

CITY OF LINCOLN
COMMITTEE OF THE WHOLE MEETING
AGENDA
JUNE 14, 2022
CITY HALL COUNCIL CHAMBERS
7:00 PM

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Public Participation**
- 4. Request to Permit: Logan County first Responder Foundation, July 2, 2022 from 8:00 am – 10:00 am for a walkathon around Latham Park, around the square back to Park. This event is to raise money for Logan County First Responders Foundation.**
- 5. Opening of Bid for Real Estate – 227 N. Kickapoo.**
- 6. Agreement for Professional Services with Farnsworth Group for 2022 Resurfacing**
- 7. Scarification/Oil & Chip Resurfacing Targets 2022.**
- 8. Motor Fuel Tax Maintenance Program Resolution 2022/2023.**
- 9. Discussion to amend Ordinance allowing the use of non-highway vehicles adding UTV's on City Streets.**
- 10. Amendment #3 to Appropriations Ordinance F.Y. 2021-2022.**
- 11. Announcements**
- 12. Possible Executive Session**
- 13. Adjournment**
- 14. Upcoming Meetings:** City Council Meeting: Tuesday, June 21, 2022 at 7:00 PM
Committee of the Whole Meeting: Tuesday, June 28, 2022 at 7:00 PM

REQUEST TO PERMIT EVENT WITH STREET CLOSURE

JUN 06 2022

Must Have Council Approval

RECEIVED

Date(s) of Event: July 2nd, 2022

A copy of this form must be available at the Event!

Please describe below your request for use of City Property.

Description of Event (including participating merchants, vendors, exhibitors, and units, etc.)

Walkathon around Latham Park/Courthouse.
Event is to raise money for the Logan County First
Responder Foundation.

Location of Event Property: (Address Utilized Space) 2 blocks around Latham/Courthouse

Items occupying street space utilized: N/A

Date(s) and time(s) for usage of Property: July 2nd, 2022

Are licenses needed, if yes, please attach. YES NO

Street Closures and Parking Street(s) will be closed (Please attach map or sketch of all closures.)

If closed, which streets and blocks? Block around Latham Park/Courthouse
Latham Pl Start Dekwan, N. McLean to Pulaski to
N Mclean, Kickapoo, Dekwan, Pulaski, Kickapoo back to Latham Park

Closed from 8 a.m. p.m. until 10 a.m. p.m. (circle a.m. or p.m.)

If different times on different days, please specify. N/A

Does this street normally have access to a permitted parking lot? Specify, N/A

Certificate of Insurance Liability for event must be attached to request before approval.

Business/Organization/Sponsor Name: Logan County First Responder Foundation

Contact Name: Tyler Stambaugh Email: Tyler.Stambaugh8@gmail.com

Address: N/A Signature: Tyler Stambaugh

Phone: Business: _____ Cell: (813) 670-4064

APPROVED: (signatures)

Police Department: _____ Mayor: _____

Fire Department: _____ Vote: Council Approval ___ Years ___ Nays

Street Department: _____ Date: _____

As soon as all signatures are obtained, you will be contacted at the phone number you provided.

If your special event will be held more than once during this year with the same location and arrangements, you may use the same application with a change in dates.



COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy Number: 01-0029-530

Named Insured:
FIRST RESPONDERS FOUNDATION

Agent Information:
NORTH RISK PARTNERS LLC
Agent Number: 22BRN

Policy Period:
11/01/2021 to 11/01/2022

At 12:01 A.M. Standard Time at the mailing address shown in the Common Policy Declarations.

TOTAL COMMERCIAL GENERAL LIABILITY PREMIUM

Coverage Part Premium:	\$	2,573.00
Other Premium: Expense Constant	\$	100.00
Total Commercial General Liability Premium:	\$	2,673.00

The Classifications and Premium may be subject to change by audit.

LOCATION OF PREMISES

<u>Location Number</u>	<u>Address</u>
001	10605 Burt Cir, Omaha, NE 68114-2059

LIMITS OF INSURANCE

General Aggregate Limit - Other Than Products - Completed Operations	\$	3,000,000
Products - Completed Operations Aggregate Limit	\$	3,000,000
Personal And Advertising Injury Limit - Any One Person Or Organization	\$	1,000,000
Each Occurrence Limit	\$	1,000,000
Damage To Premises Rented To You Limit - Any One Premises	\$	300,000
Medical Expense Limit - Any One Person	\$	10,000

MEMORANDUM

TO: Mayor and Council of the City of Lincoln
FROM: Peggy Bateman, City Clerk
MEETING
DATE: June 14, 2022
RE: Authorized Real Estate Went Out for Bid – 227 N. Kickapoo

Background: On April 4, 2022 the Council approved Ordinance No. 2022-973 authorizing Real Estate to go out for bid. The ad below was listed in the Lincoln Courier on May 23, 2022, May 31, 2022 and June 6, 2022.

The City of Lincoln will be accepting sealed bids for sale of city owned property. Lot Eleven and Twenty-five feet of even width off of the full Southwest side of Lot Twelve in Block Five in the Original Town, now City of Lincoln, Illinois; and a strip of land of the even width of fifteen (15) feet off of the full Northeast side of Lot 12; and Lots 13, 14, 15, and 16, all in Block Five (5) in the Original Town, not City of Lincoln, County of Logan and State of Illinois. Both parcels were combined into one parcel with the Tax I.D. number as follows: 08-210-044-00 this property is otherwise known as 227 N. Kickapoo Street. Acceptance of bid will include a permanent easement to the City of Lincoln for use of existing drop boxes located on property, an agreement to keep the parking lot in good condition so vehicles can access those drop boxes, a minimum bid of at least \$25,000.00 and a stipulation indicating that the garage on property must be demolished or rehabilitated within two years of the sale; and there will be no warranties of the condition of the structure located on property and the property will be sold "AS IS". All bids must be turned into City Hall, 700 Broadway Street, Lincoln, Illinois no later than 4:00 PM on Tuesday, June 14, 2022.

City Council Recommendation: Preferred bid to be approved on Regular City Council Meeting June 21, 2022.

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Walt Landers, Street Superintendent

MEETING

DATE: June 14, 2022

RE: Agreement for Professional Services with Farnsworth Group for 2022 Resurfacing

Background

This Agreement for Professional Services in regard to City of Lincoln Resurfacing Projects for the upcoming season. Farnsworth Group has provided these services to the city for the last 7 years. Covered under this year's agreement is the 2022 Scarification/Oil and Chip project.

Analysis/Discussion

The services provided in this agreement include.

- Construction Document Preparation
- Bidding Services and contract Administration
- Construction Engineering, material testing and material documentation

Fiscal Impact

Capital Projects Fund: Street & Alleys Engineering 60-3600-7855 for \$66,000.00.

Council Recommendation:

Approve Agreement for Professional Services with Farnsworth Group for engineering services in an amount not to exceed \$66,000.00.



**AGREEMENT FOR PROFESSIONAL SERVICES
LUMP SUM**

This Agreement is effective this 20th day of June in the year 2022, between Farnsworth Group, Inc., hereinafter referred to as FARNSWORTH GROUP, of Peoria, IL, and City of Lincoln, IL, hereinafter referred to as CLIENT, of Lincoln.

By signing this Agreement, CLIENT retains FARNSWORTH GROUP to provide professional services in connection with "2022 Street Maintenance Project", hereinafter referred to as PROJECT.

By this Agreement:

The scope of FARNSWORTH GROUP's services on the PROJECT is as follows:

See attached scope of services.

The estimated schedule for FARNSWORTH GROUP's services on the PROJECT is as follows:

Work to be completed by December 3, 2022

CLIENT agrees to compensate FARNSWORTH GROUP for providing the above services on the basis of a Lump Sum fee, plus expenses incurred if not included in the Lump Sum fee (such expenses will be charged in accordance with the Schedule of Charges annually adopted by FARNSWORTH GROUP).

Street Resurfacing Projects - \$600,000 Estimated Construction x 11% Design and Construction Engineering in accordance with IDOT MFT Group IV Items = \$66,000

The total Lump Sum fee for FARNSWORTH GROUP's services plus estimated expenses on the PROJECT is \$66,000.

