Bar Association and is a shareholder and member of the Attorneys' Title Guaranty Fund.

Attorney Walters provides representation to municipalities, park districts, counties, and other local governmental bodies. No other sole practitioner in Central Illinois has made a greater commitment to public law or has the depth of experience in representing public bodies.

Attorney Walters is regularly called upon by local governmental bodies to provide legal services in a wide variety of matters, including development, financing, employment and labor, zoning, compliance with state and federal laws and regulations, and litigation unique to municipalities and other local governmental bodies. Because of his concentration in public law, there are many issues that Attorney Walters can respond to in much less time, and therefore, in a more cost-effective manner, than attorneys that do not have the same breadth of experience in representing public bodies.

Moreover, Attorney Walters has worked diligently to foster a reputation for finding innovative solutions to various kinds of projects undertaken by, or problems facing local governmental bodies, and has prepared, overseen, and handled bond issues and other financing mechanisms ranging from relatively small amounts to multi-million-dollar issues of substantial complexity.

Attorneys Walters has served as general counsel for a number of local governmental bodies of varying sizes. In addition, he is frequently called upon by other law firms, or asked to assist local

counsel with specific projects requiring special expertise and experience, especially in matters pertaining to bond financing, zoning, ordinances, resolutions, development of economic incentive programs, land use, employment and labor negotiations.

Attorney Walters has considerable legal experience in labor-management relations law representing management in collective bargaining negotiations; arbitrations; matters before the NLRB, the EEOC and similar state administrative agencies; and otherwise counseling employers on matters which concern management and affect employees. Chris' labor and employment practice is particularly focused on the representation of public and private sector management clients in collective bargaining, union certification/representation cases, grievance and interest arbitrations, workplace counseling and unfair labor practice matters. His labor law clients include, but are not limited to, more than eighteen (18) counties throughout the State of Illinois as well as numerous municipalities. For the past 17 years, he has provided legal services on behalf of the State's Attorney Appellate Prosecutor Office for Labor Units of the Agency, and continues his legal service with government agencies around the State of Illinois. Chris has practiced labor and employment law, representing employer clients since 1999. During this time, he has negotiated labor contracts with such unions as the International Brotherhood of Teamsters, the International Brotherhood of Electrical Workers, the International Union of Operation Engineers, the Fraternal Order of Police, the Policemen's Benevolent and Protective Association, AFSCME, International Association of Fire Fighters, United Steelworkers, and a number of other private and public sector units of government including with Local, State, and Federal labor organizations. Chris has handled over fifty grievance arbitrations, numerous union certification and decertification elections, and unfair labor practice hearings before the Illinois Labor Relations Board, and has represented public employers in numerous interest arbitration cases under the IPLRA. In addition to his public sector collective bargaining activities, Chris has advised private employers in labor and employment matters.

Mr. Walters has been labor and employment counsel to public and privately owned entities throughout the United States, including employers such as the State's Attorney Appellate Prosecutor's Office, Rock Island County, Livingston County, Tazewell County, Lee County, Bureau County, Clinton County, Dewitt County, Logan County, Pike County, Jersey County, Montgomery County, Bond County, Henry County, Clark County, Saline County, Fulton County, Knox County, McDonough County, McHenry County, Schuyler County, Verizon Wireless, Napa Auto Parts (Genuine Parts Company), Health Dimensions Group, Inc., Heartland Health Care, Mid Century Communications, Spoon River Electric Cooperative, Corn Belt Energy Corporation, Spoon River Towers, and Libertyland Investments, Inc. Mr. Walters has also represented numerous municipalities throughout the State of Illinois in labor, employment and municipal law. Mr. Walters has negotiated multiple collective bargaining agreements on behalf of management for bargaining units ranging from five (5) to approximately five hundred and sixty-five (565) employees. Mr. Walters has represented management in numerous cases before the National Labor Relations Board, the Illinois Labor Relations Board, the Equal Employment Opportunity Commission, the Illinois Department of Human Rights, and labor arbitrators throughout the country.

Education

Illinois State University, BS, Economics

Western Illinois University, BA, History and Education

Washington University School of Law, St. Louis, Mo., Juris Doctor

Bar Admissions

State of Illinois

U.S. District Court – Central, Southern, Northern Districts of IL

\$175.00 per hour for time

\$ 95.00 per hour paralegal time

H M

HESSE | MARTONE

Attorneys & Counselors

PROPOSAL
FOR
CITY OF LINCOLN
LABOR ATTORNEY POSITION

February 1, 2019

Richard V. Stewart, Jr.
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INTRODUCTION

HESSE MARTONE, P.C. IS AN "AV" RATED LAW FIRM FOUNDED IN 1995 ON THE PRINCIPLES OF PROVIDING QUALITY LEGAL COUNSEL AT RATIONAL RATES.

