

CITY OF LINCOLN
COMMITTEE OF THE WHOLE MEETING
AGENDA
FEBRUARY 9, 2021
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://lincoln.il.gov/livestream>

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Public Participation**
- 4. Apex Clean Energy**
- 5. CSO Improvements Change Order #2 in the amount of \$15,755.50.**
- 6. City of Lincoln Economic Grant approval – Café' Billiards \$3,599.00, Knecht Construction \$7,500.00, El Mazatlan Restaurant \$3,100.00.**
- 7. Government/Municipality Credit Card**
- 8. Energy Supply for Lincoln, IL Government Building and Facilities – Bid Proposal The Stone River Group.**
- 9. How Bird Partners with Local Communities**
- 10. Discussion items for Budget F.Y. 2021/2022**
- 11. Announcements:**
- 12. Executive Session 2(c) (2)**
- 13. Adjournment**
- 14. Upcoming Meetings:**
 - City Council: Tuesday, February 16, 2021 at 7:00pm (Holiday Monday)
 - Committee of the Whole: Tuesday, February 23, 2021 at 7:00pm

FEB 05 2021

CONTRACTING DOCUMENTS

Document 00 94 10 – Change Order

RECEIVED

Change Order No. 2

Date of Issuance:

Effective Date:

Owner: City of Lincoln

Owner's Contract No.:

Contractor:

Contractor's Project No.:

Engineer: Crawford, Murphy & Tilly, Inc.

Engineer's Project No.: 18003702-00

Project: CSO Improvements

Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: Contractor shall increase pile length, add grout to effluent box and increase beam size.

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 13,300,000.00	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$ 1,312.50	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ 13,301,312.50	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ 15,755.50	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ 13,317,068.00	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By:

Engineer (if required)

By:

Owner (Authorized Signature)

By:

Contractor (Authorized Signature)

Title:

Project Manager

Title:

Title:

Date:

February 9, 2021

Date:

Date:

Approved by Funding Agency (if applicable)

By:

Date:

Title:

Lincoln/18003702-00

00 94 10-1

CSO Improvements
Change Order

M E M O R A N D U M

TO: Acting Mayor and Council of the City of Lincoln
FROM: Peggy Bateman, City Clerk

MEETING

DATE: February 9, 2021
RE: Government/Municipality Credit Card

Background: Years ago The City of Lincoln acquired American Express Credit Cards. American Express charges an annual fee per card which is costing the city \$315.00 per year. The city is currently paid up with American Express until August, 2021. I would like to replace the American Express Credit Cards with Heartland Bank and Trust which is affiliated with State Bank of Lincoln. Heartland Bank Credit Card provides an option that requires no annual fee. The application process with Heartland Bank requires board minutes of approval to apply for a credit card.

City Council Recommendation: I ask for the approval of the replacement of City credit card from American Express with Heartland Bank and Trust to save the City from paying any annual fee.

City of Lincoln, IL 2021 Electric RFP

Quote Date: 1/29/2021

Company	Term	Price	Product	Sample Contract	Customer Portal
---------	------	-------	---------	-----------------	-----------------

AEP

	12	\$ 0.04140	Fixed All In	Yes	Yes
	24	\$ 0.04163	Fixed All In		
	36	\$ 0.04204	Fixed All In		

Homefield/Dynegy

	12	\$ 0.04395	Fixed All In	Yes	No
	24	\$ 0.04506	Fixed All In		
	36	\$ 0.04622	Fixed All In		

Direct Energy

	12	\$ 0.04457	Fixed All In	Yes	Yes
	24	\$ 0.04471	Fixed All In		
	36	\$ 0.04517	Fixed All In		

Mid Amereican

	12	\$ 0.04524	Fixed All In	Yes	No
	24	\$ 0.04527	Fixed All In		
	36	\$ 0.04549	Fixed All In		

Nordic Energy

	12	No Bid	Fixed All In		
	24	No Bid	Fixed All In		
	36	No Bid	Fixed All In		

Constellation

	12	No Bid	Fixed All In		
	24	No Bid	Fixed All In		
	36	No Bid	Fixed All In		

Phone: 800-828-6719 - Fax: 866-900-8141 - email: stonerivergroup@aol.com

Rate quotes are only estimates. Rate will not be locked in until contract is signed. Rates are only valid for day they are quoted. Usage is only an estimate based on historcial usage.



