

CITY OF LINCOLN
REGULAR COMMITTEES-OF-THE-WHOLE (COW) MEETING AGENDA
TUESDAY, SEPTEMBER 10, 2019
CITY HALL COUNCIL CHAMBERS
7:00 PM

1. Call to Order.
2. Pledge of Allegiance.
3. Public Participation:
4. Proclamation for the City's Recognition of the 232d Year Anniversary of the drafting of the US Constitution; Submitted by Lincoln, IL's Chapter of the Daughters of the American Revolution (DAR).
5. Request to Permit Whitewashing on Wyatt Ave. From S. Kickapoo St. to the Lincoln Community High School on Wednesday and Thursday Evenings, September 18 and 19, 2019, for Homecoming Festivities. At the Same Time Will Whitewash on the Streets Immediately in Front of the Senior Players' Homes. Submitted by Tara Morris of the LCHS Football Boosters Club. A Certificate of Insurance is Included With the Application.
6. Hanson Professional Services, Inc.'s Supplement of \$15,438.00 for work to date on the Fifth St. Rd. Project Design.
7. Replacement of Sewerage Treatment Plant's John Deere Gator for a 2018 John Deere Gator for \$18,675.00, with trade-in.
8. Bid Opening for CMT Union Street Lift Station Project.
9. Bid Opening for General Cleaning Services of City Buildings.
10. Lincoln Sewerage Treatment Plant's CSO Solids Removal Project Update.
11. Solar Energy Panels RFP.
12. Legalized Marijuana Dispensary City Council Endorsement Resolution.
13. Legalized Marijuana Dispensary 3% Tax Ordinance.
14. Overall Update of the Progress on the City's Portion of the Fifth Street Road Project and Eminent Domain Letters From the City Sent to Non-Responsive Fifth Street Road Property Owners.
15. Committees Structure.
16. Announcements:
17. Executive Session pursuant to 2(c)1, Personnel, and 2(c)11, Possible or Potential Litigation.
18. Adjournment.
19. Upcoming Meetings:
Committees-of-the-Whole (COW) Meeting: Tuesday, September 24, 2019 – City Council Members are to Wear Pink Clothing to the Meeting to Have a Photograph Taken Afterwards by Lincoln Daily News for Support of October Breast Cancer Awareness Month.

PROCLAMATION

2019 - _____

Anniversary of the Drafting of the Constitution

WHEREAS: It is the privilege and duty of the American people to commemorate the two hundred and thirty-second anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and activities; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through 23rd as Constitution Week,

NOW, THEREFORE I, Seth Goodman, by virtue of the authority vested in me as Mayor of the City of Lincoln in the State of Illinois do hereby proclaim the week of September 17th through 23rd as

CONSTITUTION WEEK

And urge all citizens to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 16th day of September of the year of our Lord, Two thousand nineteen.

Signed _____ Seal Attest _____

REQUEST TO PERMIT

SEP 04 2019

DATE: 9-4-2019

RECEIVED

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

LCHS Football Booster members to whitewash
Wyatt Ave. from Kickapoo St. to the high school on
Wednesday and Thursday evenings September
18th + 19th, 2019 for homecoming festivities. We also request
to whitewash immediately in front of our senior players
homes at the same time. Thank you for your consideration
and for your support of the LCHS football team.

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: Tara Morris

Address: 1302 1300th St.

Lincoln, IL 62656

Phone: 217-828-0370 Cell: Same

Email: tara.morris@heartland.edu



CERTIFICATE OF LIABILITY INSURANCE

OP ID: LK

DATE (MM/DD/YYYY)

08/23/2018

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

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

PRODUCER RFG 713 713 North Bloomington Streator, IL 61364 Craig Ramza II	CONTACT NAME:	
	PHONE (A/C, Mo, Ext):	FAX (A/C, Mo):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	LINCO-4
INSURED Lincoln CHSD #404 1000 Rafter Way Lincoln, IL 62656	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	Market - WSI
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WORD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		CND-IL-EPP-12417-000	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMPOD AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY		CND IL CAP 12416 000	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	CND IL EXL 12420 000	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 5,000,000
	DEDUCTIBLE					AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/> N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$
	(If yes, describe under DESCRIPTION OF OPERATIONS below)					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)


The City of Lincoln is listed as an Additional Insured in regards to use of all city grounds, streets, and facilities for any and all LCHS events as their interest may appear

CERTIFICATE HOLDER

CANCELLATION

CITY OF LINCOLN CITY HALL CITY CLERK'S OFFICE P.O. BOX 509 LINCOLN, IL 62656	CTYLINC
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Craig Ramza II <i>Craig Ramza/llw</i>

© 1988-2009 ACORD CORPORATION. All rights reserved.

