CITY OF LINCOLN REGULAR CITY COUNCIL MEETING AGENDA MARCH 16, 2020 CITY HALL COUNCIL CHAMBERS 7:00 PM

- 1. Call to Order
- 2. Roll Call
- 3. Pledge of Allegiance
- 4. Public Participation

5. 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. Request from the American Legion Auxiliary to distribute poppies at the corner of Broadway and McLean Street on Saturday, May 23, 2020 from 8:00 AM until 12:00 PM for the purpose of fundraising for Veterans programs.

6. Ordinance and Resolution

- A. Resolution proclaiming April 1, 2020 as National Census Day and recognizing the importance of a full and accurate census in the City of Lincoln.
- B. Ordinance Authorizing Publication of a Proposed 1031 Exchange

7. <u>Bids</u>

Approval of bid from Egizii Electric, Inc. for video detection systems at the N. Union Street and Heitmann Drive intersections with Woodlawn Road in an amount not to exceed \$69,300.00

8. <u>Reports</u>

- A. City Treasurer's Report February, 2020
- B. City Clerks Report for February, 2020
- C. Department Head Reports for February, 2020

9. New Business/Communications

- A. Approval payment of Invoice #90093629 from U.P.R.R. in the amount of \$3,637.68. (Tabled 3/2/2020)
- B. Approval of contract for Legal Services between John Hoblit, Esq. and the City of Lincoln, effective from May 1, 2020 through April 30, 2024.
- C. Fifth Street Road Project's Union Pacific Railroad's Material and Force Account Estimate.
- 10. Announcements
- 11. Possible Executive Session
- 12. 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 <u>cityclerk@lincolnil.gov</u> no later than 48 hours prior to the meeting time.

REQUEST TO PERMIT

DATE: 5/23/2020

CITY CLERK

MAR 0 5 2020

RECEIVED

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

The AMERICan LEGIONAUXILARY to distribute poppies for the sole purpose to USE all donations for VETERADS programs. BRODIWAY and South MchEan 8 A.M. - Noon Saturday 23 05

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

[X] A Certificate of Insurance Liability for the event is attached.

[] A Certificate of Insurance Liability for the event will be provided to the City no later than

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

Name:	American Legion Auxilary Gladys Stac	ΞEY
Address:	609 PEORia St.	
	Lincoln II. 62656	
Phone:	Cell: 217-671-2027	
Email:	glizzy05510 ychoo.com	

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6		-	-		

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/04/2020									
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on									
this certificate does not confer rights							require all endorsemen	L. M 3	datement on
PRODUCER				CONTA NAME:					
Grieme-Arnold Insurance Agency, LLC							FAX	(217)7	735-5492
P.O. Box 890 - 321 Pulaski St.				E-MAIL	o, Ext): (217)	riemeamoldi	(A/C, No): nsurance.com	(211)/	00 0 102
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If yes, describe under DESCRIPTION OF OPERATIONS below	<u> </u>						E.L. DISEASE - POLICY LIMIT	\$	
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC			101, Additional Remarks Schedu	te, may b	e attached if mon	e space is requir	ed)		
Poppy Donations on City property - May 2	3, 20	20							
	_								
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City of Lincoln							Y PROVISIONS.		and the set the later 11%
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Lincoln, IL 62656				AUTHO	RIZED REPRESE		0 1		1
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RESOLUTION 2020-

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 U.S. Census Bureau is required by the U.S. Constitution to conduct a decennial count of the population and provides a historic opportunity to help shape the foundation of our society and play an active role in American democracy; and

WHEREAS this year of 2020 is such a year established by the United States congress to undertake a national population count of the total number of residents and inhabitants of the United States and its territories; and

WHEREAS census data helps determine how many seats each state will have in the U.S. House of Representatives and is necessary for the an accurate and fair redistricting of state legislative seats, county and city councils and voting districts; and

WHEREAS information from the 2020 Census are vital tools for economic development, federal and state funding, and increased employment;

WHEREAS the information collected by the census is confidential and protected by law;

WHEREAS a united voice from business, government, community-based organization, educators, media and others will enable the 2020 Census message to reach more of our citizens;

WHEREAS it necessary to gain as complete a count of the inhabitants of the CITY OF LINCOLN as possible; and the CITY OF LINCOLN encourages 100% participation in the completion of census forms from its residents; and

WHEREAS the Census Bureau has established April 1, 2020 as National Census Day.

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

- 1. The CITY OF LINCOLN is committed to partnering with the U.S. Census Bureau and all affiliated census officials.
- 2. The CITY OF LINCOLN supports census takers as they help our City complete an accurate count of all persons with our city limits.
- 3. The CITY OF LINCOLN encourages all city residents and inhabitants who maintain a primary residence in a household or living quarters as of April 1, 2020 to respond to the census questionnaire via mail, online, or mobile device, and therefore to be among those counted.
- 4. The CITY OF LINCOLN proclaims April 1, 2020, as National Census Day, and recognizes the importance of full census participation by our city in this constitutional process.

