

CITY OF LINCOLN
COMMITTEE OF THE WHOLE MEETING
AGENDA
DECEMBER 27, 2022
CITY HALL COUNCIL CHAMBERS
7:00 PM

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Public Participation**
- 4. Alice Roate – Logan County Tourism 2023 Funding Agreement and 4th Quarter Report.**
- 5. Economic Grant – Rio Grande 116 N. Kickapoo Street in the amount of \$7,500.00 opening brick wall to outside and installation of a door.**
- 6. City Engineer – Request for Proposals**
- 7. Kankakee and Harrison Drainage Line**
- 8. Potential Sign Regulations**
- 9. Announcements**
- 10. Possible Executive Session**
- 11. Adjournment**
- 12. Upcoming Meetings:** City Council Meeting: Tuesday, January 3, 2023 at 7:00 PM
Committee of the Whole Meeting: Tuesday, January 10, 2023 at 7:00 PM



101 N Chicago St | Lincoln, IL 62656 | 217.732.8687

Funding Agreement
between
City of Lincoln and Logan County Tourism Bureau

This document constitutes the Funding Agreement between the City of Lincoln and the Logan County Tourism Bureau. The City of Lincoln agrees to fund the Logan County Tourism Bureau with ninety-five percent (95%) of the Hotel/Motel Tax beginning January 1, 2023 through December 31, 2023. If the Funding Agreement is being met by both parties, this agreement will automatically renew for another year. If either party neglects or is unsuccessful to fulfil this agreement; either party will have the right to terminate this agreement with a thirty (30) day written notice. In exchange for the funding provided by the City of Lincoln, the Logan County Tourism Bureau commits to the following:

1. Employ a full-time Tourism Director to provide tourism services for Logan County (See Appendix A for a detailed job description) .
2. Develop media to advertise community programs that brand Logan County as a tourist destination, and deliver appropriate, physical medium to Logan County communities, along with travel stations throughout the state.
3. Execute the professionally developed marketing campaign approved by the Tourism Board of Directors.
4. Promote and provide support (if necessary) to parties planning and executing events that attract tourists to Logan County.
5. Promote Logan County to surrounding counties focusing on the immense features such as Abraham Lincoln and Route 66.
6. Comply with Illinois state requirements and maintain a state certified tourism bureau.
7. Keep a county diverse tourism board of directors to oversee tourism efforts and hold two (2) seats for city appointed officials and two (2) seats for Logan County board members on the tourism council that can act as a liaison between both parties.
8. Continue to provide sub-grants to events in Logan County that attract tourists and encourage overnight stays in the hotels/motels.
9. Work to identify all of Logan County's large events and strive to have a tourism presence at these events (if applicable) in order to promote Logan County assets.
10. Develop and maintain agreeable relationships with the hospitality personnel in Logan County.
11. Continue to make Logan County's online presence stronger and enhance mobile friendly technology.
12. Provide monthly financials and updates via email and present updates in person to the Lincoln City Council at least four times (4x) a year pertaining to an accountability report of usage of City funds and progress updates of the above commitments.

APPENDIX A- EXECUTIVE DIRECTOR DUTIES



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Duties include, but are not limited to:

Committee Management

- Manage the day-to-day operations of the bureau: including administrative, financial management, marketing, and public relations.
- Prepare the Board agenda, write monthly director's reports, and send meeting notices and other pertinent Board meeting materials.
- Act on all policy decisions made by the board.
- Serve as chief advisor to the Tourism council and provide guidance, advice, and assistance in the selection of council members and council chairpersons.
- Provide supervision and guidance to staff, and volunteers.

Program of Work Development and Accomplishments

- Act in accordance with by-laws; annually review the by-laws and policies and present any revisions needed to the board.
- Identify community/county concerns and opportunities and bring them to the attention of the appropriate agency, group, individual, or committee.

Finances

- Prepare the annual budget for Board approval and work with the Board to continually monitor expenditures and grant programs.
- Submit the annual grant application in accordance with the guidelines, and submit quarterly and annual reports in compliance with grant requirements.
- Monitor the management of grant programs and pursue outside grant and funding opportunities.
- Prepare an annual report of the bureau's accomplishments for presentation to councils/boards.
- Provide monthly financial statements for the council information and approval.
- Meet necessary legal and financial reporting requirements for the State, Federal, and Grant requirements.

General Office Administration

- Maintain and keep a current set of procedures in a manual defining in a clear, concise manner the overall administrative operation of Tourism.
- Conduct official Tourism correspondence and maintain records the same.
- Maintain an organized office for efficient information retrieval and professional looking appearances.