Sales Rep Justin Cheger

Date	Supplier	Utility	Accounts	Usage	Length	Start Date	Rate	Savings Vs Utility	Savings vs Supplier
1/29/2021	AEP	Ameren	43	4,280,173.00	12	3/1/2021	\$0.041400	\$37,622.72	\$12,112.89
1/29/2021	AEP	Ameren	43	4,280,173.00	24	3/1/2021	\$0.041630	\$36,638.28	\$11,128.45
1/29/2021	AEP	Ameren	43	4,280,173.00	36	3/1/2021	\$0.042040	\$34,883.41	\$9,373.58
1/29/2021	Homefield	Ameren	43	4,280,173.00	12	3/1/2021	\$0.043950	\$26,708.28	\$1,198.45
1/29/2021	Direct Energy	Ameren	43	4,280,173.00	12	3/1/2021	\$0.044570	\$24,054.57	(\$1,455.26)
1/29/2021	Direct Energy	Ameren	43	4,280,173.00	24	3/1/2021	\$0.044710	\$23,455.35	(\$2,054.48)
1/29/2021	Homefield	Ameren	43	4,280,173.00	24	3/1/2021	\$0.045060	\$21,957.29	(\$3,552.54)
1/29/2021	Direct Energy	Ameren	43	4,280,173.00	36	3/1/2021	\$0.045170	\$21,486.47	(\$4,023.36)
1/29/2021	MidAmerican	Ameren	43	4,280,173.00	12	3/1/2021	\$0.045240	\$21,186.86	(\$4,322.97)
1/29/2021	MidAmerican	Ameren	43	4,280,173.00	24	3/1/2021	\$0.045270	\$21,058.45	(\$4,451.38)
1/29/2021	MidAmerican	Ameren	43	4,280,173.00	36	3/1/2021	\$0.045490	\$20,116.81	(\$5,393.02)
1/29/2021	Homefield	Ameren	43	4,280,173.00	36	3/1/2021	\$0.046220	\$16,992.29	(\$8,517.54)

The prices included in this quote are only good for the business day they are quoted. Prices are subject to change on daily basis. Savings are only estimates based on historical usage and are not guaranteed.

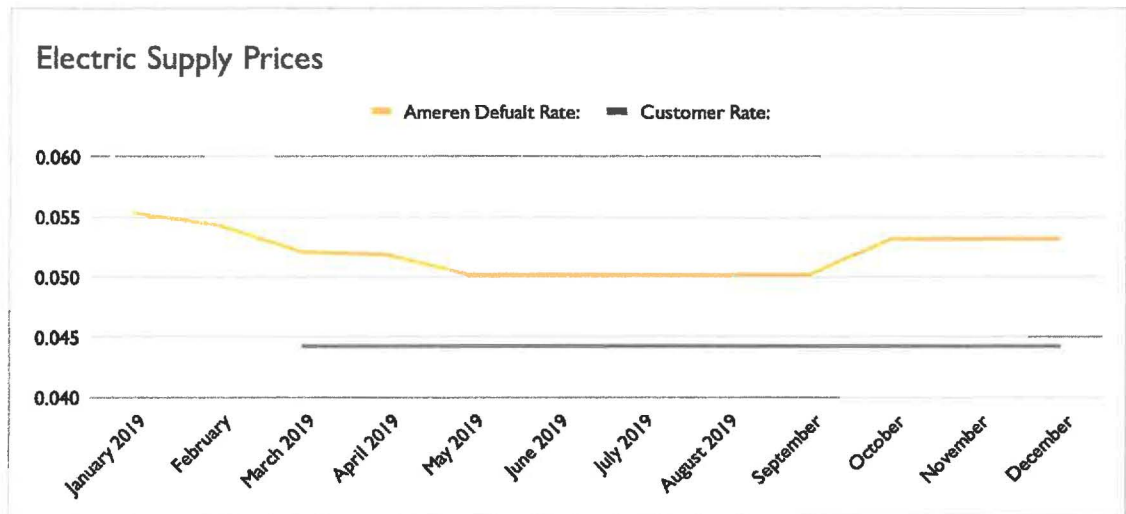


Customer: City of Lincoln IL	
Date:	1/28/2021
Annual Usage:	3642920
Number of Accounts:	43