Local Public Agency City of Lincoln	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation Supplement No. 5	CONSULTANT	Consultant Hanson Professional Services, Inc.
County Logan				Address 1525 S. Sixth Street
Section 98-00081-00-PV				City Springfield
Project No. HPP-1391 (003)				State IL
Job No. C-96-300-12				Zip Code 62704
Contact Name/Phone/E-mail Address Elizabeth Kavelman 217-732-2122 bkavelman@lincoln.il.gov				Contact Name/Phone/E-mail Address Julie Shipp 217-747-9275 jshipp@hanson-inc.com

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Fifth Street Roadway Improvements Route FAS 569/FAU 7708 Length 8400 ft Structure No. NA

Termini Lincoln Parkway (FAP 5) to Interstate 55 (FAI 55)

Description Hanson Professional Services Inc. (Hanson) has been requested to complete additional work for the PE II and right-of-way documents. The additional tasks to be completed are detailed below. Additional compensation has been added to accommodate the work being completed by the subcontractor and consultant. This agreement amends the original agreement between the LA and ENGINEER dated May 15, 2006 and approved by the DEPARTMENT on July 28, 2006.

Agreement Provisions

I. THE ENGINEER AGREES,

- To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LPA for the proposed improvement herein described.
- To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LPA or STATE.
- To complete the services herein described within _____ calendar days from the date of the Notice to Proceed from the LPA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
- That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
- That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.

9. The undersigned certifies neither the ENGINEER nor I have:

- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
- b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
- c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
- d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
- e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
- f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
- g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.

11. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).

13. Scope of Services to be provided by the ENGINEER:

- ☐ Make such detailed surveys as are necessary for the planning and design of the PROJECT.
- ☐ Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
- ☐ Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
- ☐ Design and/or approve cofferdams and superstructure shop drawings.
- ☐ Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
- ☐ Prepare the necessary environmental and planning documents including the Project Development Report or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
- ☐ Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
- ☐ Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
- ☐ Prepare preliminary roadway and drainage structure plans and meet with representatives of the LPA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
- ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
- ☐ Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
- ☐ Furnish the LPA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Supplemental Services to be Completed by Consultant

Planning:

- Field Visits with Property Owners – assume 7
- Review Property Owner Impacts and Field Conditions
- Coordinate Commitments through Negotiations

Plan Production and Design Changes:

- Adjustment and Addition of Entrances – Assume 14
- Design Changes for Property Owner Commitments
- Add culverts under entrances
- Revised Drainage Schedules
- Revise Pavement Schedules
- Adjust grading limits with the removal of bike path grading. Leave graded shelf in embankment at west Westminster and to the east.
- Revise earthwork Schedule
- International Paper Company – Place drainage along property frontage in buried storm sewer system. Add inlets to collect runoff. Remove bike path grading along frontage and place as much drivable surface as possible. Reduce ROW impacts with the removal of bike path and ditches.

Status and Coordination Meetings:

- City Council Meetings/Workshops – assuming 8
- Public Hearing in Lincoln, IL
- Meetings between Consultant and Client – assuming 6
- Property Owner Meetings – assuming 5
- Utility Coordination Meeting
- Union Pacific Railroad Coordination Meeting

Final Submittals:

- IDOT has requested another submittal prior to final for Local Roads review.
- Provide disposition of comments from pre-final submittal along with updated plans.
- Address final comments
- Package final documents for letting

Union Pacific Railroad:

- UPRR Cost Estimate for Project Management and Design Review
- Finalizing Construction and Maintenance Agreement

Subconsultant Services:

Title Commitment Acquisition:

- Obtain twelve (12) additional title commitments

Plat Updates and Additions:

- New Plat for RY JIII Property
- Ten (10) plat revisions

Set Property Corners:

- Rate increases to budget and mobilization costs

II. THE LPA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee

- ☒ CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
☐ CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
☐ CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
IHDC = In House Direct Costs
OH = Consultant Firm's Actual Overhead Factor
R = Complexity Factor

Specific Rate

☐ (Pay per element)

Lump Sum

☐ _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 805 ILCS 5/5-409:

☐ With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
5. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40 USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LPA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LPA or to the STATE, without restriction or limitation as to their use.
3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LPA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LPA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
 - c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
 - e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
 - f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
 11. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Hanson Professional Services Inc. – Original Agreement	37-0844717	\$344,999.61
Hanson Professional Services Inc. – Supplement 1	37-0844717	\$76,528.71
Hanson Professional Services Inc. – Supplement 2	37-0844717	\$0.00
Hanson Professional Services Inc. – Supplement 3	37-0844717	\$79,112.20
Hanson Professional Services Inc. – Supplement 4	37-0844717	\$4,237.09
Hanson Professional Services Inc. – Supplement 5	37-0844717	\$48,045.58

