

CITY OF LINCOLN
REGULAR CITY COUNCIL MEETING
AGENDA
SEPTEMBER 19, 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.

Payment of Bills

6. **Ordinances and Resolutions**
 - A. Resolution supporting an application for an Illinois Transportation Enhancement Program (ITEP) Grant to participate in the construction of an East-West Bike and Walking Path.
 - B. Ordinance amending Section 3-24 of the City Code for additional Recreational Businesses that can operate in the City of Lincoln.
7. **Bids**
8. **Reports**
 - A. City Treasurer's Report for August, 2022
 - B. City Clerks Report for August, 2022
 - C. Department Head Reports for August, 2022
9. **New Business/Communications**
 - A. Approval of Engineering Agreement between the Farnsworth Group and the City of Lincoln for engineering services for 2022 ITEP Grant Assistance in an amount not to exceed \$5,800.00.
 - B. Approval of the expenditure of \$180,000.00 from ARPA Funds for the purpose of improving City Parks.
 - C. Approval of Mayoral Proclamation to proclaim September 19-25, 2022 as National Rail Safety Week in the City of Lincoln.
 - D. Approval of Intergovernmental Agreement between the Illinois Dept. of Natural Resources and the City of Lincoln for the upkeep of IDNR Property to Postville Courthouse.
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 cityclerk@lincolnil.gov no later than 48 hours prior to the meeting time.

RESOLUTION NO. 2022 - _____

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

WHEREAS, Whereas the City of Lincoln, herein referred to as the CITY located in Logan County in the State of Illinois, desires to participate in the construction of an East-West bike/walk path to connect residents East of Lincoln Parkway to services, schools, and hospitals located West of Lincoln Parkway and to enhance overall wellness and quality of life throughout the City; and

WHEREAS, an Illinois Transportation Enhancement Program (ITEP) grant will fund 80% of the preliminary engineering, design, and construction, with 20% to be paid for with local funds; and

WHEREAS, the ITEP grant, if awarded, would bring the East-West bike path plan to fruition; and

WHEREAS, Farnsworth on August 30, 2022 submitted a bid for engineering costs not to exceed \$5,800.00 and the City desires to accept said bid;

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

1. The City of Lincoln will accept Farnsworth bid for engineering not to exceed \$5,800.00 (See Exhibit A).
2. the City of Lincoln supports the ITEP grant application.
3. That the Mayor and City Clerk are hereby authorized and directed to approve and execute any paperwork necessary to facilitate the approval of the grant.

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

Alderman Parrott	_____	Alderman Jones	_____
Alderman Hoefle	_____	Alderman Zurkammer	_____
Alderman Hon	_____	Alderwoman Rohlf	_____
Alderman Downs	_____	Alderman Bateman	_____

Ayes: _____

Nays: _____

Absent: _____

Absent: _____

Passed and approved this ____ day 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

ORDINANCE NO. _____

AN ORDINANCE AMENDING 3-24 ADDING ADDITIONAL RECREATIONAL
BUSINESSES THAT CAN OPERATE IN THE CITY OF LINCOLN

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 Logan County, Illinois; and

WHEREAS, the CITY OF LINCOLN acknowledges that is previously passed on April 19, 2021 ordinance 2021-941 implementing within the code regulations regarding adult use recreational cannabis dispensaries to be opened in the City of Lincoln; and

WHEREAS, the CITY OF LINCOLN since the passage of the ordinance the City of Lincoln acknowledges that there are other types of recreational adult use cannabis business types that could operate within the City of Lincoln, notably craft growers, cultivation centers, transportation centers, infusers, and processing centers; and

WHEREAS, the CITY OF LINCOLN wants to allow these business types to exist within the City of Lincoln subject to the same terms as the Dispensaries that was previously passed; and

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

1. That a new 3-24-1 will be added indicating the purpose and applicability of the city code provision. (see Exhibit A)
2. That a new 3-24-2 will be added creating new definitions for recreational cannabis businesses. (See Exhibit A)
3. That a new 3-24-8-13 will be created outline stipulations for cannabis craft growers, dispensing organizations, infuser organization, processing organization, transporting organization, and disallows cultivation centers. (See Exhibit A)

