

CITY OF LINCOLN
REGULAR CITY COUNCIL MEETING
AGENDA
AUGUST 17, 2020
CITY HALL COUNCIL CHAMBERS
7:00 PM

Due to the State of Illinois Phase 4 of the Coronavirus Covid-19 Precautions the City of Lincoln Council will need to continue setting 6' apart in conducting a Regular City Council Meeting. If you would like to participate in public participation you may come to City Hall 2nd Floor and remain in the hall way until you are called upon. Once you speak you will be asked to leave the meeting. You may still call in for Public Participation by dialing 217-735-1612 extension 1. We ask that you keep your phone muted until you are recognized to speak by the Mayor. You may view the meeting from Channel 5 or from the city website <https://lincolnil.gov/livestream>

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Swearing in of Fire Fighters**
 - A. Andrew Carrigan – Completion of Probationary Fire Fighter
 - B. Damian Larson – New Fire Fighter
 - C. Kristopher Langley – New Fire Fighter
5. **Public Participation**
6. **Consent Agenda by Omnibus Vote**

All items under the Consent Agenda are considered to be routine in nature and/or non-controversial and will be approved by one motion. If any one wishes to have a separate vote on any item, it will be pulled from the Consent Agenda and voted on separately.

 - A. Payment of Bills.
 - B. Approval of minutes July 20, 2020 Regular City Council Meeting, July 20, 2020 Public Hearing meeting, July 28, 2020 Committee of the Whole meeting
7. **Ordinance and Resolution**
 - A. Ordinance amending the City of Lincoln's previously passed Ordinance regarding poultry.
 - B. Ordinance amending Section 6-2-3 of the City Code pertaining to Animal Control.
 - C. Ordinance amending Fire Regulation Penalties
 - D. Ordinance authorizing the purchase of real estate at 201 Ninth Street (Tabled 7/6/2020)
 - E. Resolution to approve minutes for Executive Sessions from 12/10/2019 through 7/20/2020
8. **Bids**
9. **Reports**
 - A. City Treasurer's Report for July 2020
 - B. City Clerks Report for July 2020
 - C. Department Head Reports for July 2020
10. **New Business/Communications**
 - A. Approval of Invoice No. 0210369 from Crawford, Murphy & Tilley for the Union Street Pump Station Construction Professional Services from May 30, 2020 through July 3, 2020 in an amount not to Exceed \$1,457.50.
 - B. Approval of Invoice No. 0210367 from Crawford, Murphy & Tilley for CSO Improvement Construction Phase Professional Services from May 30, 2020 through July 3, 2020 in an amount not to Exceed \$13,113.40.

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CITY OF LINCOLN
REGULAR CITY COUNCIL MEETING
AGENDA
AUGUST 17, 2020

(CONTINUE FROM PREVIOUS PAGE)

- C. Approval of Invoice No. 0210370 from Crawford, Murphy & Tilley for the design of a 70 MGD CSO Treatment Facility, New Lab Building, New Secondary Clarifier Mechanisms, New Screen Building, Grit Classifier and Sludge Conveyor Professional Services from May 30, 2020 through July 3, 2020 in an amount not to exceed \$61,148.25.
- D. Approval of Payment No. 2 (Two) Payable to Stark Excavating Inc. for work performed on Union Street Pump Station from April 1, 2020 through April 30, 2020 in an amount not to exceed \$135,090.00.
- E. Approval of Preliminary Construction & Engineering Service Agreement with the Farnsworth Group for the Heitmann Drive reconstruction project in an amount not to exceed \$72,000.00.
- F. Approval of Agreement between Logan County and the City of Lincoln for Animal Control Services from July 1, 2020 through May 31, 2021 in the amount of \$48,000.00

- 11. **Discussion**
- 12. **Announcements**
- 13. **Possible Executive Session**
- 14. **Adjournment**

We welcome the participation of persons with disabilities at all City of Lincoln meetings. If auxiliary aid or service is required for most effective participation and communication, please notify the City Clerk's Office at 217-735-2815 or cityclerk@lincoln.il.gov no later than 48 hours prior to the meeting time.

REGULAR CITY COUNCIL MEETING

Lincoln City Hall, Council Chambers
700 Broadway Street | Lincoln, Illinois

Monday, July 20, 2020

The Regular Meeting of the City Council of Lincoln was called to order by Acting Mayor Tracy Welch at 7:05 pm, with proper notice given. City Clerk Peggy Bateman called roll.

Present:

Alderman Tracy Welch, Ward 1
Alderman Colby Leith, Ward 2
Alderman Sam Downs, Ward 2
Alderman Kevin Bateman, Ward 3
Alderman Ron Keller, Ward 3
Alderwoman Kathy Horn, Ward 4
Alderman Jeff Hoinacki, Ward 4

Staff Present:

Peggy Bateman, City Clerk
Chuck Conzo, City Treasurer
John Hoblit, City Attorney
Paul Adams, Police Chief

Remote:

Elizabeth Kavelman, City Administrator
Bob Dunovsky, Fire Chief
Walt Landers, Streets Superintendent
Andrew Bowns, Wastewater Treatment Plant, Veolia Water

Absent:

Alderman Steve Parrott, Ward 1
Wes Woodhall, Building and Safety Officer

Presiding:

Tracy Welch, Acting Mayor

Public Comment:

There was no one present to speak for public participation.

Consent Agenda by Omnibus Vote:

- A. Payment of Bills**
- B. Approval of minutes July 6, 2020 Regular City Council Meeting**
- C. Request from the Logan County Tourism Bureau to close McLean Street from 112 S. McLean Street to the Intersection with Pulaski Street on Saturday, July 18, 2020 from 1:00pm until 6:00pm for a Memorial Art Showing for Toby Prange.**
- D. Request from Spirited Republic to close Pulaski Street from its intersection with Kickapoo Street to the Arcade walkway on Friday, August 28, 2020 from 5:00 pm until 11:00 pm for an outdoor band performance.**

Alderman Keller made the motion to approve, Alderwoman Horn seconded. Acting Mayor Welch called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (7) Alderman Tracy Welch, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderwoman Kathy Horn, Alderman Colby Leith

Nays: (0)

Abstain: (0)

Absent: (1) Alderman Steve Parrott

Acting Mayor Welch moved on to other items on the agenda.

Ordinance and Resolution:

A. Ordinance authorizing the Sale of Real Estate to Illinois American Water Company in the amount of \$30,000.00 plus site improvements.

Alderman Hoinacki made the motion to approve, Alderwoman Horn seconded. Acting Mayor Welch called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (7) Alderman Tracy Welch, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderwoman Kathy Horn, Alderman Colby Leith

Nays: (0)

Abstain: (0)

Absent: (1) Alderman Steve Parrott

B. Approval of Appropriation Ordinance for F.Y. 2020/2021

There is a proposed increase for the Animal Control contract of \$48,000 due to additional responsibilities being added to the contract by the City Council.

Another change is for MFT and the Rebuild Illinois grant. The revenue was documented but the expenses for the Heitmann Drive engineering was not. That amount is \$38,000 - \$42,000.

Alderman Hoinacki made the motion to approve the appropriation ordinance with the amended changes, Alderwoman Horn seconded. Acting Mayor Welch called for further discussion, there being none, City Clerk Bateman called the roll.

Yeas: (6) Alderman Tracy Welch, Alderman Sam Downs, Alderman Ron Keller, Alderman Jeff Hoinacki, Alderwoman Kathy Horn, Alderman Colby Leith

Nays: (1) Alderman Kevin Bateman

Abstain: (0)

Absent: (1) Alderman Steve Parrott

Acting Mayor Welch moved to other items on the agenda.

Bids

A. Approval of bid from Knapp Concrete Contractors for Curb & Sidewalk replacement in an amount not to exceed \$101,284.50.

Alderman Downs made the motion to approve, Alderman Keller seconded. Acting Mayor Welch called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (7) Alderman Tracy Welch, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderwoman Kathy Horn, Alderman Colby Leith

Nays: (0)

Abstain: (0)

Absent: (1) Alderman Steve Parrott

B. Approval of bid from Beniach Construction for the 2020 Scarification/Oil & Chip Project in an amount not to exceed \$236,756.50.

Alderwoman Horn made the motion to approve, Alderman Downs seconded. Acting Mayor Welch called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (7) Alderman Tracy Welch, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderwoman Kathy Horn, Alderman Colby Leith

Nays: (0)

Abstain: (0)

Absent: (1) Alderman Steve Parrott

C. Approval of bid from P.H. Broughton & Son for the 2020 Mill & Overlay Resurfacing Project in an amount not to exceed \$250,252.84.

Alderman Hoinacki made the motion to approve, Alderman Bateman seconded. Acting Mayor Welch called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (7) Alderman Tracy Welch, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderwoman Kathy Horn, Alderman Colby Leith

Nays: (0)

Abstain: (0)

Absent: (1) Alderman Steve Parrott

Acting Mayor Welch moved on to other items on the agenda.

Reports:

A. City Treasurer's Report for June 2020

General Fund is at \$1.7 million

Video gaming is at a zero due to the machines being shut down for COVID-19.

Police Pension is down \$28,845 since the end of May. \$36,000 was transferred out for pension payments

Fire Pension is down \$30,000. \$75,000 was transferred out for pension payments

Municipal Sales Tax is down around \$7,000 from a year ago

State Use Tax is up a little from a year ago

Non Home Rule Sales Tax - \$55,000 was received

State Income Tax – same as a year ago

MFT – up \$4,000
Utility Tax - \$46,764 was received

B. City Clerk's Report for June 2020

\$377,064.43 was received for sewer payments.
\$119,319.71 was received from both prisons for sewer

C. Department Head Reports for June 2020

These are either on file or will be shortly.

Acting Mayor Welch moved on to other items on the agenda.

New Business/Communications:

A. Approval of grant in the amount of \$15,000.00 from the Hotel/Motel Tax Fund to the Logan County Tourism Bureau for the preservation of the Mill.

Alderman Bateman made the motion to approve, Alderwoman Horn seconded. Acting Mayor Welch called for discussion.

There is concern among some of the council members with the dollar amount of the Mill grant. The grant amounts of the Economic Development Program is \$7500 for structural repairs. The council feels since this is also a grant for structural repairs that the amount should be closer to \$7500.

Alderman Bateman made the motion to amend the amount to \$10,000. Alderman Downs seconded. Acting Mayor Welch called for further discussion, there being none, City Clerk Bateman called the roll.

Yeas: (7) Alderman Tracy Welch, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderwoman Kathy Horn, Alderman Colby Leith

Nays: (0)

Abstain: (0)

Absent: (1) Alderman Steve Parrott

B. Approval of payment of invoice No. 0209836 from Crawford, Murphy & Tilley for Professional service from May 2, 2020 through May 29, 2020 for the CSO Improvement Construction Phase Services in an amount not to exceed \$3,277.50.

Alderman Hoinacki made the motion to approve, Alderwoman Horn seconded. Acting Mayor Welch called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (7) Alderman Tracy Welch, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderwoman Kathy Horn, Alderman Colby Leith

Nays: (0)

Abstain: (0)

Absent: (1) Alderman Steve Parrott

C. Approval of payment of Invoice No. 0209837 from Crawford, Murphy & Tilley for Professional Service from May 2, 2020 through May 29, 2020 for the Union Street Pump Station Construction in an amount not to exceed \$17,048.88.

Alderman Bateman made the motion to approve, Alderwoman Horn seconded. Acting Mayor Welch called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (7) Alderman Tracy Welch, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderwoman Kathy Horn, Alderman Colby Leith

Nays: (0)

Abstain: (0)

Absent: (1) Alderman Steve Parrott

D. Approval of payment of invoice No. 0209622 from Crawford, Murphy & Tilley for the Waste Water Treatment Plant Property Boundary Determination in an amount not to exceed \$6,192.73.

Alderwoman Horn made the motion to approve, Alderman Downs seconded. Acting Mayor Welch called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (7) Alderman Tracy Welch, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderwoman Kathy Horn, Alderman Colby Leith

Nays: (0)

Abstain: (0)

Absent: (1) Alderman Steve Parrott

E. Approval of payment of invoice. No. 0209676 from Crawford, Murphy & Tilley for the Professional Services from May 2, 2020 through May 29, 2020 for Engineering for Land Acquisition for the Fifth Street Road Project in an amount not to exceed \$5,017.38.

Alderman Hoinacki made the motion to approve, Alderman Leith seconded. Acting Mayor Welch called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (6) Alderman Tracy Welch, Alderman Sam Downs, Alderman Ron Keller, Alderman Jeff Hoinacki, Alderwoman Kathy Horn, Alderman Colby Leith

Nays: (1) Alderman Kevin Bateman

Abstain: (0)

Absent: (1) Alderman Steve Parrott

F. Approval of acceptance of grant for the U.S.D.O.J. for the hiring of a new police officer in the amount of \$125,000.00.

Alderwoman Horn made the motion to approve, Alderman Keller seconded. Acting Mayor Welch called for discussion.

Chief Adams said this grant money will be used hire an investigator for violent crimes.

Acting Mayor Welch called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (7) Alderman Tracy Welch, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderwoman Kathy Horn, Alderman Colby Leith

Nays: (0)

Abstain: (0)

Absent: (1) Alderman Steve Parrott

G. Approval of the purchase of a three siren battery enclosure boxes from Lincoln Land Communication in an amount not to exceed \$5,137.00.

Alderman Bateman made the motion to approve, Alderman Downs seconded. Acting Mayor Welch called for discussion.

Chief Dunovsky stated that his contact at Ameren is confident that there will not be a charge to set the new pole, only a charge for the power to run the siren. Currently the City pays \$54/month to run 8 sirens, an additional siren shouldn't be more than \$8 or \$9 a month. Once the invoice is paid, the siren should be delivered in 4-6 weeks.

Acting Mayor Welch called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (7) Alderman Tracy Welch, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderwoman Kathy Horn, Alderman Colby Leith

Nays: (0)

Abstain: (0)

Absent: (1) Alderman Steve Parrott

H. Approval of the replacement of siren on Kickapoo Street from Lincoln Land Communication in an amount not to exceed \$10,787.00, plus cost of pole if any.

Alderman Bateman made the motion to approve, Alderman Downs seconded. Acting Mayor Welch called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (7) Alderman Tracy Welch, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderwoman Kathy Horn, Alderman Colby Leith

Nays: (0)

Abstain: (0)

Absent: (1) Alderman Steve Parrott

I. Approval of proposal to purchase property at 201 Ninth Street (Tabled 7/11/2020)

This item will remain tabled until the title work is back for this property.