The attached current Schedule of Charges is incorporated into and made a part of this Agreement.

The attached General Conditions are incorporated into and made a part of this Agreement.

CLIENT and FARNSWORTH GROUP hereby agree to and accept the terms and conditions stated above, including those stated in the attached General Conditions.

Farnsworth Group, Inc.
FARNSWORTH GROUP

City of Lincoln, IL
CLIENT

Signature

Signature

Joe Adams
Typed Name

Typed Name

Senior Engineering Manager
Title

Title

6/20/22
Date

Date

Witness Signature (if required)

Witness Signature (if required)

Typed Name

Typed Name

Title

Title

Date

Date

Joe Adams
Principal Contact Typed Name

Walt Landers
Principal Contact Typed Name

jadams@f-w.com; (309) 689-9888
Contact Information (e-mail, phone, etc.)

wlanders@lincolnil.gov
Contact Information (e-mail, phone, etc.)

APPENDIX A

SCOPE OF SERVICES – June 20, 2022

City of Lincoln, IL

2022 Street Maintenance Projects – Design and Construction Engineering Services

Scope of Services listed below are for Design and Construction Engineering Services consisting of Assistance in determining street improvement targets, preparation of project bidding documents, bidding and contract administration, and construction observation as indicated below for up to two (2) separate street projects within the City of Lincoln. One project is anticipated to consist of oil and chip and scarification operations and a second potential project may include hot-mix asphalt mill and overlay locations. This Scope assumes the project is locally funded and that MFT, State, or Federal Material Documentation and Full Time Observation is not required.

1. Construction Document Preparation

- a. Perform two (2) site visits with City to review design assumptions
- b. Prepare bidding document packet in general accordance with Illinois Department of Transportation Local Roads Policies for Motor Fuel Tax funded contract projects.
Documents to include:
 - i. Proposal Form with Schedule of Prices and associated front end contract documents
 - ii. Project Special Provisions
 - iii. Supplemental Specifications, Recurring Special Provisions, and Bureau of Design and Environment Special Provisions
 - iv. State Standard Details
 - v. Summary of Quantities Sheets
 - vi. Project map including limits and types of improvements

2. Bidding Services and Contract Administration

- a. Submit the Notice to Bidders to local contractors through the statewide Local Roads Contractor's Bulletin
- b. Attend the Bid Opening, evaluate the bids and make a recommendation for award.
- c. Coordinate with the Contractor for execution of the Contract and Contract Bond upon approval of the City.

3. Construction Engineering, Material Testing and Material Documentation

- a. Provide for part-time Construction Engineering, Material Testing and Material Documentation for the subject project. It is assumed that IDOT approved aggregates, concrete mixtures and bituminous mixtures will be used.
- b. Attend Preconstruction Meeting and prepare Meeting Minutes.
- c. Provide part-time observation of the work and the contractor's operations for general compliance with the plans and specifications as construction proceeds, but the Engineer does not guarantee the performance of the contract by the Contractor.
- d. Maintain a record of the contractor's activities during construction, while we are on site, including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work
- e. Supervision of technicians, proportioning engineers, and other engineering technical personnel and the taking and submitting of material samples
- f. Prepare up to two (2) Pay Request and one (1) Change Order form for each project.
- g. Prepare Punch List and confirm Punch List items were addressed prior to Final Acceptance.

- h. This Scope of Services is based on part-time on-site Construction Engineering time frame for our Bidding and Construction Field services from May 2022 through November, 2022. Should the Contractor not meet the completion date due to weather or any other issues, additional compensation for continued Construction Engineering Services shall be made to the Engineer at that time should the City request additional Engineering services beyond the November 30, 2022 date, except as indicated herein

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

- Any funding sources other than local City funds
- Aggregate Testing at the Quarry (Assumed to be completed by IDOT Materials as part of their Approved Source process)
- Concrete Plant Testing Services
- Bituminous Plant Testing Services
- Property Owner Meetings or Coordination
- Meetings with City Staff or City Council other than those referenced above
- Full time Construction Engineering Services
- Construction Layout or staking services
- Proposed ROW or Easement staking

The work listed above will be completed on a time and material basis or under a separate contract addendum, if requested at a later date by the Client.



Schedule of Charges - January 1, 2022

Engineering / Surveying Professional Staff	Per Hour
Administrative Support.....	\$ 80.00
Engineering Associate I / Cx Specialist I.....	\$ 123.00
Engineering Associate II / Cx Specialist II.....	\$ 137.00
Engineer / Land Surveyor / Senior Cx Specialist.....	\$ 145.00
Senior Engineer / Senior Land Surveyor / Cx Project Manager.....	\$ 153.00
Project Engineer / Project Land Surveyor / Senior Cx Project Manager.....	\$ 165.00
Senior Project Engineer / Senior Project Land Surveyor / Cx Manager.....	\$ 185.00
Engineering Manager / Land Surveying Manager / Senior Cx Manager / Senior Process Designer III.....	\$ 210.00
Senior Engineering Manager / Senior Land Surveying Manager / Senior Cx Director.....	\$ 225.00
Principal / Vice President.....	\$ 245.00
Technical Staff	
Technician I.....	\$ 82.00
Technician II.....	\$ 105.00
Senior Technician / Cx Technician.....	\$ 115.00
Chief Technician.....	\$ 133.00
Designer / Computer Specialist / Lead Technician.....	\$ 145.00
Senior Designer / Process Designer I.....	\$ 150.00
Process Designer II.....	\$ 155.00
Project Designer / Project Technician / Process Designer III.....	\$ 165.00
Senior Project Designer / Systems Integration Manager.....	\$ 180.00
Design Manager / Program Manager.....	\$ 190.00
Technical Manager.....	\$ 200.00
Senior Technical Manager.....	\$ 220.00
Architecture / Landscape Architecture / Interior Design Professional Staff	
Designer I.....	\$ 111.00
Senior Interior Designer / Designer II.....	\$ 121.00
Architect / Designer III / Project Coordinator.....	\$ 137.00
Senior Architect / Senior Project Coordinator.....	\$ 147.00
Project Architect / Project Manager.....	\$ 158.00
Senior Project Architect / Senior Project Manager.....	\$ 175.00
Architectural Manager.....	\$ 188.00
Senior Architectural Manager.....	\$ 205.00
Architecture Principal.....	\$ 225.00
Principal / Vice President.....	\$ 245.00
Units	
Overtime, If Required by Client – Non-Exempt Employees.....	Only 1.25x billing rate
Expert Testimony.....	2x billing rate
Per diem.....	\$59.00 / day
ATV & Trailer.....	\$11.00 / hr
Field Vehicle.....	\$15.00 / hr
Automobile mileage.....	\$0.59 / mile
Software / CAD / Revit Station.....	\$15.00 / hr
Hand Held GPS.....	\$11.00 / hr
GPS Unit (each).....	\$22.00 / hr
Environmental GPS Data Collector.....	\$75.00 / day
Utility Locator / Robotic Total Station.....	\$26.00 / hr
Stationary Scanner (low res) High Def Scanner / UAV.....	\$300.00 / day \$500.00 / day
Subconsultants & Other Reimbursable Expenses Related to Project*.....	Cost+ 10%

*Includes the actual cost of prints / copies, supplies, travel charges, testing services, conferencing services, and other costs directly incidental to the performance of the above services.

CHARGES EFFECTIVE UNTIL JANUARY 1, 2023 UNLESS OTHERWISE NOTIFIED
Last Updated: December 28th, 2021

Date: June 20, 2022
Client: City of Lincoln, IL
Project: 2022 Street Maintenance Projects

Standard of Care: Services performed by Farnsworth Group under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee, is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

Entire Agreement: These General Conditions and the signed document to which they are attached constitute the entire Agreement between Client and Farnsworth Group and are referred to hereinafter collectively as the "Agreement". The Agreement supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of the Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of the Agreement, including any Section Headings or Captions.