4. The numbering shall be changed to reflect the new additions and the wording of existing terms will be adjusted to comport with the new definitions. (See Exhibit A)

5. Effective Date. The effective date is immediate upon the passage of the same.

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

Alderman Parrott	_____	Alderman Rohlfs	_____
Alderman Horn	_____	Alderman Jones	_____
Alderman Hoefle	_____	Alderman Zurkammer	_____
Alderman Downs	_____	Alderman Bateman	_____

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

Passed and approved this ___ day 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

3-24: RECREATIONAL ADULT USE ~~DISPENSARY~~ CANNABIS BUSINESS REGULATIONS

3-24-1: PURPOSE AND APPLICABILITY

It is the intent and purpose of this section to provide regulations regarding the cultivation, processing and dispensing of recreational cannabis occurring within the corporate limits of the City of Lincoln. Such facilities shall comply with all regulations provided in the “cannabis regulation and tax act” (410 ILCS 705), as it may be amended from time to time, and regulations promulgated thereunder, and the regulations provided below. In the event that the Act is amended, the more restrictive of the state or local regulations shall apply.

3-24-2: DEFINITIONS

RECREATIONAL CANNABIS BUSINESS ESTABLISHMENT: A recreational cultivation center, craft grower, processing organization, infuser organization, dispensing organization or transporting organization.

RECREATIONAL CANNABIS CRAFT GROWER: A facility operated by an organization or business that is licensed by the Illinois department of agriculture to cultivate, dry, cure and package cannabis and perform other necessary activities to make cannabis available for sale at a dispensing organization or use at a processing organization, per the “cannabis regulation and tax act,” (410 ILCS 705), as it may be amended from time to time, and regulations promulgated thereunder.

RECREATIONAL CANNABIS CULTIVATION CENTER: A facility operated by an organization or business that is licensed by the Illinois department of agriculture to cultivate, process, transport and perform necessary activities to provide cannabis and cannabis-infused products to licensed cannabis business establishments, per the “cannabis regulation and tax act,” (410 ILCS 705), as it may be amended from time to time, and regulations promulgated thereunder.

RECREATIONAL CANNABIS DISPENSING ORGANIZATION: A facility operated by an organization or business that is licensed by the Illinois department of financial and professional regulation to acquire cannabis from licensed cannabis business establishments for the purpose of selling or dispensing cannabis, cannabis-infused products, cannabis seeds, paraphernalia or related supplies to purchasers or to qualified registered medical cannabis patients and caregivers, per the “cannabis regulation and tax act,” (410 ILCS 705), as it may be amended from time to time, and regulations promulgated thereunder.

RECREATIONAL CANNABIS INFUSER ORGANIZATION OR INFUSER: A facility operated by an organization or business that is licensed by the Illinois department of

agriculture to directly incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis-infused product, per the “cannabis regulation and tax act,” (410 ILCS 705), as it may be amended from time to time, and regulations promulgated thereunder.

RECREATIONAL CANNABIS PROCESSING ORGANIZATION OR PROCESSOR: A facility operated by an organization or business that is licensed by the Illinois department of agriculture to either extract constituent chemicals or compounds to produce cannabis concentrate or incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis product, per the “cannabis regulation and tax act,” (410 ILCS 705), as it may be amended from time to time, and regulations promulgated thereunder.

RECREATIONAL CANNABIS TRANSPORTING ORGANIZATION OR TRANSPORTER: An organization or business that is licensed by the Illinois department of agriculture to transport cannabis on behalf of a cannabis business establishment or a community college licensed under the “community college cannabis vocational training pilot program”, per the “cannabis regulation and tax act,” (410 ILCS 705), as it may be amended from time to time, and regulations promulgated thereunder.

3-24-13: LICENSE REQUIRED

It shall be unlawful for any person to sell or to offer for sale at retail any adult recreational use marijuana within the corporate limits of the City without having first obtained a license as provided by this chapter.