Announcements:

- Alderman Bateman wanted to respond to comments made on social media questioning if the City was ever audited. He said that the City is audited every fiscal year and in fact an audit is being conducted now. Those results will be available when the audit is complete.
- The Mission 20/21 work camp has started fundraising and advertising. The camp will move forward with projects next year, after being halted this year due to COVID-19.

Executive Session | 2C11 Litigation:

There being no further announcements to come before the council, Alderman Keller made a motion to move into Executive Session, seconded by Alderman Hoinacki. City Clerk Bateman called the roll.

Present:

Alderman Tracy Welch, Ward 1
Alderman Colby Leith, Ward 2
Alderman Sam Downs, Ward 2
Alderman Kevin Bateman, Ward 3
Alderman Ron Keller, Ward 3
Alderman Kathy Horn, Ward 4
Alderman Jeff Hoinacki, Ward 4

Yeas: (7) Alderman Tracy Welch, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderman Kathy Horn, Alderman Colby Leith

Nays: (0)

Abstain: (0)

Absent: (1) Alderman Steve Parrott

The council recessed from the meeting at 7:50pm in order to enter into Executive Session. Acting Mayor Welch announced there would be no further city business conducted upon reconvening.

Return from Executive Session:

The council reconvened from Executive Session at 8:21pm in order to reconvene the regular meeting. Roll call was taken.

Present:

Alderman Tracy Welch, Ward 1
Alderman Colby Leith, Ward 2
Alderman Sam Downs, Ward 2
Alderman Kevin Bateman, Ward 3
Alderman Ron Keller, Ward 3
Alderman Kathy Horn, Ward 4
Alderman Jeff Hoinacki, Ward 4

Adjournment:

There being no further discussion to come before the City Council of Lincoln, Alderman Bateman motioned to adjourn, seconded by Alderman Keller. Acting Mayor Welch adjourned the meeting at 8:21 p.m.

Respectfully Submitted By:

Charity Hutchison, Recording Secretary

PUBLIC HEARING – APPROPRIATIONS FY 20/21

Lincoln City Hall, Council Chambers
700 Broadway Street | Lincoln, Illinois

Monday, July 20, 2020

The Public Hearing with the City Council of Lincoln was called to order by Acting Mayor Welch at 7:00p.m., with proper notice given.

Present:

Alderman Tracy Welch, Ward 1
Alderman Colby Leith, Ward 2
Alderman Sam Downs, Ward 2
Alderman Kevin Bateman, Ward 3
Alderman Ron Keller, Ward 3
Alderman Jeff Hoinacki, Ward 4
Alderman Kathy Horn, Ward 4

Staff Present:

Peggy Bateman, City Clerk
Chuck Conzo, City Treasurer
John Hoblit, City Attorney
Paul Adams, Police Chief

Absent:

Alderman Steve Parrott, Ward 1
Wes Woodhall, Building and Safety Officer

Remotely:

Elizabeth Kavelman, City Administrator
Bob Dunovsky, Fire Chief
Walt Landers, Streets Superintendent
Andrew Bowns, Wastewater Treatment Plant, Veolia Water

Presiding:

Acting Mayor Tracy Welch

Public Comment:

There was no one present to speak for public participation.

Treasurer Conzo didn't have any comment for the Public Hearing unless there were questions from the public.

Adjournment:

Aldermen Hoinacki made the motion to adjourn, Alderman Keller seconded. City Clerk Bateman called the roll.

Yeas: (7) Alderman Tracy Welch, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderman Kathy Horn, Alderman Colby Leith

Nays: (0)

Abstain: (0)

Absent: (1) Alderman Steve Parrott

Acting Mayor Welch adjourned the meeting at 7:02 pm.

Respectfully Submitted By:

Charity Hutchison, Recording Secretary

COMMITTEE OF THE WHOLE MEETING

Lincoln City Hall, Council Chambers
700 Broadway Street | Lincoln, Illinois

Tuesday, July 28, 2020

The Committee of the Whole Meeting of the City Council of Lincoln was called to order by Acting Mayor Tracy Welch at 7:00 p.m., with proper notice given. City Clerk Peggy Bateman called roll.

Present:

Alderman Tracy Welch, Ward 1
Alderman Steve Parrott, Ward 1
Alderman Colby Leith, Ward 2
Alderman Sam Downs, Ward 2
Alderman Kevin Bateman, Ward 3
Alderman Ron Keller, Ward 3
Alderman Kathy Horn, Ward 4
Alderman Jeff Hoinacki, Ward 4

Present:

Elizabeth Kavelman, City Administrator
John Hoblit, City Attorney
Peggy Bateman, City Clerk
Chuck Conzo, City Treasurer
Paul Adams, Police Chief
Walt Landers, Streets Superintendent

Remotely:

Bob Dunovsky, Fire Chief
Wes Woodhall, Building and Safety Officer
Andrew Bowns, Veolia Water, Project Manager

Absent:

Presiding:

Acting Mayor Tracy Welch

Superintendent Landers presented Assistant Street Superintendent Russell Wright with a plaque honoring his 40 years of service with the City of Lincoln. Mr. Wright retires on July 31, 2020. The City appreciates his dedicated service.

Public Comment:

Wanda Lee Rohlfs was present and spoke regarding Item #10 on tonight's agenda; Ordinance Creating the City of Lincoln Economic Development Grant Program and the Economic Development Grant Commission. After referring to Treasurer Conzo's comment to not spend money that the city did not need to, made at the beginning of FY 20/21, Mrs. Rohlfs feels the ordinance contradicts the Treasurer's advice. She also questions whether this grant is legal.

Acting Mayor Welch encourages anyone that has questions to contact the City Administrator. He also shared that many of the buildings around town are being bought by people from out of town for back

taxes, hoping to flip it for a profit. The purpose of the Ordinance is to get people to refurbish these buildings and utilize them to enhance our city. He also stated that \$7500 is a drop in the bucket compared to the renovations that need to be made and the grant money will not be issued to anyone until all work has been completed.

City Attorney Hoblit will research the legality of the ordinance.

Alderman Bateman would like to see a copy of grant application.

Mrs. Rolhfs suggested maybe a tax break for these businesses rather than giving them money.

Mayoral appointment to the Fire & Police Commission - Stacy Bacon with the resignation of Joe Haning.

All terms for the Fire & Police Commission have expired. Mrs. Bacon, as a former alderwoman, was suggested for appointment by Mr. Hanning. Acting Mayor Welch reached out to Mrs. Bacon to see if she was interested and she was.

The Council approves this appointment.

Mayoral reappointment of Marilyn Montgomery to the Fire & Police Commission

The Council approves this appointment.

Mayoral reappointment of Christopher Herzog to the Fire & Police Commission

The Council approves this appointment.

Approval to hire two (2) new Fire Fighters for September Academy

Chief Dunovsky shared that his department has been down 3 firefighters since 2003. In 2003, the department responded to 1,370 calls. In 2019, they responded to 2,691 calls. Currently, there are 2 spots being held at the academy for these individuals. If the council does not approve the new hires at this time, the next academy is in Jan/Feb of 2021. New hire equipment and new hire training costs have already been accounted for in the 20/21 budget, salary and benefits have not.

Treasurer Conzo suggests waiting a couple more months to see how the revenue does.

Chief Dunovsky understands the revenue side of things but is more concerned about the safety of his staff and the citizens in regards to COVID-19. His staff is currently very stressed due to the pandemic.

This item will be placed on the regular agenda.

Crawford, Murphy & Tilly invoice for professional services from May 30, 2020- June 30, 2020 for preliminary Engineering Services for Land Acquisitions for 5th Street Road Project.

This item will be placed on the regular agenda.

Crawford, Murphy & Tilly invoice for Professional Services from May 30, 2020 - July 3, 2020 for Lincoln Waste Water Treatment Plant Property Boundary Determination

This work was done to determine access to the CSO project. Exact property lines was extremely important to determine setbacks for the project.

This item was placed on the regular agenda.

Ordinance Creating the City of Lincoln Economic Development Grant Program and the Economic Development Grant Commission

This Commission will consist of Acting Mayor Welch, City Administrator Kavelman, City Attorney Hoblit, Treasurer Conzo, Alderman Keller, Building and Safety Official Woodhall and local Realtor/Broker Sonnie Alexander. The hopes will be to add 2 more individuals to the Commission. One from a downtown business and one from a business not in the downtown area.

City Administrator will send the council a final copy of the grant application draft.

This item will be added to the regular agenda.

Resolution for the City of Lincoln Diversity and Inclusion Commission

This current resolution calls for nine members. Alderman Bateman would like to see no less than 12 members. Only one being a city official, one from the police department and one with an education background.

City Attorney Hoblit will make the change from 9 to 12 members. Once the change is made, this item will be added to the regular agenda.

Ordinance amending the City of Lincoln's Animal Control provisions to allow poultry

Permits will cost \$25 with a yearly inspection.

Chicken at large fines will be the same as dog at large fines.

This ordinance will be under the jurisdiction of the Building & Safety office and the Police Department not Animal Control.

Current residents with chickens will have 30 days from the date of passage to get a permit and bring coops up to code.

There will be additional fines, \$100, \$200, and \$500, if permits are not obtained or coops are not compliant.

This item will be added to the regular agenda.

Proposal to purchase property at 201 9th Street (Tabled from voting session 7/6/2020)

Title work has come back. There was one lien on the property from Child and Family Services, amount is unknown. This item will remained tabled until that dollar amount can be determined.

Lincoln Salvation Army request for a covered/enclosed parking area for its emergency disaster vehicle

Through a grant, the Salvation Army is purchasing an Emergency Disaster Vehicle and is looking for a covered building to house it with 24 hour access for emergencies. They are willing to rent the space. The city garage is not a solution because the building is not in great shape. Alderman Bateman suggested contacting the Logan County Fairgrounds.

Announcements:

- Superintendent Landers is looking for approval from the council to hire a replacement laborer to replace a retiree. The salary cost will be a savings to the city. This item will be placed on the regular agenda.
 - Any city officials or department heads have been invited to a ceremony on Thursday at 6pm inside the fairgrounds near the corner of Habitat for Humanity for the reveal of a billboard stating "Hate is not welcome in our Community". Area individuals pooled their money to purchase this billboard.
 - There is a boil order in effect until Wednesday evening.
 - IAW has received the go ahead to shut off water beginning September 1st, if a sewer bill is 90 days past due. An insert will be included in all sewer bills that are in danger of shut off.
 - More information has been received for federal grants. Anyone interested should log on to www.gpcovid.com or <http://mytada.org> or contact City Administrator Kavelman for assistance.
-

Adjournment:

There being no further discussion to come before the City Council of Lincoln, Alderman Keller motioned to adjourn, seconded by Alderwoman Horn. All were in favor. Acting Mayor Welch adjourned the meeting at 8:35 p.m.

Respectfully Submitted By:

Charity Hutchison, Recording Secretary

ORDINANCE NO.

**AN ORDINANCE AMENDING THE CITY OF LINCOLN'S
PREVIOUSLY PASSED ORDINANCE REGARDING POULTRY**

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 _____, 2020, WITNESSETH:

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

WHEREAS, the CITY OF LINCOLN previously just passed Ordinance number 2020-928 whereby Poultry was to be permitted within the City of Lincoln; and

WHEREAS, a provision of that ordinance indicated that there would be a permit of \$25.00 per chicken; and

WHEREAS, it was the actual intent of the City Council that the permit fee be \$25.00 per property; and

WHEREAS, it is in the best interest of the citizens of Lincoln that the fee be affixed at a reasonable level;

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 VI Chapter 2 Part 33 (B) to have the permit fee be \$25.00 per property. (See below Exhibit)
2. Effective Date. That this Ordinance is effective immediately upon passage of the same.

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

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

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

Passed and approved this ____ day of _____, 2020.

CITY OF LINCOLN,

BY: _____

Tracy Welch, Acting Mayor
City of Lincoln, Logan County, Illinois

ATTEST: _____ (SEAL)

City Clerk, City of Lincoln,
Logan County, Illinois

EXHIBIT A

6-2-33: POULTRY

- (A) Keeping of Chickens: An exception to the inclusion of chickens in Municipal Code Section 6-2-32 shall be as follows. The keeping of chickens within the city limits shall be considered an allowable use in all residential zoning districts. A permitting process through the City Clerk and Building and Safety Office will allow the keeping of chickens possible as long as the following regulations are met.
1. A limit of 6 chickens are allowed on lots less than or equal to one acre. An additional one chicken will be permitted to be added for every one half-acre in excess of one acre. In any case no more than 10 chickens will be allowed on any single lot. A minimum number of 2 chickens shall be present per allowable use.
 2. The keeping of roosters or crowing hens is not permissible.
 3. Animals, eggs or any byproducts shall not be made for sale on the premises.
 4. Coops and free range areas shall not be permitted within the confines of the front or side yards of the property as defined in 11-2-1.
 5. Coops and free range areas shall be set back 10' from all property lines.
 6. Coops and free range areas shall be set back no less than 12' from the primary lot dwelling unit and no less than 30' from any neighboring dwelling units. If lot constraints will not allow the 30' distance from neighboring dwelling units to be met a consent release may be provided from said neighbor. This release applies only to the resident at the time of permitting and will be subject to re-approval and possible permit revocation upon change in tenant or owner.
 7. All coops and free range areas shall be maintained in a sanitary, non-offensive manner and without the accumulation of waste, urine, feces or any other item that maybe considered to have a disagreeable odor or appearance. Offensive conditions will be subject to ordinance violation and potential fines per Title 7 of the municipal code.
 8. Chickens shall have adequate shelter, food and water at all times. The chickens must be secured from escape at all times and wings should be maintained via clipping to prevent escape.
 9. Chickens shall be secured in their coops and from predators from sundown to sunup.
 10. A minimum space of 4 square foot per each chicken shall be made available within the enclosed area as well as an additional 8 square foot per each chicken of "free range" or "run" area. A minimum dimension of 3 linear foot shall be maintained in any direction or usage. Coops shall not exceed

7' in height or 40' in total square footage and shall be finished to be aesthetically pleasing.

11. No part of the property dwelling unit or garage shall be used for the keeping of chickens.
12. Sheltered and free range areas should be made to be weather and predator resistant.
13. All animal feed, bedding and other supplies associated with the keeping of chickens and likely to become an attractant to or infested by rodents or pests shall be stored and secured properly.
14. Lawful subdivision covenants will supersede any allowances made by this code section.