Month:	Ameren Default Rate:	Usage	Customer Rate:	Monthly Savings:
January 2019	0.05532			\$ -
February 2019	0.05431			\$ -
March 2019	0.05207	419704	\$0.04423	\$ 3,290.48
April 2019	0.05183	393017	\$0.04423	\$ 2,986.93
May 2019	0.05016	351000	\$0.04423	\$ 2,081.43
June 2019	0.05016	359125	\$0.04423	\$ 2,129.61
July 2019	0.05016	288597	\$0.04423	\$ 1,711.38
August 2019	0.05016	307678	\$0.04423	\$ 1,824.53
September 2019	0.05016	317299	\$0.04423	\$ 1,881.58
October 2019	0.05315	346437	\$0.04423	\$ 3,090.22
November 2019	0.05315	398470	\$0.04423	\$ 3,554.35
December 2019	0.05315	461593	\$0.04423	\$ 4,117.41

Average 2019 0.05198166667 3642920

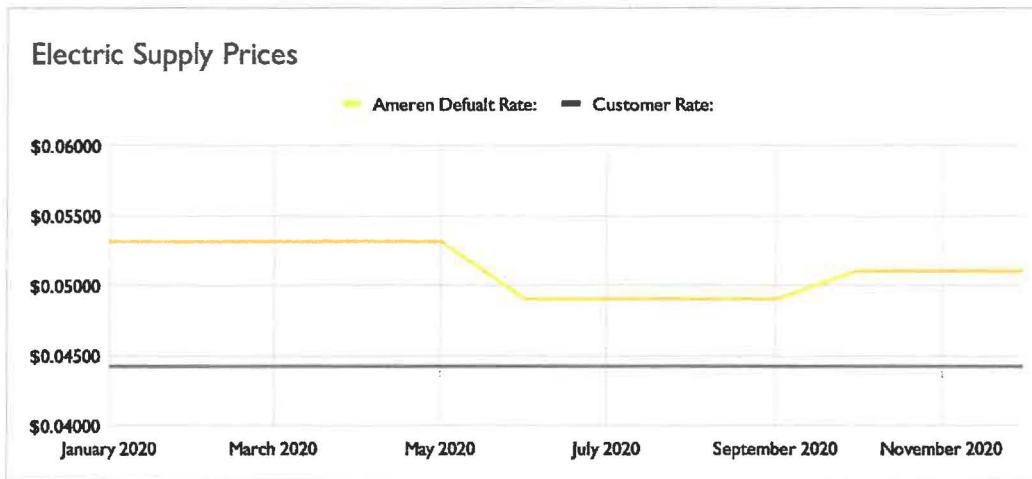
Total:	\$ 26,667.92
---------------	---------------------





Customer:	City of Lincoln IL
Date:	01/28/2021
Annual Usage:	4215139
Number of Accounts:	43

Month:	Ameren Default Rate:	Usage	Customer Rate:	Monthly Savings:
January 2020	\$0.05315	431230	\$0.04423	\$3,846.57
February 2020	\$0.05315	443587	\$0.04423	\$3,956.80
March 2020	\$0.05315	374040	\$0.04423	\$3,336.44
April 2020	\$0.05315	387788	\$0.04423	\$3,459.07
May 2020	\$0.05315	354678	\$0.04423	\$3,163.73
June 2020	\$0.04903	328470	\$0.04423	\$1,576.66
July 2020	\$0.04903	293842	\$0.04423	\$1,410.44
August 2020	\$0.04903	284173	\$0.04423	\$1,364.03
September 2020	\$0.04903	312353	\$0.04423	\$1,499.29
October 2020	\$0.05103	300275	\$0.04423	\$2,041.87
November 2020	\$0.05103	329856	\$0.04423	\$2,243.02
December 2020	\$0.05103	374847	\$0.04423	\$2,548.96
Average	\$0.05198	351262	\$0.04423	
				Total: \$30,446.87