Public Relations/Customer Service

- Maintain a network of communication with affiliated entities, such as: Lincoln/Logan County Chamber of Commerce, Logan County hotel/motels, the Logan County restaurant/bar community, area tourism attractions; arts and entertainment; the colleges, museum, and historical courthouses; State of Illinois tourism related agencies; and local, state, regional, and national industry organization that impact the Logan County tourism and hospitality industry.
- Develop and supervise a tourism community awareness program designed to reach the general public, elected officials, members of the hospitality and tourism industries and their employees.



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- Supervise the development, research, and maintenance of comprehensive data on the local, state, and national hospitality and tourism industries.
- Continually update the Logan County tourism website, social media, etc. and handle emails sent and received.
- Prepare and/or update brochures and marketing materials.
- Distribute Logan County Tourism brochures to Lincoln and Logan County communities.
- Serve as a public spokesperson for Tourism when asked to do so.
- Attend all required meeting, events, and various public function, and represent the Logan County Tourism Bureau in a positive and professional manner.
- Perform other duties as assigned by the board.

Physical Requirements

- Be able to lift and carry at least 30 pounds.
- Be able to climb a ladder.
- Be able to stand for long periods of time.
- Be able to work outdoors for long periods of time.

Personal Requirements

- Enjoy working with people.
- Good organizational skills.
- Attention to detail.
- Good interpersonal and supervisory skills.
- Be punctual.
- Able to work irregular hours.
- Good communication skills.
- Strong computer skills.
- Maintain a professional appearance.
- Able to negotiate, organize, delegate and work under pressure.

Signed:

X _____ Date: _____
Tourism Bureau Signature

X _____ Date: _____
City of Lincoln Signature

MEMORANDUM

TO: Mayor and City Council Members
FROM: Ashley Metelko, Administrative Assistant
MEETING DATE: December 27, 2022
RE: Economic Development Commission Approvals

Background:

On December 16, 2022, the Economic Development Grant Commission met and approved the following applications:

STRUCTURAL IMPROVEMENT GRANTS:

Rio Grande- Opening of brick wall to outside and installation of a door
(Contingent upon a City Lease Agreement issued to Rio Grande)

- **116 N. Kickapoo Street**
Amount: \$7,500.00

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Walt Landers, Street Superintendent

MEETING

DATE: December 27, 2022

RE: City Engineer – Request for Proposals

The council has indicated that it would like to execute a request for proposals for professional engineering services for the city. It is in the best interest of the city to contract with a firm for engineering services. A firm would have access to all the latest tools, hardware, and software to best perform the tasks directed by the city. A firm provides a team of professionals that can best design and review public projects, helping to ensure a better result. Additionally, a qualified firm would also be up to date on all federal and state regulations and be aware of national trends and best practices in the field.

Details of the RFP timeline are as follows:

1. Council provides direction on RFP-C.O.W. 12/27/22
2. Advertisement published the week of 1/4/22
3. Proposals due-1/20/22
4. Top candidate interviews, Week of 1/30/22
5. Award of contract-City Council Meeting 2/21/22

Responding firms would undertake the responsibilities, listed within the proposal. This is not a comprehensive list, and the committee is open for suggestions to include or to remove. Qualified respondents would be evaluated on six criteria: 1) understanding of the requested services, 2) engineers' capabilities, 3) qualifications of the engineer, 4) resources, 5) response time, and 6) cost.

The contract enclosed in your materials is a template contract and may be modified prior to the award.

Recommendation: This is a draft proposal, and the Committee is open to any revisions thereof. The Council should provide direction if they are comfortable with the approach, contents of the document, and timeline. We can advertise the opportunity and develop an evaluation team to review the respondents.

**CITY OF LINCOLN REQUEST FOR PROPOSAL FOR
PROFESSIONAL ENGINEERING SERVICES AS CITY ENGINEER**

The City of Lincoln, Illinois is seeking proposals for a contract engineer to serve as City Engineer on a part-time basis to fulfill all statutory requirements of that position and to provide general professional engineering services. This work is to be performed on a flexible, on-call basis for the City as needed. However, the selected consultant must demonstrate the ability to provide more time as needed. The professional engineering support services will include, but are not limited to:

- Resolving inquiries and concerns regarding public improvements.
- Support the development, management, and implementation of the City's capital improvements and MFT Maintenance Programs.
- Master planning, engineering overview and technical support for the City's wastewater, transportation and pavement management, traffic engineering analyses, storm water, urban runoff management and water quality programs.
- Field investigations, plan review, and development approval for public improvements.
- Responsibility for technical review of construction plans and specifications.

Proposals must be received by 12:00PM (Noon), January 20, 2023, in the City of Lincoln City Clerk's Office located at 700 Broadway Street, Lincoln, Illinois 62656. For further information, please contact Walt Landers, Street Superintendent at (217) 732-4655.

