# CITY OF LINCOLN REGULAR CITY COUNCIL MEETING AGENDA JUNE 21, 2022 7:00 PM

- 1. Call to Order
- 2. Roll Call
- 3. Pledge of Allegiance
- 4. Public Participation
- 5. Consent Agenda By Omnibus Vote

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

- A. Payment of Bills
- B. Approval of minutes for May, 16, 2022 Regular City Council Meeting
- C. Request from Lincoln Park District to permit the closing of various city Streets for a Children's Walking Parade on Monday, July 4, 2022 from 10:00 a.m. until 11:00 a.m.

#### 6. Ordinances and Resolutions

- A. Resolution for Maintenance under the Illinois Highway code for expenditures from the MFT Fund for F.Y. 2022-2023.
- B. Ordinance Adopting Amendment No. 3 to the Appropriation Ordinance for F.Y. 2022-2023.
- C. Ordinance Authorizing Real Estate to go out to bid. (227 N. Kickapoo).
- D. Ordinance Amending 9-15 of the Lincoln City Code to allow Recreational Off-Highway Vehicles (UTV).
- E. Ordinance Amending 5-3-6 of the Lincoln City Code removing language in subsection E(2)(E).
- 7. Bids
- 8. Reports
  - A. City Treasurer's Report for May, 2022
  - B. City Clerks Report for May, 2022
  - C. Department Head Reports for May, 2022

#### 9. New Business/Communications

- A. Approval of agreement between the Farnsworth Group and the City of Lincoln for 2022 Resurfacing Project in an amount not to exceed \$66,000.00
- B. Approval of Scarification/Oil & Chip resurfacing targets for F.Y. 2021-2022.
- 10. Announcements
- 11. Possible Executive Session
- 12. Adjournment

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

#### REGULAR CITY COUNCIL MEETING

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

#### Monday, May 16, 2022

The Regular Meeting of the City Council of Lincoln was called to order by Mayor Welch at 7:00pm, with proper notice given. City Clerk Peggy Bateman called roll.

#### Present:

Alderman Rob Jones, Ward 1
Alderman Tony Zurkammer, Ward 2
Alderman Sam Downs, Ward 2
Alderman Kevin Bateman, Ward 3
Alderwoman Wanda Lee Rohlfs, Ward 3
Alderman Rick Hoefle, Ward 4
Alderwoman Kathy Horn, Ward 4

#### **Staff Present:**

Peggy Bateman, City Clerk
Chuck Conzo, City Treasurer
John Hoblit, City Attorney
Matt Vlahovich, Police Chief
Bob Dunovsky, Fire Chief
Wes Woodhall, Building and Safety Officer
Andrew Bowns, Veolia Water, Project Manager
Walt Landers, Streets Superintendent

#### Remotely:

#### Absent:

Alderman Steve Parrott, Ward 1

#### Presiding:

Tracy Welch, Mayor

#### **Public Comment:**

There was no one present or on the phone for public comment.

#### Consent Agenda by Omnibus Vote:

#### A. Payment of Bills

B. Approval of minutes for April 18, 2022 Public Hearing for Tentative Budget FY 22/23, April 18, 2022 Regular City Council Meeting, April 26, 2022 Committee of the Whole Meeting, May 2, 2022 Regular City Council Meeting.

C. Request from LCHS to permit the closing of various city streets for the LCHS Homecoming Parade on Friday, September 16, 2022 from 2:15pm until 3:15pm.

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

**Yeas: (7)** Alderman Rob Jones, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Tony Zurkammer

Nays: (0) Abstain: (0)

Absent: (1) Alderman Steve Parrott

Mayor Welch moved to other items on the agenda.

#### Ordinances and Resolutions:

A. Ordinance 2022-976 amending Section 1-7-2 of the Lincoln City Code changing City Hall Office hours from Monday – Friday, 9:00 am – 5:00pm to Monday – Friday, 8:30am – 4:30pm, effective June 1, 2022.

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

**Yeas: (7)** Alderman Rob Jones, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Tony Zurkammer

Nays: (0) Abstain: (0)

Absent: (1) Alderman Steve Parrott

#### B. Ordinance 2022-977 Authorizing the Sale of Excess Personal Property.

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

**Yeas: (7)** Alderman Rob Jones, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Tony Zurkammer

Nays: (0) Abstain: (0)

Absent: (1) Alderman Steve Parrott

### C. Ordinance 2022-978 amending Ordinance 2022-973 changing the Publication Dates for the Bid Process.

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

**Yeas: (7)** Alderman Rob Jones, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Tony Zurkammer

Nays: (0) Abstain: (0)

Absent: (1) Alderman Steve Parrott

#### Bids:

## A. Approval of bid from Kinney Contractors for the Heitmann Drive Reconstruction Project in an amount not to exceed \$380,086.29.

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

Yeas: (7) Alderman Rob Jones, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda

Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Tony Zurkammer

Nays: (0) Abstain: (0)

Absent: (1) Alderman Steve Parrott

#### Reports

#### A. City Treasurer's Report for April, 2022

The City has a healthy fund balance. Treasurer Conzo reminds the Council to spend wisely due to inflation.

Police & Fire Pensions have both diminished due to the stock market

Revenue streams remain stable.

#### B. City Clerks Report for April, 2022

\$314,680.96 was received in sewer payments for the month of April. \$46,010.56 was received from the both prisons.

#### C. Department Head Reports for April, 2022.

These reports are either on file or will be soon.

Mayor Welch moved to other items on the agenda.

#### **New Business/Communications:**

## A. Advice & Consent to the Mayoral appointment of Alderman Rob Jones to the Economic Development Commission.

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

**Yeas: (6)** Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Tony Zurkammer

Nays: (0)

Abstain: (1) Alderman Rob Jones
Absent: (1) Alderman Steve Parrott

## B. Advice & Consent to the Mayoral appointment of Molly Pickering to the Planning Commission.

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

**Yeas: (7)** Alderman Rob Jones, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Tony Zurkammer

Nays: (0) Abstain: (0)

Absent: (1) Alderman Steve Parrott

#### C. Advice & Consent to the Mayoral Re-Appointment of Matthew Vlahovich as Chief of Police.

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

**Yeas: (7)** Alderman Rob Jones, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Tony Zurkammer

Nays: (0) Abstain: (0)

Absent: (1) Alderman Steve Parrott

Police Chief Matthew Vlahovich was sworn in by City Attorney John Hoblit.

**D. Advice & Consent to the Mayoral Re-Appointment of Robert Dunovsky as Fire Chief.**Alderwoman Horn made the motion to approve, Alderman Downs seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called roll.

**Yeas: (7)** Alderman Rob Jones, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Tony Zurkammer

Nays: (0) Abstain: (0)

Absent: (1) Alderman Steve Parrott

Fire Chief Robert Dunovsky was sworn in by City Attorney John Hoblit.