(B) PERMITS. A resident desiring to have chickens must first obtain a permit. The permit, if granted, is nontransferable if the permit holder moves to another property within the City of Lincoln. The permit fee is set at \$25.00 per property per year. The owner of the permit is subject to a yearly inspection in order to renew the permit.

(C) PENALTY.

1. No person shall cause their chickens to run at large within the incorporated areas of the City
2. Failure to keep the chickens on their property in a condition that is satisfactory to the Building and Safety office upon inspection.
3. Failure to adhere to the above subsections and upon finding a violation thereof, the owner shall be penalized one hundred dollars (\$100.00) for the first violation, two hundred dollars (\$200.00) for the second violation occurring within a twelve (12) month period, four hundred dollars (\$400.00) for the third violation occurring within a twelve (12) month period, five hundred dollars (\$500.00) for the fourth violation within a twelve (12) month period, and one thousand dollars (\$1000.00) thereafter for each successive violation occurring within the same twelve (12) month period.
4. In addition to the fines previously mentioned the Building and Safety Office has the ability to not renew a permit or pull a permit from an individual who refuses to manage their respective hens in a safe and sanitary manner as outlined 6-2-33(A).

ORDINANCE NO.

AN ORDINANCE AMENDING 6-2-3 OF THE LINCOLN CITY CODE

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 _____, 2020, WITNESSETH:

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

WHEREAS, the CITY OF LINCOLN previously just passed Ordinance number 2020-923 whereby the provisions of animal control were amended; and

WHEREAS, the City Code was amended to add a noise violation for dog owners who allow their dogs to make frequent or long noises; and

WHEREAS, it was the intent of the penalty section to reflect the noise violation as well, but was remained untouched leaving it just dog at large; and

WHEREAS, it is the in the best interest of the citizens of Lincoln if the City Code reflects the will of the items passed by the Council;

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 VI Chapter 2 Part 3(C) to indicate that any violation of the above subsections will constitute a violation of the City Code. See below Exhibit)
2. Effective Date. That this Ordinance is effective immediately upon passage of the same.

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

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

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

Passed and approved this ____ day of _____, 2020.

CITY OF LINCOLN,

BY: _____

Tracy Welch, Acting Mayor
City of Lincoln, Logan County, Illinois

ATTEST: _____ (SEAL)

City Clerk, City of Lincoln,
Logan County, Illinois

EXHIBIT A

6-2-3: PROHIBITION OF DOGS RUNNING AT LARGE AND EXCESSIVE NOISE:

(A) No person shall permit or cause any dog owned by him or her to run at large within the incorporated area of the city.

(B) No person shall permit any dog owned by him or her to make frequent or long continued noises thereby disturbing the comfort or repose of any person in the vicinity.

(C) Failure to adhere to the above subsections and upon finding a violation thereof, the owner shall be penalized one hundred dollars (\$100.00) for the first violation, two hundred dollars (\$200.00) for the second violation occurring within a twelve (12) month period, four hundred dollars (\$400.00) for the third violation occurring within a twelve (12) month period, five hundred dollars (\$500.00) for the fourth violation within a twelve (12) month period, and one thousand dollars (\$1000.00) thereafter for each successive violation occurring within the same twelve (12) month period. (Ord. 203, 8-5-1985)

MEMORANDUM

TO: Mayor Welch and Aldermen of the City Council

FROM: Fire Chief Bob Dunovsky

MEETING ON: August 11, 2020

IN RE: Revision to the Outdated City Ordinance on Burning and Recreational Fires

Here is a summary of the suggested revisions to the fire ordinance.

- The fine structure has been streamlined , so that all/any offense be given the same monetary value with the First offense being \$100, the Second \$200, and the Third and any subsequent being \$500.
- 5-3-2 Fire on Pavements, 5-3-3 Boiling of Tar, 5-3-4 Leaving Shavings Near Buildings, and 5-3-5 Stacking of Hay and Straw have been renumbered and grouped together for ease of reference
- 5-3-6 Burning in the City: Under Recreational Fires and Burning Landscape Waste: the rules have been made to be the same with respect to “tending to the fire at all time that flame, smoke, or embers are present” and having an adequate water source present”.

Any other changes would be to clean-up language or times allowed for burning. Please feel free to contact me with any questions or concerns.

COW Recommendation: Send proposal for vote on August 17th, 2020.

ORDINANCE NO.

AN ORDINANCE AMENDING FIRE REGULATIONS PENALTIES

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 _____, 2020, 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 citizens of Lincoln that some sections of the Fire Regulation chapter of the Lincoln City Code be updated as the fines have not been adjusted in some areas since 1960; and

WHEREAS, the CITY OF LINCOLN desires that fines be similar for the various offenses with the initial offense punishable by \$100.00, second \$200.00, and third and subsequent offenses \$500.00; and

WHEREAS, the CITY OF LINCOLN desires the offenses of 'leaving shavings near buildings' and 'stacking hay and straw' be moved before 'burning in the city'; and

WHEREAS, the CITY OF LINCOLN believes it is in the best interests of the health and safety of the citizens of Lincoln if a provision was added that all recreational fires must be tended to with a water source nearby in case of emergency;

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 V Chapter 3 Part 2 of the Lincoln City Code amending the fines to \$100.00 for the first offense, \$200.00 for the second offense, and \$500.00 for each subsequent offense thereafter. (See below Exhibit).

2. The City of Lincoln will amend Title VI Chapter 3 Part amending the fines to \$100.00 for the first offense, \$200.00 for the second offense, and \$500.00 for each subsequent offense thereafter. (See below Exhibit)

3. The City of Lincoln will move 'Leaving Shavings Near Building to' Title V Chapter 2 Part 4 and further amend the fines to \$100.00 for the first offense, \$200.00 for the second offense, and \$500.00 for each subsequent offense thereafter. (See below Exhibit)

4. The City of Lincoln will move 'Stacking of Hay and Straw' to Title V Chapter 2 Part 5 and further amend the fines to \$100.00 for the first offense, \$200.00 for the second offense, and \$500.00 for each subsequent offense thereafter.

5. The City of Lincoln will move 'Burning in the City' to Title V Chapter 3 Part 6 and further amend the fines (under subsection D and E3) to \$100.00 for the first offense, \$200.00 for the second offense, and \$500.00 for each subsequent offense thereafter.

6. The City of Lincoln will further amend Title V Chapter 3 Part 6 E1 by adding part (c) making it a requirement that all fires be tended to with a water source nearby in case of emergency.

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

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

Alderman Parrott	_____	Alderman Keller	_____
Alderman Bateman	_____	Alderman Welch	_____
Alderman Hoinacki	_____	Alderdwoman Horn	_____
Alderman Leith	_____	Alderman Downs	_____

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

Passed and approved this ____ day of _____, 2020.

CITY OF LINCOLN,

BY: _____

Tracy Welch, Acting Mayor
City of Lincoln, Logan County, Illinois

ATTEST: _____ (SEAL)

City Clerk, City of Lincoln,
Logan County, Illinois

EXHIBIT A

5-3-2: FIRE ON PAVEMENTS:

Whoever shall throw, place or leave any live coals or fire or make or kindle any fire upon any blacktopped street or concrete sidewalk, shall be liable to a fine of not less than one-hundred dollars (\$100.00) for the first offense, two-hundred dollars (\$200.00) for the second offense, and five-hundred (\$500.00) for the third and any subsequent offense.

5-3-3: BOILING OF TAR:

No person shall boil any pitch, resin, coal tar or other inflammable liquids or substance, except in a fireproof building, or in some open place at least thirty feet (30') distant from any building or other property likely to be endangered or injured thereby, under a penalty of not less than one hundred dollars (\$100.00) for the first offense, two-hundred dollars (\$200.00) for the second offense, and five-hundred dollars (\$500.00) for the third and any subsequent offense.

5-3-4: LEAVING SHAVINGS NEAR BUILDINGS:

No person shall strew, trail or leave any shavings, straw or other like combustible materials in, around or near any building or other property so as to endanger or likely to endanger or damage the same in case of fire, under penalty of not less than one-hundred dollars (\$100.00) for the first offense, two-hundred dollars (\$200.00) for the second offense, and five-hundred dollars (\$500.00) for the third and any subsequent offense.

5-3-5: STACKING HAY AND STRAW:

No person shall stack or deposit any hay, straw or other like combustible materials within eighty feet (80') of any dwelling house, or other building in which fire may be kept, without the same being so covered or enclosed as to be protected from sparks of fire, under a penalty of not less than one-hundred dollars (\$100.00) for the first offense, two-hundred dollars (\$200.00) for the second offense, and five-hundred dollars (\$500.00) for the third and any subsequent offense.

5-3-6: BURNING IN CITY:

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

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

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

(D) Any violation of subsections (B) and (C) of this section shall be punishable by a fine of not less than one-hundred dollars (\$100.00) for the first offense, two-hundred dollars (\$200.00) for the second offense, and five-hundred dollars (\$500.00) for the third and any subsequent offense.

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

1. Recreational Fires: The burning of fuels for legitimate campfire recreation and cooking purposes, or in domestic fireplaces, in areas where such burning is consistent with other laws; provided, that no garbage shall be burned in such cases only firewood or materials suitable for cooking including, but not limited to, cobs, pellets, and charcoal. Garbage, building materials, and other hazardous materials are prohibited from being burned within the City of Lincoln.

(a) Recreational fires shall be limited in size not to exceed thirty-six inches (36") in diameter.

(b) Recreational fires may not be started until eight-hundred hours (8:00 am) and must be extinguished by twenty-four hundred hours (24:00) (12:00 midnight).

(c) Recreational fires must be tended to at all times that flame, smoke and embers are present, with an adequate water source nearby.

2. Burning Landscape Waste:

(a) Between April 1 through October 1 on Tuesdays, Thursdays, and Saturdays, from eight o'clock (8:00) A.M. until six o'clock (6:00) P.M., residents of the city shall be entitled to burn landscape waste only.

(b) Between October 2 through March 31 on Tuesdays, Thursdays, and Saturdays, from eight o'clock (8:00) A.M. until four o'clock (4:00) P.M., residents of the city shall be entitled to burn landscape waste only.

(c) Any landscape waste that is burned pursuant to the provision hereof shall be burned until the fire is completely out, no later than the times set forth above, and shall be attended to by the individual conducting the landscape waste burn. Any burning done pursuant to the provisions hereof shall be done only on concrete or brick streets or on the citizen's property, but the location of such burning must be a minimum of fifty feet (50') from any structure or non-building (fences, telephone poles, etc.) and tended to at all times that flames, smoke, and embers are present. The individual conducting the burn must have any operable hose, of sufficient size and capacity to extinguish the fire, available at the burning site at all times.

(d) Pursuant to the provisions of this subsection (E)2, only landscape waste may be burned and must be burned in the open and shall not be contained in any barrel or other similar device. "Landscape waste" is hereby defined as any vegetable or plant refuse except garbage and

agricultural waste. The term includes trees, tree trimmings, branches, stumps, brush, weeds, leaves grass, shrubbery, and yard trimmings.

- (e) Notwithstanding anything herein contained to the contrary, any Police Officer or Firefighter of the City of Lincoln, or the Lincoln City Code Enforcement Officer may require any fire being burned pursuant to the provisions hereof to be extinguished if, in his or her opinion, such fire and the related smoke therefrom are injurious to the health or safety of any other citizens of the city. If so requested, pursuant to this subsection any citizen shall immediately extinguish such fire and the failure to do so shall result in the penalties as hereinafter set forth.
- (f) Lincoln City Fire Department has the right to withhold or rescind permission for any recreational or landscape burning for any reason including, but not limited to, weather, wind, or red flag conditions set by the National Weather Service and/or Logan Emergency Management.

- 3. **Violation; Penalties:** Any violation of this subsection shall be punishable by a fine less than one-hundred dollars (\$100.00) for the first offense, two-hundred dollars (\$200.00) for the second offense, and five-hundred dollars (\$500.00) for the third offense within a calendar year. Any offense beyond the third offense in a calendar year shall result in a fine of no less than five-hundred dollars (\$500.00).

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL ESTATE

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 _____, 2020, WITNESSETH:

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

WHEREAS, the CITY OF LINCOLN desires to purchase the following-described real estate to-wit:

A strip of land of even width of 80 feet off of the full East side of Lot 7 in Z. Mundy's Survey of a part of the East Half of the Southeast Quarter of Section 25, Township 20 North, Range 3 West of the 3rd P.M., now a part of the City of Lincoln, Logan County, Illinois:

Tax I.D. No. 12-365-007-80;

and;

WHEREAS, the property is commonly known as 201 9th Street situated in Lincoln, and the City believes the now previous homeowner to be deceased for quite some time; and

WHEREAS, the City Council acknowledges that the City has a significant investment in the property, most notably the cost of demolition due to a fire that destroyed the residence; and

WHEREAS, the City notes the property recently was conveyed to the Logan County Trustee via tax deed and the City desires to purchase the property; and

WHEREAS, the City Council contemplates this purchase with the idea to sell the property in an attempt to recoup some of the costs it incurred via the demolition; and

WHEREAS, the City Council believes it can acquire this property for a nominal fee; and

WHEREAS, the City Council desires that the Acting Mayor be given the authority to execute any paperwork to effectuate this purchase; and

WHEREAS, the City Council believes it is in the best interests of the citizens of Lincoln if the City can recoup some of the taxpayer money that was used to demolish the residence located on 201 9th Street;

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

1. That it is in the best interests of the City of Lincoln that the above described real estate be purchased by the City of Lincoln.
2. The Acting Mayor has the authority to execute any documents necessary in order to effectuate this purchase.
3. Effective Date. That this Ordinance is effective immediately upon its passage.

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

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

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

Passed and approved this ____ day of _____, 2020.

CITY OF LINCOLN,

BY: _____

Tracie Welch, Acting Mayor
City of Lincoln, Logan County, Illinois

ATTEST: _____ (SEAL)

City Clerk, City of Lincoln,
Logan County, Illinois

RESOLUTION 2020 - _____

**A RESOLUTION APPROVING THE CONTENT OF CERTAIN EXECUTIVE SESSION
MEETING MINUTES OF THE CITY COUNCIL OF 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 _____, 2020, WITNESSETH:

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

WHEREAS, the City Council has considered it necessary, on occasion, to meet in executive session and have conducted said meetings in accordance with the requirements of the 'Open Meetings Act' (5 ILCS 102/1, *et seq.*); and

WHEREAS, the minutes of the Executive Sessions have been duly recorded by the City Clerk pursuant to the regulations of the Open Meetings Act; and

WHEREAS, pursuant to 5 ILCS 120/2.06(a) of the Open Meetings Act, the City is required to keep a verbatim recording of their executive sessions in the form of audio or video recording; and

WHEREAS, the City of Lincoln has complied with the requirement of keeping written recordings of the Executive Session minutes along with audio or video recordings; and

WHEREAS, the City of Lincoln believes that the minutes should at this time remain confidential and not be released to the public for inspection;

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

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

2. The City Council of the City of Lincoln find and hereby declare that the executive session minutes or portions thereof expressly identified are approved:

12/10/2019

1/21/2020

2/11/2020

6/9/2020

6/23/2020

7/20/2020

3. The minutes of said executive session meetings shall remain confidential at this time and not be made available to the public to inspect.