HM OPENED ITS SPRINGFIELD, ILLINOIS OFFICE IN 2012. RICHARD V. ("RICK") STEWART, JR. JOINED WITH THE FIRM AS A PRINCIPAL IN THE SPRINGFIELD OFFICE AFTER SUCCESSFULLY REPRESENTING PUBLIC EMPLOYEES IN LABOR AND EMPLOYMENT MATTERS THROUGHOUT NEW YORK AND ILLINOIS FOR OVER 10 YEARS. RICK HAS HANDLED LABOR MATTERS, INCLUDING NUMEROUS INTEREST ARBITRATIONS, THROUGHOUT ILLINOIS. RICK NEGOTIATES AN AVERAGE OF EIGHTEEN (21) COLLECTIVE BARGAINING AGREEMENTS EACH YEAR.

OUR LONG-STANDING COMMITMENT TO QUALITY REPRESENTATION AND IN-DEPTH KNOWLEDGE AND UNDERSTANDING OF ILLINOIS LABOR AND EMPLOYMENT ISSUES QUALIFY HESSE MARTONE AS BEST SUITED TO WORK WITH THE CITY OF LINCOLN.

FIRM INFORMATION

PROVIDING EXCELLENT AND INNOVATIVE CLIENT SERVICES HAS BEEN THE DRIVING GOAL OF OUR PRACTICE SINCE OUR FIRM'S INCEPTION.

We pride ourselves on practicing law differently than the big firms. We develop long-term relationships with our clients. We want our clients to view us as the first place they turn when they have a problem, not as their last resort.

Our public-sector labor and employment law practice includes representing counties, cities and other municipalities with respect to labor contract negotiations, arbitrations, defense of employment discrimination and wrongful discharge cases.

We have an exemplary record of success in assisting clients in negotiating simple, flexible, and effective collective bargaining agreements. While we work with our clients to avoid labor and employment disputes, we also ensure our clients are well prepared to defend their position.

Responsiveness, creativity, experience and common sense are the keys to providing high quality, cost-effective legal services. Our commitment to being responsive to our clients is unmatched. We are individually available to our clients 24 hours a day, 7 days a week. We maintain a sophisticated communications system that integrates cellular phones, tablets, e-mail, laptop computers and our paperless electronic document system to ensure that we are available when our clients need us and that we have the resources at our command to respond to any problem that may arise.

Our goal is to help our clients meet their challenges and solve their problems on a timely basis, and we view effective legal representation as being more than the ability to recite the law. We recognize that we do well when our clients do well and we are driven to help them achieve this success.

CLIENTS

HESSÉ MARTONE REPRESENTS MORE THAN 500 CLIENTS THROUGHOUT THE UNITED STATES AND BEYOND WHO PRESENT A VARIETY OF ISSUES FROM TRADITIONAL EMPLOYMENT MATTERS TO OPERATIONAL MATTERS. WE USE OUR EXPERTISE IN THESE AREAS TO HELP OUR CLIENTS IN ALL AREAS OF THEIR BUSINESS. MANY OF OUR CLIENTS ARE UNITS OF LOCAL GOVERNMENT.

BELOW IS A REPRESENTATIVE SAMPLE OF THE GOVERNMENTAL CLIENT BASE WE REPRESENT IN ILLINOIS.

COUNTIES

Adams County	Macoupin County
DeKalb County Sheriff's Office	Marion County
Edgar County	McDonough County
Edwards County Sheriff's Office	McLean County Sheriff's Office
Fayette County	Mercer County
Franklin County Sheriff's Office	Morgan County
Fulton County	Ogle County
Hancock County	Perry County Sheriff's Office
Henry County	Piatt County
Jersey County Sheriff's Office	Richland County
Jo Daviess County	Stephenson County
Knox County Sheriff's Office	Vermilion County
LaSalle County	Whiteside County
Logan County	Woodford County Sheriff's Office

MUNICIPALITIES

City of Earlville	Village of Brighton
City of Jacksonville	Village of Kincaid
City of Pittsfield	Village of Stockton

OUR APPROACH

We anticipate that in our representation of the City of Lincoln we will work together to create a framework to implement an effective and efficient process for resolving employment matters.

This process will be continually improved upon to ensure better relations and results.

Our approach rests on three principles:

Principle One: It is important for the City's counsel to be part of the team, not just a voice on the phone. As part of our representation we want to make sure that we are familiar with all aspects of the City's operations. We like to meet with the key personnel and decision makers, review policies and procedures (to see if we can prevent trouble before it occurs) and become familiar with the City's unique goals and needs. We commit to being thorough and responsive and want our clients to consider us as part of their team and not as some sort of outside consultant that they only call as a last resort;

Principle Two: The longer a matter lives, the more it costs. Law firms should not be rewarded (with greater fees) for allowing matters to linger; early resolution is not a sign of weakness, it is a means of setting expectations that lead to better cost control;

Principle Three: Most problems can be avoided through preparation, good judgment and the use of old-fashioned common sense. While there are times that litigation is inevitable, in Hesse Martone's combined century of legal experience, we have found that if we address situations promptly; use good sense, and thoroughly prepare; there are fewer costly disputes that need to be resolved and when those disputes do arise: the team is successful.

OUR CITY OF LINCOLN TEAM

While we are large enough to possess a wealth of collective expertise and experience, we are also nimble enough to effectively utilize that expertise and draw upon our experience on a daily basis. On a practical day-to-day basis, the City would not just enjoy the attention of one attorney, it would benefit from assistance and input from our entire team.