**E.** Advice & Consent to the Mayoral Re-Appointment of Walt Landers as Street Superintendent. Alderman Hoefle made the motion to approve, Alderwoman Horn seconded. Mayor Welch called for discussion, there being none, City Clerk Bateman called roll.

**Yeas: (7)** Alderman Rob Jones, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Tony Zurkammer

Nays: (0) Abstain: (0)

Absent: (1) Alderman Steve Parrott

Street Superintendent Walt Landers was sworn in by City Attorney John Hoblit.

## F. Advice & Consent to the Mayoral Re-Appointment of Wes Woodhall as Building & Safety Inspector.

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

**Yeas: (7)** Alderman Rob Jones, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Tony Zurkammer

Nays: (0) Abstain: (0)

Absent: (1) Alderman Steve Parrott

Building & Safety Inspector Wes Woodhall was sworn in by City Attorney John Hoblit.

## G. Approval of Pay Application No. 21 from Plocher Construction Co. for the CSO Improvement Project in an amount not to exceed \$535,675.07

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

**Yeas: (7)** Alderman Rob Jones, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Tony Zurkammer

Nays: (0) Abstain: (0)

Absent: (1) Alderman Steve Parrott

# H. Approval of Invoice #0221013 from Crawford, Murphy & Tilly for professional services for the Lincoln Phosphorus Removal Feasibility Plan and Organization Plan for the Waste Water Treatment Plant from January 29, 2022 through February 10, 2022 in an amount not to exceed \$8.311.02.

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

**Yeas: (7)** Alderman Rob Jones, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Tony Zurkammer

Nays: (0) Abstain: (0)

Absent: (1) Alderman Steve Parrott

## I. Approval of Invoice #76 from Hanson Professional Services for the Fifth Street Road Project in an amount not to exceed \$228.85.

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

**Yeas: (6)** Alderman Rob Jones, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlfs, Alderwoman Kathy Horn, Alderman Tony Zurkammer

Nays: (1) Alderman Kevin Bateman

Abstain: (0)

Absent: (1) Alderman Steve Parrott

Mayor Welch will have a more informed update next week on the 5th Street Road project.

#### J. Approval of Amendment to the Special Police Services Agreement.

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

**Yeas: (7)** Alderman Rob Jones, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Tony Zurkammer

Nays: (0) Abstain: (0)

Absent: (1) Alderman Steve Parrott

## K. Approval of the addition of Juneteenth to the calendar of City Holidays for calendar year 2022.

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

**Yeas: (7)** Alderman Rob Jones, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Tony Zurkammer

Nays: (0) Abstain: (0)

#### Absent: (1) Alderman Steve Parrott

#### **Announcements:**

- Mayor Welch read an announcement from the Lincoln Heritage Museum. The Museum will remain open indefinitely.
- Balloons over 66 update: Alderman Bateman will bring forward the street closures for the Balloons over 66 at the next COW. Working on one insurance policy for everyone to keep the cost down. Also working on a new logo.
- Alderman Hoefle praised the workers involved in the City Wide Cleanup last weekend.
   City employees and GFL employees.
- The Landscape Waste Facility is back to the Wednesday & Saturday schedule.
- Third Friday is this Friday, May 20, 2022. Road closures begin around 4:30pm
- Union St, between 19<sup>th</sup> & 20<sup>th</sup> will be closed tomorrow around 9am. Closed for a few hours.

#### Adjournment:

There being no further discussion to come before the City Council of Lincoln, Alderman Hoefle motioned to adjourn, seconded by Alderman Zurkammer. Mayor Welch adjourned the meeting at 7:39 p.m.

#### Respectfully Submitted By:

Charity Hutchison, Recording Secretary

JUN 14 2022

#### THE CITY OF LINCOLN

Date Received

RECEIVED

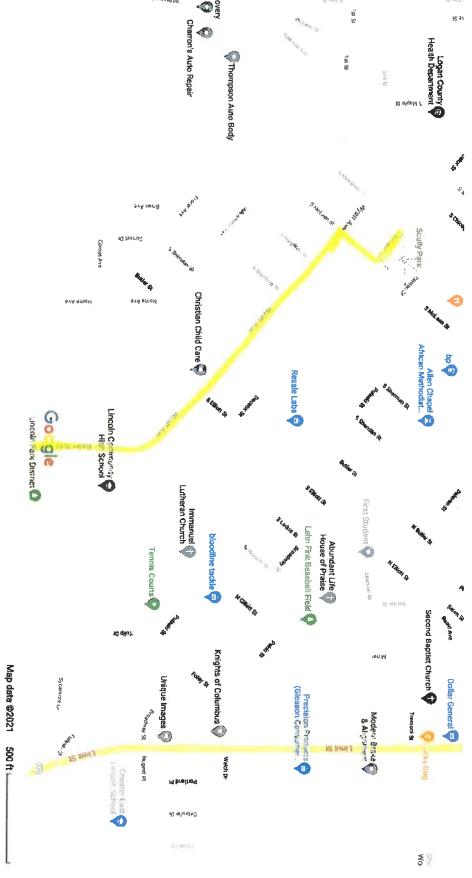
## REQUEST TO PERMIT EVENT WITH STREET CLOSURE Must Have Council Approval

Date(s) of Event: July 4th, 2022 A copy of this form must be available at the Eventl
Please describe below your request for use of City Property.
Description of Event (including participating merchants, vendors, exhibitors, and units, etc.)
Children's parade from Scully Park to Lincoln Park District. Children will decorate bikes, Scooters, wagons, etc. in a patriotic theme for A chance to win a prize. Meet time is 10 and on July 4th for registration & judging then we will embark on our walk with an estimated end time of Ilam Location of Event Property: (Address Utilized Space) 303 S. Kickapoo to 1400 Railer wa Items occupying street space utilized: Opt Cart, bikes, Scooters, wagons, people Date(s) and time(s) for usage of Property: 10 and 11 am 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? See attached map for route
closed from 10 a.m/p.m. until 11 (a.m./p.m. (circle a.m. or p.m.) &
If different times on different days, please specify. NA 9 Mulan & Deat
Does this street normally have access to a permitted parking lot? Specify, Parking 15 plymitted on the Street around Scally but no specify permits are certificate of insurance Liability for event must be attached to request before approval.
Business/Organization/Sponsor Name: Lin Coln Park District Contact Name: Blue Strait Email: bstrait@uncoln park  Address: 1400 lailer Way Lin Coln Signature: district. Com  Phone: Business: 217 - 732 - 8770 Cell; 217 - 735 - 0756
APPROVED: (signatures)
Police Department: Niet Water Mayor: Vote: Council Approval Yeahs Nays
Fire Department: Vote: Council Approval

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.

# Google Maps





Certificate No.: 3 Member Number: 0025

#### CERTIFICATE OF COVERAGE

This Certificate is issued as a matter of information only and confers no rights upon the Certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the coverage document(s) listed below.