Precedence: All purchases of Services are expressly limited to and conditioned upon acceptance of this Agreement. The Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding Farnsworth Group's services. Any additional or conflicting terms or conditions contained in any purchase order, statement of work, or other document issued by Client will not be binding upon Farnsworth Group and are expressly rejected by Farnsworth Group.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the signed document attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by Farnsworth Group, they shall be based upon the hourly fee schedule annually adopted by Farnsworth Group, as more fully set forth in a Schedule of Charges attached hereto and by reference made a part hereof. Farnsworth Group. Such fees in the initial year of the Agreement shall be those represented by said Schedule of Charges, and these fees will annually change at the beginning of each calendar year after the date of the Agreement.

Opinions of Cost: Farnsworth Group's opinions of probable Project cost or construction cost for the Project will be based solely upon its own experience with construction. Since Farnsworth Group has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, Farnsworth Group cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If Client wishes greater assurance as to the construction cost, Client should employ an independent cost estimator.

Invoices: Client will pay Farnsworth Group the fees set forth in the Agreement (the "Fees"). Charges for services will be billed at least as frequently as monthly, and at the completion of Project. Client shall compensate Farnsworth Group for any sales or value added taxes which apply to the services rendered under the Agreement or any amendment thereto. Client shall reimburse Farnsworth Group for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by Client unless agreed to in writing by Farnsworth Group. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Amounts outstanding more than thirty (30) days will accrue interest at the rate of 1.5% per month (compounded), or if lower, the maximum rate permitted by applicable law. Should a past due amount exceed sixty (60) days, Farnsworth Group shall have the right to suspend all Services, without liability of any kind to Client, until full payment is received. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount

will be paid by Client to Farnsworth Group per Farnsworth Group's then current Schedule of Charges. Client will reimburse Farnsworth Group at the rate of cost plus 10% for reasonable meals and travel expenses incurred in connection with travel requested by Client outside the metropolitan area in which the individual employee or contractor of Farnsworth Group normally works.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with the Agreement, and said party shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using information (i) when the information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when the information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) is required by law or court order to be disclosed.

Compliance with Law: In the performance of services to be provided hereunder, Farnsworth Group and Client agree to comply with applicable federal, state, and local laws and ordinances and applicable lawful governmental or quasi-governmental order, rules, and regulations.

Modification to the Agreement: Client or Farnsworth Group may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of Farnsworth Group's compensation, to which Client and Farnsworth Group mutually agree shall be incorporated in the Agreement by a written amendment to the Agreement.

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

If to Client:
City of Lincoln
Attn: Mr. Walt Landers
313 Limit Street
Lincoln, IL 62656
E-mail: wlanders@lincolnil.gov

If to Farnsworth Group:
Farnsworth Group, Inc.
Attn: Mr. Joe Adams
100 Walnut St., Suite 200
Peoria, IL 61602
E-mail: jadams@f-w.com

With a copy (which will not constitute notice) to:
Farnsworth Group, Inc.
Attn: Chris Payne
5613 DTC Parkway, Suite 1100
Greenwood Village, CO 80111
E-mail: cpayne@F-W.com

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

Force Majeure: Obligations of either party under the Agreement, other than payment obligations, shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Assignment: Client shall not transfer or assign any rights under or interest in the Agreement, without the written consent of Farnsworth Group.

Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for the Project or following completion of the Project, Client and Farnsworth Group agree that all disputes shall first be negotiated between senior officers of Client and Farnsworth Group for up to thirty (30) days before being submitted to mediation. In the event negotiation and mediation are not successful, either Client or Farnsworth Group may seek a resolution in any state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

Timeliness of Performance: Farnsworth Group will begin work under the Agreement upon receipt of a fully executed copy of the Agreement. Client and Farnsworth Group are aware that many factors outside Farnsworth Group's control may affect its ability to complete the services to be provided under the Agreement. Farnsworth Group will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Suspension: Client or Farnsworth Group may suspend all or a portion of the work under the Agreement by notifying the other party in writing if unforeseen circumstances beyond control of Client or Farnsworth Group make normal progress of the work impossible. Farnsworth Group may suspend work in the event Client does not pay invoices when due, and Farnsworth Group shall have no liability whatsoever to Client, and Client agrees to make no claim for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds ninety (90) days, Farnsworth Group shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

Termination: If either party defaults in performing any of the terms or provisions of the Agreement, and continues in default for a period of fifteen (15) days after written notice thereof, the party not in default shall have the right to immediately terminate the Agreement. The non-defaulting party shall be entitled to all remedies under Illinois law at the time of breach, including, without limitation, the right to recover as an element of its damages, reasonable attorney's fees and court costs.

Reuse of Documents: All documents including reports, drawings, specifications, and electronic media prepared by Farnsworth Group and/or any subconsultant pursuant to the Agreement are instruments of its services for use solely with respect to this Project. Farnsworth Group and/or any subconsultant shall be deemed the authors and owners of their respective instruments of service and shall

retain all common law, statutory and other reserved rights, including copyrights. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without specific written verification or adaptation by Farnsworth Group will be at Client's sole risk, and without liability to Farnsworth Group, and Client shall indemnify and hold harmless Farnsworth Group or any subconsultant from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Farnsworth Group to further compensation at rates to be agreed upon by Client and Farnsworth Group.

Subcontracting: Farnsworth Group shall have the right to subcontract any part of the services and duties hereunder without the consent of Client.

Third Party Beneficiaries: Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Farnsworth Group, except as expressly provided herein. Farnsworth Group's services under the Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Farnsworth Group because of the Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document prepared hereunder. Neither Farnsworth Group nor Client shall have any obligation to indemnify each other from third party claims, except as expressly provided herein. Client and Farnsworth Group agree to require a similar provision in all contracts with construction contractors and subconsultants, vendors, and other entities involved in the Project to carry out the intent of this provision.

Right of Entry: Client shall provide for Farnsworth Group's and/or any subconsultant's right to enter property owned by Client and/or others in order for Farnsworth Group and/or any subconsultant to fulfill the scope of services for this Project. Client understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of the Agreement unless explicitly so provided.

Recognition of Risk: Client acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at Client's site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. Farnsworth Group's and/or any subconsultant's application of its present judgment will be subject to factors outlined in (1) and (2) above. Client waives any claim against Farnsworth Group and/or any subconsultant, and agrees to indemnify and hold Farnsworth Group and/or any subconsultant harmless from any claim or liability for injury or loss which may arise as a result of alleged contamination caused by any site exploration. Client further agrees to compensate Farnsworth Group and/or any subconsultant for any time spent or expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy.

Authority and Responsibility: Client agrees that Farnsworth Group and any subconsultant shall not guarantee the work of any construction contractor or construction subconsultant, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

Electronic Files Transfer.

(a) Farnsworth Group may prepare electronic files which contain machine-readable information or certain information for a project ("Project Files"). Client may request Project Files to facilitate Client's understanding of the project. The Parties recognize that the Project Files are subject to alteration, either intentionally or unintentionally, due to, among other causes, transmission, conversion, media degradation, software error or human error. The Parties further understand that the transfer of Project Files from the system and format used by Farnsworth Group to an alternate system or format cannot be accomplished without the introduction of anomalies and/or errors.

(b) Upon request, Farnsworth Group will supply Project Files to Client upon the express terms and conditions set forth herein:

(i) The Project Files may not be used for any purpose not related specifically to the Client's project. Use of these files for development of other projects; additions to the project, or duplication of the project at any location is expressly prohibited.

(ii) The Project Files are provided for information purposes only and are not intended as an end product. The Project Files may be a work in process, and Farnsworth Group is under no obligation to provide Client with any updated version(s) of the Project Files.

(iii) Client acknowledges and understands that the Project Files may not reflect all data contained in the contract documents, addenda, or other pertinent contract-related documents. Client acknowledges and understands that the Project Files may contain data which is not included in the contract documents.

(c) **BIM Digital Files.** With regard to the transfer of Building Information Model (BIM) digital files, both Parties agree as follows:

(i) Farnsworth Group will provide only those BIM files created for Client's project. There is no representation the BIM files are comprehensive or comprise a complete model of the building.

(ii) The level of development of the model will be defined consistent with AIA Document G202-2013, as agreed by the parties. After reviewing and verifying the accuracy of the information contained within Farnsworth Group's BIM files, Client is authorized to develop its own model to a higher level of development for its own uses, but, in doing so, expressly agrees to assume all risks associated therewith.