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

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

Alderman Parrott	_____	Alderman Keller	_____
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Alderwoman Horn	_____	Alderman Welch	_____
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Alderman Hoinacki	_____	Alderman Leith	_____
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Alderman Bateman	_____	Alderman Downs	_____
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Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Passed and approved this ____ day of _____, 2020.

CITY OF LINCOLN,

BY: _____
Tracy Welch, Acting Mayor
City of Lincoln, Logan County, Illinois

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

JUL 31 2020



RECEIVED

INVOICE

Beth Kavelman
City of Lincoln, IL
700 Broadway St
P O Box 509
Lincoln, IL 62656

Invoice 0210369
Project 19000114.00
Invoice Date 07/22/2020
Client ID LI0050
Dept CMT.WR.08.SPI
Page 1

Lincoln Union St P.S. Construction

Professional Services from May 30, 2020 to July 3, 2020

Professional Personnel

	Hours	Rate	Amount
Project Engineer I	1.00	190.00	190.00
Technician II	4.00	115.00	460.00
Technician I	8.50	95.00	807.50
Totals	13.50		1,457.50
Total Labor			1,457.50

Total Billings	Current	Prior	To-Date
Total Billings	1,457.50	82,422.50	83,880.00
Limit			195,000.00
Remaining			111,120.00
Total this Invoice			\$1,457.50

Project Summary

Contract Amount	Previous	Current	Project To Date	Remaining	Payments	Outstanding
0.00	82,422.50	1,457.50	83,880.00	0.00	65,373.62	18,506.38

CRAWFORD, MURPHY & TILLY * ENGINEERS AND CONSULTANTS * 2750 WEST WASHINGTON ST * SPRINGFIELD, IL 62702-3465

(217) 787-8050 * F.E.I.N 37-0844662 * FAX (217) 787-4183

Project	19000114.00	Lincoln Union St P.S. Construction	Invoice	0210369
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Billing Backup

Crawford, Murphy & Tilly, Inc.

Invoice 0210369 Dated 7/22/2020

Wednesday, July 22, 2020

7:18:33 PM

Professional Personnel

		Hours	Rate	Amount	
Project Engineer I					
Brady, Shannon	6/1/2020	1.00	190.00	190.00	
Technician II					
Guimard, Jackie	6/1/2020	4.00	115.00	460.00	
Technician I					
Marinkovic, Kimberly	6/17/2020	2.50	95.00	237.50	
Marinkovic, Kimberly	6/18/2020	3.00	95.00	285.00	
Marinkovic, Kimberly	6/19/2020	2.50	95.00	237.50	
Marinkovic, Kimberly	6/23/2020	.50	95.00	47.50	
Totals		13.50		1,457.50	
Total Labor					1,457.50
			Total this Project		\$1,457.50
			Total this Report		\$1,457.50

City of Lincoln
Monthly Progress Report
June 2020

Union Street Pump Station Construction
19000114.00

Construction on hold pending the final changeover of contractor. Review of payment applications and IEPA reimbursement. Review of project shutdown costs and inventorying all materials and equipment for the next phase of work.

JUL 31 2020



RECEIVED

INVOICE

Beth Kavelman
City of Lincoln, IL
700 Broadway St
P O Box 509
Lincoln, IL 62656

Invoice 0210367
Project 19000115.00
Invoice Date 07/22/2020
Client ID LI0050
Dept CMT.WR.08.SPI
Page 1

CSO Improvement Construction Phase Services

Professional Services from May 30, 2020 to July 3, 2020**Professional Personnel**

	Hours	Rate	Amount	
Project Engineer I	42.00	190.00	7,980.00	
Senior Structural Engineer II	1.00	175.00	175.00	
Technician II	12.00	115.00	1,380.00	
Technician I	29.50	95.00	2,802.50	
Totals	84.50		12,337.50	
Total Labor				12,337.50

Reimbursable Expenses

Misc Job Expense		775.90	
Total Reimbursables		775.90	775.90

Total Billings	Current	Prior	To-Date
Total Billings	13,113.40	3,277.50	16,390.90
Limit			495,000.00
Remaining			478,609.10
Total this Invoice			\$13,113.40

Project Summary

Contract Amount	Previous	Current	Project To Date	Remaining	Payments	Outstanding
445,000.00	3,277.50	13,113.40	16,390.90	428,609.10	0.00	16,390.90

CRAWFORD, MURPHY & TILLY * ENGINEERS AND CONSULTANTS * 2750 WEST WASHINGTON ST * SPRINGFIELD, IL 62702-3465

(217) 787-8050 * F.E.I.N 37-0844662 * FAX (217) 787-4183

Billing Backup

Wednesday, July 22, 2020

Crawford, Murphy & Tilly, Inc.

Invoice 0210367 Dated 7/22/2020

6:43:26 PM

Professional Personnel

		Hours	Rate	Amount
Project Engineer I				
Brady, Shannon	6/1/2020	1.00	190.00	190.00
Brady, Shannon	6/2/2020	3.00	190.00	570.00
Brady, Shannon	6/3/2020	3.00	190.00	570.00
Brady, Shannon	6/4/2020	2.00	190.00	380.00
Brady, Shannon	6/10/2020	1.00	190.00	190.00
Brady, Shannon	6/11/2020	1.00	190.00	190.00
Brady, Shannon	6/12/2020	1.00	190.00	190.00
Brady, Shannon	6/15/2020	1.00	190.00	190.00
Brady, Shannon	6/16/2020	2.00	190.00	380.00
Brady, Shannon	6/18/2020	2.00	190.00	380.00
Brady, Shannon	6/19/2020	1.00	190.00	190.00
Brady, Shannon	6/23/2020	2.00	190.00	380.00
Brady, Shannon	6/26/2020	1.00	190.00	190.00
Brady, Shannon	6/29/2020	3.00	190.00	570.00
Brady, Shannon	7/1/2020	4.00	190.00	760.00
Brady, Shannon	7/2/2020	6.00	190.00	1,140.00
Cramer, Henry	7/2/2020	3.00	190.00	570.00
Remmert, Shane	6/17/2020	.50	190.00	95.00
Remmert, Shane	6/18/2020	.50	190.00	95.00
Remmert, Shane	6/22/2020	.50	190.00	95.00
Remmert, Shane	6/29/2020	.50	190.00	95.00
Remmert, Shane	7/1/2020	1.00	190.00	190.00
Remmert, Shane	7/2/2020	2.00	190.00	380.00
Senior Structural Engineer II				
Cunningham, David	6/25/2020	1.00	175.00	175.00
Technician II				
Guimard, Jackie	6/24/2020	6.00	115.00	690.00
Guimard, Jackie	6/25/2020	4.00	115.00	460.00
Guimard, Jackie	6/29/2020	2.00	115.00	230.00
Technician I				
Langheim, Jennifer	6/4/2020	2.25	95.00	213.75
Langheim, Jennifer	6/5/2020	4.50	95.00	427.50
Langheim, Jennifer	6/11/2020	.50	95.00	47.50
Langheim, Jennifer	6/15/2020	5.00	95.00	475.00
Langheim, Jennifer	6/19/2020	.50	95.00	47.50
Langheim, Jennifer	6/22/2020	2.00	95.00	190.00
Langheim, Jennifer	6/24/2020	1.25	95.00	118.75
Langheim, Jennifer	6/25/2020	2.00	95.00	190.00
Langheim, Jennifer	6/26/2020	4.25	95.00	403.75

Project	19000115.00	Lincoln CSO Improvements Construction			Invoice	0210367
Langheim, Jennifer		6/29/2020	2.75	95.00	261.25	
Langheim, Jennifer		6/30/2020	.50	95.00	47.50	
Langheim, Jennifer		7/2/2020	2.75	95.00	261.25	
Langheim, Jennifer		7/3/2020	1.25	95.00	118.75	
	Totals		84.50		12,337.50	
	Total Labor					12,337.50
Reimbursable Expenses						
Misc Job Expense						
AP 7327217	6/18/2020	Illinois Epa / Permit fee			750.00	
AP 7327647	7/3/2020	United Parcel Service*			25.90	
	Total Reimbursables				775.90	775.90
Total this Project						\$13,113.40
Total this Report						\$13,113.40

CHECK REQUEST

TODAY'S DATE: June 17, 2020

PAYEE: Illinois EPA
(Name)
P.O. Box 19276
(Street Address)
Springfield, IL 62794-9276
(City, State & Zip)

AMOUNT: \$750.00

JOB NUMBER: 19000115.00
(Include phase & task)

PERSON REQUESTING CHECK: SCR

APPROVED BY: CLC

DATE NEEDED: next check run
(Must have in by 5pm Tues. to receive on Fri.)

WHAT CHECK IS FOR/COMMENTS: Permit Fee
(PLEASE NOTE IF FOR AD OR ADVERTISING)

**CHECK REQUEST FORM MUST HAVE ATTACHED TO IT A COPY OF
THE TRANSMITTAL LETTER AND/OR UNDERLYING SUPPORT
DOCUMENT (i.e., INVOICE)**

PLEASE CHECK WHICH ONE APPLIES:

MAIL CHECK TO ABOVE ADDRESS ☐

GIVE CHECK TO ME ☒

When completely filled out please return to Janice Wright. Thank You.

OFFICE USE ONLY

Vendor/Employee No. _____

Account No. _____



Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Division of Water Pollution Control Notice of Intent (NOI) for General Permit to Discharge Storm Water Associated with Construction Site Activities

This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Permit Section at the above address.

For Office Use Only

OWNER INFORMATION

Company/Owner Name: City of Lincoln

Permit No. ILR10 _____

Mailing Address: 700 Broadway Street

Phone: 217-735-2815

City: Lincoln

State: IL

Zip: 62656

Fax: _____

Contact Person: Tracy Welch

E-mail: twelch@lincoln.il.gov

Owner Type (select one) City

CONTRACTOR INFORMATION

MS4 Community: ☐ Yes ☐ No

Contractor Name: Plocher Construction Company

Mailing Address: 2808 Thole-Plocher Road

Phone: 618-654-9408

City: Highland

State: IL

Zip: 62249

Fax: _____

CONSTRUCTION SITE INFORMATION

Select One: ☒ New ☐ Change of information for: ILR10 _____

Project Name: CSO Improvements

County: Logan

Street Address: 150 W Kickapoo Street

City: Lincoln

IL

Zip: 62656

Latitude: 40

08

21.77

Longitude: 89

22

23.8

36

20N

3W

(Deg)

(Min)

(Sec)

(Deg)

(Min)

(Sec)

Section

Township

Range

Approximate Construction Start Date Jul 15, 2020

Approximate Construction End Date Mar 15, 2022

Total size of construction site in acres: 7

If less than 1 acre, is the site part of a larger common plan of development?

☐ Yes ☒ No

Fee Schedule for Construction Sites:

Less than 5 acres - \$250

5 or more acres - \$750

STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

Has the SWPPP been submitted to the Agency?

☐ Yes ☒ No

(Submit SWPPP electronically to: epa.constit10swppp@illinois.gov)

Location of SWPPP for viewing: Address: Project Construction Trailer

City: Lincoln

SWPPP contact information:

Inspector qualifications:

Contact Name: Crawford, Murphy & Tilly, Inc. - Shane Remmert

P.E.

Phone: 217-572-1110

Fax: _____

E-mail: sremmert@cmtengr.com

Project inspector, if different from above

Inspector qualifications:

Inspector's Name: To Be Determined

-Select One-

Phone: _____

Fax: _____

E-mail: _____

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$60,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42) and may also prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

TYPE OF CONSTRUCTION (select one)Construction Type IndustrialSIC Code: TW

Type a detailed description of the project:

Construction of a new 70 MGD CSO treatment including screening, influent/drain/underflow pump station, primary treatment, modifications to the existing disinfection structure to increase capacity and modifications to the existing clarifier to act as a first flush tank. An electrical and blower building will be constructed as well as all associated piping and site work with each of these components. Four proposed alternates include: renovations to the existing laboratory building, construction of a building over the existing headworks, grit classifier equipment and new secondary clarifier mechanisms.

HISTORIC PRESERVATION AND ENDANGERED SPECIES COMPLIANCE

Has the project been submitted to the following state agencies to satisfy applicable requirements for compliance with Illinois law on:

Historic Preservation Agency ☒ Yes ☐ NoEndangered Species ☒ Yes ☐ No**RECEIVING WATER INFORMATION**Does your storm water discharge directly to: ☒ Waters of the State or ☐ Storm Sewer

Owner of storm sewer system: _____

Name of closest receiving water body to which you discharge: Unnamed Tributary to Salt Creek

Mail completed form to: Illinois Environmental Protection Agency
Division of Water Pollution Control
Attn: Permit Section
Post Office Box 19276
Springfield, Illinois 62794-9276
or call (217) 782-0610
FAX: (217) 782-9891

Or submit electronically to: epa.constit10swppp@illinois.gov

I certify under penalty of law that this document and all attachments were prepared under my direction and supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage this system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. In addition, I certify that the provisions of the permit, including the development and implementation of a storm water pollution prevention plan and a monitoring program plan, will be complied with.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Owner Signature:_____
Date:_____
Tracy Welch
Printed Name:_____
Mayor Pro Tem
Title:

INSTRUCTIONS FOR COMPLETION OF CONSTRUCTION ACTIVITY NOTICE OF INTENT (NOI) FORM

Submit original, electronic or facsimile copies. Facsimile and/or electronic copies should be followed-up with submission of an original signature copy as soon as possible. Please write "copy" under the "For Office Use Only" box in the upper right hand corner of the first page.

This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Permit Section at:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Permit Section
Post Office Box 19276
Springfield, Illinois 62794-9276
or call (217) 782-0610

FAX: (217) 782-9891

Or submit electronically to: epa.constilr10swppp@illinois.gov

Reports must be typed or printed legibly and signed.

Any facility that is not presently covered by the General NPDES Permit for Storm Water Discharges From Construction Site Activities is considered a new facility.