NAME & ADDRESS OF MEMBER:

Lincoln Park District 1400 Railer Way Lincoln, IL 62656

This is to certify that the coverage document(s) listed below have been issued to the Member named above and are in force at this time. Notwithstanding any requirement, term or condition of any agreement or other document with respect to which this Certificate may be issued or may pertain, the coverage(s) afforded is subject to all the terms, exclusions and conditions of the Coverage Agreement(s).

TYPE OF COVERAGE

EFFECTIVE DATE

**EXPIRATION DATE** 

LIMIT OF COVERAGE

General Liability

7/1/2022

8/1/2023

\$2,000,000

CANCELLATION: Should the above described coverage document(s) be cancelled, the Illinois Parks Association Risk Services will endeavor to mail 30 days written notice to the below named Certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the pool.

SPECIAL CONDITIONS/OTHER COVERAGES: as respects your 4th of July Parade

NAME & ADDRESS OF CERTIFICATE HOLDER:

City of Lincoln 700 Broadway Street Lincoln, IL 62656 DATE ISSUED: 6/14/2022

Authorized Representative

#### 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		
			J	and 22-00000-01-GM		
BE IT RESOLVED, by the	Counc	ail a	f the C	City of		
DE IT INCOCEACO, DY BIG	Governing Box			Agency Type		
	coln	Illinois that there is hereby	appropriated the sum	of Six hundred		
	Public Agency					
seventy-five thousand a	nd 00/100		Dollars (	\$675,000.00		
of Motor Fuel Tax funds for the	ne purpose of maintaining stre	ets and highways under the	applicable provisions	of Illinois Highway Code from		
05/01/22 to Beginning Date	04/30/23 . Ending Date					
BE IT FURTHER RESOLVES including supplemental or rev funds during the period as sp	D, that only those operations a rised estimates approved in co ecified above.	s listed and described on the nnection with this resolution	e approved Estimate o n, are eligible for maint	f Maintenance Costs, enance with Motor Fuel Tax		
BE IT FURTHER RESOLVED	), that City	of	Linco	oln ·		
available from the Departmen expenditure by the Departmen	ths after the end of the mainte at, a certified statement showin nt under this appropriation, and o, that the Clerk is hereby direct artation.	ng expenditures and the bala d	ances remaining in the	funds authorized for		
Name of 0	Slark	City Cocal Public Agency Type	Clerk in and for said	City Local Public Agency Type		
	Lincoln	200	and kenner of the rea	ords and files thereof, as		
	ocal Public Agency	III THE STATE OF HILLOIS	and keeper or the rec	JIOS ANG NIES DIEFEOI, ES		
provided by statute, do hereby	y certify the foregoing to be a t	true, perfect and complete c	opy of a resolution add	pted by the		
Council	of	Lincoln	at a meet	ing held on 06/20/22		
Governing Body Typ	08	Name of Local Public Agency	4,411000	Date		
N TESTIMONY WHEREOF,	l have hereunto set my hand a	and seal this 20th day	y of May, 2022 Mon	h, Year		
(SEAL)		Clerk Signature				
			APPROVED			
		Regional Engineer				
		Department of Trans	sportation	Date		



#### **Local Public Agency General Maintenance**



#### **Estimate of Maintenance Costs**

Submittal Type Original

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	lnsp. 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	\$119,300.0
2. Cleaning Inlets	IIA	No	Labor	Hr	490	\$32.00	\$15,680.00	
and Culverts	IIA	No	Equipment	Hr	490	\$30.00	\$14,700.00	\$30,380.0
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	\$128,500.0
4. Snow and Ice	IIA	No	Labor	Hr	850	\$32.00	\$27,200.00	
Removal	IIA	No	Equipment	Hr	850	\$30.00	\$25,500.00	
	1	No	Sait	Ton	385	\$120.00	\$46,200.00	\$98,900.0
5. Traffic Signal/	I	No	Electrical Energy	LSum	1	\$75,000.00	\$75,000.00	\$75,000.00
Street Light								
Electrical Service								
6. Curb and Gutter	IIA	No	Labor	Hr	780	\$32.00	\$24,960.00	
and Sidewalk	IIA	No	Equipment	Hr	500	\$30.00	\$15,000.00	
Replacement	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
B. Crack Filling	IIA	No	Labor	Hr	625	\$32.00	\$20,000.00	\$20,000.00
						Total	Operation Cost	\$567,840.00

	Estima	te of Maintenan	ce Costs	Submittal Typ	e Original	
				Maintena	nce Period	
Local Public Agency	County	Section		Beginning	Ending	
City of Lincoln	Logan	22-00	000-00-GM	05/01/22	04/30/23	
	5031	Es	timate of Maint	enance Costs Summ	ary	
Maintenance	_	MFT Funds	RBI Funds	Other Funds	Estimated Costs	
Local Public Agency Labor	Г	\$175,840.00			\$175,840.0	
Local Public Agency Equipment		\$170,200.00			\$170,200.0	
Materials/Contracts(Non Bid Items)		\$221,800.00			\$221,800.0	
Materials/Deliver & Install/Materials Quotations	(Bid Items)					
Formal Contract (Bid Items)						
Mainte	nance Total	\$567,840.00			\$567,840.0	
	_	Estir	nated Maintena	ince Eng Costs Sum	mary	
Maintenance Engineering	-	MFT Funds	RBI Funds	Other Funds	Total Est Costs	
Preliminary Engineering		\$10,182.80			\$10,182.8	
Engineering Inspection						
Material Testing						
Advertising						
Bridge Inspection Engineering						
Maintenance Engine	eering Total	\$10,182.80			\$10,182.80	
Total Estimated N	laintenance	\$578,022.80			\$578,022.80	
Remarks				-		
Operations #1-4, 6-8 performed by City	/ Staff.					
SUBMITTED						
Local Public Agency Official	Date					
ν.·						
Title						
Мауог		Dogica of F	Engineer	APPROVED		
County Engineer/Superintendent of Highways	Date	Regional E	:ngineer st of Transports	tion	Dete	



#### Local Public Agency General Maintenance



#### **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 9. Sidewalk	Maint Eng Category	Insp. Req. Yes	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor Contract	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
	IV	Yes	Contract	LSum	1	\$300,000.00	\$300,000.00	\$300,000.0
Replacement	-				-			
	_				-			
					1			
	-							
	-	-			-			
	-							
						<u></u>	0	Anna ana
						Total	Operation Cost	\$300,000.00

	te of Mainte	nan	ce Costs	Submittal Type Original			
Local Public Agency	County	9	ection	1	Maintenand Beginning	e Period Ending	
	Logan	22-00000-01-GM			04/30/23		
	Logun						
BB (B) 4 2	_				enance Costs Summa		
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 (E Formal Contract (Bid Items)	sia items)		-		4000 000 00	\$200 000 DO	
Maintenance Total			-		\$300,000.00		
ivaintena	luce Total		P** _ 42:	makad Maintana	\$300,000.00		
Maintenance Engineering	-	MFT Funds	ESU	RBI Funds	nce Eng Costs Summ Other Funds	Total Est Costs	
Preliminary Engineering		\$15,00	0.00	RDI Fullus	Other Funds	\$15,000.00	
Engineering Inspection	-	\$18,00	-			\$18,000.00	
Material Testing	1	\$10,00	0.00			\$10,000.00	
Advertising	-		-				
Bridge Inspection Engineering	-		$\rightarrow$		_		
Maintenance Engineer	ring Total	\$33,00	0.00			\$33,000.00	
Total Estimated Mai	ntenance	\$33,00	0.00		\$300,000.00	\$333,000.00	
Remarks							
Operation #9 Construction to be paid wit	h General	l Funds					
SUBMITTED							
Local Public Agency Official	Date						
Title							
Mayor		,			APPROVED		
County Engineer/Superintendent of Highways	Date			Engineer	Hom	Doto	
County Engineer/Superintendent of Algaways	Date	Debi	artmei	nt of Transporta	TION	Date	