Utilities: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. Client agrees to waive any claim against Farnsworth Group and/or any subconsultant, and to indemnify and hold harmless from any claim or liability for injury or loss arising from Farnsworth Group and/or any subconsultant or other persons encountering utilities or other man-made objects that were not called to Farnsworth Group's attention or which were not properly located on documents furnished to Farnsworth Group. Client further agrees to compensate Farnsworth Group and/or any subconsultant for any time spent or expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of any type (soil, rock, water, manufactured materials, biological, etc.) will be discarded sixty (60) days after submittal of Project deliverables. Upon Client's authorization, samples will be either delivered in accordance with Client's instructions or stored for an agreed charge.

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. Client and Farnsworth Group and/or any subconsultant agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. Client and Farnsworth Group and/or any subconsultant also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for Farnsworth Group and/or any subconsultant to take immediate measures to protect human health and safety, and/or the environment. Farnsworth Group and/or any subconsultant agree to notify Client as soon as possible if unanticipated known or suspected hazardous substances or pollutants are encountered. Client encourages Farnsworth Group and/or any subconsultant to take any and all measures that in Farnsworth Group's and/or any subconsultant's professional opinion are justified to preserve and protect the health and safety of Farnsworth Group's and/or any subconsultant's personnel and the public, and/or the environment, and Client agrees to compensate Farnsworth Group and/or any subconsultant for the additional cost of such measures. In addition, Client waives any claim against Farnsworth Group and/or any subconsultant, and agrees to indemnify and hold Farnsworth Group and/or any subconsultant harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous

substances or pollutants. Client also agrees to compensate Farnsworth Group and/or any subconsultant for any time spent and expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, with such compensation to be based upon Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy. Further, Client recognizes that Farnsworth Group and/or any subconsultant has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will Farnsworth Group and/or any subconsultant act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

Job Site: Client agrees that services performed by Farnsworth Group and/or any subconsultant during construction will be limited to providing observation of the progress of the work and to address questions by Client's representative concerning conformance with the Contract Documents. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the construction contractor's or construction subconsultant's performance. Farnsworth Group and/or any subconsultant will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs. Farnsworth Group and/or any subconsultant will not be responsible for construction contractor's or construction subconsultant's obligation to carry out the work according to the Contract Documents. Farnsworth Group and/or any subconsultant will not be considered an agent of Client and will not have authority to direct construction contractor's or construction subconsultant's work or to stop work.

Shop Drawing Review: Client agrees that Farnsworth Group and/or any subconsultant shall review shop drawings and/or submittals solely for their general conformance with Farnsworth Group's and/or any subconsultant's design concept and general conformance with information given in the Contract Documents. Farnsworth Group and/or any subconsultant shall not be responsible for any aspects of a shop drawing and/or submittal that affect or are affected by the means, methods, techniques, sequences, and procedures of construction, safety precautions and programs incidental thereto, all of which are the construction contractor's or construction subconsultant's responsibility. The construction contractor or construction subconsultant will be responsible for dimensions, lengths, elevations and quantities, which are to be confirmed and correlated at the jobsite, and for coordination of the work with that of all other trades. Client represents that the construction contractor and construction subconsultant shall be made aware by Client of the responsibility to review shop drawings and/or submittals and approve them in these respects before submitting them to Farnsworth Group and/or any subconsultant.

LEED Certification and Energy Models: Client agrees that Farnsworth Group and/or any subconsultant do not guarantee the LEED certification of any facility for which Farnsworth Group and/or any subconsultant provides commissioning, LEED consulting or energy modeling services. The techniques and specific requirements for energy models used to meet LEED criteria have limitations that result in energy usage predictions that may differ from actual energy usage. Farnsworth Group and/or any subconsultant will endeavor to model energy usage very closely to actual usage, but Client agrees that Farnsworth Group and/or any subconsultant will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. LEED certification and the number of LEED points awarded for energy efficiency are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Environmental Site Assessments: No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental Conditions in connection with a Subject Property. Performance of an Environmental Site Assessment is intended to reduce, but not eliminate, uncertainty regarding potential for Recognized Environmental Conditions in connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will be obtained and reviewed from outside sources, potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group is not responsible for the quality, accuracy, and content of information from these sources. Any non-scope items provided in the Phase I Environmental Site Assessment Report are provided at the discretion of the environmental professional for the benefit of Client. Inclusion of any non-scope finding(s) does not imply a review of any other non-scope items with the Environmental Site Assessment investigation or report. The Environmental Site

Assessment report is prepared for the sole and exclusive use of Client. Farnsworth Group does not intend, without its written consent, for the Phase 1 Environmental Site Assessment Report to be disseminated to anyone beside Client, or to be used or relied upon by anyone beside Client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.

Consequential Damages: Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, neither Client nor Farnsworth Group, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to the Project or Services performed under this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both Client and Farnsworth Group shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in Project.

Personal Liability: It is intended by the parties to the Agreement that Farnsworth Group's services in connection with the Project shall not subject Farnsworth Group's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against "Farnsworth Group, Inc., an Illinois corporation," and not against any of Farnsworth Group's individual employees, officers or directors.

General Insurance and Limitation: Farnsworth Group is covered by commercial general liability insurance, automobile liability insurance and workers compensation insurance with limits which Farnsworth Group considers reasonable. Certificates of all insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Farnsworth Group agrees to indemnify and hold Client harmless from any loss, damage or liability arising directly from any negligent act by Farnsworth Group. Farnsworth Group shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Farnsworth Group shall not be responsible for any loss, damage or liability arising from any act by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which Farnsworth Group has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Farnsworth Group has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

Professional Liability Insurance and Limitation: Farnsworth Group is covered by professional liability insurance for its professional acts, errors and omissions, with limits which Farnsworth Group considers reasonable. Certificates of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Farnsworth Group agrees to indemnify and hold Client harmless from loss, damage or liability arising from errors or omissions by Farnsworth Group that exceed the industry standard of care for the services provided. Farnsworth Group shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Farnsworth Group shall not be responsible for any loss, damage or liability arising from any act, error or omission by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which Farnsworth Group has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Farnsworth Group has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

ADDITIONAL LIMITATION: IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND FARNSWORTH GROUP, THE RISKS HAVE BEEN ALLOCATED SUCH THAT CLIENT AGREES THAT FOR THE COMPENSATION HEREIN PROVIDED, FARNSWORTH GROUP CANNOT EXPOSE ITSELF TO DAMAGES DISPROPORTIONATE TO THE NATURE AND SCOPE OF FARNSWORTH GROUP'S SERVICES OR THE COMPENSATION PAYABLE TO IT HEREUNDER. THEREFORE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF FARNSWORTH GROUP TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACTS, ERRORS OR

OMISSIONS OF FARNSWORTH GROUP IN PERFORMING PROFESSIONAL SERVICES SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES PAID TO FARNSWORTH GROUP BY CLIENT UNDER THE AGREEMENT, WHICHEVER IS GREATER ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST FARNSWORTH GROUP, OTHER THAN THOSE DESCRIBED IN THE PREVIOUS SENTENCE, AND (II) ANY LIABILITY OF FARNSWORTH GROUP IN EXCESS OF THE LIMITATION. IN CONSIDERATION OF THE PROMISES CONTAINED HEREIN AND FOR OTHER SEPARATE, VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, CLIENT ACKNOWLEDGES AND AGREES THAT (I) BUT FOR THE LIMITATION, FARNSWORTH GROUP WOULD NOT HAVE PERFORMED THE SERVICES, (II) CLIENT HAS HAD THE OPPORTUNITY TO NEGOTIATE THE TERMS OF THE LIMITATION AS PART OF AN "ARMS-LENGTH" TRANSACTION, (III) THE LIMITATION AMOUNT MAY BE LESS THAN THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE REQUIRED OF FARNSWORTH GROUP UNDER THE AGREEMENT, (IV) THE LIMITATION IS MERELY A LIMITATION OF, AND NOT AN EXCULPATION FROM, FARNSWORTH GROUP'S LIABILITY AND DOES NOT IN ANY WAY OBLIGATE CLIENT TO DEFEND, INDEMNIFY OR HOLD HARMLESS FARNSWORTH GROUP, (V) THE LIMITATION IS AN AGREED REMEDY, AND (VI) THE LIMITATION AMOUNT IS NEITHER NOMINAL NOR A DISINCENTIVE TO FARNSWORTH GROUP PERFORMING THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE.