Sub-Consultants:	TIN Number	Agreement Amount
Prairie Engineers – Original Agreement		\$0.00
Prairie Engineers – Supplement 1		\$0.00
Prairie Engineers – Supplement 2		\$36,935
Prairie Engineers – Supplement 3		\$11,955
Prairie Engineers – Supplement 4		\$8,250
Prairie Engineers – Supplement 5		\$15,438.00
Sub-Consultant Total:		\$70,578.00
Prime Consultant Total:		\$552,923.19
Total for all Work:		\$623,501.19

Executed by the LPA:

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

Clerk

Title: _____

(SEAL)

Executed by the ENGINEER:

ATTEST:

Hanson Professional Services, Inc.

By: _____

By: _____

Title: _____

Title: _____

2020	0	85.00	\$	58.84	\$	31.54	0	22.97	\$	20.00	\$	21.75	\$	22.14
2016	\$70.00	\$66.12	\$47.26	\$36.11	\$26.38	\$44.11	\$39.37	\$38.26						
2015	\$76.00	\$68.00	\$81.00	\$58.00	\$25.57	\$48.82	\$40.00	\$32.34						

[illegible]

Supplemental Services to Complete Fifth Street Titlework and Plats

Title Commitment Acquisition:

Obtain ten (12) additional title commitments – $12 \times \$100/\text{each} + \$1,200 \text{ labor} = \$2,400$

Plat Updates and Additions:

New Plat for RY Jill Property = \$3,000

Ten (10) plat revisions – $10 \text{ updates} \times \$900/\text{each} = \$9,000$

Set Property Corners:

Rate increases to budget and mobilization costs (no longer local) - \$1,038

Total Supplement = \$15,438.00



CITY OF LINCOLN, ILLINOIS

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

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

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln
FROM: Veolia (Lincoln Wastewater Dept)
MEETING DATE: Tuesday, September 3, 2019
IN RE: John Deere Gator Replacement

Background

The City has funding set aside to replace the current John Deere Gator (6 wheeler) at the wastewater dept. It is no longer cost effective to keep the old unit in service and this asset is highly needed to conduct wastewater operations.

Analysis/Discussion

Quotes from John Deere, Kubota, and Polaris are included. Due to price, dependability, and history we strongly recommend / request your approval to purchase the John Deere Gator.

Fiscal Impact

\$18,675.00 is needed to complete the purchase and trade in agreement stated in the quote.

COW Recommendation

Council Recommendation

Please feel free to contact me if you have further questions. Thank you for your time.

CITY COUNCIL

FIRST WARD
STEVE PARROTT
TRACY WELCH

SECOND WARD
KATHRYN SCHMIDT
SAM DOWNS

THIRD WARD
KEVIN BATEMAN
RON KELLER

FOURTH WARD
JEFF HOINACKI
KATHY HORN



JOHN DEERE

Quote Summary

Prepared For:
City Of Lincoln Sewage Department
City Hall
Lincoln, IL 62656
Business: 217-732-2144

Prepared By:
Stan Anderson
AHW LLC
150 State Route 10
New Holland, IL 62671
Phone: 217-445-2212
Mobile: 217-306-2483
sanderson@ahwllc.com

Quote Id: 19034313
Created On: 25 February 2019
Last Modified On: 01 March 2019
Expiration Date: 29 March 2019

Equipment Summary	Suggested List	Selling Price	Qty	Extended
2018 JOHN DEERE XUV835M Cab Non-HVAC (MY18) - 1M0835MBLJM010484	\$ 24,102.01	\$ 19,025.00 X	1 =	\$ 19,025.00

Equipment Total **\$ 19,025.00**

Trade In Summary	Qty	Each	Extended
1998 JOHN DEERE GATOR 6X4 - W006X4X033512	1	\$ 350.00	\$ 350.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 350.00
Trade In Total			\$ 350.00

Quote Summary	
Equipment Total	\$ 19,025.00
Trade In	\$ (350.00)
DOC FEE	\$ 0.00
MFG RETAIL BONUS	\$ 0.00
SubTotal	\$ 18,675.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 18,675.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 18,675.00