If this is a change in your facility information, renewal, etc., please fill in your permit number on the appropriate line, changes of information or permit renewal notifications do not require a fee.

NOTE: FACILITY LOCATION IS NOT NECESSARILY THE FACILITY MAILING ADDRESS, BUT SHOULD DESCRIBE WHERE THE FACILITY IS LOCATED.

Use the formats given in the following examples for correct form completion.

	Example	Format
Section	12	1 or 2 numerical digits
Township	12N	1 or 2 numerical digits followed by "N" or "S"
Range	12W	1 or 2 numerical digits followed by "E" or "W"

For the Name of Closest Receiving Waters, do not use terms such as ditch or channel. For unnamed tributaries, use terms which include at least a named main tributary such as "Unnamed Tributary to Sugar Creek to Sangamon River."

Submission of initial fee and an electronic submission of Storm Water Pollution Prevention Plan (SWPPP) for Initial Permit prior to the Notice of Intent being considered complete for coverage by the ILR10 General Permits. Please make checks payable to: Illinois EPA at the above address.

Construction sites with less than 5 acres of land disturbance - fee is \$250.

Construction sites with 5 or more acres of land disturbance - fee is \$750.

SWPPP should be submitted electronically to: epa.constilr10swppp@illinois.gov. When submitting electronically, use Project Name and City as indicated on NOI form.

**Delivery Service Invoice**Invoice Date **July 4, 2020**

Invoice Number 0000617338270

Shipper Number 617338

Page 4 of 8

Outbound**UPS WorldShip (continued)**

Pickup Date	Pickup Record	Entry	Tracking Number	Service	ZIP Code	Zone	Weight	Billed Charge
06/29	6573120772	5	1Z6173380171217204	Next Day Air Commercial	63102	102	7	43.86
				Customer Weight			6.2	
				Fuel Surcharge				1.54
				Total				45.40
			1st ref: 10.01 AW					
			Sender :					
				Receiver:				
				VICKI				
				CRAWFORD, MURPHY & TILLY, INC.				
				ONE MEMORIAL DRIVE				
				ST. LOUIS MO 63102				
			6 1Z6173380370571614	Ground Residential	62014	2	1	8.23
				Customer Weight			0.2	
				Residential Surcharge				4.10
				Delivery Area Surcharge - Extended				5.40
				Fuel Surcharge				1.11
				Total				18.84
			1st ref: 10.01 DSE					
			Sender :					
				Receiver:				
				JEFF LANGE				
				10737 RUST ROAD				
				BUNKER HILL IL 62014				
			7 1Z6173380170977225	Next Day Air Residential	65401	103	20	91.02
				Customer Weight			19.5	
				Residential Surcharge				4.70
				Delivery Area Surcharge				4.40
				Fuel Surcharge				3.50
				Total				103.62
			1st ref: 10.01 AW					
			Sender :					
				Receiver:				
				EVA MICH				
				1855 WHITE COLUMNS DRIVE				
				ROLLA MO 65401				
			Total for Pickup Number: 6573120772				8 Package(s)	498.27
06/30	6573120783	1	1Z6173381371618035	Next Day Air Saver	62794	132	Letter	25.02
				Commercial				
				Letter				
				Fuel Surcharge				0.88
				Total				25.90
			1st ref: 19000115.00 CLC					
			Sender :					
				Receiver:				
				PERMITS SECTION				
				IEPA				
				1021 NORTH GRAND AVENUE EAST				
				SPRINGFIELD IL 62794				
			2 1Z6173380271558040	2nd Day Air Commercial	62794	202	6	22.39
				Customer Weight			5.2	
				Fuel Surcharge				0.78
				Total				23.17
			1st ref: 200078-01 CLC					
			Sender :					
				Receiver:				
				CHAD RICE				
				IEPA				
				1021 NORTH GRAND AVENUE EAST				
				SPRINGFIELD IL 62794				
			Total for Pickup Number: 6573120783				2 Package(s)	49.07
07/01	6573120794	1	1Z6173380170341250	Next Day Air Residential	65401	103	1	45.33
				Customer Weight			0.4	
				Residential Surcharge				4.70
				Delivery Area Surcharge				4.40
				Fuel Surcharge				1.91
				Total				56.34
			1st ref: 10.01 AW					
			Sender :					
				Receiver:				
				EVA MICH				
				1855 WHITE COLUMNS DRIVE				
				ROLLA MO 65401				

City of Lincoln
Monthly Progress Report
June 2020

CSO Improvements at WWTP
19000115.00

CMT has been responding to Contractor questions, reviewing shop drawings, completing the construction contract paperwork. Project is to commence on August 3. Field work will begin after the Contractor is onsite.



JUL 31 2020

RECEIVED

INVOICE

Accounts Payable
City of Lincoln, IL
700 Broadway Street
Lincoln, IL 62656

Invoice 0210370
Project 18003702.00
Invoice Date 07/22/2020
Client ID LI0050
Dept CMT.WR.08.SPI
Page 1

DESIGN OF A 70 MGD CSO TREATMENT FACILITY, NEW LAB BUILDING, NEW SECONDARY CLARIFIER MECHANISMS, NEW SCREEN BUILDING, GRIT CLASSIFIER AND SLUDGE CONVEYOR PER AGREEMENT DATED JUNE 4, 2018

Professional Services from May 30, 2020 to July 3, 2020

Task 01 Task 01

Professional Personnel

	Hours	Rate	Amount
Project Architect II	2.00	220.00	440.00
Project Engineer I	18.50	190.00	3,543.50
Project Structural Engineer I	18.50	190.00	3,515.00
Senior Engineer I	14.00	150.00	2,100.00
Senior Architect I	36.50	150.00	5,475.00
Senior Structural Engineer I	45.00	150.00	6,750.00
Structural Engineer I	121.25	130.00	15,762.50
Technician I	24.50	95.00	2,327.50
Totals	280.25		39,913.50
Total Labor			39,913.50
Total this Task			\$39,913.50

Task 98 Bridge Design

Professional Personnel

	Hours	Rate	Amount
Project Engineer I	28.50	190.00	5,514.75
Project Structural Engineer I	3.00	190.00	570.00
Senior Structural Engineer II	47.00	175.00	8,225.00
Totals	78.50		14,309.75
Total Labor			14,309.75
Total this Task			\$14,309.75

Project Summary

Contract Amount	Previous	Current	Project To Date	Remaining	Payments	Outstanding
2,160,000.00	1,019,336.81	61,148.25	1,080,485.06	1,079,514.94	1,019,336.81	61,148.25

CRAWFORD, MURPHY & TILLY * ENGINEERS AND CONSULTANTS * 2750 WEST WASHINGTON ST * SPRINGFIELD, IL 62702-3465

(217) 787-8050 * F.E.I.N 37-0844662 * FAX (217) 787-4183

Project	18003702.00	Lincoln IL Design 70 MGD CSO Treatment	Invoice	0210370
Task	99	Rate Calculations		
Professional Personnel				
		Hours	Rate	Amount
Project Engineer II		4.00	220.00	880.00
Project Engineer I		24.00	190.00	4,560.00
Project Structural Engineer I		1.50	190.00	285.00
Senior Engineer I		8.00	150.00	1,200.00
Totals		37.50		6,925.00
Total Labor				6,925.00
			Total this Task	\$6,925.00
Total Billings				
		Current	Prior	To-Date
Total Billings		61,148.25	1,019,336.81	1,080,485.06
Limit				1,110,000.00
Remaining				29,514.94
			Total this Invoice	\$61,148.25

Billing Backup

Wednesday, July 22, 2020

Crawford, Murphy & Tilly, Inc.

Invoice 0210370 Dated 7/22/2020

7:38:40 PM

Task 01 Task 01

Professional Personnel

		Hours	Rate	Amount
Project Architect II				
Cain, George	1/6/2020	1.00	220.00	220.00
Cain, George	1/7/2020	1.00	220.00	220.00
Project Engineer I				
Brady, Shannon	1/27/2020	8.00	190.00	1,520.00
Brady, Shannon	1/29/2020	2.00	190.00	380.00
Brady, Shannon	3/16/2020	2.00	190.00	380.00
Hose, Daniel	2/12/2020	1.00	190.00	190.00
Hose, Daniel	2/14/2020	1.00	190.00	190.00
Remmert, Shane	1/10/2020 OT	1.00	218.50	218.50
Remmert, Shane	1/21/2020	2.00	190.00	380.00
Remmert, Shane	1/24/2020	.50	190.00	95.00
Timmons, Kristin	1/7/2020	1.00	190.00	190.00
Project Structural Engineer I				
Large, Jeffery	1/9/2020	1.00	190.00	190.00
Large, Jeffery	1/10/2020	2.00	190.00	380.00
Large, Jeffery	1/21/2020	.50	190.00	95.00
Large, Jeffery	1/22/2020	2.50	190.00	475.00
Large, Jeffery	1/23/2020	1.00	190.00	190.00
Large, Jeffery	1/29/2020	1.00	190.00	190.00
Large, Jeffery	1/30/2020	1.00	190.00	190.00
Large, Jeffery	3/9/2020	1.00	190.00	190.00
Large, Jeffery	3/13/2020	2.50	190.00	475.00
Large, Jeffery	3/15/2020	4.00	190.00	760.00
Large, Jeffery	3/16/2020	2.00	190.00	380.00
Senior Engineer I				
Schmitz, Henry	1/3/2020	.50	150.00	75.00
Schmitz, Henry	1/9/2020	.50	150.00	75.00
Schmitz, Henry	1/17/2020	.50	150.00	75.00
Schmitz, Henry	1/20/2020	1.50	150.00	225.00
Schmitz, Henry	1/21/2020	.50	150.00	75.00
Schmitz, Henry	2/5/2020	.50	150.00	75.00
Schmitz, Henry	2/27/2020	1.00	150.00	150.00
Schmitz, Henry	2/28/2020	.50	150.00	75.00
Schmitz, Henry	3/10/2020	1.50	150.00	225.00
Schmitz, Henry	3/13/2020	4.50	150.00	675.00
Schmitz, Henry	3/16/2020	2.50	150.00	375.00

Project	18003702.00	Lincoln IL Design 70 MGD CSO Treatment			Invoice	0210370
Senior Architect I						
Block, Alexander	3/16/2020	3.00	150.00		450.00	
Frazier, Gregory	1/2/2020	4.00	150.00		600.00	
Frazier, Gregory	1/6/2020	2.50	150.00		375.00	
Frazier, Gregory	3/10/2020	1.50	150.00		225.00	
Frazier, Gregory	3/11/2020	4.50	150.00		675.00	
Frazier, Gregory	3/12/2020	7.00	150.00		1,050.00	
Frazier, Gregory	3/13/2020	6.50	150.00		975.00	
Frazier, Gregory	3/15/2020	3.50	150.00		525.00	
Frazier, Gregory	3/16/2020	4.00	150.00		600.00	
Senior Structural Engineer I						
Brent, Jonathan	1/2/2020	1.00	150.00		150.00	
Brent, Jonathan	1/6/2020	.50	150.00		75.00	
Brent, Jonathan	1/9/2020	4.50	150.00		675.00	
Brent, Jonathan	1/10/2020	.50	150.00		75.00	
Brent, Jonathan	1/13/2020	1.50	150.00		225.00	
Brent, Jonathan	1/16/2020	2.00	150.00		300.00	
Brent, Jonathan	1/20/2020	1.50	150.00		225.00	
Brent, Jonathan	1/21/2020	.50	150.00		75.00	
Brent, Jonathan	2/4/2020	.50	150.00		75.00	
Brent, Jonathan	2/5/2020	1.50	150.00		225.00	
Brent, Jonathan	2/6/2020	1.00	150.00		150.00	
Brent, Jonathan	2/7/2020	1.00	150.00		150.00	
Brent, Jonathan	2/10/2020	1.00	150.00		150.00	
Brent, Jonathan	2/11/2020	1.00	150.00		150.00	
Brent, Jonathan	2/12/2020	1.00	150.00		150.00	
Brent, Jonathan	2/13/2020	1.50	150.00		225.00	
Brent, Jonathan	2/14/2020	1.00	150.00		150.00	
Brent, Jonathan	2/18/2020	.50	150.00		75.00	
Brent, Jonathan	2/20/2020	1.00	150.00		150.00	
Brent, Jonathan	2/26/2020	.50	150.00		75.00	
Brent, Jonathan	2/28/2020	.50	150.00		75.00	
Brent, Jonathan	3/2/2020	.50	150.00		75.00	
Brent, Jonathan	3/3/2020	.50	150.00		75.00	
Brent, Jonathan	3/5/2020	.50	150.00		75.00	
Brent, Jonathan	3/9/2020	.50	150.00		75.00	
Brent, Jonathan	3/10/2020	.50	150.00		75.00	
Brent, Jonathan	3/11/2020	4.50	150.00		675.00	
Brent, Jonathan	3/12/2020	7.00	150.00		1,050.00	
Brent, Jonathan	3/13/2020	5.50	150.00		825.00	
Brent, Jonathan	3/16/2020	1.50	150.00		225.00	
Structural Engineer I						
Cochran, Derek	2/5/2020	8.00	130.00		1,040.00	
Cochran, Derek	2/6/2020	8.00	130.00		1,040.00	
Cochran, Derek	2/7/2020	8.00	130.00		1,040.00	

Project	18003702.00	Lincoln IL Design 70 MGD CSO Treatment			Invoice	0210370
Cochran, Derek		2/10/2020	9.00	130.00	1,170.00	
Cochran, Derek		2/11/2020	9.00	130.00	1,170.00	
Cochran, Derek		2/12/2020	7.00	130.00	910.00	
Cochran, Derek		2/13/2020	7.00	130.00	910.00	
Cochran, Derek		2/14/2020	5.75	130.00	747.50	
Cochran, Derek		2/18/2020	1.50	130.00	195.00	
Cochran, Derek		2/20/2020	4.00	130.00	520.00	
Cochran, Derek		2/21/2020	6.00	130.00	780.00	
Cochran, Derek		2/24/2020	3.00	130.00	390.00	
Cochran, Derek		2/28/2020	5.50	130.00	715.00	
Cochran, Derek		3/2/2020	3.00	130.00	390.00	
Cochran, Derek		3/3/2020	4.00	130.00	520.00	
Cochran, Derek		3/4/2020	1.50	130.00	195.00	
Cochran, Derek		3/5/2020	9.00	130.00	1,170.00	
Cochran, Derek		3/6/2020	2.50	130.00	325.00	
Cochran, Derek		3/12/2020	6.00	130.00	780.00	
Cochran, Derek		3/13/2020	5.50	130.00	715.00	
Cochran, Derek		3/16/2020	8.00	130.00	1,040.00	
Technician I						
Langheim, Jennifer		2/21/2020	1.75	95.00	166.25	
Langheim, Jennifer		2/24/2020	.75	95.00	71.25	
Smith, Mathew		1/13/2020	1.50	95.00	142.50	
Smith, Mathew		2/28/2020	1.00	95.00	95.00	
Smith, Mathew		3/3/2020	2.00	95.00	190.00	
Smith, Mathew		3/4/2020	1.00	95.00	95.00	
Smith, Mathew		3/5/2020	4.00	95.00	380.00	
Smith, Mathew		3/6/2020	4.00	95.00	380.00	
Smith, Mathew		3/9/2020	2.50	95.00	237.50	
Smith, Mathew		3/16/2020	6.00	95.00	570.00	
Totals			280.25		39,913.50	
Total Labor						39,913.50
Total this Task						\$39,913.50