Alderman Parrott		Alderman Welch	
Alderman Downs	3 <u></u>	Alderman Leith	
Alderman Keller		Alderman Bateman	°
Alderman Hoinacki		Alderwoman Horn	
Ayes:			
Nays:	14 - 100		
Abstain:			
Absent:			
	approved this		
		, 2020 CITY OF LINCOLN, BY:	
		, 2020 CITY OF LINCOLN, BY: Seth Go	

ORDINANCE NO. AN ORDINANCE AUTHORIZING PUBLICATION OF A PROPOSED 1031 EXCHANGE

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 owns the following-described real estate to-wit:

The South 980.59 feet of the East 14 Acres of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) and the South 980.59 feet of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 3) of Section 1, Township 19 North, Range 3 West of the Third Principal Meridian, Logan County, Illinois, and being further described as follows: Commencing from an iron pipe at Southeast corner of said Northeast Quarter (NE ¼) of the Section 1, Township 19 North, Range 3 West of the Third beginning; Principal Meridian, said point being the point of thence North 89° 03' West along the South line of the Northeast Quarter (NE 1/4) of said Section 1 a distance of 1777.13 feet to an iron pin; thence North along the West line of the East 14 Acres of the Southwest Quarter (SW 4), Northeast Quarter (NE 4) a distance of 980.59 feet to an iron pin; thence South 89° 03' East a distance of 1777.13 feet to an iron pin, said pin being on the East line of the Northeast Quarter (NE 14) of said Section 1; thence South along said East line of the Northeast Quarter (NE 1/4) of said Section 1 a distance of 980.59 feet to the point of beginning and containing 40 acres, more or less.

Tax I.D. No. 11-001-002-00;

and;

WHEREAS, KENT CROSS and JULIE CROSS owns the following-described real estate, to-wit:

All that part of the Southeast Quarter of the Southeast Quarter of Section 36, in Township 20 North, Range 3 West of the 3rd P.M., Logan County, Illinois, lying South and East of the Southeast or East line of Kickapoo Street in the City of Lincoln, prolonged and extended to the West line of the Southeast Quarter of the Southeast Quarter of said Section 36.

Tax I.D. No. 12-036-070-00

and;

WHEREAS, the City Council CITY OF LINCOLN has determined that the real estate described above is no longer needed for the public interest, that the real estate to be received by the CITY will be useful to the CITY and the public interest, and it is in the best interest of the CITY to exchange the above-described tract of real estate with KENT CROSS and JULIE CROSS; and

WHEREAS, the property is only being used as farm ground leased to the individual who owns the property neighboring to it that the City is desiring to acquire; and

WHEREAS, executing this 1031 exchange will let the City acquire land that can be used more easily with the installation of solar panels with the remainder of the farmland to be leased; and

WHEREAS, this will go out for notice for a special meeting regarding the 1031 exchange to take place April 6, 2020 at 7:00 p.m. and be published in the Lincoln Courier in excess of 15 days to special meeting but less than 30 days from the special meeting;

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 exchanged with neighboring land owned by Kent Cross.

2. That the City Council desires that a special meeting be convened to discuss the proposed 1031 exchange, with said meeting to take place on April 6, 2020 at 7:00 p.m.

3. The City Clerk is directed to publish in the Courier notice of the special meeting and said notice is to be published in excess of 15 days but no longer than 30 days from the special meeting.

4. Effective Date. That this Ordinance is effective immediately upon its passage.

The vote on the adoption of his 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 o	f, 2020. CITY OF LINCOLN,
	BY:Seth Goodman, Mayor City of Lincoln, Logan County, Illinois
ATTEST:	(SEAL)
City Clerk, City of Lincoln, Logan County, Illinois	

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Walt Landers, Street Superintendent

MEETING

DATE: March 10, 2020

RE: New Video Detection System at N. Union St. and Heitmann Dr.

Background

The traffic detection systems on Woodlawn Rd. at the intersection of N. Union St and Heitmann Dr are failing and need to be replaced. I am recommending that they be replaced and upgraded to video detection systems. We have received two bid proposals for the replacement of these systems.

1. Egizii Electric Inc. \$69,300.00

2. Bodine Electric of Decatur \$82,500.00

Analysis/Discussion

The cost for the upgrade would be shared between the city and the Illinois Department of Transportation. The city pays the initial cost which was included in the F/Y 2019/2020 budget. The City will be reimbursed by IDOT once we provide our quarterly Traffic Signal Maintenance and Repair Report. The city's share of the upgrade would be 50% of the upgrade cost and IDOT would pay the other 50%.

July 1, 2011 the city of Lincoln entered into an Intergovernmental Agreement with IDOT to share the maintenance, repair and energy cost of traffic signals and other traffic control devices on state routes within the city limits. I have provided a letter received last July informing the city that IDOT intended to continue sharing the cost. Also included is a list of the intersections and interconnects and cost sharing percentage for each intersection and two interconnects.