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

Selling Equipment

Quote Id: 19034313

Customer: CITY OF LINCOLN SEWAGE DEPARTMENT

2018 JOHN DEERE XUV835M Cab Non-HVAC (MY18) - 1M0835MBLJM010484				
Hours:	0			Suggested List
Stock Number:	316345			\$ 24,102.01
				Selling Price
				\$ 19,025.00
Code	Description	Qty	Unit	Extended
5731M	XUV835M CAB CAMO POWER STEERING UTILITY VEHICLE	1	\$ 19,999.00	\$ 19,999.00
Standard Options - Per Unit				
5731M001A	COUNTRY CODE- US/CANADA	1	\$ 0.00	\$ 0.00
5731M0508	PR - CAB	1	\$ 0.01	\$ 0.01
5731M1009	MAXXIS BIGHORN 14" BLACK	1	\$ 862.00	\$ 862.00
5731M2031	SEAT,FRONT,40/60 SPLIT,BLACK	1	\$ 0.00	\$ 0.00
5731M2502	COMPNTS,XUV,835M,CAMO	1	\$ 650.00	\$ 650.00
5731M3006	CARGO BOX,POLY W/TAI LIGHTS	1	\$ 360.00	\$ 360.00
5731M3101	CARGO BOX POWER LIFT	1	\$ 849.00	\$ 849.00
5731M4001	REAR PANEL/WINSHIELD/DOORS	1	\$ 0.00	\$ 0.00
5731M4030	KIT, ROOF, BLACK - 1ROW	1	\$ 0.00	\$ 0.00
5731M4199	LESS REAR PROTECTION	1	\$ 0.00	\$ 0.00
5731M4201	BRUSH GUARD, HD FRONT	1	\$ 322.00	\$ 322.00
	Standard Options Total			\$ 3,043.01
Dealer Attachments				
Curtis Heat	Curtis Electric Heater-Installed	1	\$ 325.00	\$ 325.00
	Dealer Attachments Total			\$ 325.00
	Value Added Services Total			\$ 0.00
Other Charges				
	Freight	1	\$ 600.00	\$ 600.00
	Setup	1	\$ 135.00	\$ 135.00
	Other Charges Total			\$ 735.00
	Suggested Price			\$ 24,102.01
Customer Discounts				
	Customer Discounts Total		\$ -5,077.01	\$ -5,077.01
Total Selling Price				\$ 19,025.00

Confidential



Trade In

Quote Id: 19034313

Customer: CITY OF LINCOLN SEWAGE DEPARTMENT

Machine Details	
1998 JOHN DEERE GATOR 6X4 SN# W006X4X033512	
Description	Net Trade Value
1998 JOHN DEERE GATOR 6X4 SN# W006X4X033512 Your Trade In Description	\$ 350.00
Total	5,350.00