Local Public Agency

## Maintenance Engineering to be Performed by a Consulting Engineer

County



Section Number

City of Lincoln				Logan 22-00000-00-0			
The services to be per maintenance operation	rformed by the cons ns (BLR 14222), sh	ulting engineer, pert all consist of the follo	aining to the various owing:	items of work include	and 22-00000-01-GM of in the estimated cost of the		
Investigation maintenance municipalities body as may 12330) form.	operations to be in- s and counties), ma reasonably be requ	he streets or highwa cluded in the mainter intenance estimate o ilred; attendance at p f the maintenance ex	nance program; prep of cost and, if applica public letting; prepara	paration of the mainted ble, proposal; attendated ation of the contract, of	the local highway authority) of the nance resolution (BLR 14220 for ance at meetings of the governing quotations, and/or acceptance (BLF altted to IDOT within 3 months of		
Furnishing the deliver and in	stall proposal and/o	inspection, including or checking material	invoices of those ma		ract, material proposal and/or requiring engineering field ied firm.		
charged per maintenan negotiated preliminary total estimated costs o	nce period. For furn engineering fee pe if that group. The ne	Ishing engineering ir rcentage for each mag egotlated fee for eng	nspection, the engine aintenance group sh ineering inspection fo	eer will be paid a nego own in the "Schedule or each maintenance	entage. Only one base fee can be otiated fee percentage. The of Fees" shall be applied to the group shall be applied to the total strued to include supervision of the		
		SCI	HEDULE OF FEES				
Total of all Maintenanc	e Operations:						
= \$20,000 Base	e Fee		20,000 Base Fe	e = \$1,250.00			
			PLUS				
Maintenance	Preliminary	Engineering	Engineering	g Inspection			
Engineering Category	Maximum Fee %	Negotiated Fee %	Maximum Fee %	Negotiated Fee %	Operation(s) to be inspected		
	NA	NA NA	NA	NA NA	NA		
IIA	2%		1%				
IIB	3%		3%				
111	4%		4%		200		
IV	5%		6%		#9		
	S 510/1-510/8) and		in Chapter 5 of the		Government Professional Service ureau of Local Roads and Streets  Date		
Tial			Title				
litle Mayor				Engineering Mana	ger		
			P.E. Seal		Date		
Approved: Regional Engineer, IDC	ОТ	Date					



#### **Equipment Rental Schedule**



Local Public Agency	County	Section Number			
Lincoln	Logan	22-00000-00-GM			
I hereby request approval of the use of MFT funds to pay rental for	the equipment listed be	elow at the rates shown. The equipment is			
owned by City of Lincoln	, and	, and is to be used on the above named section.			
Name of Entity					
Rental Rates calculated using:					
Schedule of Average Ownership Equipment Renta	Expense Multiplier Us	sed 1,633			
☐ Blue Book ☐ Custom Rate from IDOT (attach do	cumentation)				

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	Ī
#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	1
#3 Plow	Filnk	Rev.			40	\$15.51		\$15.51	1
#4 Dump	Ford		1 Ton/32,000	2014	52	\$44.06		\$44.06	
#4 Plow	Flink	Rev.			40	\$15.51		\$15.51	T
#5 Flat Bed	Chevrolet	flat/gas	3/4 Ton/1500	2008	50	\$18.17		\$18.17	Ī
#5 Plow	Western	Rev.			40	\$15.51		\$15.51	T
#6 Pickup	Chevrolet	pu/gas	Half Ton		51	\$15.35		\$15.35	Ī
#7 Dump	International	dp/desl	7400/32,000	2008	52	\$44.06		\$44.06	T
#7 Plow	Flink	Rev.			40 <sup>.</sup>	\$15.51		\$15.51	Ī
#7 Spreader	Flink	PTO			43	\$9.63		\$9.63	I
#8 Dump	International	dp/desl	4900/32,000	2008	52	\$44.06		\$44.06	Ī
#8 Plow	Flink	Rev.			40	\$15.51		\$15.51	Ī
#10 Dump	International	dp/desl	4300/32,000	2010	52	\$44.06		\$44.06	
#10 Plow	Henderson	Rev.			40	\$15.51		\$15.51	Ī
#10 Spreader	Henderson	PTO			43	\$9.63		\$9.63	I
#11 Utility	Ford	util/desi	1 Ton/32,000	1997	51	\$15.35		\$15.35	
#12 Dump	International	dp/desl	4900/32,000	1997	52	\$44.06		\$44.06	Ī
¥12 Plow	Flink	Rev.			40	\$15.51		\$15.51	Ī
#13 Bucket	GMC	bkt/desl	1 Ton/30,000	1998	50	\$56.49		\$56.49	
#14 Pickup	Chevrolet	pu/desi	3/4 Ton	2001	51	\$15.35		\$15.35	Ī
14 Plow	Western	Rev.			40	\$15.51		\$15.51	Ī
f15 Dump	International	dp/desl	4900/32,000	1993	52	\$44.06		\$44.06	
15 Plow	Flink	Rev.			40	\$15.51		\$15.51	
15 Spreader	Flink	РТО			43	\$9.63		\$9.63	
16 Dump	International	dp/des!	4900/32,000	2001	52	\$44.06		\$44.06	
116 Plow	Flink	Rev.			40	\$15.51		\$15.51	I