COW Recommendation

Place bid from Egizii Electric Inc. in the amount of \$69,300.00, and place on the regular city council meeting agenda for March 16, 2020.

Fiscal Impact

\$69,300.00, initially pending the 50%, reimbursement from IDOT. Fund 02-3600-5230, Repairs Street Lights - Signals

Council Recommendation

Approve bid from Egizii Electric Inc to upgrade traffic signal detection system at the intersection of Keokuk and N. Logan

	Proposal		
Ð	Egizii Electric 3009 Singer Ave. Springfield, IL 62703 Phone: 217-528-4001 Fax: 217-528-1677	Date:	February 26, 2020
Customer #		Phone:	217-732-4655
Invoice to:	City of Lincoln IL	Cell:	217-519-3619
Attention:	Mr. Walt Landers	Egizii Job #:	
Street:	700 Broadway Street	Job Name	Signal Video Detection Upgrade
City, State, & Zip	Lincoln, Illinois 62656	Job Location:	Union@ Rt10/ Heitmann@Rt10
121 1223 1234			

DESCRIPTION OF WORK:

Provide labor, materials, and equipment to upgrade video vehicle detection system to (4 detector) VISION system by Econolite, Cabinet upgrades, (4) Camera Mounting assemblies, replace existing cabling with Terra 3C power over ethern removal of existing items, programming assistance by TCC in conjunction with IDOT D6.

Estimate materials:\$30,000.00Estimate Labor:\$ 3900.00Estimate OH/Markup 2.5% \$750.00

EEI assumes NO responsibility for unmarked/mismarked, unknown facilities, existing systems out of repair.

Quotes are based on performing work during normal business hours and having access to areas with minimal delays.

Please review and comment as required

Proposal is valid for 30 days to hold current pricing on materials.

PROPOSAL TOTAL is in the amount of:

\$34,650.00

All material and workmanship is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or authorized deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Customer to carry fire, tornado, and other necessary insurance. Egizii Electric, Inc. workers are fully covered by Workmen's' Compensation Insurance. All work to be performed on normal work hours.

Contractor	Customer
Egizii Electric	Name:
Signature: Kenny Paoni	Signature:
Printed: Kenny Paoni	Print:
Date: 2/26/2020	Date:

TRAFFIC CONTROL C O R P O R A T I O N DBA TRAFFIC SYSTEMS CORP 403 AXMINISTER DR, SUITE 102 FENTON, MO 63026 P: 636-305-8200	QUOTATION Number 632231 Page 1 of 1
To 10172 IDOT DISTRICT 6 126 E ASH AVENUE ATTN: STAN CLOW SPRINGFIELD IL 62704-4792 USA	
Attn Email Phone 217-785-5579 Fax	Quote Date 2/26/2020 Expires 5/26/2020 Terms NET 30 BASED ON APPROVED CREDIT FOB DESTINATION-FRT INCLUDED Salesperson GRAHM ZIEBA Email GZ@TCC1.com
Letting Date Location Book/Call/Item Descrip Contract No Part Number Description AUTOSCOPE VISION SYSTEM	INCOLN, MO bition AUTOSCOPE VISION DETECTION Unit Price Cty/UM Net Price 30,000.00 2.00 EA 60.000.00
AUTOSCOPE VISION SYSTEM AUTOSCOPE VISION SYSTEM TO INCLUDE: (4) V HARDWARE (NATURAL), (1) COMM MANAGER, 10 CAT5E CABLE & PROGRAMMING ASSISTANCE	ISION CAMERAS W/MOUNTING



Traffic Division

1845 North 22nd Street = Post Office Box 976 = Decatur, IL 62526 Phone (217) 423-2593 = (800) 252-3369 = Fax (217) 420-4275

February 28, 2020

 Project:
 City of Lincoln – Woodlawn & Union and Woodlawn & Heitman Video Detection

 Location:
 Lincoln, IL

 Attention:
 Walt Landers

Scope of Work

We will provide all necessary supervision, labor, materials and equipment for the successful completion of the above referenced project as herein specified.

- The City of Lincoln is seeking quotes for new video detections systems at the intersections of Woodlawn Rd. and N. Union and Woodlawn Rd. and Heitmann Dr. We would like the quotes using the Econolite Vision System. If awarded the work would need to be completed and invoiced prior to April 30, 2020.
- > Traffic control is included as needed.
- > Our Price: <u>\$82,500.00 Dollars.</u>

Costs for premium wages are not included in this proposal. Our standard working hours are 7:00AM - 3:30PM, Monday through Friday excluding holidays.