We constantly share advice, experience and insight with one another, and discuss the various cases and matters upon which we are working, which set us apart from larger, more compartmentalized firms.

Another thing that sets us apart is our billing philosophy: when our attorneys discuss your matters, we will not call it a "meeting" and bill you for it.

PRIMARY ATTORNEY FOR KNOX COUNTY:

Richard V. Stewart, Jr., Managing Principal – Springfield, Illinois Office

Unless in a meeting with another client or in a hearing, Rick Stewart will be available 24 hours a day, 7 days a week. The City will be provided Rick's direct office number, cell phone number, and email address and can expect an immediate response from Rick or a member of Hesse Martone.

RICK STEWART



Rick Stewart is the founding Principal of Hesse Martone's Springfield, Illinois office. Rick is licensed to practice in Illinois, Missouri and New York.

Rick has over 15 years of experience in handling a variety of labor and employment matters. He advises clients on a day-to-day basis in collective bargaining, contract administration, employee discipline and labor-management relations in both the private and public sectors. Rick has handled cases before various courts, administrative agencies, commissions and arbitrators in both Illinois and New York and has compiled a record of remarkable success in handling interest arbitrations.

Rick acts as Legal Counsel to the Illinois Sheriff's Association and is a regular speaker on public sector labor and employment issues.

Rick brings the perspective of "the other side" to HM and its clients. Prior to joining HM, Rick represented labor unions in both Illinois and New York and he has extensive experience in (and a unique perspective concerning) union election campaigns and collective bargaining negotiations.

Labor and employment issues of all types have been a primary focus of Rick's practice and he has handled literally hundreds of contract negotiations and arbitrations in both the public and private sectors. Rick has successfully represented both private sector and public sector election campaigns including cases under the new NLRB expedited rules.

Education

Certificate in Labor Studies, Cornell University Industrial Labor Relations School (1995)

B.A. History, Magna Cum Laude, State University of New York at Albany (1997)

J.D. Albany Law School, Union University (2000)

Professional Affiliations and Activities

Member, Illinois State Bar Association

Member, The Missouri Bar

Member, New York State Bar Association

Member, American Bar Association

Legal Counsel, Illinois Sheriffs' Association

PRICING

WE PARTNER WITH OUR CLIENTS TO PROVIDE COST-EFFECTIVE LEGAL REPRESENTATION.

Hesse Martone will provide the City with itemized monthly statements of all services performed on behalf of the City and its Officials.

We offer our government and municipal clients discounted rates:

Partners and Principals (Rick Stewart):	\$250/hr
Associates:	\$200/hr
Paralegals:	\$125/hr

We will not bill you for travel time or mileage.

We apply the "Texas Ranger Rule" ("one riot, one ranger") to our billing practices. This means that even when multiple attorneys are necessary to attend a meeting or proceeding, you will only be billed for a single attorney's time.

We will not nickel and dime you. Hesse Martone does not bill its clients for postage, long distance, routine copy costs, secretarial time, meals or any of the other ordinary costs of doing business.

When our attorneys discuss your matters, we will not call it a "meeting" and bill you for it.

RECOMMENDATIONS

WE BELIEVE THAT THE BEST SOURCE OF INFORMATION ABOUT ATTORNEYS ARE THE CLIENTS WHOM WE HAVE REPRESENTED AND THOSE WE HAVE WORKED WITH. IN THIS REGARD, WE INVITE AND ENCOURAGE YOU TO CONTACT THE FOLLOWING ILLINOIS GOVERNMENTAL CLIENTS CONCERNING OUR SERVICES:

1. **Logan County**
Mark Landers
Sheriff

Telephone: (217) 732-2156
E-mail: mlanders@logancountyil.gov

2. **Vermilion County**
Jacqueline Lacy
State's Attorney

Telephone: (217) 554-7750
Email: salacy@vercounty.org

3. **Morgan County**
Brad Zeller
County Board

Telephone: (217) 473-5405
E-mail: commish@morgancounty-il.com

SAMPLE RESULTS

WE FIRMLY BELIEVE THAT THE CHOICE OF LEGAL COUNSEL SHOULD BE BASED ON QUALIFICATIONS, RESULTS AND COMMITMENT. WHILE OUR FIRM WEBSITE (WWW.HESSEMARTONE.COM) CONTAINS A MORE COMPREHENSIVE LISTING, ATTACHED ARE TWO SAMPLE CASE RESULTS – A LANDMARK ILLINOIS INTEREST ARBITRATION AWARD (IN WHICH AN ILLINOIS INTEREST ARBITRATOR REMOVED THE EMPLOYEE CAP ON HEALTH INSURANCE PREMIUMS) AND ANOTHER RECENT INTEREST ARBITRATION AWARD WHERE THE ARBITRATOR MADE EMPLOYEES START PAYING HEALTH INSURANCE PREMIUMS.

WHILE EACH CASE DEPENDS UPON ITS OWN FACTS AND EVERY CASE IS DIFFERENT, THESE TWO EXAMPLES DEMONSTRATE OUR RECORD OF SUCCESS.