Subpoenas: Client is responsible, after notification, for payment of time charges and expenses resulting from the required response by Farnsworth Group and/or any subconsultant to subpoenas issued by any party other than Farnsworth Group and/or any subconsultant in conjunction with the services performed under the Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Statutes of Repose and Limitation: All legal causes of action between the parties to the Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose of limitation begin to run any later than the date Farnsworth Group's services are completed or terminated.

Severability: If any term or provision of the Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of the Agreement shall remain in full force and effect.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to the Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

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

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Walt Landers, Street Superintendent

MEETING

DATE: June 14, 2022

RE: 2022 Scarification/Oil & Chip Resurfacing Targets

Background

Each year the Lincoln Street Department organizes a Roadway Resurfacing Project to help improve and maintain city streets. These projects also enhance safety and provide a better experience for citizens and visitors as they travel through our city.

The streets targeted for resurfacing are chosen using Paver Pavement Management System, roadway inspections by Street Department staff and we also take into consideration any concerns reported by citizens.

The 2022 project proposed targets consist of approximately 3.5 miles of roadway.

- Scarification/A/2 – 2 miles
- Oil & Chip/A1 – 1.5 miles

Analysis/Discussion

The initial calculation provided for this project is \$675,000.00. This is over the amount set in the 2022 budget. I recommend that we move forward with these targets and utilize funds provided by Illinois American Water for resurfacing. These reimbursements for resurfacing where regarding water main replacement projects. Two of these areas are included in this project and a third has already been resurfaced. I recommend using up to \$100,000.00, for the 2022 project

Fiscal Impact

\$600,000.00, from the Capitol Projects Fund 60-3600-7827, and an additional \$102,200.00, from the IAW reimbursements.

Council Recommendation:

Approve project targets and additional funds

Illinois American Water Main Replacement Resurfacing Reimbursements

<u>Date</u>	<u>Location</u>	<u>Reimbursement</u>	<u>Status</u>
5/20/2020	3rd Street Main Project	\$31,150.00	Complete No Funds Used
1/13/2021	Jefferson Street	\$44,450.00	2022 Tardet
1/13/2021	19th Street	\$26,600.00	2022 Target
2/25/2022	Welch Street	\$15,281.00	Future Target
2/25/2022	Portland Place	\$14,868.00	Future Target
2/25/2022	Debruler Drive	\$18,060.00	Future Target
		\$150,409.00	

City of Lincoln - Oil and Chip Targets 2022

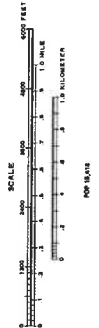
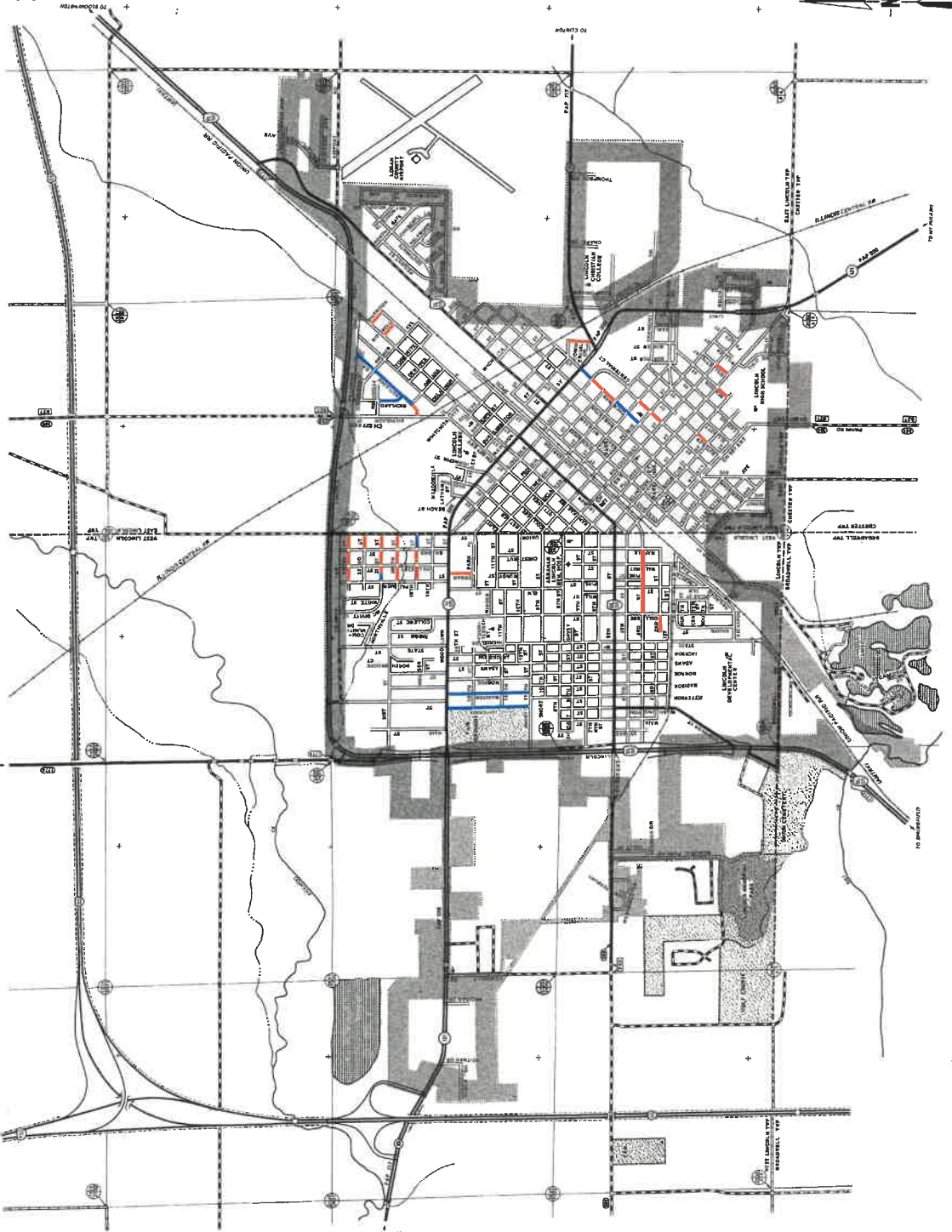
Street	From	To	Operation
Ward # 1			
Edger St	Woodlawn Rd.	Park Place	Scarif/A-2
19th St	Palmer	Oglesby	Scarif/A-2
	Oglesby	Grand	Scarif/A-2
	Grand	Union	A-1
20th St	Palmer	Oglesby	Scarif/A-2
	Oglesby	Grand	Scarif/A-2
	Grand	Union	Scarif/A-2
21st St	Palmer	Alley	A-1
	Alley	Oglesby	Scarif/A-2
	Oglesby	Grand	Scarif/A-2
	Grand	Union	Scarif/A-2
22nd St	Grand	Union	Scarif/A-2
23rd St	Palmer	Oglesby	Scarif/A-2
	Oglesby	Grand	Scarif/A-2
	Grand	Union	Scarif/A-2
Ward # 2			
2nd St	S College	terminus	Scarif/A-2
3rd St	S College	Maple	Scarif/A-2
N Jefferson	Short 11th	13th	A-1
	13th	15th	A-1
	15th	Woodlawn	A-1
N Madison	Short 11th	13th	A-1
	13th	15th	A-1
	15th	Woodlawn	A-1
Ward # 3			
S Gillett St.	Pulaski	Broadway	Scarif/A-2
S Beason	Clinton	Pulaski	Scarif/A-2
S Butler	Decatur	Clinton	Scarif/A-2
N Sheridan	Broadway	Pekin	Scarif/A-2
	Pekin	Delavan	Scarif/A-2
Ward # 4			
Rutledge Ave	Nicholson Rd	Omaha	Scarif/A-2
	Omaha	Richland	A/1
	Richland	Ophir	A-1
	Ophir Ave	Feldman	A-1
Richland Ave	Rutledge	Rochelle	A-1
Sherman	Pekin	Delavan	A-1
	Delavan	Tremont	A-1
	Tremont	Peoria	Scarif/A-2
	Peoria	Lincoln Ave	Scarif/A-2
	Lincoln Ave	Keokuk	A-1
Comercial Dr	Burlington	Keokuk/STR 10	Scarif/A-2
Bidwell	Logan	Kankakee	Scarif/A-2
Harrison	Logan	Kankakee	Scarif/A-2