Use of this quotation is based upon the understanding that Bodine Electric Traffic Division of Decatur has necessarily assumed certain conditions in order to arrive at its best estimate for doing the work. In the event that actual conditions significantly vary from our assumptions, then a fair adjustment to the price is expected. These include:

- Physical conditions significantly different from what could be determined from a reasonable inspection of the worksite and/or information supplied by customer.
- The correctness and completeness of the contract documents is the sole responsibility of those who have prepared them. This proposal covers only that work that is adequately shown, described and/or detailed in the provided contract documents.
- Inability to start work and have reasonably uninterrupted access to Bodine Electric of Decatur's work until completed.
- Reasonably prompt resolution of any questions that may arise in the course of the work, including any necessary approvals by the customer or its agents.
- Standard insurance coverage currently in effect at the time of submission. All nonstandard insurance requirements shall be waived or the direct cost paid by the requestor.
- Due to the volatility of the copper market, this proposal will be held firm for 15 days.

We further reserve the right to negotiate the terms of the contract that the customer may wish to use. Bodine Electric's payment terms are 30 days from date of invoice.



Bodine Electric has and always will hold the safety of their employees in the highest regard. This standard will be demonstrated on this project with the presence of our safety department personnel on a regular basis. Our experience modification rate of .68 is far below the national average.

Thank you for the opportunity to offer this estimate. Please feel free to contact me at 217-420-4224 or by fax at 217-420-4296 if you have any questions, or to schedule this project.

Regards,

Scott McIntyre Project Manager



June 17, 2019

11.57

City of Lincoln Honorable Peggy S. Bateman, City Clerk 700 Broadway Street PO Box 509 Lincoln, IL 62656

LANCOLN, ILLINOIS JUN 2 0 2019 RECEIVED

Dear Ms. Bateman:

This is to inform you of the Department's intent to continue to be financially responsible for its share of the maintenance and energy charges for specific traffic signals located on State Highways within your municipality (See Exhibit A). This Financial responsibility is for the State's Fiscal Year beginning July 1, 2019 and ending June 30, 2020. Responsibility for maintenance and energy charges shall be as outlined in the Master Agreement entered into on July 1, 2011, between the State of Illinois and the City of Lincoln.

Payment by the Department of any and all of its share of the maintenance costs is contingent upon the Department receiving funds in its annual appropriation. Bills should be submitted to the Department as soon as practicable, upon completion of work, and shall be submitted no later than August 31st of that same year. Bills submitted after such time will not be honored, unless prior arrangements have been made, or the Department receives justification for delay of payment.

If you have any questions regarding this matter, please contact Stan Clow at 217-524-9161.

Sincerely,

Seffrey P. Myers, P.E. Region Four Engineer

JPM/SC/msf

Cc: Administration Certified Mail

EXHIBIT A

Following is a list of signalized intersections along State highways located within the City of Lincoln. The level of maintenance refers to the Traffic Signal Maintenance Provisions in Exhibit B of the Master Agreement.

		MAINTENA SPONSIBIL			ENERGY CH	International Company and the second		
LOCATION	STATE	CORP.	OTHER	STATE	CORP.	OTHER	AGENCY HANDLING MAINTENANCE	LEVEL OF MAINTENANCE
Lincoln Parkway & Illinois 10/121	100	0		100	0		Corporation	1
Woodlawn & College	50	50		50	50		Corporation	I
Woodlawn & Union	50	50		50	50		Corporation	Ι
Logan St. & Broadway	50	50		50	50		Corporation	I
Lincoln Parkway & Fifth St.	75	25		75	25		Corporation	Ι
Keokuk & Logan	75	25		75	25		Corporation	I
Keokuk & Kickapoo	75	25		75	25		Corporation	I
Woodlawn & Heitmann Drive	50	50		50	50		Corporation	I
Woodlawn & Connelly	50	50		50	50		Corporation	I
Woodlawn & Zion School	50	50		50	50		Corporation	I
Woodlawn & Taylor Court	50	50		50	50		Corporation	I
Woodlawn & West Ramp (I-55)	100	0		100	0		Corporation	I
Woodlawn & East Ramp (I-55) Ball Dr.	75	25		75	25		Corporation	I

U.



UNION PACIFIC RAILROAD COMPANY

CITY CLERK

FEB 0 5 2020

RECEIVED

CITY OF LINCOLN 700 BROADWAY ST LINCOLN, IL 62656 DATE ISSUED 1/21/2020 DUE DATE 2/20/2020 **BILL NUMBER** 90093629 CONTRACT NUMBER WO51591 CUSTOMER NUMBER 97237 CUST REFERENCE BILL PREPARER 443361 **CLS: 13-ALL OTHER**

PAYMENTS TO: UNION PACIFIC RAILROAD COMPANY **12567 COLLECTIONS CENTER DRIVE** CHICAGO, IL 60693 CORRESPONDENCE TO: EMAIL - MARSCUSTOMERS@UP.COM

UNION PACIFIC RAILROAD TAX ID NUMBER - 94-6001323

DESCRIPTION

PROJ # 05S2092; ATTN: CLAY JOHNSON; 291189M 5TH ST MP 63.55 HAVANA SPUR SUB LINCOLN IL PRELIMINARY ENGINEERING SURFACE

REFERENCE NO:

AMOUNT: \$3,637.68

PLEASE DETACH AT THIS LINE AND RETURN THIS PORTION WITH CHECK PAYABLE TO:

UNION PACIFIC RAILROAD COMPANY **12567 COLLECTIONS CENTER DRIVE** CHICAGO, IL 60693

2/20/2020
90093629
\$3,637.68
WO51591
97237

COMPLETE THIS PORTION FOR CHANGE OF NAME/ADDRESS: 5.1.0 N CT

NAME			
STREET			
СІТҮ	STATE	ZIP	





UNION PACIFIC RAILROAD COMPANY

BILL NUMBER 90093629

RECAP OF CHARGES

- 81

SUMMARY OF L	DESCRIPTION:	JOB TOTAL AMOUNT	JOB APPORTIONMENT	JOB AMOUNT DUE
JOINT FACILIT	Y OR WORK ORDER 51591			
JOB NO. 001	JOB 001 PRELIMINARY ENGINEERING	\$3,637.68	100.00%	\$3,637.68
			BILL COST	\$3,637.68
			APPORTIONMENT	100.00%
		AMOUNT DU	E (TO COVER PAGE)	\$3,637.68



UNION PACIFIC RAILROAD COMPANY

		В	ILL NUMBER	90093629
	WO 51591	JOB NO 001 PERIOD 12-2019		
VOUCH	ER PAYMENT (ALL)			
<u>DATE</u> 12/19	VOUCHER 5007231269VENDOR NAME OLSSON INCPAYMENT SUB TOTAL	DESCRIPTION GOODS RECEIPT		<u>AMOUNT</u> \$3,626.39
VOUCH	ER PAYMENT (ALL) TOTAL			\$3,626.39
VOUCHI	ER PERSONAL EXPENSE BILLABLE			
<u>DATE</u> 12/19	VOUCHER VENDOR NAME 0874352 ELLISON RICHARD PAYMENT SUB TOTAL	DESCRIPTION PERSONAL EXPENSE		AMOUNT \$11.29
VOUCHI	ER PERSONAL EXPENSE BILLABLE TOTAL			\$11.29

	nvoice # -	345384 (10018	398480)					500	7231269
Vendor:									
OLSSON INC			Voucher Nbr:	5007231269		Fiscal YrMo:	201912		
PO BOX 84608			Invoice Date:	12/7/2019		Network:	51591		
LINCOLN, NE 68	3501-4608		Invoice Amt:	\$3,626.39		Activity:	001		
1000024823		Lă.	Service Period:	2019-11-30-201	9-11-30	Dist Amt:	\$3,626.3	39	
Subdivision:	HAVANA SF	PUR Mi	leposts: .00000	00 <i>Ga</i>	ng Nbr:				
Comment:	5th St Lincol	In IL 291189M CAN 5	51591 Project Diagn	ostic					
Releaser Name:	KECKEIS	EN	Verifier Name:	KECKEISEN					
PO Nbr:	430005516	8							
Service Desc:		gn - Engineering - M ocations - 291189M 5					Pacific R	ailroad at	
	various lo		TH ST MP 63 55 HA	VANA SPUR SUE			Pacific R	ailroad at	
	various lo	cations - 291189M 5	TH ST MP 63 55 HA	VANA SPUR SUE	Š LINCOĽN IL	L SURFACE	Pacific R	ailroad at	Markup/
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Location # 3.7 Civ 0010 03001052 I	various lo SOUTHE Item Desc ril Design - E Labor Engine WO 51591 Job	cations - 291189M 5 RN Region - MID-AM Employee Name Ingineering er NSPE/ASCE Leve 001 506307 \$3363.220	NERICA SU - HAVAN Start Date/Time	VANA SPUR SUÈ IA SPUR - End	Ś LINCOĽN IL Qty Un	L SURFACE it Unit F	rice E.	xtn Amount	A.

1.75 HR

\$52.880

\$92.54

\$170.63

WO 51591 Job 001 506307 \$263.1700

PERSONAL EXPENSE DETAIL CONTRACT W051591 FOR THE PERIOD 2019012-2019012

WO 51591-291189M 5TH STREET MP 63.55 HAVANA SPUR

				RECEIPT	RECEIPT			WO		WO	
WO #	JOB	YRMO TRI	# EMPLOYEE	#	DATE	EXP TYPE	DESCRIPTION	AMOUNT	WO %	CHARGE	
51591	001	2019012 87435	2 ELLISON RICHARD	004	11/21/2019	Meals-Lunch	ARBYS SPRINGFIELD, SPRINGFIELD	\$11.29	100.00%	\$11.29	
			Employee ID: 236168				Trip 874352 Tota	ıl:		\$11.29	
							WO 51591 TOTAL:			\$11.29	

1) Personal expense support is submitted for an entire trip. Therefore, they may contain receipts that are not associated with the project and should be disregarded.

2) Personal expense support also may contain receipts that are not fully charged to the project, but are partially divided into multiple projects. Each receipt is distributed to their respective projects based on the % column. The amount of expense charged is identified in the Work Order Charge column.