3-24-24: APPLICATION FOR LICENSES

Application for such licenses shall be made to the Mayor in writing, signed by the applicant if an individual or by a duly authorized agent thereof if a club or corporation, verified by oath or affidavit, and said application shall contain the following information and statements:

- (A)** The name, age and address of the applicant in case of an individual; in the case of a copartnership, the persons entitled to share in the profits thereof; and in the case of a corporation for profit or a club, the date of incorporation, the objects for which it was organized, the names and addresses of the officers and directors; and if a majority in interest of the stock of such corporation is owned by one person or his nominees, the names and addresses of such persons; and if the business is to be run by a manager, the name and address of the manager shall also be included;
- (B)** The citizenship of the applicant, his place of birth and if a naturalized citizen, the time and place of his naturalization;
- (C)** The character of the business of the applicant; and in the case of a corporation, the objects for which it was formed;
- (D)** The length of time that said applicant has been in business of that character, or in the case of a corporation, the date on which its charter was issued;

- (E) The amount of goods, wares and merchandise on hand at the time application is made;
- (F) The location and description of the premises or place of business which is to be operated under such license;
- (G) A statement whether applicant has made similar application for a similar license on premises other than described in this application, and the disposition of such application;
- (H) A statement that applicant has never been convicted of a felony and is not disqualified to receive a license by reason of any matter or thing contained in this chapter, laws of this State, or the provisions of this Code;
- (I) Whether a previous license by any state or subdivision thereof, or by the Federal government has been revoked, and the reasons therefore;
- (J) A statement that the applicant will not violate any of the laws of the State of Illinois or of the United States, or any ordinance of the City in the conduct of his place of business; and a further statement that applicant is qualified to obtain a license to sell at adult recreational use cannabis from the State of Illinois;
- (K) A statement as to whether the applicant is a resident of the City.

Upon the filing of an application for a license to the City Council, as provided in this chapter, the City Council shall upon such, investigate the applicant for a license and shall upon such investigation, approve or reject the application by granting the license or by not granting the license; provided, however, that no such license shall be granted or refused in less than one week's time after the presentation of the application to the City Council.

3-24-35: PERSONS REFUSED LICENSE

No such license shall be issued to:

- (A) A person who is not of good character and reputation in the community in which he resides;
- (B) A person who is not a citizen of the United States;
- (C) A person who has been convicted of a felony under any Federal or State law, if the State has determined, after investigation, that such person has not been sufficiently rehabilitated to warrant the public trust;
- (D) A person who has been convicted of being the keeper or is keeping a house of ill fame;
- (E) A person who has been convicted of pandering or other crime or misdemeanor opposed to decency and morality;
- (F) A person whose license issued under this chapter has been revoked for cause;
- (G) A person who at the time of application for renewal of any license issued hereunder would not be eligible for such license upon a first application;
- (H) A copartnership, unless all of the members of such copartnership shall be qualified to obtain a license;
- (I) A corporation, if any officer, manager or director thereof or any stockholder or stockholders owning in the aggregate more than 5% of the stock of such corporation, would not be eligible to receive a license hereunder for any reason other than citizenship and residence within the political subdivision;

- (J)** A corporation, unless it is incorporated in Illinois, or unless it is a foreign corporation which is qualified under the Illinois Business Corporation Act to transact business in Illinois;
- (K)** A person whose place of business is conducted by a manager or agent, unless the manager or agent possesses the same qualifications required of the licensee;
- (L)** A person who does not beneficially own the premises for which a license is sought, or does not have a lease thereon for the full period for which the license is to be issued;
- (M)** Any law enforcing public official, including members any Mayor, Alderman, or member of the City Council or commission, any president of a village board of trustees, any member of a village board of trustees, or any president or member of a county board; and no such official shall be interested in any way, either directly or indirectly, in the manufacture, sale or distribution of cannabis, except that license may be granted to such official in relation to premises which are not located within the territory subject to the jurisdiction of that official if the issuance of such license is approved by the State of Illinois;
- (N)** A person who is not a beneficial owner of the business to be operated by the licensee;

3-24-46: NUMBER OF LICENSES

There shall only be allowed one ~~recreational adult use cannabis dispensary~~ license issued for each type of Cannabis Business as defined in 3-24-2. The Mayor shall furnish the Clerk, treasurer and Chief of Police each with a copy of the license thereof; upon the issuance of any new license, or the revocation of any old license, the Mayor shall give written notice of such action to each of the aforesaid officers within 48 hours of such action.