Consultant selection will result in the City Council's approval for the issuance of a contract for engineering services for an initial twenty four (24) month duration with potential renewal provisions for additional one-year terms.

Proposal documents are available at the above address and on the City's website (www.lincoln.il.gov). Respondents to this request for proposals must be registered as a Professional Engineer (Civil) with the State of Illinois. Consultant selection will be based upon weighted criteria which includes, but is not limited to: experience, availability, schedule, response time, cost, and proximity to the City of Lincoln. The City reserves the right to reject any and all proposals, to waive formalities or to accept any proposal which appears to serve the best interests of the City of Lincoln, Illinois.

CITY OF LINCOLN, ILLINOIS REQUEST FOR PROPOSALS FOR PROFESSIONAL ENGINEERING SERVICES AS CITY ENGINEER

OBJECTIVE

The City of Lincoln, Illinois is seeking proposals for a contract engineer to serve as City Engineer on a part-time basis to fulfill all statutory requirements of that position and to provide general professional engineering services.

ENGINEER GENERALLY

Under direction from, and in coordination with, the mayor and city staff, performs professional and technical engineering services for the City.

ENGINEER'S SPECIFIC DUTIES

The City Engineer is responsible for a wide variety of professional engineering duties and tasks as directed. Examples of typical assignments are as follows:

1. Professional and technical engineering support to the Mayor and Department Heads.
2. Receiving and resolving inquiries and concerns regarding the City's public improvements.
3. Assist in the development, management, and implementation of the City's capital improvements through technical planning and budgeting support as needed.
4. Review plans and approve engineering design of public works and public improvement projects.
5. Provide information for master planning for streets, storm water, and wastewater and assists city Staff in oversight of the same; assist in providing technical information for the administration of state and federal monies.
6. Engineering overview, technical review, and approval for development regulations such as plan review and inspection of both privately funded public improvements and City, state or federally funded public improvements.
7. Master plan assessments, engineering overview and technical support of the City's utility (wastewater and storm drain) systems including review and approval of specific utility extensions or upgrades, approval of final plans and specifications for compliance with municipal ordinances, regulations and policies, review, and acceptance of engineering estimates, perform or oversee construction management services, and review final as-builts.
8. May coordinate with other consulting professionals for the City to provide technical review and oversight to wastewater treatment plants to ensure master plan conformance, or review final plans and specifications for regulatory compliance, perform or oversee construction management services, and review final as-builts;
9. May assist in the compilation of a detailed operational and financial analysis of City operational functions including but not limited to contracted wastewater treatment facilities.
10. Engineering overview and technical support of the City's transportation systems, as well as review and approval of specific road/pavement design for overlays or upgrades, approval of final plans, creation of bid documents, and specifications for compliance with

- municipal ordinances and policies, review and acceptance of engineering estimates, review final as-builts and may perform or oversee construction management services.
11. Provide technical oversight for initiation and construction of special improvement districts and determine costs of improvements.
 12. Assist in the preparation of plans and specifications and in the public bidding, project monitoring and review process for public works construction projects.
 13. Engineering overview and technical support for implementation of the City's storm water, urban runoff management, water quality programs, and floodplain management.
 14. Perform field investigations as required.
 15. As directed, provide specific representation of the City in dealing with other public agencies;
 16. Engineering overview and technical support for grant applications.

ENGINEER RESPONSIBILITIES

The individual (or if a firm responds to the RFP, the responsible person in charge of the project) must be an Illinois Professional Civil Engineer as required by Illinois Compiled Statutes and shall assume full responsibilities for the following:

A. Personnel, Materials, and Equipment:

- a. The engineer must possess an Illinois professional license as a Civil Engineer (Illinois State Board of Examiners for Engineering and Land Surveying [ISBEELS] in accordance with Illinois Compiled Statutes).
- b. The engineer shall have a minimum of five (5) years' experience as a Civil Engineer preferably in municipal engineering and at least three (3) years of senior engineering level experience in a supervisory position.
- c. The engineer shall provide qualified and competent personnel and shall furnish all supplied, equipment, tools, and incidentals required to accomplish assigned work. Materials and supplies shall be of good quality and suitable for all work.
- d. The engineer shall demonstrate the ability to direct the work of others, ability to establish and maintain effective working relationships with employees and the public and have the ability to communicate effectively verbally and in writing.
- e. The engineer shall have the ability to effectively prioritize projects and have possess the capacity to ensure work is completed in a timely and cost-sensitive manner.
- f. The engineer shall demonstrate extensive knowledge of civil engineering and engineering survey and design; working knowledge of drafting, thorough knowledge of public works construction, and working knowledge of engineering computer applications including but not limited to geographic information systems and computer aided design.