Local Public Agency	County	Section Number
Lincoln	Logan	22-00000-00-GM

									_
Item of Equipment	Manufacturer	Model	Size	Year Built		· Current Rental Rate	Operator Rate	Total Cost	
#17 Dump	International	dp/desi	32,000	2001	52	\$44.06		\$44.06	Ī
#17 Plow	Filnk	Rev.			40	\$15.51		\$15.51	
#18 Dump	Freightliner	108SD		2021	52	\$44.06		\$44.06	I
#18 Plow	Flink	Rev.			40	\$15.51		\$15.51	T
#18 Spreader	Flink	PTO			43	\$9.63		\$9.63	I
#22 Dump	Peterbuilt	348	32,000		52	\$44.06		\$44.06	T
#22 Plow	Flink	Rev.			40	\$15.51		\$15.51	1
#9 Bucket	Chevrolet	bkt/dest	K7900/32,000	2003	50	\$69.73		\$69.73	
Elgin Sweeper	Eigin	88			44	\$74.38		\$74.38	1
Alilanz Sweeper	Johnson	mx450		2007	44	\$74.38		\$74.38	
Wheel Loader	John Deere	524k	141hp	2012	46	\$62.47		\$62.47	Ī
Backhoe #1	John Deere	310sj	93hp	2008	46	\$56.88		\$56.88	T
Backhoe #2	John Deere	310e	76hp	1998	46	\$43.00		\$43.00	
Motor Grader	Dreeser	850	30,100	1992	21	\$72.93		\$72.93	1
Chip Spreader	Etnyre	k4664		1984	42	\$84.43		\$84.43	I
#1 Tractor/Mower	John Deere	5210	53hp	2000	45	\$32.88		\$32.88	1
#2 Tractor/Mower	Kloti	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 Railer	Bros Roller	sp54	50	1959	34	\$37.69		\$37.69	
Street Roller	Rex Roller	900	75	1978	34	\$48.47		\$48.47	
Brush Chipper	Brush Bandit	200x	80	1991	5	\$25.52		\$25.52	3
Skid Steer	Bobcat	\$570	61hp	2004	46	\$29.71		\$29.71	-
Snow Blower					39	\$6.53		\$6.53	-
Street Broom			6		5	\$7.84		\$7.84	100
Cold Planer	Bobcat	24PLA		2018	9	\$20.92		\$20.92	7
Power Rake	Bobcat	84			31	\$6.53		\$6.53	
Spray Patcher	Total Patcher	Vortex		2015		\$32.89		\$32.89	

Add

Local Public Agency		County	Section Number
Lincoln		Logan	22-00000-00-GM
Submitted:	Local Public Agency Signature	Date	
For a Road District project C	County Engineer signature required.  County Engineer Signature	Date	
Approved:	Regional Engineer, DOT	Date	

#### 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. 2012.

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

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

Amo	unt:	Transfer From:	Transfer To:
\$	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 Betirement Contrib.	02-0000-5208 Repairs Main enamee-Sirens
\$	141.00.00	82-0220-84 Blod. Wzoling Telephone/Fax.	02-0224-8410 Building & ZoningPostage
\$	7,005.00	02-0806-4013 Fire Dept. SalariesMonthly	02-0806-4018 Fire Dept. SalariesOvertime
\$	600.00	02-1400-8474 Bldg. & GroundsTelephone	02-1400-6433 Bldg. & Grounds-Internet Service
\$	8,590.00	02-3000-7852 Econ.Pl. & DevFaçade 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 & Allevs-Clothing Allow.	02-3600-4084 Streets & Alleys-Union CDL 02-3600-5202
\$	450.00	02-3600-5230 Stil & Ahleys Repaire St. Lights	Streets & Alleys-Repairs/Equipment
\$`	1,408.00	02-3006-401 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
Ado	ditional Revenu	e:	Additional Expense:
\$ 1	167,745.60	Loan From Sewer O. & M.	02-0604-6482 Landfill Clean-up
\$	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.

Amount:

#### Transfer From:

Transfer To:

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

منز 000-50

-Over Rev. Projections.

600.00

eds-Over Rev. Projections.

336,047

00-3845

eimbursements

\$ 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

\$ 1,621,864.63

Additional Expenditures

Am	0	u	n	τ	:
_		_	_	_	_

#### Transfer From:

#### Transfer To:

440.00

50-7200-8302

Sewer Plant/Facility Electric.

50-7200-8385

Sewer Plant/Flood Insurance

319.00 \$

3-0000-7011 Adtl. Touri

Tourism Projects/Events

55-0000-7003 Tropic Sign

**6**0-3600-7827

Cap. Expense-Microsurfacing

60-3600-7844

Sidewalk Improvement

21,901.00 \$

74-0000-8660

Firemen's Pension Payments

Honsion Contribution Refunds

The vote on the adop	tion of this Ordinan	ce was as follows:
Ald. Parrott		Ald. Jones
Ald. Downs		Ald.Zurkhammer
Ald. Rohlfs		Ald. Bateman
Ald. Hoefle		Ald. Horn
Ayes:	TE TI	
Nays:	M M	
Absent:	Separate Sep	
Abstentions:		Sales of the sales
Passed a	and approved this	st day of, 2022.
		City of Lincoln,
		Tracy Welch, Mayor City of Lincoln, Logan County, Illinois
ATTEST;		(SEAL)
Peggy S. Bat City of Lind Logan County	eman, City Clerk	

#### ORDINANCE NO.

#### AN ORDINANCE AUTHORIZING REAL ESTATE TO GO OUT TO BID

THIS ORDINANCE is made and adopted by the CITY COUNCIL OF THE CITY
OF LINCOLN, LOGAN COUNTY, ILLINOIS, at a regular meeting held in the City
Council Chambers in said City on the day of, 2022
WITNESSETH:
WHEREAS, the CITY OF LINCOLN is a municipal corporation located in Logar
County, Illinois; and
WHEREAS, the CITY OF LINCOLN owns the following-described real estate to
wit:
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, now City of Lincoln, County of Logan and State of Illinois;
and; both parcels were combined into one parcel with the Tax I.D. number as follows:
08-210-041-00;
and:

WHEREAS, the City Council CITY OF LINCOLN has determined that the real estate described above is no longer needed for the public interest, that it is the best interest of the Citizens of Lincoln if this property is sold; and

WHEREAS, the property is not currently being used for any real purpose; and WHEREAS, this will go out for bid and be published in the Lincoln Courier for three successive weeks beginning on June 27, 2022; and

WHEREAS, a condition of acceptance of a bid will include a permanent easement to the City of Lincoln for use of the existing drop boxes located on the property, an agreement to keep the parking lot in good condition so vehicles can access those drop boxes, and a stipulation indicating that the garage on the property must be demolished or rehabilitated within two years of the sale; and

WHEREAS there will be no warranties of the condition of the structure located on property and the property will be sold "AS IS"; and

WHEREAS, after that three week period bids will be opened in the COW on July 12, 2022 with a decision to be made on the voting meeting thereafter;

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

- 1. That it is in the best interests of the City of Lincoln that the above-described real estate be put out for bid.
- 2. The City Clerk is directed to publish in the Courier for three successive weeks notifying all interested parties to submit a bid for the above-described real estate.
- 3. Effective Date. That this Ordinance is effective immediately upon its passage.