Task 98 Bridge Design

Professional Personnel

		Hours	Rate	Amount
Project Engineer I				
Brady, Shannon	2/3/2020	1.00	190.00	190.00
Brady, Shannon	2/4/2020	1.00	190.00	190.00
Brady, Shannon	2/5/2020	1.00	190.00	190.00
Brady, Shannon	2/6/2020	.50	190.00	95.00
Brady, Shannon	2/10/2020	1.00	190.00	190.00
Brady, Shannon	2/11/2020	1.00	190.00	190.00
Brady, Shannon	2/12/2020	2.00	190.00	380.00

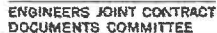
Project	18003702.00	Lincoln IL Design 70 MGD CSO Treatment			Invoice	0210370
Brady, Shannon		2/19/2020	1.00	190.00	190.00	
Remmert, Shane		2/5/2020	3.50	190.00	665.00	
Remmert, Shane		2/6/2020	2.00	190.00	380.00	
Remmert, Shane		2/7/2020	.50	190.00	95.00	
Remmert, Shane		2/7/2020 OT	3.50	218.50	764.75	
Remmert, Shane		2/10/2020	4.00	190.00	760.00	
Remmert, Shane		2/12/2020	1.50	190.00	285.00	
Remmert, Shane		2/18/2020	.50	190.00	95.00	
Remmert, Shane		2/19/2020	1.00	190.00	190.00	
Remmert, Shane		2/25/2020	.50	190.00	95.00	
Remmert, Shane		2/27/2020	.50	190.00	95.00	
Remmert, Shane		3/10/2020	1.00	190.00	190.00	
Remmert, Shane		3/11/2020	.50	190.00	95.00	
Remmert, Shane		3/12/2020	.50	190.00	95.00	
Remmert, Shane		3/16/2020	.50	190.00	95.00	
Project Structural Engineer I						
Large, Jeffery		2/10/2020	1.00	190.00	190.00	
Large, Jeffery		2/11/2020	.50	190.00	95.00	
Large, Jeffery		2/13/2020	.50	190.00	95.00	
Large, Jeffery		2/24/2020	1.00	190.00	190.00	
Senior Structural Engineer II						
Cunningham, David		2/13/2020	3.00	175.00	525.00	
Cunningham, David		2/14/2020	3.00	175.00	525.00	
Cunningham, David		2/19/2020	2.00	175.00	350.00	
Cunningham, David		2/20/2020	2.00	175.00	350.00	
Cunningham, David		2/21/2020	2.00	175.00	350.00	
Cunningham, David		2/24/2020	2.00	175.00	350.00	
Cunningham, David		2/25/2020	2.00	175.00	350.00	
Cunningham, David		2/26/2020	2.00	175.00	350.00	
Cunningham, David		2/27/2020	4.00	175.00	700.00	
Cunningham, David		3/2/2020	2.00	175.00	350.00	
Cunningham, David		3/4/2020	2.00	175.00	350.00	
Cunningham, David		3/5/2020	3.00	175.00	525.00	
Cunningham, David		3/6/2020	4.00	175.00	700.00	
Cunningham, David		3/9/2020	3.00	175.00	525.00	
Cunningham, David		3/10/2020	3.00	175.00	525.00	
Cunningham, David		3/11/2020	4.00	175.00	700.00	
Cunningham, David		3/13/2020	2.00	175.00	350.00	
Cunningham, David		3/16/2020	2.00	175.00	350.00	
Totals			78.50		14,309.75	
Total Labor						14,309.75
				Total this Task		\$14,309.75

Task	99	Rate Calculations
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Project	18003702.00	Lincoln IL Design 70 MGD CSO Treatment	Invoice	0210370
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Professional Personnel

		Hours	Rate	Amount	
Project Engineer II					
Crites, Christina	1/9/2020	1.00	220.00	220.00	
Crites, Christina	2/25/2020	3.00	220.00	660.00	
Project Engineer I					
Brady, Shannon	1/8/2020	1.00	190.00	190.00	
Brady, Shannon	1/9/2020	3.00	190.00	570.00	
Brady, Shannon	1/10/2020	2.00	190.00	380.00	
Brady, Shannon	1/28/2020	1.00	190.00	190.00	
Brady, Shannon	2/5/2020	2.00	190.00	380.00	
Brady, Shannon	2/6/2020	.50	190.00	95.00	
Brady, Shannon	2/20/2020	2.00	190.00	380.00	
Remmert, Shane	1/8/2020	1.00	190.00	190.00	
Remmert, Shane	1/9/2020	4.00	190.00	760.00	
Remmert, Shane	1/13/2020	.50	190.00	95.00	
Remmert, Shane	1/17/2020	2.50	190.00	475.00	
Remmert, Shane	1/27/2020	2.00	190.00	380.00	
Remmert, Shane	1/28/2020	1.00	190.00	190.00	
Remmert, Shane	1/29/2020	.50	190.00	95.00	
Remmert, Shane	1/31/2020	1.00	190.00	190.00	
Project Structural Engineer I					
Large, Jeffery	1/28/2020	1.50	190.00	285.00	
Senior Engineer I					
Schmitz, Henry	1/29/2020	.50	150.00	75.00	
Schmitz, Henry	1/30/2020	3.50	150.00	525.00	
Schmitz, Henry	1/31/2020	4.00	150.00	600.00	
Totals		37.50		6,925.00	
Total Labor					6,925.00
			Total this Task		\$6,925.00
			Total this Project		\$61,148.25
			Total this Report		\$61,148.25



Contractor's Application for Payment No. TWO

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE		Application Period: 04/01/20 - 04/30/20	Application Date: 4/30/2020
To (Owner):	City of Lincoln	From (Contractor): Stark Excavating, Inc.	Via (Engineer): Crawford, Murphy & Tilly / Attn: Christy Crites
Project:	Union Street Pump Station	Contract:	
Owner's Contract No.:		Contractor's Project No.: C-LINCOLN SEI #-19224	Engineer's Project No.: 170026.01

Application For Payment
Change Order Summary

Approved Change Orders			Change Order Summary	
Number	Additions	Deductions		
			1. ORIGINAL CONTRACT PRICE	\$ 3,429,900.00
			2. Net change by Change Orders	\$
			3. Current Contract Price (Line 1 ± 2)	\$ 3,429,900.00
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates)	\$ 482,548.50
			5. RETAINAGE:	
			a. 10% X \$48,254.85 Work Completed	\$ 48,254.85
			b. X Stored Material	\$
			c. Total Retainage (Line 5.a + Line 5.b)	\$ 48,254.85
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	\$ 434,293.65
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 299,203.65
			8. AMOUNT DUE THIS APPLICATION	\$ 135,090.00
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above)	\$ 2,995,606.35
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature _____

By:

Date: 4-30-20

Payment of: \$ 135,090.00
(Line 8 or other - attach explanation of the other amount)

(Line 8 or other - attach explanation of the other amount)

is recommended by: Christina Cruz 7-27-20
(Engineer) (Date)

(Engineer) (Date)

Payment of: \$ 135,096.00
(Line 8 or other - attach explanation of the other amount)

(Line 3 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Funding or Financing Entity (if applicable)	(Date)
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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract): UNION STREET PUMP STATION				Application Number: TWO		SEI #19224		
Application Period: 04/01/20 - 04/30/20				Application Date: 4/30/2020				
			Work Completed		E	F		G
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period				
05 40 00	Cold Formed Framing L&E - Stark	\$2,600.00						\$2,600.00
	Cold Formed Framing Material - Stark	\$800.00						\$800.00
05 50 00	Bollards / Baffle Plate / Lintel L&E - Stark	\$7,300.00						\$7,300.00
	Bollards / Baffle Plate / Lintel Material - Stark	\$2,400.00						\$2,400.00
	Hatches / Ladders L&E - Stark	\$12,000.00						\$12,000.00
	Hatches / Ladders Material - Halliday	\$15,479.00						\$15,479.00
07 21 19	Formed Insulation L&E - Rainguard	\$1,415.00						\$1,415.00
	Formed Insulation Material - Rainguard	\$2,000.00						\$2,000.00
07 53 23	Roofing / Sheet Metal L&E - Wyman Roofing	\$4,577.00						\$4,577.00
	Roofing / Sheet Metal Material - Wyman Roofing	\$9,458.00						\$9,458.00
08 11 13	MH Doors / Frames Hardware L&E - SK Exteriors	\$3,560.00						\$3,560.00
09 96 00	Painting L&E - RP Coatings	\$15,350.00						\$15,350.00
	Painting Material - RP Coatings	\$3,150.00						\$3,150.00
23 00 00	HVAC L&E - SBC	\$9,491.00						\$9,491.00
	HVAC Material - SBC	\$2,909.00						\$2,909.00
26 00 00	Rough-in L&E - Wilcox	\$33,725.00						\$33,725.00
	Rough-in Material - Wilcox	\$13,000.00						\$13,000.00
	Service & Gear L&E - Wilcox	\$32,240.00						\$32,240.00
	Service & Gear Material - Wilcox	\$55,575.00						\$55,575.00
	Fixtures L&E - Wilcox	\$4,800.00						\$4,800.00
	Fixtures Material - Wilcox	\$6,500.00						\$6,500.00
	Trim-out L&E - Wilcox	\$6,137.00						\$6,137.00
	Trim-out Material - Wilcox	\$6,548.00						\$6,548.00
26 20 23	VFD's Material - Vandevanter	\$37,222.00						\$37,222.00
Total Page 2		\$288,236.00						\$288,236.00

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract): UNION STREET PUMP STATION				Application Number: TWO		SEI #19224		
Application Period: 04/01/20 - 04/30/20				Application Date: 4/30/2020				
			Work Completed		E	F		G
Specification Section No.	A Description	B Scheduled Value (\$)	C From Previous Application (C+D)	D This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
31 23 00	Mass Excavation L&E - Stark	\$20,000.00		\$14,000.00		\$14,000.00	70.0%	\$6,000.00
	Building Excavation L&E - Stark	\$48,500.00		\$43,650.00		\$43,650.00	90.0%	\$4,850.00
	Building BF L&E - Stark	\$49,500.00		\$9,900.00		\$9,900.00	20.0%	\$39,600.00
	Building BF Material - Stark	\$4,000.00		\$800.00		\$800.00	20.0%	\$3,200.00
	Construction Entrance L&E - Stark	\$3,000.00	\$3,000.00			\$3,000.00	100.0%	
	Construction Entrance Material - Stark	\$4,600.00	\$4,600.00			\$4,600.00	100.0%	
	Agg Surface L&E - Stark	\$19,500.00						\$19,500.00
	Agg Surface Material - Stark	\$19,100.00						\$19,100.00
	Rip Rap L&E - Stark	\$1,200.00						\$1,200.00
	Rip Rap Material - Stark	\$1,400.00						\$1,400.00
31 25 00	Silt Fence / Inlet Prot L&E - Stark	\$4,000.00	\$1,000.00			\$1,000.00	25.0%	\$3,000.00
	Silt Fence / Inlet Prot Material - Stark	\$1,500.00	\$375.00			\$375.00	25.0%	\$1,125.00
32 12 16	HMA Patching Subcontract - PH Broughton	\$182,000.00						\$182,000.00
32 13 13	4" Sidewalk L&E - Stark	\$4,500.00						\$4,500.00
	4" Sidewalk Material - Stark	\$900.00						\$900.00
	6" PCC Driveway and Pad L&E - Stark	\$8,500.00						\$8,500.00
	6" PCC Driveway and Pad Material - Stark	\$2,900.00						\$2,900.00
	Curb & Gutter L&E - Stark	\$12,500.00						\$12,500.00
	Curb & Gutter Material - Stark	\$3,600.00						\$3,600.00
32 31 00	Fence L&E - Collins & Hermann	\$10,410.00						\$10,410.00
	Fence Material - Collins & Herman	\$5,540.00						\$5,540.00
32 90 00	Seeding L&E - Stark	\$15,300.00						\$15,300.00
33 05 00	24" RCP L&E - Stark	\$900.00						\$900.00
	24" RCP Material - Stark	\$3,700.00						\$3,700.00
	27" SDR 35 L&E - Stark	\$33,500.00						\$33,500.00
	27" SDR 35 Material - Stark	\$51,000.00						\$51,000.00
	24" SDR 35 Overflow L&E - Stark	\$8,600.00						\$8,600.00
	24" SDR 35 Overflow Material - Stark	\$27,000.00						\$27,000.00
	24" SDR 35 Remove and Replace L&E- Stark	\$163,500.00						\$163,500.00
	24" SDR 35 Remove and Replace Material - Stark	\$204,100.00						\$204,100.00
Total Page 3		\$914,750.00	\$8,975.00	\$68,350.00		\$77,325.00		\$837,425.00

Progress Estimate - Lump Sum Work

Contractor's Application

[illegible]

**PARTIAL
WAIVER of LIEN**

Project Name: Union Street Pump Station

CMT Project No.: 170026.01

OWNER: City of Lincoln

CONTRACTOR: Stark Excavating, Inc. (SEI #19224)

WAIVER OF LIEN NO. 2

STATE OF ILLINOIS)

SS

COUNTY OF MCLEAN)

I David K. Stark being first duly sworn, deposes and
(Name of Affiant for Contractor/Subcontractor)

says that he/she is President of Stark Excavating, Inc.
(Sole Owner, a Partner, President, Secretary, etc.) (Contractor/Subcontractor)

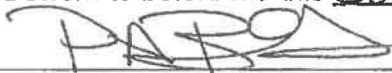
The undersigned, for and in consideration of One hundred thirty five thousand ninety & 00/100
(\$ 135,090.00) Dollars,

and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to Liens Against Public Funds on the monies, bonds or warrants due or to become due, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished by the undersigned for the above-described project or premises. Contingent upon receipt of payment.