B. ***Safety Equipment:*** The engineer shall provide and use all safety equipment including but not limited to hard hats, safety vests, and clothing required by state and federal regulations and department policies and procedures.

C. ***Professional Responsibilities:*** The engineer shall perform the work using the standards of care, skill, diligence normally provided by a professional in the performance of such services in respect to similar work and shall comply with all applicable codes and standards.

PROPOSAL CONTENTS

The Engineer shall submit three (3) copies of the proposal for consideration by the City. The proposal shall address each of the following listed items and shall be organized in accordance with this section of the proposal. The City shall not be held responsible for costs incurred by an offeror in the preparation, dissemination, or delivery of any proposal.

Proposal shall include the following information:

Title: City of Lincoln, Illinois Request for Proposals for Professional Engineering Services as City Engineer

Contact Information: Name, Title, ISBEELS PE license number, Mailing Address, Phone and Fax Number, Email Address

CRITERIA FOR SELECTION

A. *Understanding of Requested Services*

- a. This relates to the basic or preliminary understanding of the requested services. Is there a clear and concise understanding of the services based on existing information? Is there a general description of the role and chief issues to be addressed?

B. *Engineer's Capabilities*

- a. The response should address the following:
 - i. Similar services performed within the last three (3) years that best characterize work quality and cost control.
 - ii. Acknowledgement of each type of engineering services requested and provide information on capabilities to perform each type of work.
 - iii. Internal procedures and/or policies related to work quality and cost control.
 - iv. Management and organizational structure.
 - v. Other ongoing projects that may affect availability for this work.
 - vi. Availability to perform work for the duration of the project.

C. *Engineer (or Project Team)*

- a. Relating to the engineer (or in the case of a firm, the project principal, project manager, and key staff) and how well does the individual's/firm's qualifications and experience relate to the requested services:
 - i. Extent of engineer/principal involvement.
 - ii. Current on-going work assignments, project types, and location of key members.
 - iii. If from a firm: Names of key members performing the work, their responsibilities, and relevant qualifications/experience.
 - iv. Experience with similar projects and interdisciplinary engineering teams.
 - v. List of five (5) references for similar work projects completed within the past three (3) years.

D. *Resources*

- a. This relates to the total resources allocated to providing the requested services. (E.g. compatible computer equipment, office location, survey equipment, etc.)
- E. **Response Time**
 - a. This criteria relates to how quickly the engineer can respond to any given assignment and what priority would be assigned to City of Lincoln projects. Work is to be performed on an on-call basis for the City and is estimated to average approximately 10-25 hours per week. However, the selected consultant must demonstrate the ability to provide more time as needed. The engineer may be requested to attend and present at City of Lincoln Council meetings and other after business hours meetings on occasion.
- F. **Cost of Services**
 - a. In an attached sealed envelope, provide a summary of service costs including:
 - i. Professional Engineer rate (flat rate or on-call rate; be specific with any differences)
 - ii. Direct, non-labor costs, if applicable.
 - iii. If the proposal is from a firm, please provide the following:
 - 1. Engineer-in-training rate.
 - 2. Engineering technician rate.
 - 3. Draftsperson rate.
 - 4. Other professional/sub-professional rate(s);
 - 5. Direct, non-labor costs that might be applicable.

PROPOSAL EVALUATION AND SELECTION

- A. **Review**

All proposals are due to the City of Lincoln, City Clerk's Office located at 700 Broadway Street, Lincoln, Illinois 62656 by 12:00 Noon January 20, 2023 . Proposals will be reviewed and evaluated by personnel from the City of Lincoln. Each proposal will be evaluated on content quality and completeness as described in the preceding sections. Interviews will be conducted with the top ranking respondents with City representatives between January 30, 2023 and February 2023. A representative of the City will coordinate scheduling with the prospective individuals/firms.
- B. **City Reservation**

The City of Lincoln reserves the right to waive irregularities or discrepancies in any proposal if the City determines that the waiver is in the best interest of the City.
- C. **Addenda to the RFP**

The provisions of this RFP cannot be modified by oral interpretations or statements. If inquiries or comments by offerors raise issues that require clarification by the City, or the City decides to revise any part of this RFP, addenda will be provided to all persons known to the contact person who have received or will subsequently receive the RFP. Receipt of the addenda must be acknowledged by signing and returning with the proposal.
- D. **Protest**

Any prospective consultant who contends that the provisions of the RFP or any aspect of the procurement process will encourage favoritism in the award of the contract, or substantially diminish competition, must file a written protest to the RFP at least ten days prior to the date set for the opening of proposals. Failure to file a protest will be deemed

a waiver of any claim by an offeror that the procurement process violates any provision of the City Code or the City's procedures for screening and selection of persons to perform professional services.