GENERAL HIGHWAY MAP

CITY OF LINCOLN

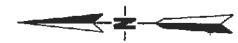
LOGAN COUNTY ILLINOIS

PREPARED BY THE
 DEPARTMENT OF TRANSPORTATION
 OFFICE OF PLANNING AND PROGRAMS
 U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL HIGHWAY ADMINISTRATION



- #### LEGEND
- CLASSIFICATION OF ROADS AND STREETS**
- MARKED ROUTE U.S. AND INTERSTATE
 - STATE ROUTE
 - ROAD WITH CONTROL OF ACCESS
 - ROAD WITH UNCONTROLLED ACCESS
 - PAVED ROAD
 - UNPAVED ROAD
 - UNIMPROVED HIGH TYPE
 - UNIMPROVED LOW TYPE
 - GRAVEL OR STONE
 - SOIL SURFACE
 - UNIMPROVED ROAD
 - UNIMPROVED RURAL ROAD, MUNICIPAL STREETS
 - PLANTED MUNICIPAL STREETS
 - FEDERAL AID PRIMARY ROUTE
 - FEDERAL AID SECONDARY
 - CONTRACT ROAD
- CITIES AND VILLAGES**
- COUNTY SEAT
 - OTHER
 - STRUCTURES, NAVIGATION AND DRAINAGE
 - RAILROAD CROSSING
 - RAILROAD BRIDGE OVER 20 FT. CLEAR SPAN
 - RAILROAD BRIDGE UNDER 20 FT. CLEAR SPAN
 - RAILROAD TUNNEL
 - RAILROAD TOLL FERRY
 - RAILROAD TOLL FERRY
 - RAILROAD TOLL FERRY
 - DAM WITH LOCK
 - DAM
 - DAMAGED DITCH OR DRENCHED STREAM
 - CAUL
- BOUNDARY LINES AND SCREENS**
- CIVIL TOWNSHIP OR ROAD DISTRICT
 - FOREST PRESERVE, PARK AREA OR GUNNERY
 - MILITARY RESERVATION
- AIRPORTS**
- SCHEDULED SERVICE
 - MILITARY
 - OTHER
 - REPLACEMENT
- CULTURAL FEATURES**
- STATE CAPITAL
 - SCHOOL
 - COURT HOUSE
 - TOLL PLAZA
 - RAILROAD STATION

ORIGINAL DATE	REVISED DATE
1957	



MAP NOT DRAWN BASED ON ILLINOIS
 STATE PLANS COMPILED BY THE STATE

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Walt Landers, Street Superintendent

MEETING

DATE: June 14, 2022

RE: 2022/2023 Draft Motor Fuel Tax Maintenance Program Resolution

Background

Each year the City must provide a budget and design guidelines to the Illinois Department of Transportation (IDOT) for its expenditures using Motor Fuel Tax (MFT) proceeds, the use of MFT funds are limited to the engineering, labor, maintenance, material and construction of roadways, sidewalks, and curb and gutters. Expenses which are limited in the resolution must take place within the City's current fiscal year. In order to be reimbursed for the use of these funds, IDOT must approve the planned expenditures

Analysis/Discussion

In the 2022, program, the City is scheduled to have appropriated an amount of \$698,835.00, of MFT funds for the purpose of maintaining streets, sidewalks, curb and gutter and other related expenses. As mentioned before the program expenses will run from May 1, 2022, to April 30, 2023. An itemized listing of expenses is included along with this memo.

Fiscal Impact

The expenses planned for the 2022/2023, MFT Maintenance program are included in the MFT Budget.

Council Recommendation:

Adopt the 2022/2023 MFT Maintenance Program Resolution as presented.



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
	Original	22-00000-00-GM and 22-00000-01-GM

BE IT RESOLVED, by the Council of the City of Lincoln Illinois that there is hereby appropriated the sum of Six hundred seventy-five thousand and 00/100 Dollars (\$675,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/22 to 04/30/23.

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Lincoln shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, City Clerk in and for said City of Lincoln in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council of Lincoln at a meeting held on 06/20/22.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 20th day of May, 2022.

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Date



Estimate of Maintenance Costs

Submittal Type

Maintenance Period

Local Public Agency	County	Section Number	Beginning	Ending
City of Lincoln	Logan	22-00000-00-GM	05/01/22	04/30/23

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
1. Spot Patching	IIA	No	Bituminous Cold Mix	Ton	180	\$110.00	\$19,800.00	
	IIA	No	Bituminous Hot Mix	Ton	200	\$125.00	\$25,000.00	
	IIA	No	Labor	Hr	1,250	\$32.00	\$40,000.00	
	IIA	No	Equipment	Hr	1,150	\$30.00	\$34,500.00	\$119,300.00
2. Cleaning Inlets and Culverts	IIA	No	Labor	Hr	490	\$32.00	\$15,680.00	
	IIA	No	Equipment	Hr	490	\$30.00	\$14,700.00	\$30,380.00
3 Gutter Cleaning	IIA	No	Labor	Hr	1,500	\$32.00	\$48,000.00	
	IIA	No	Equipment	Hr	1,150	\$70.00	\$80,500.00	\$128,500.00
4. Snow and Ice Removal	IIA	No	Labor	Hr	850	\$32.00	\$27,200.00	
	IIA	No	Equipment	Hr	850	\$30.00	\$25,500.00	
	I	No	Salt	Ton	385	\$120.00	\$46,200.00	\$98,900.00
5. Traffic Signal/ Street Light Electrical Service	I	No	Electrical Energy	LSum	1	\$75,000.00	\$75,000.00	\$75,000.00
6. Curb and Gutter and Sidewalk Replacement	IIA	No	Labor	Hr	780	\$32.00	\$24,960.00	
	IIA	No	Equipment	Hr	500	\$30.00	\$15,000.00	
	IIA	No	Concrete	CY	200	\$125.00	\$25,000.00	\$64,960.00
7. Spray Patching	IIA	No	Bit. Matl. Spray Patch	Gal	5,200	\$4.00	\$20,800.00	
	IIA	No	Spray Patch Aggregate	Ton	400	\$25.00	\$10,000.00	\$30,800.00
8. Crack Filling	IIA	No	Labor	Hr	625	\$32.00	\$20,000.00	\$20,000.00
Total Operation Cost								\$567,840.00

Estimate of Maintenance Costs

Submittal Type

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
City of Lincoln	Logan	22-00000-00-GM	05/01/22	04/30/23

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor	\$175,840.00			\$175,840.00
Local Public Agency Equipment	\$170,200.00			\$170,200.00
Materials/Contracts(Non Bid Items)	\$221,800.00			\$221,800.00
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)				
Maintenance Total	\$567,840.00			\$567,840.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering	\$10,182.80			\$10,182.80
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total	\$10,182.80			\$10,182.80
Total Estimated Maintenance	\$578,022.80			\$578,022.80

Remarks

Operations #1-4, 6-8 performed by City Staff.