SHOP ONLINE www.hartfordcourtsports.com



YAMAHA POLARIS HONDA Kawasaki SUZUKI

DATE 4-25-2017		SALESPERSON Ald.	
PURCHASER INFORMATION			
NAME City of Lincoln		PH _____ ALT PH _____	
ADDRESS NAME		LEAD SOURCE	
ADDR #S		TRADING ACCT	
CITY Lincoln ST IL ZIP 62616		CREDIT LMT	
FAX#		OTHER	
FINANCING			
SELECTED			
YEAR 2016	MAKE Dodge	MODEL Hornet	
VIN NUMBER 1H4B3G6A7G000000	COLOR Gray	FARM USE <input type="checkbox"/>	
APPROXIMATE TOTAL \$4,000.00			
TRADE IN INFORMATION		SELLING PRICE	
<input type="checkbox"/> MOTORCYCLE <input type="checkbox"/> ATV <input type="checkbox"/> UTV <input type="checkbox"/> WATERCRAFT <input type="checkbox"/> 1UP <input type="checkbox"/> 2UP <input type="checkbox"/> 3UP <input type="checkbox"/> TRAILER <input type="checkbox"/> OTHER _____		AMBROSIO'S WORKS 1000 S. 1st St. Lincoln, NE 68502 (402) 441-1111 www.ambrosiosworks.com	
YEAR _____		MOTORCYCLE _____	
MAKE _____		WATERCRAFT _____	
MODEL _____		TRAILER _____	
MILEAGE _____ HOURS _____		UTV _____	
COLOR _____		ATV _____	
PAYMENT AMOUNT LEFT \$ _____		TOTAL DUE _____	
LENDER _____		TOTAL PAID _____	
NOTES _____		TOTAL CASH _____	
		TOTAL DOWN PAYMENT _____	
		TOTAL INTEREST _____	
		TOTAL TAXES _____	
		TOTAL FEES _____	
		TOTAL TITLE _____	
		TOTAL REGISTRATION _____	
		TOTAL SALES TAX _____	
		TOTAL DELIVERY _____	
		TOTAL PREPARE _____	
		TOTAL WAREHOUSE _____	
		TOTAL DOCUMENTS _____	
		TOTAL FINANCE CHARGE _____	
		TOTAL NET COST _____	
		TOTAL GROSS PROFIT _____	
		TOTAL NET PROFIT _____	
		TOTAL LOSS _____	
		TOTAL BREAK-EVEN POINT _____	
		TOTAL RISK _____	
		TOTAL RETURN ON INVESTMENT _____	
		TOTAL ROI _____	
		TOTAL IRR _____	
		TOTAL NPV _____	
		TOTAL PV _____	
		TOTAL FV _____	
		TOTAL PMT _____	
		TOTAL RATE _____	
		TOTAL TERM _____	
		TOTAL TYPE _____	
		TOTAL VALUE _____	
		TOTAL WEIGHT _____	
		TOTAL LENGTH _____	
		TOTAL WIDTH _____	
		TOTAL HEIGHT _____	
		TOTAL AREA _____	
		TOTAL VOLUME _____	
		TOTAL MASS _____	
		TOTAL ENERGY _____	
		TOTAL POWER _____	
		TOTAL FORCE _____	
		TOTAL PRESSURE _____	
		TOTAL TEMPERATURE _____	
		TOTAL HUMIDITY _____	
		TOTAL WIND SPEED _____	
		TOTAL WIND DIRECTION _____	
		TOTAL SUNLIGHT _____	
		TOTAL MOONLIGHT _____	
		TOTAL STARLIGHT _____	
		TOTAL METEORITE _____	
		TOTAL COMET _____	
		TOTAL GALAXY _____	
		TOTAL UNIVERSE _____	
		TOTAL GOD _____	
		TOTAL DEVIL _____	
		TOTAL ANGEL _____	
		TOTAL DEMON _____	
		TOTAL SPIRIT _____	
		TOTAL SOUL _____	
		TOTAL HEART _____	
		TOTAL MIND _____	
		TOTAL BODY _____	
		TOTAL SPIRITUALITY _____	
		TOTAL RELIGION _____	
		TOTAL PHILOSOPHY _____	
		TOTAL SCIENCE _____	
		TOTAL ART _____	
		TOTAL MUSIC _____	
		TOTAL DANCE _____	
		TOTAL THEATRE _____	
		TOTAL CINEMA _____	
		TOTAL TELEVISION _____	
		TOTAL RADIO _____	
		TOTAL INTERNET _____	
		TOTAL VIDEO _____	
		TOTAL AUDIO _____	
		TOTAL TEXT _____	
		TOTAL IMAGE _____	
		TOTAL SOUND _____	
		TOTAL TASTE _____	
		TOTAL SMELL _____	
		TOTAL TOUCH _____	
		TOTAL FEEL _____	
		TOTAL THINK _____	
		TOTAL KNOW _____	
		TOTAL BELIEVE _____	
		TOTAL LOVE _____	
		TOTAL HATE _____	
		TOTAL WAR _____	
		TOTAL PEACE _____	
		TOTAL LIFE _____	
		TOTAL DEATH _____	
		TOTAL REBIRTH _____	
		TOTAL RESURRECTION _____	
		TOTAL JUDGMENT _____	
		TOTAL HEAVEN _____	
		TOTAL HELL _____	
		TOTAL PARADISE _____	
		TOTAL PURGATORY _____	
		TOTAL LIMBO _____	
		TOTAL PANDORA _____	
		TOTAL ELYSIUM _____	
		TOTAL VALHALLA _____	
		TOTAL ASGARD _____	
		TOTAL MIDGARD _____	
		TOTAL NIFLHEIM _____	
		TOTAL MUSPELLHEIM _____	
		TOTAL SWANHILD _____	
		TOTAL VANIR _____	
		TOTAL JAFNAR _____	
		TOTAL SUKKHAVATI _____	
		TOTAL ARRAKHOUS _____	
		TOTAL AVASTHA _____	



September 6, 2019

Honorable Seth Goodman and City Council Members
700 Broadway Street
Lincoln, Illinois, 62656

Re: Union Street Pump Station Bid Evaluation

Dear Mr. Goodman and City Council Members:

Crawford, Murphy and Tilly, Inc. (CMT) has reviewed the bids received on September 4, 2019 for the Union Street Pump Station project. The apparent low responsive/responsible bidder is Stark Excavating with a lump sum base bid of \$3,429,900.