AGREEMENTS, CONTRACTS, AND ASSIGNMENTS

Once the City Engineering consultant is selected, the resulting agreements will be documented as a formal written contract and will incorporate all terms and conditions of the Master Services Agreement and the RFP.

There is no guarantee of any specific amount of work or any dollar amounts assigned through the term of the Master Services Agreement. City work may be assigned based upon the consultant's expertise and workload.

Contractual positions shall include no supervisory responsibilities.

There shall be no guaranteed minimum hours nor will permanent office space be provided by the City. The consultant shall be considered an independent contract who shall in no way be considered an employee of the City of Lincoln and shall be entitled to no benefits therefrom.

The City may offer a separate solicitation and procurement to be conducted for any project. The City will assess each Public Works project and may consider the estimated cost, specialized nature of the project, and any other factors, to determine whether a separate solicitation and procurement will be required/desired.

A. *Contract*

The Engineer selected by the City will be expected to enter into a written contract in the form attached to the RFP in Exhibit A. The proposal should indicate acceptance of the City's contract provisions or suggest reasonable alternatives that do not substantially impair the City's rights under the contract. If inclusion of any of the City's contract provisions will result in higher costs for the services, such costs must be specifically identified in the proposal. Unconditional refusal to accept the contract provisions proposed by the City without offering acceptable alternatives may result in disqualification of the offeror.

B. *Contract Term*

For budgetary purposes, it is anticipated the Engineer will enter into an twenty four (24) month contract beginning approximately February 22, 2023 with an option to extend for additional one-year terms.

EXHIBIT A

SAMPLE MASTER SERVICES AGREEMENT

This is a Master Services Agreement between _____ (“ENGINEER”) whose address is _____ and the **City of Lincoln** (“CITY”), an Illinois municipality having its offices at City Hall, 700 Broadway St., Lincoln, IL 62656.

WHEREAS, from time to time certain engineering services are required by CITY; and

WHEREAS, ENGINEER has agreed to provide, from time to time as requested by CITY, any engineering services, the terms of which are attached hereto and incorporated herein.

NOW THEREFORE, the parties agree as follows:

1. INCORPORATION OF RECITALS. That the recitals as herein above set forth are incorporated herein verbatim and are hereby made a part of this Agreement.

2. SERVICES/COMPENSATION. From time to time ENGINEER will perform services as specifically listed on a work order (the “Work Order”), the form of which is attached and incorporated herein as Exhibit A, for the compensation listed on the Work Order and upon the terms stated in this Agreement. The services shall commence and be performed for the time period set forth in the Work Order. Such compensation shall be due and payable within thirty (30) days of the receipt by the CITY of an accurate invoice unless the City is reliant on outside entities to provide all or any portion of that compensation. In such case compensation to ENGINEER shall be payable within thirty (30) days of the CITY’s receipt of such compensation from that outside entity.

3. CONFIDENTIALITY. A. The parties expressly acknowledge that in the course of their performance hereunder, they may learn or have access to certain confidential, patent, copyright, business, trade secret, proprietary, or other like information or products of the other party or of third parties, including but not limited to the other party’s vendors, consultants, suppliers, or customers. Anything in the Agreement to the contrary notwithstanding, the parties expressly agree that they will keep strictly confidential any such information that they learn.

B. ENGINEER agrees to not use the CITY’s or the CITY’s third party information for its own benefit or the benefit of any person besides the CITY.

4. PERFORMANCE STANDARDS. ENGINEER expressly warrants to the CITY that it has the ability and expertise to perform its responsibilities hereunder and in doing so shall use the highest standards. CITY shall have the right to reject any of ENGINEER’s employees whose qualifications, in CITY’s judgment, cannot meet the standards hereunder.

5. INFRINGEMENT INDEMNIFICATION. ENGINEER at its own expense shall defend and hold CITY fully harmless against any action asserted against CITY (and specifically including costs and reasonable attorneys’ fees associated with any such action) to the extent that it is based on a claim that use of any product or services licensed by or provided to CITY under this agreement infringes any patent, copyright, license, or other proprietary right of any third party.

CITY shall notify ENGINEER promptly in writing of any such claim. If as a result of any claim of infringement against any patent, copyright, license, or other proprietary right of any third party, CITY is enjoined from using the product or services, or if ENGINEER believes that the product or services are likely to become the subject of a claim of infringement, ENGINEER at its option and expense will procure the right for CITY to continue to use the product or services, or replace or modify the product or services as to make them non-infringing.