OFFICE LOCATIONS

Springfield, IL

1224 Centre West Drive, Suite 200E
Springfield, Illinois 62704
tel 217.679.0526 | fax 314.862.7010

St. Louis, MO

530 Maryville Centre Drive, Suite 250
St. Louis, Missouri 63141
tel 314.862.0300 | fax 314.862.7010

Phoenix, AZ

7900 Princess Drive, #1245
Scottsdale, Arizona 85255
tel 314.862.6542 | fax 314.862.7010

ORDINANCE NO. 2019-892
AN ORDINANCE AMENDING THE CITY OF LINCOLN'S
LIQUOR REGULATIONS

THIS ORDINANCE is made and adopted by the CITY COUNCIL OF THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, at a regular meeting held in the City Council Chambers in said City on the ____ day of _____, 2019, WITNESSETH:

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

WHEREAS, the CITY OF LINCOLN believes in the interest of the free market, unencumbered by a cap of liquor licenses that can be issued at one time; and

WHEREAS, the CITY OF LINCOLN has found the cap of liquor licenses to be issued to be problematic, and thereby potentially prohibiting new businesses from opening their doors in Lincoln due to said cap; and

WHEREAS, the CITY OF LINCOLN believes that if no cap existed, these businesses could open in Lincoln, thereby increasing tax revenue gained from the businesses, and let the market decide how many establishments the City can support; and

WHEREAS, there are currently two classes of liquor licenses that are similar in scope, those being Class B and Class C, with the only difference being Class C rules governs restaurants; and

WHEREAS, the CITY OF LINCOLN believes that the licensees in Class B and Class C should be free to operate their businesses, however believe there should be some reporting requirements for those that participate in video gaming; and

WHEREAS, it is the desire of the CITY OF LINCOLN to consolidate Class B and C licenses, and institute a reporting requirement that each licensee must prove on a yearly basis that thirty percent or less of their revenue comes from gaming; and

WHEREAS, for the purposes of reporting the licensee must provide all documents requested by the liquor commission including, but not limited to, the tax sales receipt forms; and

WHEREAS, the CITY OF LINCOLN understands that new businesses would likely be applying past the renewal date, and the City will prorate any receipts received on their first reporting period; and

WHEREAS, the CITY OF LINCOLN understands that at times licensees will fall beneath the 30% threshold gaming requirement, and in those scenarios the licensees will be fined \$500; and

WHEREAS, if a licensee continues to not meet their thirty percent gaming requirement, then the Liquor Commission of the City of Lincoln can opt to pull that licensee's liquor license (if a licensee is improving year over year the liquor commission may at their discretion not pull the liquor license); and

WHEREAS, the CITY OF LINCOLN desires to treat all the business fairly, and therefore there will not be any grandfathering for existing businesses thereby making all businesses that fall into the Class B license and opt to use the video gaming machines adhere to the reporting requirements; and

WHEREAS, the CITY OF LINCOLN believes that the size of the liquor commission should be increased from its current size of three, to five, mainly based upon the work said commission does and the CITY OF LINCOLN believes that having more input from an increased member size would greatly increase its decision making capacity; and

WHEREAS the CITY OF LINCOLN understands that some members of the Liquor Commission might not be City Employees or Contractors and thereby are not being compensated for their time and the CITY OF LINCOLN believes they should receive some recompense for their time;

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

1. The City of Lincoln will amend Title III Chapter 7 Part 5 of the Lincoln City Code consolidating Class B and C of the license Classification, and add language that thirty percent of their yearly revenue must come from sources other than video gaming. (See below Exhibit).

2. Any Classification below Class C, after the consolidation of Class B and C, shall be amended to Class immediately previous to it (Class D becomes C, Class E becomes D, Etc. etc.).

3. The City of Lincoln will amend Title III Chapter 7 Part 6 Subsection D of the Lincoln City Code shall be amended to reflect an unlimited amount of liquor licenses can be issued subject to the approval of the liquor commission. (See below Exhibit)

4. The City of Lincoln will amend Title III Chapter 7 Part 22 of the Lincoln City Code adding subsection D providing for the revocation provisions for those licensees who do not adhere thirty percent threshold for three consecutive years. (See Attached Exhibit).

5. The size of the Liquor Commission shall be increased from three to five and members that are not otherwise being paid by the City of Lincoln shall be paid \$25.00 per meeting.

6. Effective Date. That this Ordinance is effective immediately upon passage of the same.

The vote on the adoption of his Resolution was as follows:

Alderman Parrott	_____	Alderman Keller	_____
Alderman Bauer	_____	Alderman Welch	_____
Alderman Hoinacki	_____	Alderman Browne	_____
Alderman Fleshman	_____	Alderman Dalpoas	_____

Ayes: _____

Nays: _____

Absent: _____

Absent: _____

Passed and approved this ____ day of _____, 2019.