The vote on the adoption of this Ordinance	was as follows:
Alderman Parrott	Alderwoman Rohlfs
Alderwoman Horn	Alderman Bateman
Alderman Hoefle	Alderman Zurkammer
Alderman Downs	Alderman Jones
Ayes:	
Nays:	
Abstain:	
Absent:	
Passed and approved this day o	f, 2022.
	CITY OF LINCOLN,
	BY: Tracy Welch, Mayor City of Lincoln, Logan County, Illinois
ATTEST:	(SEAL)
City Clerk, City of Lincoln, Logan County, Illinois	

#### ORDINANCE NO.

## AN ORDINANCE AMENDING 9-15 OF LINCOLN CITY CODE TO ALLOW RECREATIONAL OFF-HIGHWAY VEHICLES (UTV)

THIS ORDINANCE is made and adopted	by the CITY COUNCIL OF THE CI	TY
OF LINCOLN, LOGAN COUNTY, ILLINOIS,	at a regular meeting held in the C	City
Council Chambers in said City on the	day of, 20	)22,
WITNESSETH:		

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

WHEREAS, the CITY OF LINCOLN previously passed Ordinance 2021-956 creating Title IX Chapter 15 of the Lincoln City Code to allow the usage of non-highway vehicles on city streets; and

WHEREAS, the ordinance passed only contemplated golf carts as allowed within the City of Lincoln, and since its passage there have been no issues with the usage of said golf carts; and

WHEREAS, there is a desire by some of the constituents within the City of Lincoln to allow UTVs to be operated on city streets; and

WHEREAS, the CITY COUNCIL of the CITY OF LINCOLN believes UTVs to be similar enough to golf carts to not hinder the health and safety of the constituents and in the interest of having more travel options for its constituents of the Council does not object to UTVs being added as an allowable non-highway vehicle within its city code;

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

- 1. The City of Lincoln will amend Title IX Chapter 15 Lincoln City Code to include the usage of UTVs. (See below Exhibit A).
- 2. Effective Date. That this Ordinance is effective immediately upon passage of the same.

The vote on the adoption of this Ordina	ance was as follows:
Alderman Parrott	Alderman Rohlfs
Alderwoman Horn	Alderman Jones
Alderman Hoefle	Alderman Downs
Alderman Zurkammer	Alderman Bateman
Ayes:	
Nays:	
Passed and approved this d	
	CITY OF LINCOLN,
	BY: Tracy Welch, Mayor City of Lincoln, Logan County, Illinoi
ATTEST:	(SEAL)
City Clerk, City of Linco Logan County, Illinois	oln,

#### **EXHIBIT A**

#### **CHAPTER 9-15: NON-HIGHWAY VEHICLES**

#### 9-15-1: Definitions.

(A) As used in 625 ILCS 5/11-1426.1, Section 11-1426.1. "Operation of non-highway vehicles on streets, roads, and highways", "non-highway vehicle" means a motor vehicle not specifically designed to be used on a public highway, including (2) a golf cart, as defined by Section 1-123.9 and (4) Recreational Off-Highway Vehicles (UTV) as defined by Section 1-168.8. Golf Carts and UTVs are to be the only non-highway vehicle to be permitted within the City of Lincoln and for the purposes of this chapter when there is a reference to a non-highway vehicle said reference is to strictly only apply to golf carts and UTVs.

#### 9-15-2: Operation and Regulation of Non-Highway Vehicles.

Non-Highway Vehicles may be operated within the City of Lincoln, but only in strict compliance with the following rules and regulations:

- (A) Any person who operates a non-highway vehicle in the City takes full responsibility for all liability associated with operating the non-highway vehicle.
- (B) Any person who operates a non-highway vehicle must be at least 18 years of age and possess a valid driver's license.
- (C) Any person who operates a non-highway vehicle must possess proof of liability insurance for personal injury and property damage with limits of liability not less than the minimum required by the State of Illinois for passenger vehicles pursuant to 625 ILCS 5/7-203. Evidence of insurance, in the form of an insurance card as prescribed in 625 ILCS 5/7-602, must be surrendered to any officer of the Lincoln Police Department or any other Law Enforcement Agency for inspection upon request.
- (D) A non-highway vehicle shall have its headlights and tail lights lighted at all times when operated on City streets as required by 625 ILCS 5/12-201.
- (E) Non-highway vehicles may not be operated in unsafe weather conditions or when visibility is impaired by weather, smoke, fog or other conditions or at any time when there is insufficient light to see persons and vehicles on the streets at a distance of 500 feet. City Police Officers shall have full discretion in determining whether unsafe conditions from weather, smoke, fog, or insufficient lighting exists.
- (F) Non-highway vehicles may not be operated at a speed of greater than 20 miles per hour. Non-highway vehicles may not be operated on City Streets which have a posted speed

limit of more than 30 miles per hour. This section does not prohibit non-highway vehicles from crossing a street at the intersection where the street has a posted speed limit of more than 30 miles per hour. No person operating a non-highway vehicle shall make a direct crossing upon or across a tollroad, interstate highway, or controlled access highway in this State. No person shall make a direct crossing upon or across any other highway under the jurisdiction of the State, except at an intersection of the highway with another public street, road or highway. The following roads are not permitted to be driven upon by golf carts:

- -Keokuk Street
- -Woodlawn Road
- -Fifth Street
- -Logan Street
- -Limit Street
- -Kickapoo Street (Business 55 until the intersection of Keokuk and Kickapoo)
- -Union Street
- (G) non-highway vehicles must be equipped with the following equipment, which shall professionally manufactured and installed, and must conform with Illinois Department of Transportation specifications:
  - 1. seat belts
  - 2. a horn,
  - 3. brakes.
  - 4. a steering apparatus,
  - 5. tires,
  - 6. a rearview mirror,
  - 7. front and rear red reflectorized warning devices,
- 8. a slow-moving vehicle emblem on the rear in conformity with 625 ILCS 5/12-709,
- 9. a head light that emits a white light visible from at least 500 feet to the front in daylight,
- 10. a tail lamp that emits a red light visible from at least 100 feet from the rear in daylight, brake lights and turn signals,
  - 11. a windshield,
- 12. an adequate muffler or exhaust system in constant operation and properly maintained to prevent excessive or unusual noise for gas powered golf carts.
- (H) Any person who operates or is in physical control of a non-highway vehicle within the City must adhere to all applicable laws of the Illinois Vehicle Code, 625 ILCS 5/1 et seq. and additionally adhere to the specific provisions allowing operation of golf carts and UTVs as allowed under 625 ILCS 5/11-1426.1.
- (I) Non-highway vehicle drivers must yield the right-of-way to overtaking vehicles at all times.

- (J) The maximum occupancy of non-highway vehicles traveling on City streets will be one person per bucket seat and not more than 2 persons per bench seat. No person under the age of 8 years shall be a passenger in a non-highway vehicle.
- (K) All persons operating and riding in non-highway vehicles must be properly seated and seat-belted while the vehicle is in motion.
- (L) Except as otherwise permitted under the terms of this chapter, non-highway vehicles may only be operated between sunrise and sunset.
- (M) The applicant and all listed operators must complete the Signed Waiver of Liability releasing the city and agreeing to defend, indemnify, and hold the city harmless from any and all future claims resulting from the operation or their authorized nonhighway vehicle on any city street
- (N) When the permit holder receives their yearly sticker from the clerk's office said sticker will be affixed on the bottom half of the slow-moving vehicle sign.