2019 Usage	3,642,920
2020 Usage	4,215,148



How Bird Partners with Local Communities

Bird works closely with local government agencies to bring convenient, sustainable transit to communities with stand-up electric scooters, which can be rented for short trips using the Bird Mobile App. Our mission is to get people out of cars, reduce traffic and bring communities together by providing an affordable, environmentally-friendly transit alternative.



Cities who partner with Bird benefit from our Industry-leading approach:



Clean, equitable, transportation options



Safest vehicles with advanced detection



Smart technologies to eliminate concerns



Opportunities for local entrepreneurs

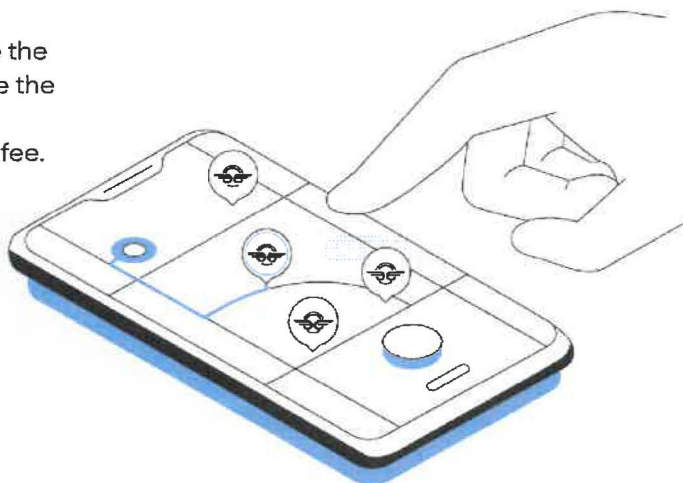


Hyperlocal operations

How it works

Through the Bird smartphone app, riders can see the closest Bird scooter on a map, unlock it, complete the safety tutorial and ride directly to their desired destination. It costs \$1 to start, then a per minute fee.

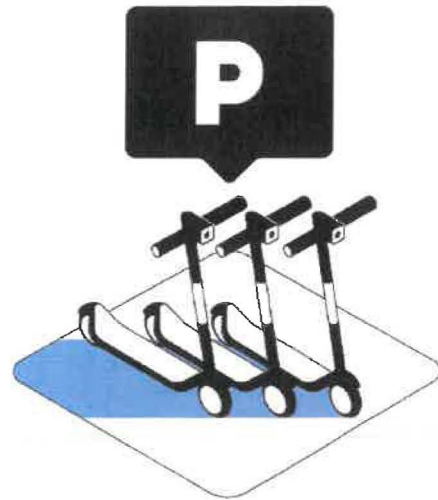
- 1 Find Birds on the map
- 2 Scan QR to begin ride
- 3 Watch safety tutorial
- 4 Enjoy the ride



THE BIRD LOCAL ADVANTAGE:

By Locals, For Locals

When Bird comes to town, we work with a local entrepreneur from the community to manage the fleet on the ground. They make money on every ride taken on the scooters that they manage. We provide the tools, operational experience and technology to help them be successful; and they provide the local pride, knowledge and expertise to cater the program to the community.



What Cities Are Saying

"We're a relationship-based city and Bird works with us to understand our unique needs and challenges. With any new technology, we anticipate a steep learning curve. Bird stands out by being responsive, responsible and respectful of our community."

Virginia Korte

Council Member, Scottsdale



"The Rider Incentives and your fleet managers on the ground seem to be doing a good job managing the devices, fleet rebalancing, and overall user parking performance. Keep up the great work and thank you for the partnership!"