CITY OF LINCOLN,

BY: _____

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

ATTEST: _____ (SEAL)

City Clerk, City of Lincoln,
Logan County, Illinois

EXHIBIT A

3-7-5: **CLASSIFICATION OF LICENSES; HOURS AND FEES:** Licenses to sell alcoholic liquors at retail shall be of the following classes:

- (A) Class A: Class A package licenses shall entitle the licensee to sell alcoholic beverages in the original package with sales at retail not for consumption on the premises. The license fee for a class A license shall be one thousand two hundred fifty dollars (\$1,250.00) per annum, paid in advance. The hours are to be seven o'clock (7:00) A.M. to twelve o'clock (12:00) midnight on all days except Sundays. Sunday hours shall be eleven o'clock (11:00) A.M. to twelve o'clock (12:00) midnight. (Ord. 250, 12-7-1987; amd. Ord. 547, 6-17-2202)

- (B) Class B: Class B (restaurants, taverns, bar, saloon, lounge, bowling alley, pub) shall entitle licensee to sell alcoholic liquor at retail for consumption on or off the premises. If the licensee participates in video gaming, then they must report yearly to the liquor commission showing proof that thirty percent or more of their revenues come from sources other than video gaming. A licensee not meeting their thirty percent threshold requirement will subject them to a \$500.00 fine. The license fee for a class B license shall be one thousand one hundred twenty-five dollars (\$1,125.00) per annum, paid in advance. The hours of a class B license shall be seven o'clock (7:00) A.M. to two o'clock (2:00) A.M. on weekdays and Saturdays. Sunday hours for a Class B license shall be eleven o'clock (11:00) A.M. to twelve o'clock (12:00) midnight, except New Year's Eve hours shall be extended to two o'clock (2:00) A.M. All patrons will be asked to leave the premises one-half (1/2) hour after closing, at which time only the employees will be allowed to be in the establishment, and no other persons on the licensed premises one-half (1/2) hour after closing shall consume alcoholic beverages. The city police will enforce this regulation by being free to enter the premises after hours. (in regards to restaurants Ord. 628, 2-21-2006)

(Class D becomes C, E becomes D, etc. etc.)

3-7-6: **NO VEST INTEREST CREATED; CHANGES IN LOCATION;
LIMITATIONS OF NUMBER ISSUED**

- (D) There are no limitations on the amount of liquor licenses, regardless of the class, that can be granted. Each License is subject to the approval of the liquor commission and the licensee acknowledges they are subject to revocation without due cause being shown.

3-7-22:

REVOCATION OF LICENSE:



The mayor shall have power to grant licenses and to revoke for cause any or all licenses issued to persons for the sale of alcoholic liquors within the city, and he shall revoke any retail liquor dealer's license for any violation of any of the provisions of this chapter or for any violation of any state law pertaining to the sale of alcoholic liquor. (1960 Code, Secs. 2.14.040, 2.14.210)

Any license issued under this chapter may be suspended or revoked by the local liquor commissioner for any one of the following reasons:

- (A) Violation of the laws of the state or of the United States, or of any of the provisions of this chapter.
- (B) The willful making of any false statement as to a material fact in application for a license.
- (C) Permitting any illegal, disorderly or immoral practices upon licensed premises.
- (D) Not being in compliance for the reporting requirements of the licensee's respective license for three consecutive years.

Upon the filing of any written complaint against a licensee alleging any of the aforesaid causes for revocation, the local liquor control commissioner may cause such licensee to appear before the local liquor control commissioner and may examine witnesses in regard to the complaint, and in the event of such a hearing, the licensee may appear and bring in witnesses to testify thereon.

The mayor as local liquor control commissioner may suspend for not more than thirty (30) days, as provided in 235 Illinois Compiled Statutes 5/4-4, or revoke for cause any liquor dealer's license for any violation of any provision pertaining to the sale of alcoholic liquor, as provided and in the manner provided in 235 Illinois Compiled Statutes 5/7-5. (Ord. 67, 11-21-1977)

Any appeals taken to the Illinois state liquor control commission from decisions made by the Lincoln liquor control commission shall be heard by the Illinois state liquor control commission strictly on the record, pursuant to 235 Illinois Compiled Statutes 5/7-9. (Ord. 536, 9-4-2001)

ORDINANCE NO.
AMENDMENT TO ORDINANCE NO. 2019-892
AN ORDINANCE AMENDING THE CITY OF LINCOLN'S
LIQUOR REGULATIONS

THIS ORDINANCE is made and adopted by the CITY COUNCIL OF THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, at a regular meeting held in the City Council Chambers in said City on the ____ day of _____, 2019, WITNESSETH:

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

WHEREAS, the CITY OF LINCOLN believes in the interest of the free market, unencumbered by a cap of liquor licenses that can be issued at one time; and

WHEREAS, the CITY OF LINCOLN has found the cap of liquor licenses to be issued to be problematic, and thereby potentially prohibiting new businesses from opening their doors in Lincoln due to said cap; and

WHEREAS, the CITY OF LINCOLN believes that if no cap existed, these businesses could open in Lincoln, thereby increasing tax revenue gained from the businesses, and let the market decide how many establishments the City can support; and

WHEREAS, there are currently two classes of liquor licenses that are similar in scope, those being Class B and Class C, with the only difference being Class C rules governs restaurants; and