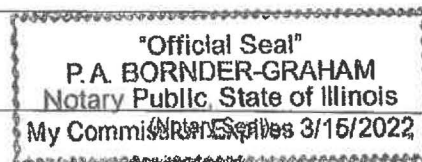
(Signature of Affiant for Contractor/Subcontractor)

Subscribed and sworn to before me this 30th day of April, 20 20



(Notary Public)

My Commission Expires: 03/15/2022



MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Walt Landers, Street Superintendent

MEETING

DATE: August 11, 2020

RE: Heitmann Dr. Preliminary Construction & Engineering Service Agreement

Background

At the Council's request, I requested from Farnsworth Group a proposal for engineering service in regards to the reconstruction of the portion of Heitmann Dr. from Woodlawn Rd south to just past Olson Dr.

Analysis/Discussion

This portion of roadway was on the initial list of targets brought forward for resurfacing this year. It was decided to not add it to the projects for FY 2020-2021 and focus on other targets throughout the City doing work in each of the four Wards. In early July, the City was notified it would be receiving funds through the Rebuild Illinois Bond program. The city should receive two installments of \$159,311.78 per year for the next three years. The city has since received the first two installments for 2020 and has a balance off \$318,623.56. It was decided to use these funds to move forward with the engineering work with construction to begin spring of 2021.

Fiscal Impact

Design and Construction Engineering services \$72,200.00, to be paid from MFT/Rebuild Illinois Fund 20-0000-6435.

COW Recommendation

Approve the Preliminary Construction & Engineering Service Agreement with Farnsworth Group and place on the Agenda for the regular City Council meeting August 17, 2020.

Council Recommendation:

Approve the Preliminary Construction & Engineering Service Agreement with Farnsworth Group with updated dates

Municipality City of Lincoln	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Farnsworth Group, Inc.
Township				Address 120 S. McLean Street
County Logan				City Lincoln
Section 20-00097-00-PV				State IL

THIS AGREEMENT is made and entered into this 17th day of August, 2020 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
Contractor	Company or Companies to which the construction contract was awarded

Section Description

Name Heitmann Drive Route N/A Length 0.106 miles Structure No. _____

Termini IL 121 to Olson Drive

Description
PC Concrete Pavement removal and replacement within existing curb and gutter, traffic control, pavement markings, and related associated improvements

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
 - a. ☒ Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b. ☐ Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
 - c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. ☐ 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.

- e. ☐ Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
- f. ☐ Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

NOTE Four copies to be submitted to the Regional Engineer

- g. ☒ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h. ☐ Furnish the LA with survey and drafts in quadruplicate of 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.
- i. ☒ Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j. ☒ Furnish or cause to be furnished:
 - (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
 - (2) ~~Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.~~
 - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
 - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
 - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
- k. ☒ Furnish or cause to be furnished
 - (1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
 - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - b. Establishment and setting of lines and grades.
 - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
 - e. Revision of contract drawings to reflect as built conditions.
 - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

NOTE: *When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.*

2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a. ☐ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. ☐ A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000	T. & M. not to Exceed	\$38,300 (see note)
		%
		%
		%
		%
		%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs ~~1b, 1c, 1d, 1e, 1f, 1h, 1j~~ and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs ~~1b, 1c, 1d, 1e, 1f, 1j~~ and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

**Grade Classification
of Employee**

Hourly Rate

(See attached Rate Schedule)

Construction engineering, material testing, documentation & closeout services not to exceed \$33,900.00.

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 12/31/2020. In event the services of the ENGINEER extend beyond 12/31/2020, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule: Monthly invoices for services completed payable within 30 days.
- a. ~~Upon completion of detailed plans, special provisions, proposals and estimate of cost — being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES — to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.~~
 - b. ~~Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.~~
 - c. ~~Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.~~
 - d. ~~Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.~~

~~By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.~~

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER at the rate schedule attached, for costs
for his actual costs plus _____ percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus _____ percent the rate schedule attached to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.
7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

City of Lincoln of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____,

City Clerk

By _____,

(Seal)

Title: City Mayor

Executed by the ENGINEER:

Farnsworth Group, Inc.

120 S. McLean Street

ATTEST:

Lincoln, IL 62656

By _____,

Title:

Title: *John M. M...*
Engineering Manager

Approved

Date

Department of Transportation

Regional Engineer

SCOPE OF SERVICES – EXHIBIT A
August 3, 2020
Survey, Permitting, Design, and Construction Engineering Services
City of Lincoln - Section
Heitmann Drive Pavement Reconstruction
IL 121 to Olson Drive

1. Field Survey Complete with Total Station/Data Collector or GPS Equipment

- Length of Project – 550 feet
- Length of topography survey including side roads – 650 feet
- Establish project site control and ties (Use State plane control and USGS elevation datum)
- Establish site benchmarks and set additional benchmarks at 200' minimum intervals
- Conduct limited topographic field survey to establish curb lines and centerline profile, pavement markings, signalization equipment and detector loops.

2. Preliminary Permitting/Data Analysis

- Initiate Design J.U.L.I.E. process to coordinate with existing utilities
- Prepare & submit Environmental Survey Request Form and Exhibits
- Prepare Preliminary Environmental Site Assessment (PESA)
- Obtain four (4) pavement and aggregate base cores within the project limits

3. Design Engineering Plans, Specifications, and Estimates

- Provide and label existing conditions plan base sheets and create digital terrain model from field topography survey
- Provide recommended pavement thickness based on existing conditions and IDOT BLR Manual policy
- Provide proposed plan and profile sheets showing proposed horizontal and vertical alignments for the locations within Project limits.
- Provide summary of quantities tables
- Provide existing and proposed roadway typical section
- Plan and Profile drawings at 1"=20' scale
- Pavement cross slope to vary and generally match existing
- Provide for Stage Construction and Maintenance of Traffic Plans
- Provide a Pavement Marking Plan
- Provide a Pavement Jointing Plan
- Provide for list of applicable State Highway Standards
- Provide Miscellaneous Details sheet including traffic signal loop detector replacement
- Design plans to be completed using MicroStation. Data files to be provided electronically if requested in accordance with IDOT standard policy
- Provide estimates for Cost and Time for the project
- Prepare form BLR 22120 *Approval of Design Variance* as needed
- Deliverable will consist of one complete prefinal and one complete final plan, specification, and estimate set to be delivered to the City and three sets delivered to IDOT

4. Project Meetings, Coordination and Administration

- Attend up to two (2) coordination meetings with IDOT, City, or other stakeholders
- Establish Construction Section number with IDOT
- Prepare form BLR 09110 *Resolution for Improvement Under the Illinois Highway Code*, and BLR 09120 *Statement of Proposed Road Improvement* for City execution
- Bidding coordination including preparing form BLR 12310 *Contractor's Bulletin Request for Advertisement*, attendance of bid opening, and preparing bid tabulation

5. Construction Engineering Services

- Assist in processing construction contracts and construction bonds
- Attend Pre-Construction Meeting and prepare meeting minutes
- Mark project limits and discuss design intent with Contractor prior to construction
- Document preconstruction conditions
- Perform full-time construction observation services that may include:
 - Visual review of proposed base or sub-base layers
 - Spot checks of proposed improvement grades, slopes and depths
 - Material testing of PCC materials on site
 - Documenting final project quantities and materials
- Review site after construction and provide punch list items for City review
- Processing closeout documents required by IDOT or City

Assumptions:

- REBUILD Illinois and local funds to be used for construction and engineering. No Federal funding to be utilized as part of this project.
- Project Limits: IL 121 to 100 feet south of Olson Drive
- Functional classifications: Heitmann Drive. – Collector
- Existing curb and gutter to remain. Pavement markings to be same as existing locations
- No additional Right-Of-Way or Temporary Construction Easements will be required as part of this project
- Proposed Improvements Summarized as Follows:
 - Replacement of existing PCC pavement with new PCC pavement, utilizing existing curb & gutter
- Project to be constructed in two construction phases
- Design Policy – Local Roads and Streets Manual, 2005 Edition (as updated on IDOT's website)
- Existing drainage patterns and facilities to remain
- Services completed in accordance with the attached General Conditions

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

- Existing or proposed roadway cross sections
- IDOT/FHWA Phase I Project Development Report
- Storm Water Pollution Prevention Plan (SWPPP) and Erosion Control Plan
- Multiple (2 or more) construction section PS&E packages
- Formal Public Hearing, Public Open House or Context Sensitive Solutions (CSS) process
- Intersection Design Studies or Traffic Capacity Analysis
- Existing Traffic Counts or Auxiliary Turn Lane Warrants
- Retaining Wall or Structural Engineering Services
- Street lighting replacement or other electrical and lighting design
- Easement Plats or staking
- Title Commitments and Appraisals
- R.O.W. and Property Survey, Staking, Plats, Acquisition or Recording Services or fees
- Public or Private Detailed Utility Relocation Analysis or Review
- Public or Private Utility Extensions or Replacements

- Drainage/storm sewer analysis or design or drainage structure improvements
- Geotechnical borings or report
- IHPA historical/archeological Level 1 studies
- IDNR endangered species detailed action reports
- EA, or EIS Environmental work
- Site soil borings or material sampling or testing that may be required as a result of PESA Report findings
- Preliminary Site Investigations (PSI) – detailed hazardous waste investigations
- Floodplain or Compensatory Storage Analysis or Review
- Additional Coordination Meetings with City Council, Homeowners, Schools, Businesses, or Associations other than those detailed above
- Wetland field survey or mitigation
- 4(f) or 6(f) Special Lands Studies
- IEPA Notice of Intent (NOI) or Notice of Termination (NOT)
- Aggregate testing at the quarry
- PCC plant testing services (assumed provided by IDOT)
- Construction layout services
- Traffic signal equipment upgrades other than detector loop replacement
- Additional design services for any items within IDOT existing right-of-way
- Wetland surveys and investigations in field

This work will be done on a time and material basis under a separate contract addendum, if requested at a later date by the City.

SCOPE OF SERVICES – EXHIBIT A
August 3, 2020
Survey, Permitting, Design, and Construction Engineering Services
City of Lincoln - Section
Heitmann Drive Pavement Reconstruction
IL 121 to Olson Drive

PRELIMINARY INDEX OF SHEETS

NUMBER	TITLE
1	Cover Sheet and Index of Sheets
2	Highway Standards List, General Notes, and Commitments
3	Summary of Quantities
4	Existing and Proposed Typical Sections and Legend
5	Control, Alignment, and Survey Ties and Benchmarks
6	Plan and Profiles (1 sheet)
7-10	Staging and Maintenance of Traffic Details (4 sheets)
11	Pavement Marking Plan (1 sheet)
12	Detector Loop Replacement Details (1 sheet)
13-14	Pavement Jointing Plan (2 sheets)
15-16	Miscellaneous Details and District Details (2 sheets)

Estimate 16 sheets in final plan set

Date: July 14, 2020
Client: City of Lincoln, IL
Project: Heitmann Drive Pavement Reconstruction

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.

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: All purchases of Services are expressly limited to and conditioned upon acceptance of this Agreement. 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. Any additional or conflicting terms or conditions contained in any purchase order, statement of work, or other document issued by Client will not be binding upon Farnsworth Group and are expressly rejected by Farnsworth Group.

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. Farnsworth Group. 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.

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.

Invoices: Client will pay Farnsworth Group the fees set forth in the Agreement (the "Fees"). 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 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. Client will reimburse Farnsworth Group at the rate of cost plus 10% for reasonable meals and travel expenses incurred in connection with travel requested by Client outside the metropolitan area in which the individual employee or contractor of Farnsworth Group normally works.

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.

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 applicable lawful governmental or quasi-governmental order, rules, and regulations.

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.

Notice: All notices required or permitted under this Agreement must be written and will be deemed given and received (a) if by personal delivery, on the date of such delivery, (b) if by electronic mail, on the transmission date if sent before 4:00 pm U.S. central time on a business day or, in any other case, on the next business day, (c) if by nationally recognized overnight courier, on the next business day following deposit for next business day delivery, or (d) if by certified mail, return receipt requested with postage prepaid, on the third business day following deposit. Notice must be addressed at the address or electronic mail address shown below for, or such other address as may be designated by notice by such Party.

If to Client:

[Company Entity]

Attn: Walt Landers

E-mail: wlanders@lincolnil.gov

If to Farnsworth Group:
Farnsworth Group, Inc.
Attn: Joe Adams

E-mail: jadams@f-w.com

With a copy (which will not constitute notice) to:
Farnsworth Group, Inc.
Attn: Chris Grgurich
100 Walnut Street, Suite 200
Peoria, IL 61602
E-mail: cgrgurich@F-W.com

Facsimile; PDF Signatures. Execution and delivery of this Agreement by delivery of a facsimile or portable document format ("PDF") copy bearing the facsimile or PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such facsimile and PDF copies shall constitute enforceable original documents.

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.

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 its 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.

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.

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, 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.

(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 G202-2013, 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.

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

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 represents that the construction contractor and construction subconsultant shall be made aware by Client 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 1 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.

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 Services performed under this 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.

General 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.

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.

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 of 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 effect until fulfilled.

Governing Law: The Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois without regard to conflict of law principles.