6. INDEPENDENT CONTRACTOR. The parties expressly agree that ENGINEER shall be an independent contractor for all purposes in the performance of this Agreement, and that none of its employees or agents shall be considered an employee of CITY for any purpose. ENGINEER shall be responsible for compliance with all tax, workers compensation, and other applicable laws and regulations. The parties agree that all materials of any nature whatsoever produced hereunder shall be considered a work made for hire.

7. HOLD HARMLESS. Anything in the Agreement to the contrary notwithstanding, ENGINEER shall indemnify and hold CITY fully harmless against any loss, damages, claims, or expenses of any kind whatsoever (including costs and reasonable attorneys' fees), sustained or incurred by a third party as a result of the acts or omissions of ENGINEER, and for which recovery is sought against CITY by that third party. ENGINEER shall also indemnify CITY for any costs and reasonable attorneys' fees sustained or incurred by CITY in defense of any such third party claim.

8. TERM/TERMINATION. The term of any Work Order shall be set forth in the Work Order and shall be subject to renewal. If either party neglects or fails to perform any of its obligations under this Agreement and such failure continues for a period of fifteen (15) days or more after notice thereof, the other party shall have the right to terminate this Agreement. This Agreement or Work Order may be terminated by either party on providing thirty (30) days written notice to the other.

9. ASSIGNMENT. Anything in the Agreement to the contrary notwithstanding, ENGINEER may not assign the Agreement to any other entity, including an entity that affiliates with, merges with, or acquires ENGINEER, except when such assignment is approved in advance by CITY in writing, which approval CITY may in its sole discretion grant or deny.

10. LIMITATION OF LIABILITY. Anything in the Agreement to the contrary notwithstanding, under no circumstances whatsoever shall CITY be liable to ENGINEER for any special, consequential, indirect, punitive, or incidental damages of any kind whatsoever.

11. WAIVER OF BREACH. It is expressly agreed that if ENGINEER, on any occasion, fails to perform any term of this Agreement, and CITY does not enforce that term, the failure of CITY to enforce on that occasion shall not constitute a waiver of that term by CITY.

12. TAXES. Under no circumstances shall CITY be liable for any interest, penalties, fines, or other such charges incurred due to the failure of ENGINEER to pay or collect when due any taxes owed with respect to the Agreement, or due to the failure of ENGINEER to notify CITY of any taxes owed with respect to the Agreement. CITY shall not be required to pay or reimburse ENGINEER for taxes based upon the net income or capital of ENGINEER.

13. FORCE MAJEURE. CITY shall not be liable for any delays in performance hereunder due to circumstances beyond its control including, but not limited to, acts of nature, acts of

government, delays in transportation, and delays in delivery or inability of suppliers to deliver. CITY shall have the option to terminate any and all obligations under this Agreement by so notifying ENGINEER in writing if any delay exceeds thirty (30) days from the originally agreed upon performance date.

14. CHOICE OF LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois, without regard to principles of conflict of laws. All judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Logan County, Illinois.

15. APPLICABILITY TO SUBCONTRACTORS. ENGINEER shall ensure that its subcontractors also adhere to the applicable provisions of this Agreement.

16. INSURANCE. ENGINEER shall secure, pay the premium for, and keep in force until the termination of this Agreement, the following insurance: (i) Worker's Compensation at statutory limits for occupational disease and injury, including Employer's Liability coverage at a limit of not less than \$500,000; and (ii) Commercial General Liability, including Premises and Operations coverage and Products and Completed Operations coverage at not less than a combined single limit of \$1,000,000 per occurrence. ENGINEER shall provide CITY a Certificate of Insurance verifying that it has these coverages. Every certificate must provide at least a 30-day notice to CITY of a material change or termination of a policy.

17. USE OF EQUIPMENT. In the event CITY, at its sole discretion, decides to loan equipment to ENGINEER to facilitate ENGINEER's performance of the services provided under this Agreement, ENGINEER shall be responsible for any loss or damage to such equipment, and the timely return of such equipment, in the same condition as when loaned, at the conclusion of the services or the termination of this Agreement.

18. TIME IS OF THE ESSENCE. ENGINEER acknowledges that time is of the essence to CITY.

19. WORK ORDER. The parties agree that whether or not a Work Order has been signed, they shall nevertheless adhere to the provisions of this Agreement.

20. PREVAILING WAGE COMPLIANCE. ENGINEER agrees to comply with the State of Illinois Prevailing Wage Act and the Federal Prevailing Wage Act, if applicable.

21. SURVIVAL. The following Sections shall survive termination of this Agreement: Confidentiality, Infringement Indemnification, Limitation of Liability, Independent Contractor, Work Made for Hire, Hold Harmless, Taxes, Applicability to Subcontractors, Choice of Law, and Survival.