WHEREAS, the CITY OF LINCOLN believes that the licensees in Class B and Class C should be free to operate their businesses, however believe there should be some reporting requirements for those that participate in video gaming; and

WHEREAS, it is the desire of the CITY OF LINCOLN to consolidate Class B and C licenses, and institute a reporting requirement that each licensee must prove on a yearly basis that **thirty** percent or **more** of their **yearly** revenue comes from **sources other than gaming**; and

WHEREAS, for the purposes of reporting the licensee must provide all documents requested by the liquor commission including, but not limited to, the tax sales receipt forms; and

WHEREAS, the CITY OF LINCOLN understands that new businesses would likely be applying past the renewal date, and the City will prorate any receipts received on their first reporting period; and

WHEREAS, the CITY OF LINCOLN understands that at times licensees who participate in gaming may have more than 70% of their yearly revenue in gaming, and in those scenarios the licensees will be fined \$500; and

WHEREAS, if a licensee continues to violate their thirty percent gaming requirement, then the Liquor Commission of the City of Lincoln can decide to not renew their liquor license (if a licensee is improving year over year the liquor commission may at their discretion not pull the liquor license); and

WHEREAS, the CITY OF LINCOLN desires to treat all the business fairly, and therefore there will not be any grandfathering for existing businesses thereby making all businesses that fall into the Class B license and opt to use the video gaming machines adhere to the reporting requirements; and

WHEREAS, the CITY OF LINCOLN believes that the size of the liquor commission should be increased from its current size of three, to five, mainly based upon the work said commission does and the CITY OF LINCOLN believes that having more input from an increased member size would greatly increase its decision making capacity; and

WHEREAS the CITY OF LINCOLN understands that some members of the Liquor Commission might not be City Employees or Contractors and thereby are not being compensated for their time and the CITY OF LINCOLN believes they should receive some recompense for their time;

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

1. The City of Lincoln will amend Title III Chapter 7 Part 5 of the Lincoln City Code consolidating Class B and C of the license Classification, and add language that thirty percent of their yearly revenue must come from sources other than video gaming. (See below Exhibit).

2. Any Classification below Class C, after the consolidation of Class B and C, shall be amended to Class immediately previous to it (Class D becomes C, Class E becomes D, Etc. etc.).

3. The City of Lincoln will amend Title III Chapter 7 Part 6 Subsection D of the Lincoln City Code shall be amended to reflect an unlimited amount of liquor licenses can be issued subject to the approval of the liquor commission. (See below Exhibit)

4. The size of the Liquor Commission shall be increased from three to five and members that are not otherwise being paid by the City of Lincoln shall be paid \$25.00 per meeting.

5. Effective Date. That this Ordinance is effective immediately upon passage of the same.

The vote on the adoption of his Resolution was as follows:

Alderman Parrott	_____	Alderman Keller	_____
Alderwoman Bauer	_____	Alderman Welch	_____
Alderman Hoinacki	_____	Alderwoman Browne	_____
Alderman Fleshman	_____	Alderman Dalpoas	_____

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

Passed and approved this ____ day of _____, 2019.

CITY OF LINCOLN,

BY: _____

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

ATTEST: _____ (SEAL)

City Clerk, City of Lincoln,
Logan County, Illinois

EXHIBIT A

3-7-5: **CLASSIFICATION OF LICENSES; HOURS AND FEES:** Licenses to sell alcoholic liquors at retail shall be of the following classes:

(A) **Class A:** Class A package licenses shall entitle the licensee to sell alcoholic beverages in the original package with sales at retail not for consumption on the premises. The license fee for a class A license shall be one thousand two hundred fifty dollars (\$1,250.00) per annum, paid in advance. The hours are to be seven o'clock (7:00) A.M. to twelve o'clock (12:00) midnight on all days except Sundays. Sunday hours shall be eleven o'clock (11:00) A.M. to twelve o'clock (12:00) midnight. (Ord. 250, 12-7-1987; amd. Ord. 547, 6-17-2202)

(B) **Class B:** Class B (restaurants, taverns, bar, saloon, lounge, bowling alley, pub) shall entitle licensee to sell alcoholic liquor at retail for consumption on or off the premises. The license fee for a class B license shall be one thousand one hundred twenty-five dollars (\$1,125.00) per annum, paid in advance. The hours of a class B license shall be seven o'clock (7:00) A.M. to two o'clock (2:00) A.M. on weekdays and Saturdays. Sunday hours for a Class B license shall be eleven o'clock (11:00) A.M. to twelve o'clock (12:00) midnight, except New Year's Eve hours shall be extended to two o'clock (2:00) A.M. All patrons will be asked to leave the premises one-half (1/2) hour after closing, at which time only the employees will be allowed to be in the establishment, and no other persons on the licensed premises one-half (1/2) hour after closing shall consume alcoholic beverages. The city police will enforce this regulation by being free to enter the premises after hours. (in regards to restaurants Ord. 628, 2-21-2006)