CMT has completed an evaluation on the apparent low bidder, Stark Excavating. Although CMT has previously worked with Stark Excavating on numerous projects and would rank them as a competent contractor on municipal water and wastewater treatment projects, we sought to include supplemental input pertaining to other projects.

Urbana-Champaign Sanitary District (UCSD) was contacted for a reference on a completed project for the 2nd Street Pump House and Forcemain. UCSD staff noted that Stark Construction does good work and has completed not only this project but several other projects that were completed successfully. The project was completed on schedule with no unnecessary change order requests. In one case, there was a warranty issue and Stark Construction returned to complete the warranty work without issue. UCSD staff was complementary of Stark Construction's staff noting their project manager was highly qualified.

Bloomington-Normal Water Reclamation District (BNWRD) was contacted for a reference on several combined sewer overflow projects completed in past years. BNWRD staff noted that Stark Excavating has done significant work for the District over the years and has performed well. Their concrete work was of good quality and they handled both large and small projects equally efficiently. There were no excessive change order requests and schedule was met.

The City of Bloomington was contact for a reference pump station and sewer projects completed in past years. City staff noted that Stark Excavating is on the City's list of Qualified Bidders and as such the quality of their work has been good. They have done extensive work over multiple decades for the city and have consistently met schedule and have not requested unnecessary change orders. The City's opinion is the quality of plans has been the chief driver on change order requests.

Crawford, Murphy & Tilly

Centered in Value

2750 W Washington Street Springfield, Illinois 62702 PHONE 217.787.8050 FAX 217.787.4183 cmtangr.com Engineers and Consultants



CMT noted that Stark Excavating intends to self-perform all work greater than 10% of the total contract value so there were no subcontractors to verify. Based on the evaluations noted, CMT recommends the City of Lincoln make a tentative award of the Union Street Pump Station project to Stark Excavating. The total contract amount shown on the Notice of Intent to Award is \$3,429,900.

Should the City have any questions regarding this evaluation, please contact me at 217-572-1092 to discuss.

Sincerely,

A handwritten signature in cursive script that reads 'Christina Crites'.

Christina Crites
Vice President
Crawford, Murphy and Tilly, Inc.

CONTRACTING REQUIREMENTS

Document 00 50 50 – Notice of Intent to Award

TO: Stark Excavating, Inc.
(Apparent Low Bidder)

OWNER'S PROJECT NO. 17000126-00

PROJECT UNION STREET PUMP STATION

You are hereby notified that your Bid dated September 4, 2019, for the above Project has been considered by the Owner. You are the Apparent Low Bidder and it is the Owner's intent to award this contract to you within the bid opening period stated in the Contract Documents.

This Notice-of-Intent-to-Award is contingent on all of the following:

- 1) The owner's receipt of the IEPA Water Pollution Control Loan Program loan commitment.

The Contract Price of your contract is Three Million Four Hundred Twenty Nine Thousand Nine Hundred Dollars and No Cents.(\$3,429,900.00)

You must acknowledge and return two (2) original copies of this Notice-of-Intent-to-Award to the Owner within seven (7) calendar days of the date of this notice, that is by September 23, 2019.

By order of the City of Lincoln, City Council, Issued and dated the 16th day of September, 2019.

OWNER: CITY OF LINCOLN

By _____
(Signature of authorized person)

Seth Goodman
(Name of authorized person)

Mayor
(Title of authorized person)

Receipt and acceptance of the above Notice-of-Intent-to-Award is hereby acknowledged this _____ day of _____, by:

APPARENT LOW BIDDER: Stark Excavating, Inc.

By _____
(Signature of authorized person)

(Name of authorized person)

(Title of authorized person)

END OF DOCUMENT 00 50 50



CITY OF LINCOLN, ILLINOIS

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

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

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln
FROM: Veolia (Lincoln Wastewater Dept)
MEETING DATE: Tuesday, September 3, 2019
IN RE: CSO Sludge Removal Project

Background

Solids in Drying Beds need to be hauled to Indian Creek Landfill, to make room for sludge removal from CSO tank in order to properly inspect foundation for upcoming project.

Analysis/Discussion

Quotes from Patrick Lee Trucking to haul an estimated 50 loads of solids to Indian Creek Landfill & Martin TriState for equipment rental estimated per week. A summary of the budget needed to complete this task from Veolia is included.

Fiscal Impact

\$18,070.00 is needed to proceed with this project, and is scheduled for Monday, September 16 - Friday, September 20, 2019.

COW Recommendation

Council Recommendation

Please feel free to contact me if you have further questions. Thank you for your time.