3-24-67: APPLICATION (NEW AND RENEWAL) FEE

The application fee for a recreational ~~adult use cannabis dispensary~~ cannabis business establishment shall be a non-refundable \$2,500.00. The yearly annual fee shall be \$2,500.00 due May 1 of each year.

3-24-8: RECREATIONAL CANNABIS CRAFT GROWER

In those zoning districts in which a recreational cannabis craft grower may be located (district C2), the proposed facility must comply with the following:

- A. Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.
- B. For purposes of determining required parking, recreational cannabis craft grower shall be classified as a retail store or service shop under chapter 11-7-4 of this code.

3-24-9: RECREATIONAL CANNABIS CULTIVATION CENTER

This form of cannabis-related business is not permitted within the City of Lincoln.

3-24-10: RECREATIONAL CANNABIS DISPENSING ORGANIZATION

In those zoning districts in which a recreational cannabis dispensing organization may be located (district C2), the proposed facility must comply with 410 ILCS 705

3-24-11: RECREATIONAL CANNABIS INFUSER ORGANIZATION

In those zoning districts in which a recreational cannabis infuser organization may be located (district C2), the proposed facility must comply with the following:

- A. Facility may not conduct any retail sales.
- B. Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.
- C. For purposes of determining required parking, recreational cannabis craft grower shall be classified as a retail store or service shop under chapter 11-7-4 of this code.

3-24-12: RECREATIONAL CANNABIS PROCESSING ORGANIZATION

In those zoning districts in which a recreational cannabis processing organization may be located (district C2), the proposed facility must comply with the following:

- A. Facility may not conduct any retail sales.
- B. Facility may not conduct any sales or distribution of cannabis other than as authorized by the Act.
- C. For purposes of determining required parking, recreational cannabis craft grower shall be classified as a retail store or service shop under chapter 11-7-4 of this code.

3-24-13: RECREATIONAL CANNABIS TRANSPORTING ORGANIZATION

This form of cannabis-related business shall adhere to all requirements as dictated in 410 ILCS 705, Article 40.

3-24-514: BAN ON CONSUMPTION AT DISPENSARY

It shall be unlawful for anyone to consume cannabis on-site at a ~~recreational adult use cannabis dispensary~~ recreational cannabis business establishment.

3-24-715: LOCATION RESTRICTIONS

No license shall be issued for any recreational adult use cannabis dispensary within 250 feet of any pre-existing church or pre-existing school within the City of Lincoln.

3-24-816: CHANGE OF LOCATION

A license shall permit the sale of recreational adult use cannabis only on the premises described in the application and license. Such location may be changed only with the written permit to make such change issued by the City Council. No change of location shall be permitted unless the proposed new location is a proper one for the sale of recreational adult use cannabis under the laws of this state and the provisions of this Code. Any such change shall be allowed only after receipt of a \$2,500.00 fee payable to the City of Lincoln.

3-24-917: HOURS, DAYS OF SALE

~~Recreational Adult Use Cannabis Dispensary~~ Cannabis Business Establishment can operate between the hours of 10 a.m. through 10 p.m. Monday through Saturday and 12:00 p.m. through 6:00 p.m. on Sunday. It shall be illegal to operate outside of those designated times.

3-24-1018: REVOCATION OF LICENSE

The City Council shall have power to grant licenses and to revoke for cause any or all licenses issued to persons for the sale of recreational adult use cannabis within the City, and they shall revoke any license for any violation of any of the provisions of this chapter or for any violation of any state law pertaining to the sale of recreational adult use cannabis. Any license issued under this chapter may be suspended or revoked by the City Council commissioner for any one of the following reasons:

- (A)** Violation of the laws of the state or of the United States, or of any of the provisions of this chapter.
- (B)** The willful making of any false statement as to a material fact in application for a license.
- (C)** Permitting any illegal, disorderly or immoral practices upon licensed premises.



PROJECT SERVICES AGREEMENT

2022 ITEP Grant Assistance

City of Lincoln

August 30, 2022

SCOPE OF PROFESSIONAL SERVICES /

SCOPE OF WORK

This Professional Services Agreement is made between Farnsworth Group, Inc. ("Farnsworth Group") and City of Lincoln, Illinois. ("Client").