3) According to UP Company policy, employees are not required to submit receipts for charges \$25 and under; therefore, a copy may not be available.

Invoice

Sean Collier Project Manager: Billing Contact: Lynn Bornemeier



Invoice No: 345384

Invoice Total \$3,626.41

Phone (402)474-6320

Chris Keckeisen **Please Remit Payment To:** Union Pacific Railroad Olsson 1400 Douglas St PO Box 84608 Omaha, NE 68179 Lincoln, NE 68501-4608 Olsson Project # 019-3107 UPRR 5th St Lincoln IL 291189M CAN 51591

PO#4300055168 PIN#002015 Expiration Date: 12-31-2020

Professional services rendered through November 30, 2019. Project Die 040 Ph stic

hase	010	Project Diagnos
		20 .

Professional Personnel

		Hours	Rate	Amount
5630738 Civil NSPE Level VII				
Collier, Sean	11/7/2019	1.00	57.69	57.69
schedule travel for 1	1/20-11/21 to host di	iagnostic on-sit	e	
Collier, Sean	11/18/2019	1.00	57.69	57.69
read provided easem of agreement or othe on status and how U easement	er materials, contact	UP Real Estate	to inquiry	
Collier, Sean	11/20/2019	6.00	57.69	346.14
pre-flight travel to ai	rport, security (1.5hr))		
flight to St Louis and	drive to Springfield I	(L (4.5hr)		
Collier, Sean	11/20/2019	1.00	57.69	57.69
review diagnostic particle in preparation for site		and the second se	1. M 1872	
Collier, Sean	11/21/2019	6.50	57.69	374.99
drive from Springfield	d to Lincoln, IL (.5hr)			
drive Lincoln, IL to S	t Louis for return trav	vel (2.5hr)		
		1000 CONT 0000		

airport security, flight and drive back to Denver (3.5hr)

Project	019-3107	UPRR 5th St Lincol	n IL 291189M (CAN 51591	Invoi	ce 345384
Collie	er, Sean	11/21/2019	3.00	57.69	173.07	
Ċ	drive approaches,	h Rich Ellison per UP re take photos graphs, m ent, fill out paperwork)	easurements			
	Diagnostic with all all parties left (1.5	parities (MTM, City, UP hr)), wrap up sit	e visit after		
Collie	r, Sean	11/25/2019	2.00	57.69	115.38	
n		communications/minute or internal UP review to				
	Professional III					
Engel	lkamp, Adam	11/18/2019	.75	52.88	39.66	
	Diagnostic Checklis		(1 - material data)		194071 - 2753600	
	lkamp, Adam	11/19/2019	1.00	52.88	52.88	
F	inalize Diagnostic	Checklist				
	Totals		22.25		1,275.19	
	Total Labo	07				1,275.19
Overhead/Fix	ed Fee					
Overhead			84 % of 1,275.1	9	2,178.53	
Fixed Fee			% of 3,453.72		172.69	
	Total Over	head/Fixed Fee			2,351.22	2,351.22
				Total this	Phase	\$3,626.41
Billing Limits		Cu	rrent	Prior	To-Date	
Total Billir		3,6	26.41	807.53	4,433.94	
Limit					5,000.00	
Rema	aining				566.06	
			AMOU	NT DUE THIS IN	VOICE	\$3,626.41
Outstanding I	Invoices					
-	Number	Date	Balance			
	343955	11/18/2019	807.53			
	Total		807.53			
Authorized By	: Sean Collier			SUBMITTED		
						-

CONTRACT FOR LEGAL SERVICES

This is a Contract for Legal Services between the CITY OF LINCOLN, ILLINOIS, an Illinois municipal corporation, and JOHN A. HOBLIT, ESQ., an attorney with a law firm with an office at 419 Pulaski Street; Suite B, Lincoln, Illinois 62656, and will maintain an office in Lincoln throughout the duration of this Contract.

Recitals

WHEREAS, legal services are required by the CITY OF LINCOLN; and,

WHEREAS, JOHN A. HOBLIT, ESQ., has agreed to provide such legal services.

NOW, THEREFORE, the parties agree as follows:

1. <u>SERVICES.</u> JOHN A. HOBLIT, ESQ., shall provide legal services to the CITY OF LINCOLN that shall include, but not be limited to:

- Providing legal advice, as directed by the Mayor and/or City Administrator, to guide City policies, decisions, and activities;
- Drafting, reviewing, and interpreting letters, ordinances, contracts, resolutions, policies, and other legal documents under consideration or enacted by the City to assure proper wording, limit the City's liability, assure they comply with applicable laws, and protect the City's interests;
- Attending the City Council meetings and special meetings, when needed, and provide legal and procedural advice as requested. It is contemplated that JOHN A. HOBLIT, ESQ., will attend four (4) meetings per month for a total of approximately twenty-four (24) City Council workshop/COW and approximately twenty-four (24) regular voting meetings during the term of this Contract. In the event it is determined that JOHN A. HOBLIT, ESQ., should be present at more than four (4) meetings per month, the presence of legal counsel at another scheduled meeting may be excused.
- Prosecuting and participating in proceedings for ordinance violations;
- Providing advice, counsel, and representation on City personnel matters; and,

 Analyzing legal trends and developments impacting the City and recommending appropriate City responses.