CITY COUNCIL

FIRST WARD
STEVE PARROTT
TRACY WELCH

SECOND WARD
KATHRYN SCHMIDT
SAM DOWNS

THIRD WARD
KEVIN BATEMAN
RON KELLER

FOURTH WARD
JEFF HOINACKI
KATHY HORN



CSO SLUDGE REMOVAL PROJECT

Quantity	Item	Cost	Estimated Need
			1 week
1	Deere 350D Super Long Front Weekly Rental	\$ 4,220.00	
	up to 40 hours		\$ 4,220.00
	Delivery	\$ 1,200.00	\$ 1,200.00
	Pick Up	\$ 1,200.00	<u>\$ 1,200.00</u>
			\$ 6,620.00
			1 week
1	Deer 544K or 624K Weekly Rental	\$ 1,850.00	
	up to 40 hours		\$ 1,850.00
	Delivery	\$ 300.00	\$ 300.00
	Pick Up	\$ 300.00	<u>\$ 300.00</u>
			\$ 2,450.00
			50 Loads
1 load	Patrick Lee Trucking Hauling	\$ 180.00	\$ 9,000.00
<hr/>			
Total			\$18,070.00

Veolia North America
150 W. Kickapoo Street
Lincoln, IL 62858

Phone 217-723-4030 Fax 217-732-8598

www.veolianorthamerica.com

MARTIN TRI-STATE

Equipment CONSTRUCTION EQUIPMENT CORP.

QUOTATION FROM SPRINGFIELD, IL

GOODFIELD, IL
Jct. I-74 & Rt 117
Phone: (309) 965-2602
Fax: (309) 965-2711

CEGAR RAPIDS, IA
2900 8th St., S.W.
Phone: (309) 366-0615
Fax: (309) 366-7545

ROCK ISLAND, IL
3720 - 65th Ave. West
Phone: (309) 787-8106
Fax: (309) 787-1983

DUBUQUE, IA
Tamarack Business Park
Phone: (319) 588-1950
Fax: (319) 588-3686

TOLONO, IL
887 U.S. Rt. 45
Phone: (217) 485-6755
Fax: (217) 485-6795

ASHLAND, MO
R.R. #2 Hwy. 63 & Y
(573) 667-2154
(573) 657-1012

SPRINGFIELD, IL
2384 J. David Jones Pkwy.
Phone: (217) 528-4347
Fax: (217) 525-0618

PALMYRA, MO
Route #1 - US. 61 & 24 North
Phone: (573) 788-2274
Fax: (573) 788-3880

PERU, IL
Terminal Road, Box 141
Phone: (815) 224-4711
Fax: (815) 224-4681

ROCKFORD, IL
5280 11th St.
Phone: (815) 874-2458
Fax: (815) 874-2445

TO: CITY OF LINCOLN

QUOTE REF #:

SLS #:

TERMS:

DATE: August 23, 2019

DELIVERY:

F.O.B.:

QTY	DESCRIPTION	COST EA.	TOTAL
1	DEERE 350D SUPER LONG FRONT WEEKLY RENTAL FOR UP TO 40 HOURS	\$4,220.00	
1	DELIVERY	\$1,200.00	
1	PICK UP PLUS PERMITS	\$1,200.00	
1	DEERE 544K OR 624K WEEKLY RENTAL FOR UP TO 40 HOURS	\$1,850.00	
1	DELIVERY	\$300.00	
1	PICK UP	\$300.00	
Issued By :		Subtotal	
Expire Date :		Tax	
Branch Office : SPRINGFIELD IL		Freight	
E-Mail Address :		Total	

Customer Acceptance Signature: _____

Date: _____



August 28, 2019

To: Veolia, North America
From: Patrick Lee, Patrick Lee Trucking, Inc.
Re: Rate Proposal – Lincoln Drying Beds

Delivered rates for material hauled from Lincoln drying beds to Indian Creek Landfill:

- **50 loads @ \$180.00 per load**

Thank you in advance for your consideration. If you have questions I can be reached at (217) 306-5476.

Patrick Lee
Patrick Lee Trucking, Inc.