#### 9-15-3: Parking of Non-highway Vehicles.

- (A) Non-highway vehicles may not be parked in a manner that would impede normal and reasonable pedestrian access on a sidewalk or in any manner that would reduce the minimum clear width of a sidewalk to less than 48 inches.
- **(B)** Non-highway vehicles may not be parked in a manner that violates the Americans with Disabilities Act.
- (C) Non-highway vehicles may not be parked in a manner that would impede vehicular traffic on a street or alley.
- (D) Non-highway vehicles may not be parked in a manner that would impose a threat to public safety or security.
- (E) Non-highway vehicles may not be parked within five feet of a crosswalk or curb ramp, unless given specific permission by the city.
- (F) Non-highway vehicles that are parked in an incorrect manner must be re-parked within two (2) hours of receiving notice from the city on weekdays between 6:00 a.m. and 6:00 p.m. (excluding holidays) and within twelve (12) hours of receiving notice from the city at all other times.
- (G) Non-highways vehicles that are parked in a residential area may remain in the same location for up to forty-eight (48) hours as long as it is parked in accordance with this section.

#### 9-15-4: Permit Rules.

- (A) No person shall operate a non-highway vehicle without obtaining a permit from the Lincoln City Clerk's Office.
- **(B)** Permits shall be granted for a period of one year and will be valid May 1 through April 30.
- (C) The annual cost of a permit is \$100.00 per non-highway vehicle, to cover the costs of implementing and maintaining this ordinance and shall be paid to the City of Lincoln by the applicant. Proof of Insurance will be provided to the Clerk's Office and said insurance coverage shall be verified as in effect by the Clerk's Office when issuing and renewing a permit.
- (D) Non-highway vehicle owners must complete a permit application, which may be obtained from the City of Lincoln Clerk's Office. The completed forms will be maintained by the City of Lincoln Clerk's Office.

#### 9-15-5: Inspection and Non-Highway Vehicle License.

All authorized non-highway vehicles operated on City streets must be inspected prior to the issuance of a City Non-Highway Vehicle License. The inspection shall be performed by the Lincoln Police Department. The vehicle inspection shall be required after the first year of registration unless the Chief of Police, in the Chief's sole discretion, determines that a subsequent inspection should not be necessary.

#### 9-15-6: Enforcement.

- (A) The City of Lincoln may prosecute violators of any act constituting a violation of this ordinance. Any person who violates any provisions of this ordinance shall be guilty of an offense and shall be punished by a fine of not less than \$250.00 and not more than \$1,000.00, unless otherwise specified elsewhere in the City Code. For the first offense a fine only shall be levied, second offense will cause a one month suspension of the license, and the third offense will subject the individual the a two year ban of the permit to operate said golf cart and/or UTV. Individuals who are multiple offenders run the risk of having their non-highway vehicle impounded at the discretion of the officer at the time of the stop.
- (B) Persons having their non-highway permit revoked must submit a completed application for reinspection and reinstatement of non-highway vehicle license along with a \$250.00 reinspection and reinstatement fee if the Chief of Police opts to re-issue a permit.

#### ORDINANCE NO.

## ORDINANCE AMENDING 5-3-6 OF THE LINCOLN CITY CODE REMOVING LANGUAGE IN SUBSECTION E(2)(E)

THIS RESOLUTION is made and adopted by the CITY COUNCIL OF THE	IE CITY
OF LINCOLN, LOGAN COUNTY, ILLINOIS, at a regular meeting held in	the City
Council Chambers in said City on the day of	_, 2022
WITNESSETH:	

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

WHEREAS, the CITY OF LINCOLN has within their city code 5-3-6 that officers and firefighters can request citizens to put out fires they started, requiring them to immediately comply; and

WHEREAS, there is some concern that if the citizen attempts to comply or does extinguish the fire, that they have satisfied the requirements of the code and could no longer be issued a citation; and

WHEREAS, the CITY OF LINCOLN believes that it is in the best interests of the health and safety of the citizens of Lincoln that only those items allowed in the city code be burned, and all offenders be cited even if they put out the fire; and

WHEREAS, the CITY OF LINCOLN further desires to amend the city code to fix a typo while they are making changes to the code; and

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

- 1. That the City of Lincoln will amend 5-3-6(E)(2)(e) by removing the last sentence of said paragraph(see attached exhibit).
- 2. That the City of Lincoln will amend 5-3-6 by changing "mater" to "matter" within the first sentence (see attached exhibit)
- 3. Effective Date. That this Ordinance is effective upon immediate passage upon the same.

The vote on the adoption of this Ordinance	was as follows:
Alderman Parrott	Alderwoman Rohlfs
Alderwoman Horn	Alderman Zurkammer
Alderman Jones	Alderman Bateman
Alderman Downs	Alderman Welch
Ayes:	
Nays:	
Absent:	
Abstain:	
Passed and approved this day o	of, 2022.
	CITY OF LINCOLN,
	BY: Tracy Welch, Mayor City of Lincoln, Logan County, Illinois
ATTEST:	(SEAL)
City Clerk, City of Lincoln,	
Logan County, Illinois	

#### **EXHIBIT A**

§ 5-3-6 **Burning In City.** 

[Ord. 2014-804, 4-21-2014; amended Ord. 2020-931, 8-17-2020]

- (E) No person shall set fire to any items, whether it be leaves, rubbish, or other combustible matter within the City limits unless that burning is as follows:
  - 1. Recreational Fires: The burning of fuels for legitimate campfire recreation and cooking purposes, or in domestic fireplaces, in areas where such burning is consistent with other laws; provided, that no garbage shall be burned in such cases only firewood or materials suitable for cooking including, but not limited to, cobs, pellets, and charcoal. Garbage, building materials, and other hazardous materials are prohibited from being burned within the City of Lincoln.
    - (a) Recreational fires shall be limited in size not to exceed 36 inches in diameter.
    - (b) Recreational fires may not be started until 800 hours (8:00 a.m.) and must be extinguished by 24 hours (12:00 midnight).
    - (c) Recreational fires must be tended to at all times that flame, smoke and embers are present, with an adequate water source nearby.
  - 2. Burning Landscape Waste:
    - (a) Between April 1 through October 1 on Tuesdays, Thursdays, and Saturdays, from 8:00 a.m. until 6:00 p.m., residents of the City shall be entitled to burn landscape waste only.
    - (b) Between October 2 through March 31 on Tuesdays, Thursdays, and Saturdays, from 8:00 a.m. until four 4:00 p.m., residents of the City shall be entitled to burn landscape waste only.
    - (c) Any landscape waste that is burned pursuant to the provision hereof shall be burned until the fire is completely out, no later than the times set forth above, and shall be attended to by the individual conducting the landscape waste burn. Any burning done pursuant to the provisions hereof shall be done only on concrete or brick streets or on the citizen's property, but the location of such burning must be a minimum of 50 feet from any structure or non-building (fences, telephone poles, etc.) and tended to at all times that flames, smoke,