Farnsworth Group's scope of work includes the services described within this proposal. We have included Engineering Services associated with an Illinois Transportation Enhancement Program (ITEP) Grant application for the 2022 ITEP funding cycle, as well as coordination with the Client.

- 1) Project Exhibit showing general footprint of improvements – 1 Total for 1 Project
- 2) Conceptual Construction Opinion of Cost Breakdown – 1 Total for 1 Project
- 3) Estimated Engineering fees to provide Phase I Planning Engineering, Phase II Design Engineering and Phase III Construction Engineering for one (1) Project. Does not include Phase I, Phase II, and Phase III Engineering Services.
- 4) Address Client review comments after Pre-Final Submittal

The Project is a new pedestrian connection from the northwest quadrant of the Lincoln Parkway and Stahlhut intersection to the northeast quadrant of the N Postville Drive and Short 11th Street intersection. The Project will include the following:

- 10'-wide paved path connecting to the existing Abraham Lincoln Memorial Hospital trail at the northwest quadrant of the Lincoln Parkway and Stahlhut intersection
- Crosswalk, island modification (curb cuts), and traffic signal modifications at Lincoln Parkway
- Drainage culvert in the ditch between Lincoln Parkway and N Postville Drive
- Crosswalk and Traffic control (stop signs) at N Postville Drive
- 10'-wide paved path to stub out and end at the northeast quadrant of the N Postville Drive and Short 11th Street intersection

The ITEP Grant application will be completed and submitted by others.

DELIVERABLES

The scope of work includes two (2) deliverables (Pre-Final and Final) of the Project Exhibit, Conceptual Construction Opinion of Cost, and Estimated Engineering Fees.

MAIN POINT OF CONTACT /

The Main Point of Contact with Farnsworth Group for this project will be:

Ms. Katherine Mulvey, PE

kmulvey@f-w.com

309.663.8435 (office)

309.251.9148 (cell)

PROFESSIONAL FEES /

Farnsworth Group, Inc. proposes to provide the described services for a Time & Materials (T&M) Not to Exceed (NTE) total fee, based on an hourly and unit cost basis per the attached Schedule of Charges, of **\$5,800.00**. Additional details regarding payment terms and related policies are included in the attached General Conditions. The fee breakdown is outlined below.

Project Exhibit	=	\$	700.00
Opinion or Probable Construction Cost and Engineering	=	\$	4,000.00
Administration and Agency Communication	=	\$	1,100.00
<hr/> Total Hourly and Direct Costs Fee	=	\$	5,800.00

PROJECT TIMELINE /

The estimated schedule for Farnsworth Group's services is as follows:

Submittal of Agreement Documents	August 30, 2022
Notice to Proceed	September 2, 2022
Pre-Final Submittal to Client	September 16, 2022
Pre-Final Comments Received from Client	September 21, 2022
Final Submittal to Client	September 26, 2022

CLIENT RESPONSIBILITIES /

The following services or items are required to be provided by Client in order to allow Farnsworth Group to complete the scope of services outlined above.

- 1) Coordination of ITEP Grant application and submittal
- 2) Availability to answer questions and provide input on suggested infrastructure improvements for the Project.

AGREEMENT /

FARNSWORTH GROUP, INC.

City of Lincoln

Signature

Ryan Uebinger, PE

Typed Name

Senior Engineering Manager

Title

Date

Signature

Typed Name

Title

Date

FARNSWORTH GROUP, INC.