(C) **Class C:** Class C (wine cellar, craft beer, and spirits) shall entitle the licensee to sell wine by the glass or carafe for consumption on the premises and by the bottle for consumption on or off the premises, craft or microbrew beer by the glass for consumption on the premises, craft beer for consumption on or off the premises, and craft spirits by the bottle for consumption on or off the premises. The licensee shall prohibit anyone from leaving the licensed premises with a partial bottle of alcohol that has been opened on the licensed premises. The license fee for a class C license shall be seven hundred dollars (\$700.00), payable in advance. The hours of a class C license shall be seven o'clock (7:00) A.M. to twelve o'clock (12:00) midnight weekdays and Saturdays. The Sunday hours for a class C license shall be eleven o'clock (11:00) A.M. to twelve o'clock (12:00) midnight, except New Year's Eve hours shall be extended to two o'clock (2:00) A.M. (Ord. 2015-833, 6-1-2015; amd. Ord. 2016-847, 1-19-2016)

(D) **Class D:** Class D licenses shall be known as a microbrewery and brewpub license and shall authorize the manufacture by a microbrewery or brewpub of less than fifty thousand (50,000) gallons of beer, and the storage and sale of such beer, per year to distributors, retailers, and to nonlicensees, in accordance with the provisions of 235 Illinois Compiled Statutes 5/1-1 et seq., cited as the liquor

control act. Said licensee to receive one retailer's license for the premises in which he actually conducts such business, permitting only the sale of beer manufactured on such premises, but no such person shall be entitled to more than one retailer's license. The annual fee for such a license shall be six hundred fifty dollars (\$650.00), paid in advance. The hours for such a license shall be seven o'clock (7:00) A.M. to twelve o'clock (12:00) midnight on all days except Sundays. Sunday hours shall be eleven o'clock (11:00) A.M. to twelve o'clock (12:00) midnight, except New Year's Eve hours shall be extended to two o'clock (2:00) A.M. (Ord. 547, 6-17-2002; and Ord. 2016-847, 1-19-2016)

(E) Class E: Class E (caterers) shall be known as a caterer license and shall authorize the sale of alcoholic liquors for consumption on the licensed premises and shall be limited to serving of invited guests at private catered functions. Such licenses shall be issued only to individuals or entities defined as "caterers", which shall mean individuals or entities preparing and serving meals or food items for consumption on the licensed premises for private functions, such as weddings, receptions, dinners, and banquets, and which are not open to the general public at regularly established business hours. Additionally, to qualify as a "caterer", the license holder must have a minimum of sixty five percent (65%) of their sales revenues from the sale of food. The service of alcoholic liquor by a person holding a class F license shall be by employees of the licensed caterer only and shall be served only on the premises licensed to conduct such catered functions. The service of alcoholic liquor shall only take place during a catered function at the licensed premises. If such licensed premises, in any licensed year, from May 1 through April 30, serves alcohol at more than twenty five (25) catered functions, then such licensee shall be required to obtain a class B license as set forth under this section for the following year, commencing the following May 1. The license fee for a class E license shall be five hundred dollars (\$500.00) per annum, paid in advance. The hours of a class F license shall be seven o'clock (7:00) A.M. to two o'clock (2:00) A.M. weekdays and Saturdays. The Sunday hours for a class E license shall be between eleven o'clock (11:00) A.M. to twelve o'clock (12:00) midnight, except New Year's Eve hours shall be extended to two o'clock (2:00) A.M. All patrons will be asked to leave the premises one-half ($\frac{1}{2}$) hour after closing, at which time only the employees of the caterer will be allowed to be in the establishment, and no persons on the licensed premises one-half ($\frac{1}{2}$) hour after closing shall consume alcoholic beverages. The city police will enforce this regulation by being free to enter the premises after hours. Alcoholic liquor may only be served by a class E license holder during a catered function, and a caterer shall not be permitted to maintain a bar or offer alcohol for sale at retail except during such catered functions. (Ord. 653, 9-4-2007)

(F) Class F: Class F (recurring event) shall be known as a recurring event license and shall authorize the sale of beer only, for consumption on the licensed premises, and shall be limited to serving of individuals attending such recurring events. A class F license shall be applicable only to individuals or entities that conduct recurring events of at least ten (10) during the license year of May 1 through April