Exhibit C
Schedule of Charges - January 1, 2020

Engineering/Surveying Professional Staff	Per Hour
Administrative Support.....	\$ 70.00
Engineering Associate I/Cx Specialist I.....	\$ 115.00
Engineering Associate II/Cx Specialist II.....	\$ 128.00
Engineer/Land Surveyor/Senior Cx Specialist	\$ 138.00
Senior Engineer/Senior Land Surveyor/Cx Project Manager.....	\$ 145.00
Project Engineer/Project Land Surveyor/Senior Cx Project Manager.....	\$ 158.00
Senior Project Engineer/Senior Project Land Surveyor/Cx Manager.....	\$ 175.00
Engineering Manager/Land Surveying Manager/Senior Cx Manager.....	\$ 198.00
Senior Engineering Manager/Senior Land Surveying Manager/Senior Cx Director	\$ 207.00
Principal/Vice President.....	\$ 215.00

Technical Staff

Technician I	\$ 75.00
Technician II	\$ 100.00
Cx Technician	\$ 108.00
Senior Technician	\$ 110.00
Chief Technician	\$ 128.00
Designer/Computer Specialist/Lead Technician	\$ 138.00
Senior Designer.....	\$ 144.00
Project Designer/Project Technician	\$ 155.00
Senior Project Designer/Systems Integration Manager	\$ 170.00
Design Manager/Government Affairs Manager.....	\$ 188.00
Technical Manager	\$ 194.00
Senior Technical Manager.....	\$ 207.00

Architecture/Landscape Architecture/Interior Design Professional Staff

Designer I	\$ 105.00
Senior Interior Designer/Designer II/Historical Preservation Technician	\$ 115.00
Architect/Interior Design Manager/Designer III/Project Coordinator	\$ 131.00
Senior Architect/Senior Project Coordinator.....	\$ 140.00
Project Architect/Project Manager/Historical Preservation Specialist I	\$ 151.00
Senior Project Architect/Senior Project Manager	\$ 166.00
Architectural Manager/Historical Preservation Specialist II.....	\$ 176.00
Senior Architectural Manager	\$ 186.00
Principal – Architecture.....	\$ 209.00

Units

Overtime, If Required by Client – Non-Exempt Employees Only.....	1.25x billing rate
Expert Testimony.....	2x billing rate
Per diem	\$55.00/day
ATV & Trailer	\$11.00/hr
Field Vehicle	\$14.00/hr
Automobile mileage	IRS rate + 2.5 cents
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, 2021 UNLESS OTHERWISE NOTIFIED

APPENDIX D

ESTIMATED PROJECT SCHEDULE –August 3, 2020

City of Lincoln
Heitmann Drive Pavement Reconstruction
IL 121 to Olson

<u>Task</u>	<u>Date</u>
Engineering Scope of Work and Contract Package Submitted	July 23, 2020
City Approval of Project Engineering Services – MFT and Rebuild Funded	Aug. 3, 2020
Submit MFT Resolution and Engineering Agreement to IDOT for Approval	Aug. 7, 2020
Environmental Survey Request Form Submitted and JULIE Design Locate Called In	Aug. 10, 2020
Initiate Special Waste Screening (PESA)	Aug. 12, 2020
Field Topography finished (weather dependent)	Aug. 31, 2020
Complete existing plan base sheets and digital terrain contour model	Sept. 25, 2020
Submit existing plan sheets to Utility Agencies	Sept. 30, 2020
Pre-Final Plans, Specifications, and Estimates submitted to City, IDOT, and Utilities	Nov. 16, 2020
Pre-Final Plans, Specifications and Estimates Review Comments Received from City, IDOT and Utilities	Jan. 8, 2021
Final Plans, Specifications and Estimates Submitted to City, IDOT and Utilities	Feb. 19, 2021
Final Plans, Specifications and Estimates Approved by City and IDOT	Mar. 19, 2020
Bid Opening (Local Letting)	April, 2021
Project Award, Construction Contracts and Bonds Completed, Pre-Construction Meeting and Notice to Proceed with Construction	May, 2021
Construction Ends	Summer/Fall, 2021

Notes:

1. Estimated schedule based upon no delays beyond the control of the City and Engineer for Environmental signoffs
2. Estimated schedule based upon Expedited review times by City and IDOT and other Regulatory Agencies and are beyond the control of the Engineer
3. Above schedule assumes Engineering and Surveying services are funded with Local or Rebuild Illinois Funds.
4. Estimated schedule assumes no Right of Way or easements are needed to construct the project

Exhibit E
Fee Summary - August 3, 2020
Assumes Engineering Local/REBUILD IL Funded

City of Lincoln
Heitmann Dr. Pavement Reconstruction
IL 121 to Olson Dr.

Concept Construction Opinion of Cost = \$275,000 (Year 2020 \$)

(PH 01) FIELD SURVEY COMPLETE

Set Control, Topographic Survey, Processing Data, Boundary Calculation

Field Truck	12 Hrs.	@	\$14.00 /Hr. =	\$168.00	
Ch. Tech.	16 Hrs.	@	\$128.00 /Hr. =	\$2,048.00	
Technician II	12 Hrs.	@	\$100.00 /Hr. =	\$1,200.00	
Survey Field Supplies, Mileage				\$84.00	\$3,500.00

(PH 02) PRELIMINARY PERMITTING AND DATA ANALYSIS

J.U.L.I.E. Design Locate, IDNR/IHPA and ESR with Exhibits, Special Waste Screening, Pavement Cores

Eng. Manager	2 Hrs.	@	\$198.00 /Hr. =	\$396.00	
Sr. Proj. Eng.	12 Hrs.	@	\$175.00 /Hr. =	\$2,100.00	
Eng. Associate II	42 Hrs.	@	\$128.00 /Hr. =	\$5,376.00	
Subconsultant	1 LSUM	@	\$2,000.00 /Hr. =	\$2,000.00	
Exhibits, Plots, Postage, Misc.				\$128.00	\$10,000.00

(PH 03) DESIGN ENGINEERING PLANS, SPECIFICATIONS, AND ESTIMATES

Pavement Design, Cover Sheet, Typical Sections, Plan and Profile Sheets, Traffic Control and Staging, Special Details, Quantity Calculations, Special Provisions, Estimate of Cost/Time, Cross Sections, QC/QA, Revisions

Principal	4 Hrs.	@	\$215.00 /Hr. =	\$860.00	
Eng. Manager	34 Hrs.	@	\$198.00 /Hr. =	\$6,732.00	
Proj. Designer	8 Hrs.	@	\$155.00 /Hr. =	\$1,240.00	
Eng. Associate II	76 Hrs.	@	\$128.00 /Hr. =	\$9,728.00	
CADD	65 Hrs.	@	\$15.00 /Hr. =	\$975.00	
Exhibits, Plots, Postage, Misc.				\$165.00	\$19,700.00

(PH 04) PROJECT MEETINGS, COORDINATION, AND ADMINISTRATION

Meetings, IDOT Documentation, Bidding Coordination, Project Scheduling and Coordination

Eng. Manager	16 Hrs.	@	\$198.00 /Hr. =	\$3,168.00	
Eng. Associate II	14 Hrs.	@	\$128.00 /Hr. =	\$1,792.00	
Exhibits, Plots, Postage, Misc.				\$140.00	\$5,100.00

(PH 05) CONSTRUCTION ENGINEERING SERVICES

Construction Engineering, Material Testing, Documentation, and Closeout

Engineer	200 Hrs.	@	\$138.00 /Hr. =	\$27,600.00	
Eng. Manager	24 Hrs.	@	\$198.00 /Hr. =	\$4,752.00	
Truck Days	20 Days	@	\$65.00 /Day	\$1,300.00	
Plots, equipment, misc.				\$248.00	\$33,900.00

Agreement Total **\$72,200.00**

AUG 06 2020

RECEIVED

AGREEMENT

This AGREEMENT made and entered into this 1st day of June, 2019 20, by and between Logan County, a body corporate and politic, existing by and under the laws of the State of Illinois, (hereinafter referred to as the "County"), and City of LINCOLN, a municipal corporation, existing by and under the laws of the State of Illinois, (hereinafter referred to as the "City"),

WITNESSETH:

WHEREAS, the County is authorized under the Illinois Animal Control Act to provide certain animal control services and to enter into agreements regarding the provision of said services, and

WHEREAS, the City of Lincoln, pursuant to the Cities and Villages Act, Chapter 65, paragraph 5/11-20-9, Illinois Compiled Statutes, is authorized to regulate and prohibit the running-at-large of animals within the City limits of Lincoln, Illinois, and

WHEREAS, the City of Lincoln has passed certain ordinances which prohibit the running-at-large of certain animals within its jurisdiction and has made other provisions to promote the health, welfare and safety of humans and animals within said jurisdiction, and

WHEREAS, the City and County wish to enter into a contractual relationship providing for certain animal control and animal shelter services within the County of Logan and municipality of Lincoln.

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings hereinafter set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

1. **TERM** ~~This Agreement shall commence at 12:01 P.M. on June July 1st, 2019 20, and shall terminate at 11:59 A.M. May 31, 2020 1 unless otherwise terminated or extended.~~ ***This agreement shall commence on July 1, 2020, for a term of 1 year unless otherwise terminated by agreement of the parties. This agreement will automatically renew every year thereafter unless otherwise terminated by agreement of the parties.***

2. COMPENSATION TO LOGAN COUNTY The City agrees to pay the County for the services hereinafter set forth, the sum of ~~\$42,000.00~~ **\$48,000** for a 12 month period from June 1st, ~~2019~~ **20** through May 31, ~~2020~~ **1**, **renewable each year with an annual increase of the CPI.** All payments shall be made in equal monthly installments and such payments shall commence on or before the 15th of June, ~~2019~~ **20** and shall continue on the 15th day of each month thereafter. The monthly payment shall be ~~\$3,500.00~~ **\$4,000.** All payments shall be made to the Logan County Treasurer, P.O. Box 400, Lincoln, Illinois 62656 and deposited to the County's Animal Control Fund.

3. SERVICES TO BE PROVIDED BY COUNTY

a. **Animal Shelter and Pound** Logan County will furnish, operate and maintain an animal shelter and pound for lost, strayed, captured, surrendered or homeless dogs and cats in Logan County.

The shelter shall be operated and maintained according to regulations of the Illinois Department of Agriculture. Logan County will provide humane treatment for all animals in its care and custody; provided that Logan County, under the direction of the Administrator of the Animal Control Ordinance (hereinafter referred to as Administrator), shall humanely dispose of such animals as provided by statute, regulation or ordinance. Logan County shall keep accurate records of all animals taken into its custody and impounded and shall record the final disposition made of an impounded animal.

b. **Administration of Shelter** Logan County will maintain reasonable office hours at the shelter for the convenience of the public and for the purpose of transacting business in connection with its duties under this Agreement, such as for reception of captured or surrendered animals and for transacting business relating to the redemption or adoption of impounded animals.

c. **Employment of Personnel** Logan County shall employ individuals to carry out its duties under this Agreement. Logan County shall thoroughly familiarize such personnel with all applicable statutes, rules, regulations and ordinances pertaining to animal control within Logan County.

- d. **Enforcement of Animal Control Laws** Logan County shall certify to the Administrator one or more of its employees as being trained and competent to assume the duties of the Animal Control Warden. The Administrator shall appoint such employees as Animal Control Wardens to enforce all applicable statutes, regulations, City ordinances and County ordinances relating to animal control and to capture and impound dogs found running-at-large within the City. Animal Control agrees to respond ~~24 hours a day to barking dogs, dogs running at large, bite cases and injured dogs or cats~~ ***dogs running-at-large, bite cases, injured dogs or cats, barking dogs during normal business hours.*** ***After normal business hours, Animal Control agrees to respond to dogs running-at-large, bite cases, injured dogs or cats, and barking dogs at the discretion of the Lincoln Police Department and/or the Logan County Sherriff's Office's dispatch.*** The Animal Control Administrator is given the authority to issue Lincoln City noise violation citations and/or impoundment for dogs and cats creating a nuisance; pursuant to Lincoln City code 6-2-8. Animal Control will maintain reasonable hours for reclaims, adoptions and other non-emergency needs. The Animal Control Wardens shall be employees of, and be compensated by, Logan County.
- e. **Cooperation with Other Departments** Logan County will cooperate with personnel of City of Lincoln Police Department, Logan County Sheriff's Office and Logan County Health Department in investigating complaints for violation of animal control and animal welfare laws and ordinances and shall respond directly and investigate citizen complaints of violations of such laws and ordinances. When warranted, Logan County shall prepare and transmit investigative reports of violations to the State's Attorney of Logan County for his review and the filing of charges or actions if appropriate. If charges or actions are filed by the State's Attorney, Logan County and the City of Lincoln will cooperate fully in the prosecution of the same. The City Attorney, however, will prosecute actions under the

City Leash Ordinances and all such fines and penalties collected shall be retained by the City.

f. Issuance of Dog Registrations, Collection of Fees, Maintenance

Under the supervision of the Administrator, Logan County shall issue dog and cat registration tags for all dogs and cats required to be registered in Logan County, and shall collect and retain all registration fees. In addition, Logan County shall collect and retain all required rabies inoculation, housing, neutering and adoption fees. Logan County shall keep complete and accurate records of the issuance of registration tags and the receipt of all fees and charges enumerated above.

4. INSURANCE The County of Logan, at its own cost and expense, shall carry insurance for the benefit of and to protect itself against all claims, demands, causes of action or judgments and from all expenses that may be incurred in investigating or resisting the same stemming from the performance of its duties described above. The City shall be responsible for obtaining and paying for any insurance it may feel is appropriate.

5. AGREEMENT NOT ASSIGNABLE Neither party may sell, mortgage or assign this Agreement, or the powers granted to it, or any interest therein.

6. ENTIRE AGREEMENT This Agreement contains the entire understanding of the Parties and no warranties, representations, covenants, or agreements have been made with respect to the subject matter of this Agreement except as stated in this Agreement. This Agreement may not be amended or modified except in writing and signed by the Parties.

This Agreement entered into the day and year first set forth above pursuant to authority given by the respective governing bodies of both the County and the City.

City of Lincoln, Illinois

By: _____
Mayor

ATTEST: _____ (SEAL) _____
City Clerk Date

County of Logan, Illinois

By: Emily Davenport
Chairman, Logan County Board

ATTEST: [Signature] (SEAL) July 21, 2020
Logan County Clerk Date

AGREEMENT

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installments and such payments shall commence on or before the 15th of June, 2020 and shall continue on the 15th day of each month thereafter. The monthly payment shall be \$4,000. All payments shall be made to the Logan County Treasurer, P.O. Box 400, Lincoln, Illinois 62656 and deposited to the County's Animal Control Fund.

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receipt of all fees and charges enumerated above.

4. INSURANCE The County of Logan, at its own cost and expense, shall carry insurance for the benefit of and to protect itself against all claims, demands, causes of action or judgments and from all expenses that may be incurred in investigating or resisting the same stemming from the performance of its duties described above. The City shall be responsible for obtaining and paying for any insurance it may feel is appropriate.

5. AGREEMENT NOT ASSIGNABLE Neither party may sell, mortgage or assign this Agreement, or the powers granted to it, or any interest therein.

6. ENTIRE AGREEMENT This Agreement contains the entire understanding of the Parties and no warranties, representations, covenants, or agreements have been made with respect to the subject matter of this Agreement except as stated in this Agreement. This Agreement may not be amended or modified except in writing and signed by the Parties.

This Agreement entered into the day and year first set forth above pursuant to authority given by the respective governing bodies of both the County and the City.

City of Lincoln, Illinois

By: _____
Mayor

ATTEST: _____ (SEAL) _____
City Clerk Date

County of Logan, Illinois

By: _____

Chairman, Logan County Board

ATTEST: _____ (SEAL)
Logan County Clerk

Date