SUBMITTED

Local Public Agency Official	Date
<input type="text"/>	<input type="text"/>

Title

County Engineer/Superintendent of Highways	Date
<input type="text"/>	<input type="text"/>

APPROVED

Regional Engineer Department of Transportation	Date
<input type="text"/>	<input type="text"/>



Estimate of Maintenance Costs

Submittal Type **Original**

Maintenance Period

Local Public Agency	County	Section Number	Beginning	Ending
City of Lincoln	Logan	22-00000-01-GM	05/01/22	04/30/23

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
9. Sidewalk Replacement	IV	Yes	Contract	LSum	1	\$300,000.00	\$300,000.00	\$300,000.00
Total Operation Cost								\$300,000.00

Estimate of Maintenance Costs

Submittal Type

Local Public Agency	County	Section	Maintenance Period	
City of Lincoln	Logan	22-00000-01-GM	Beginning 05/01/22	Ending 04/30/23

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)				
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)			\$300,000.00	\$300,000.00
Maintenance Total			\$300,000.00	\$300,000.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering	\$15,000.00			\$15,000.00
Engineering Inspection	\$18,000.00			\$18,000.00
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total	\$33,000.00			\$33,000.00
Total Estimated Maintenance	\$33,000.00		\$300,000.00	\$333,000.00

Remarks

Operation #9 Construction to be paid with General Funds

SUBMITTED

Local Public Agency Official Date

Title

County Engineer/Superintendent of Highways Date

APPROVED

Regional Engineer
Department of Transportation Date



Local Public Agency City of Lincoln	County Logan	Section Number 22-00000-00-GM and 22-00000-01-GM
---	------------------------	---

The services to be performed by the consulting engineer, pertaining to the various items of work included in the estimated cost of the maintenance operations (BLR 14222), shall consist of the following:

PRELIMINARY ENGINEERING shall include:

Investigation of the condition of the streets or highways for determination (in consultation with the local highway authority) of the maintenance operations to be included in the maintenance program; preparation of the maintenance resolution (BLR 14220 for municipalities and counties), maintenance estimate of cost and, if applicable, proposal; attendance at meetings of the governing body as may reasonably be required; attendance at public letting; preparation of the contract, quotations, and/or acceptance (BLR 12330) form. Also, preparation of the maintenance expenditure statement which must be submitted to IDOT within 3 months of the end of the maintenance period.

ENGINEERING INSPECTION shall include:

Furnishing the engineering field inspection, including preparation of payment estimate for contract, material proposal and/or deliver and install proposal and/or checking material invoices of those maintenance operations requiring engineering field inspection. For operations requiring material testing ensure the testing is completed by a qualified firm.

For furnishing preliminary engineering, the engineer will be paid a base fee PLUS a negotiated fee percentage. Only one base fee can be charged per maintenance period. For furnishing engineering inspection, the engineer will be paid a negotiated fee percentage. The negotiated preliminary engineering fee percentage for each maintenance group shown in the "Schedule of Fees" shall be applied to the total estimated costs of that group. The negotiated fee for engineering inspection for each maintenance group shall be applied to the total final cost of that group for the times which required engineering inspections. In no case shall this be construed to include supervision of the contractor operations.

SCHEDULE OF FEES

Total of all Maintenance Operations:

<= \$20,000 Base Fee > \$20,000 Base Fee = \$1,250.00

Maintenance Engineering Category	Preliminary Engineering		Engineering Inspection		Operation(s) to be Inspected
	Maximum Fee %	Negotiated Fee %	Maximum Fee %	Negotiated Fee %	
I	NA	NA	NA	NA	NA
IIA	2%		1%		
IIB	3%		3%		
III	4%		4%		
IV	5%		6%		#9

The LPA certifies that the selection of the ENGINEER was performed in accordance with the Local Government Professional Service Selection Act 50 (ILCS 510/1-510/8) and procedures outlined in Chapter 5 of the DEPARTMENT's Bureau of Local Roads and Streets Manual.

BY:
Local Public Agency Signature Date

Title
Mayor

BY:
Consulting Engineer Signature Date

Title
Senior Engineering Manager

P.E. Seal Date

Approved:
Regional Engineer, IDOT Date



Equipment Rental Schedule



Local Public Agency

Lincoln

County

Logan

Section Number

22-00000-00-GM

I hereby request approval of the use of MFT funds to pay rental for the equipment listed below at the rates shown. The equipment is owned by City of Lincoln, and is to be used on the above named section.

Name of Entity

Rental Rates calculated using:

Schedule of Average Ownership Equipment Rental Expense Multiplier Used 1.633

Blue Book Custom Rate from IDOT (attach documentation)

Item of Equipment	Manufacturer	Model	Size	Year Built	Page No.	Current Rental Rate	Operator Rate	Total Cost	
#1 Pickup	Dodge	pu/gas	Half Ton	2019	51	\$15.35		\$15.35	-
#2 Dump	Ford		1 Ton/32,000	2018	52	\$44.06		\$44.06	-
#3 Dump	Ford		1 Ton/32,000	2014	52	\$44.06		\$44.06	-
#3 Plow	Flink	Rev.			40	\$15.51		\$15.51	-
#4 Dump	Ford		1 Ton/32,000	2014	52	\$44.06		\$44.06	-
#4 Plow	Flink	Rev.			40	\$15.51		\$15.51	-
#5 Flat Bed	Chevrolet	flat/gas	3/4 Ton/1500	2008	50	\$18.17		\$18.17	-
#5 Plow	Western	Rev.			40	\$15.51		\$15.51	-
#6 Pickup	Chevrolet	pu/gas	Half Ton		51	\$15.35		\$15.35	-
#7 Dump	International	dp/desi	7400/32,000	2008	52	\$44.06		\$44.06	-
#7 Plow	Flink	Rev.			40	\$15.51		\$15.51	-
#7 Spreader	Flink	PTO			43	\$9.63		\$9.63	-
#8 Dump	International	dp/desi	4900/32,000	2008	52	\$44.06		\$44.06	-
#8 Plow	Flink	Rev.			40	\$15.51		\$15.51	-
#10 Dump	International	dp/desi	4300/32,000	2010	52	\$44.06		\$44.06	-
#10 Plow	Henderson	Rev.			40	\$15.51		\$15.51	-
#10 Spreader	Henderson	PTO			43	\$9.63		\$9.63	-
#11 Utility	Ford	util/desi	1 Ton/32,000	1997	51	\$15.35		\$15.35	-
#12 Dump	International	dp/desi	4900/32,000	1997	52	\$44.06		\$44.06	-
#12 Plow	Flink	Rev.			40	\$15.51		\$15.51	-
#13 Bucket	GMC	bkd/desi	1 Ton/30,000	1998	50	\$56.49		\$56.49	-
#14 Pickup	Chevrolet	pu/desi	3/4 Ton	2001	51	\$15.35		\$15.35	-
#14 Plow	Western	Rev.			40	\$15.51		\$15.51	-
#15 Dump	International	dp/desi	4900/32,000	1993	52	\$44.06		\$44.06	-
#15 Plow	Flink	Rev.			40	\$15.51		\$15.51	-
#15 Spreader	Flink	PTO			43	\$9.63		\$9.63	-
#16 Dump	International	dp/desi	4900/32,000	2001	52	\$44.06		\$44.06	-
#16 Plow	Flink	Rev.			40	\$15.51		\$15.51	-

Local Public Agency

County

Section Number

Lincoln

Logan

22-00000-00-GM

Item of Equipment	Manufacturer	Model	Size	Year Built	Page No.	Current Rental Rate	Operator Rate	Total Cost	
#17 Dump	International	dp/desl	32,000	2001	52	\$44.06		\$44.06	-
#17 Plow	Flink	Rev.			40	\$15.51		\$15.51	-
#18 Dump	Freightliner	108SD		2021	52	\$44.06		\$44.06	-
#18 Plow	Flink	Rev.			40	\$15.51		\$15.51	-
#18 Spreader	Flink	PTO			43	\$9.63		\$9.63	-
#22 Dump	Peterbuilt	348	32,000		52	\$44.06		\$44.06	-
#22 Plow	Flink	Rev.			40	\$15.51		\$15.51	-
#9 Bucket	Chevrolet	bkt/desl	K7900/32,000	2003	50	\$69.73		\$69.73	-
Elgin Sweeper	Elgin	BB			44	\$74.38		\$74.38	-
Allanz Sweeper	Johnson	mx450		2007	44	\$74.38		\$74.38	-
Wheel Loader	John Deere	524k	141hp	2012	46	\$62.47		\$62.47	-
Backhoe #1	John Deere	310sj	93hp	2008	46	\$56.88		\$56.88	-
Backhoe #2	John Deere	310e	76hp	1998	46	\$43.00		\$43.00	-
Motor Grader	Dresser	850	30,100	1992	21	\$72.93		\$72.93	-
Chip Spreader	Elnyre	k4864		1984	42	\$84.43		\$84.43	-
#1 Tractor/Mower	John Deere	5210	53hp	2000	45	\$32.88		\$32.88	-
#2 Tractor/Mower	Kioti	dk45s	43hp	2005	45	\$21.36		\$21.36	-
Air Compressor	Ingersoll Rand	175	175	1979	10	\$18.03		\$18.03	-
Asphalt Zipper		az480h	140hp	2004	9	\$48.01		\$48.01	-
Tire Roller	Bros Roller	sp54	50	1959	34	\$37.89		\$37.89	-
Street Roller	Rex Roller	900	75	1978	34	\$48.47		\$48.47	-
Brush Chipper	Brush Bandit	200x	80	1991	5	\$25.52		\$25.52	-
Skid Steer	Bobcat	S570	61hp	2004	46	\$29.71		\$29.71	-
Snow Blower					39	\$6.53		\$6.53	-
Street Broom			6		5	\$7.84		\$7.84	-
Cold Planer	Bobcat	24PLA		2018	9	\$20.92		\$20.92	-
Power Rake	Bobcat	84			31	\$6.53		\$6.53	-
Spray Patcher	Total Patcher	Vortex		2015		\$32.89		\$32.89	-