RESOLUTION NO. _____
**RESOLUTION PERMITTING ADULT USE MARIJUANA
DISPENSARIES TO OPEN AND OPERATE WITHIN THE CITY OF LINCOLN**

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

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

WHEREAS, the CITY OF LINCOLN acknowledges that the State of Illinois has passed Cannabis Regulation and Tax Act authorizing the sale of adult use marijuana come January 1, 2020; and

WHEREAS, the CITY OF LINCOLN desires to permit businesses within the City of Lincoln to potentially own and operate an adult use marijuana dispensary; and

WHEREAS, the CITY OF LINCOLN believes it is in the best interests of the health and welfare of the citizens of Lincoln to permit the open and operation of the adult use marijuana dispensary; and

WHEREAS, the CITY OF LINCOLN is aware there are only so many permits are going to be issued by the State for adult use marijuana dispensaries and the City Council does not want to impede any potential business by delaying City approval; and

WHEREAS, the CITY OF LINCOLN affirmatively states that this Resolution is only in regards whether or not the business will be allowed in the City of Lincoln as the City further states that further regulations on their operation (i.e. hours of operation, how many feet within a school can it exist, etc.) will likely be further passed by the City of Lincoln;

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

1. That the City of Lincoln will permit Adult Use Marijuana Dispensaries to operate within the City of Lincoln
2. That further regulations regarding the operation of a recreational marijuana dispensary is reserved at this time for future resolution/ordinance
3. Effective Date. That this Resolution is effective immediately upon passage of the same for the purposes of any potential recreational dispensary to begin the permit process with the State of Illinois, with operation to commence January 1, 2020.

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

Alderman Parrott _____	Alderman Keller _____
Alderwoman Horn _____	Alderwoman Schmidt _____
Alderman Hoinacki _____	Alderman Bateman _____
Alderman Downs _____	Alderman Welch _____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

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

ORDINANCE NO.

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE
CITY OF LINCOLN BY THE ADDITION OF TITLE XII CHAPTER 2
IMPOSING A MUNICIPAL CANNABIS RETAILERS' OCCUPATION TAX**

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 acknowledges that the State of Illinois has passed the Cannabis Regulation and Tax Act authorizing the sale of adult use marijuana come January 1, 2020; and

WHEREAS, the CITY OF LINCOLN has the authority to adopt ordinances and to promulgate rules and regulations that protect the public health, safety and welfare of its citizens; and

WHEREAS, this Ordinance is adopted pursuant to the provisions of the Illinois Municipal Cannabis Retailers' Occupation Tax Law, 65 ILCS 5/11-8-22 *et seq.* (Act); and

WHEREAS, the CITY OF LINCOLN is aware of the impending deadline of October 1, 2019 for the implantation of the tax, not whether a recreational marijuana dispensary will actually come, and therefore the City desires to move on this issue first separate and apart on whether a facility will be allowed; and

WHEREAS, this Ordinance is intended to impose the tax authorized by the Act providing for a municipal cannabis retailers' occupation tax which will be collected by the Illinois Department of Revenue;

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

1. **Recitals.** The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

2. **Adoption of Tax.** Title XIII Chapter 2 of the Lincoln Municipal Code will be amended by replacing the Chapter in its entirety to encompass the new tax (See Exhibit A).

3. What was previously Title XIII Chapter 2 'Locally Imposed and Administered Tax Rights and Responsibilities' shall become Chapter 3 of Title XIII. The entirety of what was previously Chapter 2 of Title XIII will become Chapter 3 of Title XIII.

4. **Severability.** If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance.

5. **Effective Date.** This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law, provided, however, that the tax provided for herein shall take effect for all sales on or after the first day of January 1, 2020. Copies of this Ordinance shall be certified and sent to the Illinois Department of Revenue prior to September 30, 2019.

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

Alderman Parrott	Alderman Keller
Alderwoman Horn	Alderwoman Schmidt
Alderman Hoinacki	Alderman Bateman
Alderman Downs	Alderman Welch

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

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

CHAPTER 2

MUNICIPAL CANNABIS RETAILER'S OCCUPATION TAX

13-2-1: Tax Imposed Rate

13-2-2: Collection of Tax by Retailers

13-2-1: TAX IMPOSED RATE

(a) A tax is hereby imposed upon all persons engaged in the business of selling cannabis, other than cannabis purchased under the Compassionate Use of Medical Cannabis Pilot Program Act, at retail in the City/Village at the rate of 3% of the gross receipts from these sales made in the course of that business.

(b) The imposition of this tax is in accordance with the provisions of Sections 8-11-22, of the Illinois Municipal Code (65 ILCS 5/8-11-22).

13-2-2: COLLECTION OF TAX BY RETAILERS

(a) The tax imposed by this Ordinance shall be remitted by such retailer to the Illinois Department of Revenue (Department). Any tax required to be collected pursuant to or as authorized by this Ordinance and any such tax collected by such retailer and required to be remitted to the Department shall constitute a debt owed by the retailer to the State. Retailers may reimburse themselves for their seller's tax liability hereunder by separately stating that tax as an additional charge, which charge may be stated in combination, in a single amount, with any State tax that sellers are required to collect.

(b) The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department. The Department shall have full power to administer and enforce the provisions of this article.