Alyssa Muto

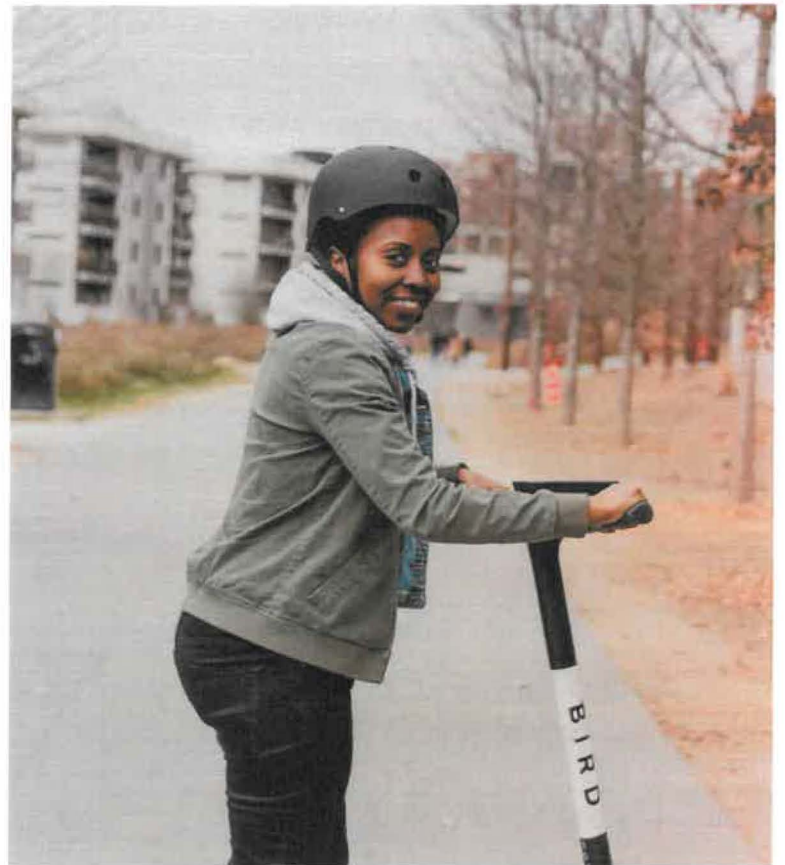
Deputy Director of Environment & Mobility
Planning, San Diego





Bird Introduction

2020





What is Bird?

Bird is a last-mile, stand-up electric vehicle sharing company dedicated to bringing affordable, environmentally-friendly transportation solutions to communities everywhere.

Our mission is to get people out of cars and:



Solve the last-mile problem and connect more residents to transit options.



Reduce congestion and over-reliance on cars



Improve air quality and reduce GHG emissions



Improve the overall quality of life in cities

How it works

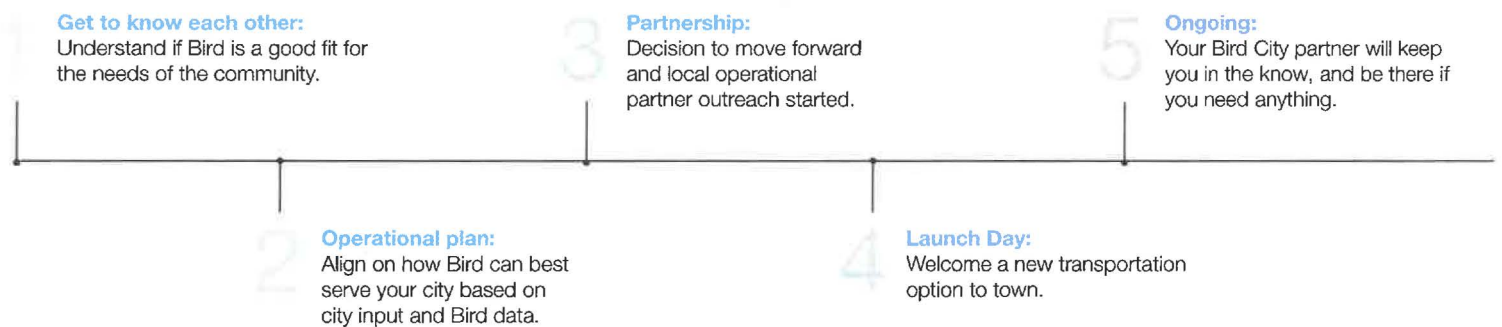
Using the Bird smartphone app, riders find the closest Bird scooter on a map, unlock it and complete the safety tutorial to start their ride. It costs \$1 to start, then a per minute fee.