This Contract shall not cover the following areas of legal services, which shall be above and beyond the normal and customary services provided by JOHN A. HOBLIT, ESQ., to the CITY OF LINCOLN and shall be provided only when a contract has been made between the Mayor and/or City Administrator and JOHN A. HOBLIT, ESQ., to provide such legal services to the CITY OF LINCOLN:

- Negotiations involving collective bargaining between the CITY OF LINCOLN and any exclusive bargaining representatives of City employees;
- Litigation before any state court, federal court, court of claims, or administrative agency pursuant to the Illinois Administrative Review Act;
- Bond issues; and,
- Extraordinary matters deemed to be outside the normal legal services historically provided to the City as determined by the Mayor and the City Council.

Any charges for legal services provided for the above noted categories that are not included within the normal and customary services provided by JOHN A. HOBLIT, ESQ., to the City shall be billed at an hourly rate of TWO HUNDRED DOLLARS (\$200.00), which shall be in addition to the amounts as hereinafter set forth.

2. <u>INDEPENDENT CONTRACTOR.</u> The parties agree that JOHN A. HOBLIT, ESQ., shall be an independent contractor for all purposes in the performance of this Contract. None of JOHN A. HOBLIT'S, ESQ., employees or agents shall be considered employees of the CITY OF LINCOLN. JOHN A. HOBLIT, ESQ., shall be responsible for compliance with all tax, worker's compensation, unemployment insurance, and other applicable laws or regulations pertaining to its employees.

3. <u>INSURANCE.</u> JOHN A. HOBLIT, ESQ., shall maintain during the term of this Contract insurance covering worker's compensation, comprehensive general liability, professional liability, and property insurance on its property. 4. <u>COMPENSATION.</u> In exchange for the services provided under this Contract, the CITY OF LINCOLN agrees to pay JOHN A. HOBLIT, ESQ., the sum of EIGHTY-FOUR THOUSAND DOLLARS (\$84,000.00). Such compensation shall be paid in monthly installments of SEVEN THOUSAND DOLLARS (\$7,000.00) due not later than the date of the first City Council meeting of each month.

The annual retainer fee shall increase by three percent (3%) as of May 1, 2021. Each year thereafter, for the remaining term of the Contract, the annual retainer fee to be paid by the CITY OF LINCOLN shall increase in an amount not to exceed the increases granted to City Department Heads and as determined by the City Council on or before May 1 of each year. The compensation will continue to be paid in monthly installments and said monthly installments shall be calculated by dividing the yearly compensation rate by twelve (12).

5. <u>PRIMARY RESPONSIBILITY</u>. The City understands and agrees that the attorney within the JOHN A. HOBLIT, ESQ., FIRM, that will be primarily responsible for the services to be performed hereunder by JOHN A. HOBLIT, ESQ., during the term of this Contract.

6. <u>TERM/TERMINATION.</u> The term of this Contract shall commence as of May1, 2020 and shall expire at the close of business on April 30, 2024. If either party neglects or fails to perform any of its obligations under this Contract and such failure continues for at least ten (10) days after notice of such failure, the other party shall have the right to terminate the Contract. This Contract may be terminated by either party, for any reason, without requiring cause, upon providing thirty (30) days written notice to the other.

7. <u>REPORTING.</u> JOHN A. HOBLIT, ESQ., shall file with the Mayor and/or City Administrator a monthly activity report recapping the legal activities undertaken for the month immediately prior to reporting. Said report shall be submitted in writing and the Mayor and/or City Administrator shall make the same available to all

Council Members. JOHN A. HOBLIT, ESQ., shall report on any ongoing litigation in Executive Session of the City Council, as often as necessary or requested by the City Council. CITY OF LINCOLN understands that any and all written reports submitted, in writing, to the City Council may have to be produced under the Freedom of Information Act.

8. <u>EFFECTIVE DATE.</u> This Contract shall become effective on the commencement date of the Term.

JOHN A. HOBLIT, ESQ.

CITY OF LINCOLN, ILLINOIS

Signature

Signature

John A. Hoblit, Esq.

Printed or Typed Name

Seth A. Goodman

Printed or Typed Name

Owner

Title

Mayor

Title

Date

Date

MAYOR

SETH A. GOODMAN ELIZABETH KAVELMAN PEGGY S. BATEMAN CITY ADMINISTRATOR

CITY CLERK

JOHN A. HOBLIT CITY ATTORNEY



F LINCOLN, ILLING

CHARLES N. CONZO

CITY TREASURER

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

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

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln FROM: Elizabeth Kavelman, City Administrator **MEETING DATE:** Thursday, March 12, 2020 Fifth Street Road Project's Union Pacific Railroad's IN RE: Material and Force Account Estimate

Background

This Union Pacific Railroad (UPPR) Material and Force Account Estimate is a piece of the Fifth Street Road Project started in 1997, to be constructed at the time the City's portion of Fifth Street Road is being constructed.