- and embers are present. The individual conducting the burn must have any operable hose, of sufficient size and capacity to extinguish the fire, available at the burning site at all times.
- (d) Pursuant to the provisions of this Subsection (E)2, only landscape waste may be burned and must be burned in the open and shall not be contained in any barrel or other similar device. "Landscape waste" is hereby defined as any vegetable or plant refuse except garbage and agricultural waste. The term includes trees, tree trimmings, branches, stumps, brush, weeds, leaves grass, shrubbery, and yard trimmings.
- (e) Notwithstanding anything herein contained to the contrary, any police officer or firefighter of the City of Lincoln, or the Lincoln City Code enforcement officer may require any fire being burned pursuant to the provisions hereof to be extinguished if, in his or her opinion, such fire and the related smoke therefrom are injurious to the health or safety of any other citizens of the City.
- (f) Lincoln City fire department has the right to withhold or rescind permission for any recreational or landscape burning for any reason including, but not limited to, weather, wind, or red flag conditions set by the National Weather Service and/or Logan Emergency Management.
- 3. Violation; Penalties: Any violation of this subsection shall be punishable by a fine less than \$100 for the first offense, \$200 for the second offense, and \$500 for the third offense within a calendar year. Any offense beyond the third offense in a calendar year shall result in a fine of no less than \$500.

#### 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.	City of Lincoln, IL
FARNSWORTH GROUP	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	Walt Landers
Principal Contact Typed Name	Principal Contact Typed Name
jadams@f-w.com; (309) 689-9888	wlanders@lincolnil.gov
Contact Information (e-mail, phone, etc.)	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
- 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	ς	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 Design	er III 🔍 🕏	210.00
Senior Engineering Manager / Senior Land Surveying Manager / Senior Cx Director	\$	225.00
Principal / Vice President	\$	245.00
Technical Staff	*	
Technician I		00.00
Technician II		82.00
Senior Technician / Cx Technician		105.00
Chief Technician		115.00
Chief Technician	Ş	133.00
Designer / Computer Specialist / Lead Technician		145.00
Senior Designer / Process Designer	,Ş	150.00
Process Designer / Project Tochnician / Process Designer III	Ş	155.00
Project Designer / Project Technician / Process Designer III	,	165.00
Senior Project Designer / Systems Integration Manager	Ş	180.00
Design Manager / Program Manager	,Ş	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	Ś	245.00
Units	•	
Overtime, If Required by Client – Non-Exempt Employees	Only4 25L:1	lt
Expert Testimony		ling rate
Per diem	ZXD[]]	ing rate
ATV & Trailer		oo / day
Field Vehicle	1,	1.00 / hr
Automobile mileage		5.00 / nr
Software / CAD / Revit Station.		59 / mile
Hand Held GPS		5.00 / hr
GPS Unit (each)		1.00 / hr
Environmental GPS Data Collector	\$2. *3r	2.00 / hr
Utility Locator / Robotic Total Station		oo /
Stationary Scanner (low res)   High Def Scanner / UAV	\$200.00 / 4 1 6500	o.uu / hr
Subconsultants & Other Reimbursable Expenses Related to Project*	\$500.00 / day   \$500.0	Ju / day
The state of the s	CO:	>(↑ TU%

<sup>\*</sup>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 Famsworth Group per Famsworth 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 Agraement, 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. Famsworth 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 Famsworth 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. Famsworth 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 Famsworth 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 Famsworth 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) <u>BIM Digital Files</u>. With regard to the transfer of Building Information Model (BIM) digital files, both Parties agree as follows;
- (i) Farnsworth Group will provide only those BIM files created for Client's project. There is no representation the BIM files are comprehensive or comprise a complete model of the building.
- (ii) The level of development of the model will be defined consistent with AIA Document G202-2013, as agreed by the parties. After reviewing and verifying the accuracy of the information contained within Farnsworth Group's BIM files, Client is authorized to develop its own model to a higher level of development for its own uses, but, in doing so, expressly agrees to assume all risks associated therewith.

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

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

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalies, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. Client and Famsworth 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 Famsworth Group and/or any subconsultant also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for Famsworth 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 Famsworth Group and/or any subconsultant for the additional cost of such measures. In addition, Client waives any claim against Famsworth 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 Famsworth Group and/or any subconsultant for any time spent and expenses incurred by Famsworth Group and/or any subconsultant in defense of any such claim, with such compensation to be based upon Famsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy. Further, Client recognizes that Famsworth Group and/or any subconsultant has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will Famsworth 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. Famsworth 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 Famsworth 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. Famsworth Group and/or any subconsultant will endeavor to model energy usage very closely to actual usage, but Client agrees that Farnsworth Group and/or any subconsultant will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. LEED certification and the number of LEED points awarded for energy efficiency are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

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

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

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

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

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

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

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

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

Subpoenas: Client is responsible, after notification, for payment of time charges and expenses resulting from the required response by Famsworth Group and/or any subconsultant to subpoenas issued by any party other than Famsworth 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.

118-995

## 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

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

# City of Lincoln - Oil and Chip Targets 2022

Street	From	То	Operation
Ward # 1			
Edger St	Woodlawn Rd.	Park Place	Scarif/A-2
19th St	Palmer	Oglesby	Scarif/A-2
<b>在</b> 对自己的	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
	Ogelsby	Grand	Scarif/A-2
	Grand	Union	Scarif/A-2
22nd St	Grand	Union	Scarif/A-2
23rd St	Pálmer	Oglesby	Scarif/A-2
	Oglesby	Grand	Scarif/A-2
	Grand	Union	Scarif/A-2
			Suddiny? Cas
Ward # 2			
2nd St	S Colllege	terminus	Scarif/A-2
Brd 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
			1.2
Vard # 3			
Gillett St.	Pulaski	Broadway	Scarif/A-2
Beason	Clinton	Pulaski	Scarif/A-2
Butler	Decatur	Clinton	Scarif/A-2
Sheridan	Broadway	Pekin	Scarif/A-2
	Pekin	Delavan	Scarif/A-2
/ard # 4			
utledge Ave	Nicholson Rd	Omaha	Scarif/A-2
	Omaha	Richland	A/1
	Richland	Ophir	A-1
	Ophir Ave	Feldman	A-1
chland Ave	Rutledge	Rochelle	A-1
erman	Pekin	Delavan	A-1
	Delavan	Tremont	A-1
	Tremont	Peoria	Scarif/A-2
	Peoria	Lincoln Ave	Scarif/A-2
	Lincoln Ave	Keokuk	A-1
mercial Dr	Burlington	Keokuk/STR 10	Scarif/A-2
dwell	Logan	Kankakee	Scarif/A-2
rrison	Logan	Kankakee	Scarif/A-2