- 1 FIND BIRDS ON THE MAP
- 2 SCAN QR TO BEGIN RIDE
- 3 WATCH SAFETY TUTORIAL
- 4 ENJOY THE RIDE!

Our Approach

We partner closely with cities to design solutions that work for our communities at **no cost**.



Our Approach

We work with a local entrepreneur from the community to manage the fleet on the ground, and in exchange they earn money on each ride.

How cities benefit:

Local Touch:

- ✓ Deep community ties, local pride, and fast issue resolution
- ✓ Nuanced knowledge of where to deploy
- ✓ Economic Opportunity

Backed by the Industry Leader:

- ✓ World-class technology & compliance tools
- ✓ Operational know-how
- ✓ Industry's Safest Vehicles



“

I like being my own boss, the flexibility of setting my own schedule and being able to hire my nephew because he also needed a job. I also like being part of the growing micromobility industry. It's in line with my values regarding city transportation solutions.

- Mark, Azbri Productions, Nashville

”

The Local Impact



56%

of rides connected to a local businesses



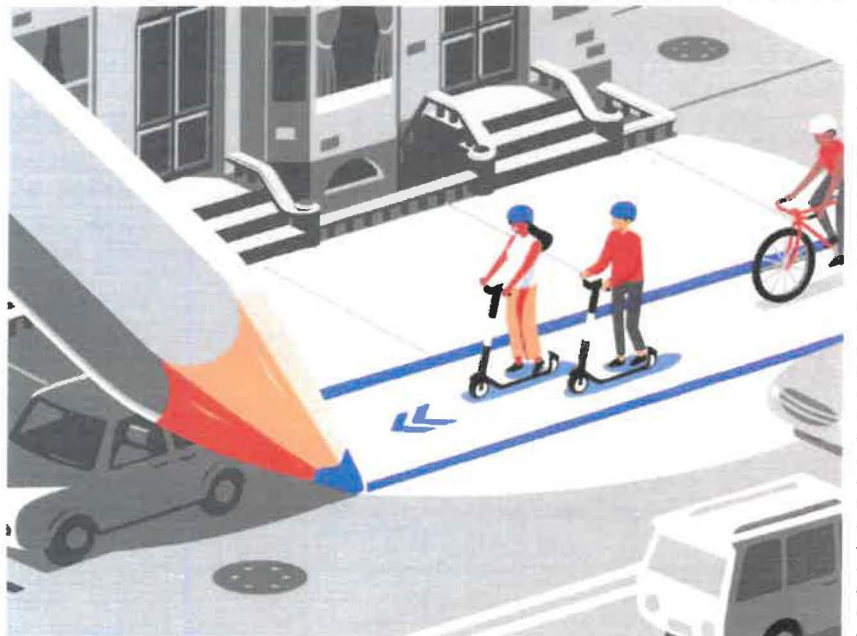
\$70K+

average take-home earnings from local entrepreneurs partnering with Bird.



16%

more jobs accessible



Safety First

SHARED E-SCOOTERS ARE AS SAFE AS BIKING

Across numerous city and 3rd party reports on e-scooter safety, once the injuries were seen in the context of the tens of millions of trips that were taken, shared e-scooters were found to be as safe as, or safer than biking:

KANSAS CITY, MO

"Four months of EMS records show **less than five e-scooter injuries per month**"



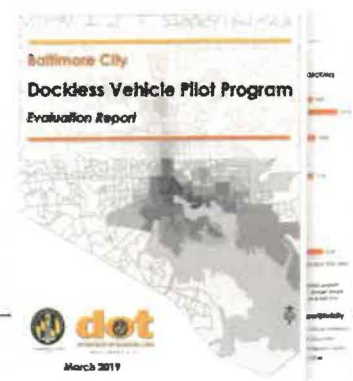
PORTLAND, OR

"e-scooters have risks similar to other parts of the transportation system."