Add

Local Public Agency

Lincoln

County

Logan

Section Number

22-00000-00-GM

Submitted:

Local Public Agency Signature

Date

For a Road District project County Engineer signature required.

County Engineer Signature

Date

Approved:

Regional Engineer, DOT

Date

MEMORANDUM

TO: Mayor and City Council Members
FROM: Sam Downs, Alderman
MEETING DATE: June 14, 2022
RE: Operation of Non-Highway Vehicles – UTV's on City Streets

Background:

On September 21, 2021, Ordinance number 2021-956 was passed allowing the use of non-highway vehicles – golf carts. There has been interest in adding the use of UTV vehicles to the ordinance.

Council Recommendation:

City Council to approve at regular city council meeting on June 21, 2022.



ORDINANCE NO. 2022-_____

ORDINANCE ADOPTING AMENDMENT #3 TO APPROPRIATION ORDINANCE

CITY OF LINCOLN

May 1, 2021 - April 30, 2022

WHEREAS, the City Council has directed the Corporate Authorities to prepare an Appropriation Ordinance; and

WHEREAS, the Corporate Authorities worked diligently in the preparation of The Appropriation Ordinance for the fiscal year beginning May 1, 2021 and ending April 30, 2022; and

WHEREAS, the City Council desires to limit the spending of the City according to those items as set forth in the Working Appropriation Ordinance unless approved by the Council; and

WHEREAS, the total Budget expenditures and Appropriation expenditures for the fiscal year beginning May 1, 2021 and ending April 30, 2022 will not be exceeded as a result of the Appropriation changes described herein;

NOW THEREFORE, it is hereby resolved that the amendments within the Appropriation, as proposed by the Corporate Authorities on June 21, 2022, as attached and incorporated herein, are hereby adopted as a spending limit for the items contained therein and before expenditures shall be made in excess for items not contained therein, it shall be necessary to apply to the City Council for a modification of the Appropriation Ordinance. This Ordinance shall be in effect the 21st day of June, A. D. 2022.

This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

DRAFT

DRAFT

**Amendment To Appropriations Ordinance
Fiscal Year 2021-2022**

<u>Amount:</u>	<u>Transfer From:</u>	<u>Transfer To:</u>
\$ 1,324.00	02-0009-9910 Transfer to TIF Fund	02-0009-9920 Transfer to M.F.T.
\$ 27,775.00	02-0018-8385 Insurance-Vehicle Liability	02-0018-8388 Workmen's Compensation
\$ 1,300.00	02-0000-4098 Municipal Retirement Contrib.	02-000-8324 Audit Fee
\$ 3,996.00	02-0000-4098 Municipal Retirement Contrib.	02-0000-5208 Repairs/Maintenance-Sirens
\$ 141,000.00	02-0224-8474 Bldg. & Zoning-Telephone/Fax.	02-0224-8410 Building & Zoning--Postage
\$ 7,005.00	02-0806-4013 Fire Dept. Salaries--Monthly	02-0806-4018 Fire Dept. Salaries--Overtime
\$ 600.00	02-1400-8474 Bldg. & Grounds--Telephone	02-1400-6433 Bldg. & Grounds-Internet Service
\$ 8,590.00	02-3000-7852 Econ.Pl. & Dev.-Façade Grants	02-3000-8501 Econ. Pl. & Dev.-Econ. Dev. Grants
\$ 113.00	02-3600-4090 Streets & Alleys-Safety Supplies	02-3600-5102 Streets & Alleys-Supplies/General
\$ 1,661.00	02-3600-6435 Streets & Alleys-Contract. Serv.	02-3600-5106 Streets & Alleys-Supplies/Gas & Oil
\$ 56.00	02-3600-4086 Streets & Alleys-Clothing Allow.	02-3600-4084 Streets & Alleys-Union CDL
\$ 450.00	02-3600-5230 St. & Alleys-Repairs/St. Lights	02-3600-5202 Streets & Alleys-Repairs/Equipment
\$ 1,408.00	02-3606-4014 Streets & Alleys/Salaries-Hourly	02-3606-4012 Streets & Alleys/Salaries-Appointed
\$ 53.00	02-3606-4014 Streets & Alleys/Salaries-Hourly	02-3606-4017 Streets & Alleys/Salaries-Clerical
\$ 125.00	02-3704-4071 Health Insurance-Retirees	02-3704-4076 H.S.A. Benefit-Retirees
\$ 905.00	20-0000-6430 M.F.T./Street Lights	20-0000-5235 M.F.T./Traffic Signal Electric Service
\$ 18,520.00	20-0000-5231 M.F.T./Engineering	20-0006-4014 M.F.T./Salaries-Hourly
\$ 11,256.00	43-0100-9969 G.O. Bond Expenditures	43-0200-7865 G.O. Bond Expenditures-Tech. & Equip.

<u>Amount:</u>	<u>Transfer From:</u>	<u>Transfer To:</u>
\$ 1,340.00	50-7004-4010 Sewer Admin./Postage	50-7004-8342 Sewer Admin./Legal Fees-Filing

Additional Revenue:

\$ 30,050.00	50-0001-3400 Sale of Asset
\$ 1,409,180.83	50-0001-3980 Loan Proceeds-Over Rev. Projections.
600.00	50-0001-3730 Crop Proceeds-Over Rev. Projections.
\$ 336,047.00	50-7400-3845 Reimbursements
<hr/>	
\$ 1,775,877.95	Additional Revenue

Additional Expenditures:

\$ 301,272.75	50-7400-7867 CSO/LTCP
\$ 1,320,591.88	50-7400-7866 Sewer Collection/Lift Stations
<hr/>	
\$ 1,621,864.63	Additional Expenditures

<u>Amount:</u>	<u>Transfer From:</u>	<u>Transfer To:</u>
\$ 440.00	50-7200-8302 Sewer Plant/Facility Electric.	50-7200-8385 Sewer Plant/Flood Insurance
<hr/>		
\$ 319.00	55-0000-7011 Addtl. Tourism Projects/Events	55-0000-7003 Tropic Sign
<hr/>		
\$ 13,087.00	60-3600-7827 Cap. Expense-Microsurfacing	60-3600-7844 Sidewalk Improvement
<hr/>		
\$ 21,901.00	74-0000-8660 Firemen's Pension Payments	74-0000-8670 Firemen's Pension Contribution Refunds

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

Ald. Parrott _____

Ald. Jones _____

Ald. Downs _____

Ald. Zurkhammer _____

Ald. Rohlfis _____

Ald. Bateman _____

Ald. Hoefle+ _____

Ald. Horn _____

DRAFT

Ayes: _____

Nas: _____

Absent: _____

Abstentions: _____

DRAFT

Passed and approved this _____ st day of _____, 2022.

City of Lincoln,

DRAFT

BY: _____

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

DRAFT

ATTEST; _____ (SEAL)

Peggy S. Bateman, City Clerk
City of Lincoln,
Logan County, Illinois