30, but not more than fifty (50) such events, all of which must be open to the public. To qualify for a recurring event license, the license holder must establish that it holds recurring events on the licensed premises as herein set forth, and the holder shall be authorized to serve beer only to the patrons of such events, only on the days of the events, with the beer to be served only by employees of the licensee. The license fee for a class F license shall be five hundred dollars (\$500.00) per annum, paid in advance for recurring events numbering at least ten (10), but not more than twenty five (25) per license year, and seven hundred fifty dollars (\$750.00) per annum, paid in advance for recurring events numbering at least twenty six (26), but not more than fifty (50), per license year. Such fee shall be paid at the time of the application, at which time the applicant must disclose the number of anticipated recurring events and pay the appropriate fee. If an individual or entity applies for a license and pays the annual fee for up to twenty five (25) events but, during the license year, goes over twenty five (25) events, such licensee shall immediately pay the additional license fee of two hundred fifty dollars (\$250.00) to the city of Lincoln, which must be paid prior to the twenty sixth such recurring event. The hours of a class F license shall be only the days of a scheduled recurring event from one o'clock (1:00) P.M. on the day of the event until twelve o'clock (12:00) midnight on the day of said event when such events occur on a day other than Sunday. When such recurring event is on a Sunday, the hours during which they will be permitted to sell beer will be from one o'clock (1:00) P.M. until eleven o'clock (11:00) P.M. on the day of the event. All patrons attending such recurring events shall be required to leave the licensed premises one-half ($\frac{1}{2}$) hour after the expiration of the time for authorized sales of beer, at which time only the employees of the license holder will be allowed to be on the licensed premises, and no person on the licensed premises shall be permitted to consume beer or any other alcoholic beverages after one-half ($\frac{1}{2}$) hour following the time for sales of beer to cease. No beer or other alcoholic beverage may be brought onto the licensed premises at any recurring event, and only beer purchased from the licensee shall be permitted on the licensed premises during such recurring events. Beer may only be sold by a class F license holder during a recurring event, during the hours as herein set forth, and a class F license holder shall not be permitted to maintain a bar or serve alcohol or beer for sale at retail except during such recurring event during the hours as herein set forth. The city police of the city of Lincoln will enforce the hours and the terms of this license by being free to enter upon the licensed premises, both during and after the allowable hours of sale. (Ord. 671, 3-17-2008)

- (G) Temporary Permit: The liquor commissioner shall have the discretionary power to issue a temporary permit for the sale of beer and wine only, and only during the hours allowed under a license as in this chapter allowed; provided, such beer and wine shall be consumed on the premises of any banquet, bazaar, fair, or any similar private or public assembly where food or drink is sold, served or dispensed, except that wine sold at such events by wine growers or vineyards may be sold in its original package, only as to those wines produced by such wine growers or vineyards, in addition to the serving of such wine on the premises.

Such temporary permit shall be issued upon written application containing the same information required in an application for a license hereunder. Such temporary permit shall be for a period of not more than ten (10) days. The liquor commissioner can refuse, upon good cause, to issue any such temporary permit in his or her sole discretion. The fee for such temporary permit shall be twenty dollars (\$20.00) for each day or fraction thereof of the period for which such permit is issued and shall be paid at the time the application is made. The applicant shall execute and file with the application a bond to the city in the penal sum of one thousand dollars (\$1,000.00), conditioned as required in the bond for a license hereunder. The liquor commissioner shall have the power to revoke for cause any or all temporary permits issued under the terms of this chapter. The temporary permits shall not be subject to the provisions of section [3-7-6](#) or [3-7-12](#) of this chapter (Ord. 563, 4-7-2003; amd. Ord. 653, 9-4-2007; Ord. 671, 3-17-2008)

(II) Club Permits: Any "club", as defined in this chapter, shall be entitled to obtain a permit and not a license for the sale of alcoholic liquors for consumption only, on premises permanently occupied by any such club. All clubs desiring such a permit shall pay an annual permit fee of three hundred fifty dollars (\$350.00) per annum.

(I) Separate Application For Each Class Of Liquor Licenses: Separate applications must be filed for separate classes of licenses by any applicant desiring to carry on more than one licensed business, and a separate license or permit must be obtained for such location by applicant desiring to carry on a licensed business at more than one location.

(J) Expiration: All such licenses and permits shall expire on April 30 next following the date of issue, but in any case where the period from the date of issue to April 30 next following is less than one full year, the license and permit fee shall be reduced in proportion to the full calendar months which have expired in the license year prior to the issuance of such license. (Ord. 250, 12-7-1987; amd. Ord. 547, 6-17-2002; Ord. 653, 9-4-2007; Ord. 671, 3-17-2008)

(K) Yearly Sales Summary: Anyone holding a license pursuant to any of the previous subsections of this section shall, on or before January 30 of each year, submit to the city of Lincoln liquor commission, without request by said liquor commission, a detailed summary of its sales for the preceding calendar year itemizing the amount of sales from liquor and the amount of sales from food at such licensed premises. If the information provided to the city of Lincoln liquor commission pursuant to this section indicates that the license holder currently holds an incorrect license, based on the prior year's sales, such license holder shall be required to obtain the correct license during the application process for any license to be effective as of May 1 of such year. (Ord. 628, 2-21-2006; amd. Ord. 653, 9-4-2007; Ord. 671, 3-17-2008)

(L) Video Gaming Terminals: No licensee or applicant whose place of business obtained an initial license or permit, class B or lower, for the sale of alcohol who operates a video gaming terminal and fails to derive at least thirty percent (30%) or more of its gross annual revenues from sources other than video gaming terminals then they are subject to a fine of \$500,00. After three consecutive years of non-compliance then the liquor commission may decide to not renew their liquor license.

3-7-6: NO VEST INTEREST CREATED; CHANGES IN LOCATION; LIMITATIONS OF NUMBER ISSUED

(D) There are no limitations on the amount of liquor licenses, regardless of the class, that can be granted. Each License is subject to the approval of the liquor commission and the licensee acknowledges they are subject to revocation without due cause being shown.