BALTIMORE, MD

"...the **injury rate** requiring an ED visit is **seemingly low** [...] **.66 injuries per 1,000 scooter users each year.**"



Bird Leads on Safety

Innovative offerings like
Helmet Selfie and Warm-Up Mode



Community Engagement
& Education



Industry-leading
Vehicle Design




BIRD

See what communities are saying:

REDDING, CA

“ So awesome to have downtown. Don’t have to use my car to go get food! 😊 - **Rider** ”



Fleet size: 200* **Pop.** 92K


Launch date: November 2019

About: The city sees 8K rides/ month, averaging ~30 minutes.

City is excited about: Close collaboration that has led to high usage and tight operations.

HARTSVILLE, SC

“ We will bend over backwards to help you and welcome you. - **Mayor** ”



Fleet size: 50 **Pop.** 7.7K

Launch date: January 2021

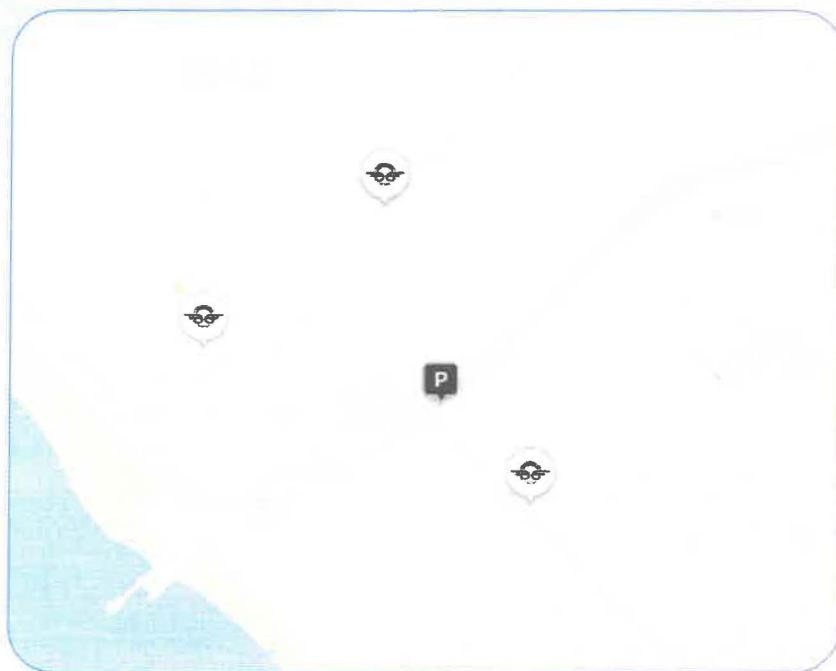
About: Bird will connect residents to central business district and provide transportation to the Sonoco Campus.

City is excited about: Being a role model for the power of city + tech partnerships in small cities.

Proposal

Our team would be happy to put together details for your city

- ✓ **Launch Date:**
- ✓ **Local Partner Onboarded:**
- ✓ **# of Vehicles:**
- ✓ **Staging locations:**
- ✓ **Key staging areas:**
- ✓ **Prohibited Areas:**



One Bird e-scooter
is one less car ride.



BIRD

11

EJDK's 01.29.2021 DRAFT
MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding, dated the _____ day of _____, 2022, is to memorialize the agreement between the City of Lincoln, IL (hereinafter referred to as "City") and Bird Rides, Inc.

NOW, THEREFORE, the parties outlined above do hereby freely and voluntarily agree as follows:

City will permit Bird Rides, Inc. to provide services under the following terms and limitations. This agreement shall remain in effect until February _____, 2022, unless terminated as set forth below.