Analysis/Discussion

I have requested more detailed information from the UPPR to support the \$219,145.00 account estimate so the mutual agreement between UPRR and the City of Lincoln, IL, can be prepared by Sean Collier, PE, from the November 21, 2019 Site Analysis conducted by the UPPR.

COW Recommendation

This account estimate is on the Monday, March 16, 2020, Regular City Council Meeting agenda. I again brought it before the Council at this week's COW Meeting and there was no response other than placing it on the voting meeting for March 16, 2020, and obtaining more detailed documentation.

Council Recommendation

I am respectfully requesting the Lincoln City Council to approve this estimate agreement once additional documentation has been received, hopefully, prior to Monday, March 16, 2020's, Regular City Council Meeting.

Fiscal Impact

This estimate is \$115,234.00 higher than the account estimate sent to the City to approve on February 26, 2017.

After John Saladino, PE, of the IL Commerce Commission (ICC) reviewed the UPRR's estimate and stated the cost estimated was compatible with standard fees currently assessed in the industry (\$1,500.00 per sq.ft.), I am respectfully requesting the City Council approve this account estimate to move the Fifth Street Road Project forward. I am working on obtaining more funding to subsidize this cost involving a railroad spur.

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

Elizabeth Kavelman City Administrator

> FIRST WARD STEVE PARROTT TRACY WELCH

CITY COUNCIL SECOND WARD COLBY LEITH SAM DOWNS

THIRD WARD **KEVIN BATEMAN RON KELLER**

FOURTH WARD JEFF HOINACKI **KATHY HORN**

Material And Force Account Estimate **CITY / STATE / FED** stimate Number: 126926 Version: 1 Labor Additive = 148.69% Estimate Good Until 07-24-20 scation: HAVANA SPUR, INDU, 63.53-63.57 escription of Work: Havana Spur OT# 291189M-2 / 5th St/CR 569, Lincoln, IL stall concrete crossing uy America: No COMMENTS Description 1 FACILITY QTY UOM UCST LABOR MATERIAL TOTAL

UP %100

Agcy %0

			-							
		Engineering	1	LS	20,922.20	20,922	0	20,922	0	20,922
		Bill Prep Fee - Track Surface RECOLLECT	1	LS	900,000	0	900	900	0	900
		Homeline Freight - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900
		Foreign Line Freight - Track Surface RECOLLECT	1	LS	1,589.18	0	1,589	1,589	0	1,589
					Sub-Total =	20,922	3,389	24,311	0	24,311
ACK CONSTRUCT	ON - COMPANY									
	BALAST	BALAST CL1	3	CL	1,310.52	822	3,109	3,932	0	3,932
	TRACK	136# CWRIS0 24-8'6" HWD N 16 TP	160	TF	318.21	33,524	17,390	50,914	Ó	50,914
	COMPJT	Transition Rall - 136#	4	PR	6,387.84	10,524	15,027	25,551	0	25,551
	RDXING	RDXING 136# CON10W 10' LOOSE PAN TIES	128	TF	758.20	53,028	44,023	97,049	0	97,049
				- ···	Sub-Total =	97,897	79,549	177,446	0	177,446
RACK REMOVAL - C	OMPANY					0.00			-	
	RDXING	Remove road crossing - concrete	71	TF	39.03	2,771	0	2,771	0	2,771
	TRACK	Remove Track	32	TE	19.26	616	-	616		616
	INNON		102	1 IF						and in the second se
					Sub-Total =	3,387	0	3,387	0	3,387
TE WORK - CONTR.	ACT									
		Asphalt	1	LS	5,000.00	0		5,000	0	5,000
		Traffic Control - Detour Signs & Coordination	1	LS	5,000.00	0	5,000	5,000	0	5,000
		Asphalt: Saw Cut	1	LS	2,500.00	0	2,500	2,500	0	2,500
					Sub-Total =	0	12,500	12,500	0	12,500
GNAL - COMPANY										
		Signal: Xing Signals	1	LS	1,500.00	1,500	0	1,500	0	1,500
· · · ·					Sub-Total =	1,500	0	1,500	0	1,500
tal Wgt. in Tons =	865				Totals =	123,706	95,438	219,145	0	219,145
an riga in rono									*	
						6 E2 - 8			1	
					Grand To	tal =		\$219,145		
sclaimer: The abo	ve figures are esti	imates only and are subject to fluctuation	on. In t	he eve	nt of an				4	
crease or decrease	in cost or amount	t of material or labor required, Agency v	viii pay	actua	I costs at					
tes effective at the t	time of construction	on.								

andard Rates:

repared For:

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