This Agreement (and any attachments, addenda, and supplements thereto) shall be the complete and exclusive statement of the agreement between the parties as to the subject matter of this Agreement and shall be binding upon each of the parties hereto, their successors, and to the extent permitted their assigns. This Agreement cannot be amended or otherwise modified except as agreed to in writing by each of the parties hereto.

This Agreement shall become effective on the date the second of the two parties to sign executes this Agreement below.

(ENGINEER)

CITY OF LINCOLN

Signature

Signature

Printed or Typed Name

Printed or Typed Name

Title

Title

Date

Date

EXHIBIT B

WORK ORDER

This Work Order # _____ describes certain services to be performed by Prairie Engineers of Illinois, P.C. ("ENGINEER") in accordance with the terms and conditions of that certain Master Services Agreement dated _____ between the City of Lincoln ("CITY"), an Illinois municipality having its offices at City Hall, 700 Broadway St., Lincoln, IL 62656 and ENGINEER, located at _____, _____.

SERVICES:

Services Topic:

Objective of Services:

Activities to be performed:

Type and Description of Materials to be developed/provided:

TIMELINE:

Commencement Date:

Days Necessary to Complete:

Completion Date:

COMPENSATION:

Payment schedule:

Total Fee:

INVOICING:

All invoices submitted under this Work Order should be sent to the following address and should reference _____:

City of Lincoln
Attn: _____
700 Broadway St.
Lincoln, IL 62656

ENGINEER and CITY agree that the referenced Agreement and this Work Order are the complete and exclusive statement of the agreement between the parties, superseding all other proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. In the event of any conflicts between this Work Order and the Agreement, the terms of the Agreement shall prevail. This Work Order shall be effective on the date the second of the two parties hereto signs below.

ENGINEER

CITY

For Review Purposes Only

Signature

Signature

Printed or Typed Name

Printed or Typed Name

Title

Title

Date

Date



CITY OF LINCOLN, ILLINOIS

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

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

To: Mayor and Aldermen of the City of Lincoln

From: Andrew Bowns and Walt Landers

Meeting Date: December 27, 2022

RE: Kankakee and Harrison Drainage Line

Background

A resident issue was presented to Walt and I about water entering a foundation.

Analysis/Discussion:

The infiltration happening to this particular resident's home led us to a private drain that is handling some of the surrounding neighborhoods storm water. The City does not own the drain line crossing this property nor does the City have an easement for this line. It would also not be in the City's interest to pursue ownership and easements for this line due to where it is discharging to. The best solution moving forward is to install a new line in the City's Right of Way along Harrison St. This line will convey all of the storm water to the ditch on the Northwest side of Ottawa St.; which will convey it to the State ditch.

Fiscal Impact:

Pipe: \$5,324

Rock: \$1,872

Sand: \$218

Concrete: \$3,250

Asphalt: \$3,200

Structure: \$4,725

Misc.: \$2,000

This project should have a cost not to exceed \$22,648.00.

Council Recommendation:

Approve the installation of a new drain line in an amount not to exceed \$22,648.00 to be expensed from "50-7400-7850 Capital Expense - Sewer Const".

CITY COUNCIL

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ROB JONES

SECOND WARD
TONY ZURKAMMER
SAM DOWNS

THIRD WARD
KEVIN BATEMAN
WANDA ROHLFS

FOURTH WARD
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TRACY WELCH
MAYOR

PEGGY S. BATEMAN
CITY CLERK

CHARLES N. CONZO
CITY TREASURER

JOHN A. HOBLIT
CITY ATTORNEY



The longer red line is the existing line that the City has neither ownership nor easements for.

The shorter red line is a culvert that will be dammed on either end, cored, and filled with controlled low strength material to prevent sinkholes in the future.

The green line will be the location of the new drain line within the City's right of way. This will have 2 road crossings for conveyance

The blue dot is where existing infrastructure will be tied together in a manhole.

The yellow areas are where reshaping of the ditches will be necessary to direct or accommodate the flows in the correct direction.

There will be 2 driveways and one sidewalk which will have to be crossed; these will be replaced with new concrete for the residents.

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RICK HOEFLE
KATHY HORN

MEMORANDUM

TO: City Council

FROM: Legal

MEETING DATE: December 27, 2022

RE: Potential Sign Regulations

Background

At a previous meeting there was discussion briefly on regulations for signage. Currently our code does not provide for regulations of signs along the road. The only regulations currently exist on signs on buildings, which are usually above the entryway. Signs are outlined in the city code under 8-10.

At the previous meeting from which there was a discussion, our Police Chief presented documents showing regulations in other municipalities, which include removal of signs. The City Police Chief also provided a state statute showing various regulations. The items referenced here are attached to this memo.