AGREEMENT

1) Scope: This Agreement and its terms apply to any proposed deployment of Stand-up electric scooter sharing systems within the City of Lincoln, IL's jurisdictional boundaries. No person shall deploy a Stand-up electric scooter sharing system in the City in violation of this Agreement.

2) Stand-up electric scooters shall be governed by the rules applying to bicycles and are to be ridden on streets, and where available, in bike lanes and bike paths. Stand-up electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths. Users of Stand-up electric scooters shall be 18 or older. Users of Stand-up electric scooters who violate these provisions may be fined by the City, consistent with fines for cyclists.

3) Bird Rides, Inc. shall provide easily visible contact information, including toll-free telephone number and/or e-mail address on each Stand-up electric scooter for members of the public to make relocation requests or to report other issues with devices.

4) Hours of operation: Stand-up electric scooters will be made available to rent daily from 4 a.m. to midnight (local time).

5) Bird Rides, Inc. shall provide a minimum of 100 vehicles at launch.

6) Safety Education: Bird Rides will provide materials, videos, signage to promote safe riding and educate riders on rider responsibilities and encourage safe and courteous riding and parking.

7) Data sharing: Bird Rides, Inc. will provide data to the City, as necessary, to assist with monitoring program usage.

8) Indemnification: Bird Rides, Inc. agrees to indemnify, defend and hold harmless the City and the City's employees, agents and affiliates) from and against all actions, damages or claims brought against the City arising out of Bird Rides, Inc.'s negligence or willful misconduct, except that Bird Rides, Inc.'s indemnification obligation shall not extend to claims of the City or City's employees', agents' or affiliates' negligence or willful misconduct. The City expressly acknowledges that in no event shall Bird Rides, Inc. be liable for any special, indirect, consequential or punitive damages. Bird Rides, Inc.'s indemnification obligations shall survive for a period of one (1) year after expiration of this Agreement. Bird Rides, Inc. shall be released from its indemnification obligations under this section if the loss or damage was caused by the City's negligent construction or maintenance of public infrastructure. The City's right to indemnification shall be contingent on the City notifying Bird Rides, Inc. promptly following receipt or notice of any claim; Bird Rides, Inc. shall have sole control of any defense; the City shall not consent to the entry of a judgment or enter into any settlement without the prior written consent of Bird Rides, Inc.

9) Insurance: Bird Rides, Inc. shall provide the City with proof of insurance coverage exclusively for the operation of Stand-up electric scooters including: (a) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate; (b) Automobile Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate; and (c) where Bird Rides, Inc. employs persons within the City, Workers' Compensation coverage of no less than the statutory requirement.

10) Notices: All notices and communications to the City from Bird Rides, Inc. shall be made in writing (includes electronic communications) and sent to the address below.

11) Either party may terminate this agreement at any time and without cause upon (30) days prior written notice.

12) In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.

13) The parties acknowledge that Bird Rides, Inc. may utilize independent business logistics providers to facilitate local operations. Bird Rides, Inc.'s use of these logistics providers does not constitute a transfer or assignment of this Agreement, and Bird Rides, Inc. remains responsible for all obligations and requirements under this Agreement.

14) This agreement shall be governed by and construed in accordance with the laws of the state.

15) The term of this Memorandum of Understanding shall be from February __, 2021 through February __, 2022, and shall automatically renew annually each February __, ____, thereafter unless terminated as outlined herein. Revisions to the Memorandum shall be made in writing and signed by both parties hereto.

City of Lincoln, Illinois

Recommended By:

Signature: _____

Print Name: _____

Title: _____

Signed this the ____ day, ____, 2021

Bird Rides, Inc.

Signature: _____

Print Name: _____

Title: _____

Signed this the ____ day, ____, 2021

Approved By:

Signature: _____

Print Name: Tracy L. Welch

Title: Acting Mayor/Ward I Alderman

Signed this the ____ day, ____, 2021

Signature: _____

Print Name: _____

Title: _____

Signed this the ____ day, ____, 2021