This agenda item comes at the request of Alderman Parrot to have the city consider some regulations to signs and potentially expand 8-10. This would thereby give the City Attorney direction on how to potentially change the city code via ordinance, to be presented at a future COW for further discussion.

COW Recommendation

Please discuss potential changes to city code regarding signage, thereby giving the City Attorney direction on how the City Council wants to regulate signs.

(625 ILCS 5/11-310) (from Ch. 95 1/2, par. 11-310)

Sec. 11-310. Display of Unauthorized Signs, Signals or Markings.

(a) No person shall place, maintain or display upon or in view of any highway any unauthorized sign, signal marking, or device which purports to be or is an imitation of or resembles an official traffic-control device or railroad sign or signal, or which attempts to direct the movement of traffic, or which hides from view or interferes with the movement of traffic or the effectiveness of an official traffic-control device or any railroad sign or signal.

(b) No person shall place or maintain nor shall any public authority permit upon any highway any traffic sign or signal bearing thereon any commercial advertising.

(c) Every such prohibited sign, signal or marking is hereby declared to be a public nuisance and the authority having jurisdiction over the highway is hereby empowered to remove the same or cause it to be removed without notice.

(d) No person shall sell or offer for sale any traffic control device to be used on any street or highway in this State which does not conform to the requirements of this Chapter.

(e) This Section shall not be deemed to prohibit the erection upon private property adjacent to highways of signs giving useful directional information and of a type that cannot be mistaken for official signs.

(f) This Section shall not be deemed to prohibit the erection of Illinois Adopt-A-Highway signs by municipalities, townships, or counties as provided in the Illinois Adopt-A-Highway Act.

(g) Any person failing to comply with this Section shall be guilty of a Class A misdemeanor.

(Source: P.A. 87-1118.)

(625 ILCS 5/1-126) (from Ch. 95 1/2, par. 1-126)

Sec. 1-126. Highway. The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel or located on public school property.

(Source: P.A. 92-780, eff. 8-6-02.)

(625 ILCS 5/1-126.1)

Sec. 1-126.1. Highway designations. The Department of Transportation may designate streets or highways in the system of State highways as follows:

(a) Class I highways include interstate highways, expressways, tollways, and other highways deemed appropriate by the Department.

(b) Class II highways include State highways and designated local roads not built to interstate highway standards that have at least 11 feet lane widths.

(c) (Blank).

(d) Non-designated highways include State highways not designated as Class I or II and local highways which are part of any county, township, municipal, or district road system not designated as Class II. Local authorities also may designate Class II highways within their systems of highways.

(Source: P.A. 101-328, eff. 1-1-20.)

(2) *Flashing yellow (caution signal)*. When a yellow lens is illuminated with rapid intermittent flashes, drivers of vehicles may proceed through the intersection or past the signal only with caution.

(B) This section does not apply at railroad grade crossings.
(625 ILCS 5/11-309) Penalty, see § 70.999

§ 70.035 DISPLAY OF UNAUTHORIZED SIGNS, SIGNALS, MARKINGS OR ADVERTISING SIGNS.

(A) No person shall place, maintain or display upon or in view of any highway any unauthorized sign, signal, marking or device which purports to be, or is an imitation of, or resembles an official traffic-control device or railroad sign or signal, or which attempts to direct the movement of traffic, or which hides from view or interferes with the movement of traffic or the effectiveness of an official traffic-control device or any railroad sign or signal.

(B) No person shall place or maintain, nor shall any public authority permit, upon any highway any traffic sign or signal bearing thereon any commercial advertising.

(C) No tree, bush or foliage of any kind shall be so placed, maintained, allowed to remain or displayed upon either public or private property in such a manner as to hide from view or interfere with the movement of traffic or the effectiveness of any traffic-control devices, sign or signal.

(1) All such trees, bushes or foliage are hereby declared to be nuisances and may be removed by any police officer or under his or her direction and supervision.

(D) It shall be unlawful to maintain or operate in view of any street or highway any flashing or rotating beacon of light.

(E) Every such prohibited sign, signal or marking is hereby declared to be a public nuisance, and the authority having jurisdiction over the highway is hereby empowered to remove the same, or cause it to be removed without notice.

(F) No person shall sell or offer for sale any traffic-control device to be used on any street or highway in the municipality which does not conform to the requirements of this chapter.

(G) This section shall not be deemed to prohibit the erection upon private property adjacent to highways of signs giving useful directional information, and of a type that cannot be mistaken for official signs.

(H) This section shall not be deemed to prohibit the erection of State "Adopt-A-Highway" signs by the village as provided in the State Adopt-A-Highway Act, 605 ILCS 120/1 et seq.
(625 ILCS 5/11-310) Penalty, see § 70.999



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