Signature

Katherine Mulvey, PE

Typed Name

Engineering Manager

Title

Date



Schedule of Charges - January 1, 2022

	Per Hour
Engineering/Surveying Professional Staff	
Administrative Support.....	\$ 80.00
Engineering Associate I/Cx Specialist I.....	\$ 123.00
Engineering Associate II/Cx Specialist II.....	\$ 137.00
Engineer/Land Surveyor/Senior Cx Specialist.....	\$ 145.00
Senior Engineer/Senior Land Surveyor/Cx Project Manager.....	\$ 153.00
Project Engineer/Project Land Surveyor/Senior Cx Project Manager.....	\$ 165.00
Senior Project Engineer/Senior Project Land Surveyor/Cx Manager.....	\$ 185.00
Engineering Manager/Land Surveying Manager/Senior Cx Manager.....	\$ 210.00
Senior Engineering Manager/Senior Land Surveying Manager/Senior Cx Director.....	\$ 225.00
Principal/Vice President.....	\$ 245.00
Technical Staff	
Technician I.....	\$ 82.00
Technician II.....	\$ 105.00
Cx Technician.....	\$ 115.00
Senior Technician.....	\$ 115.00
Chief Technician.....	\$ 133.00
Designer/Computer Specialist/Lead Technician.....	\$ 145.00
Senior Designer.....	\$ 150.00
Project Designer/Project Technician.....	\$ 165.00
Senior Project Designer/Systems Integration Manager.....	\$ 180.00
Design Manager/Program Manager.....	\$ 190.00
Technical Manager.....	\$ 200.00
Senior Technical Manager.....	\$ 220.00
Architecture/Landscape Architecture/Interior Design Professional Staff	
Designer I.....	\$ 111.00
Senior Interior Designer/Designer II.....	\$ 121.00
Architect/Designer III/Project Coordinator.....	\$ 137.00
Senior Architect/Senior Project Coordinator.....	\$ 147.00
Project Architect/Project Manager.....	\$ 158.00
Senior Project Architect/Senior Project Manager.....	\$ 175.00
Architectural Manager.....	\$ 188.00
Senior Architectural Manager.....	\$ 205.00
Architecture Principal.....	\$ 225.00
Principal/Vice President.....	\$ 245.00
Units	
Overtime, If Required by Client – Non-Exempt Employees.....	Only 1.25x billing rate
Expert Testimony.....	2x billing rate
Per diem.....	\$55.00/day
ATV & Trailer.....	\$11.00/hr
Field Vehicle.....	\$15.00/hr
Automobile mileage.....	\$0.59/mile
Software/CAD/Revit Station.....	\$15.00/hr
Hand Held GPS.....	\$11.00/hr
GPS Unit (each).....	\$22.00/hr
Environmental GPS Data Collector.....	\$75.00/day
Utility Locator/Robotic Total Station.....	\$26.00/hr
Stationary Scanner (low res) High Def Scanner/UAV.....	\$300.00/day \$500.00/day
Subconsultants & Other Reimbursable Expenses Related to Project*.....	Cost+ 10%

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

CHARGES EFFECTIVE UNTIL JANUARY 1, 2023 UNLESS OTHERWISE NOTIFIED



Date: August 30, 2022
Client: City of Lincoln
Project: 2022 ITEP Grant Assistance

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

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

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

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

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

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

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

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

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

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

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

If to Client:
City of Lincoln
Attn: Tracy Welch, Mayor
700 Broadway Street
Lincoln, IL 62656
E-mail: twelch@lincoln.il.gov

If to Farnsworth Group:
Farnsworth Group, Inc.
Attn: Ms. Katherine Mulvey, PE
2709 McGraw Drive
Bloomington, Illinois 61704
E-mail: kmulvey@f-w.com

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

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

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

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

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

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

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

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

Reuse of Documents: All documents including reports, drawings, specifications, and electronic media prepared by Farnsworth Group and/or any subconsultant pursuant to the Agreement are instruments of its services for use solely with respect to this Project. Farnsworth Group and/or any subconsultant shall be deemed the authors and owners of their respective instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without specific written verification or adaptation by Farnsworth Group will be at Client's sole risk, and without liability to Farnsworth Group, and Client shall indemnify and hold harmless Farnsworth Group or any subconsultant from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting

therefrom. Any such verification or adaptation will entitle Farnsworth Group to further compensation at rates to be agreed upon by Client and Farnsworth Group.

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

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

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

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

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

Electronic Files Transfer.

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

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

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

expressly prohibited.

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

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

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

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

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

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

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

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. Client and Farnsworth Group and/or any subconsultant agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. Client and Farnsworth Group and/or any subconsultant also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for Farnsworth Group and/or any subconsultant to take immediate measures to protect human health and safety, and/or the environment. Farnsworth Group and/or any subconsultant agree to notify Client as soon as possible if unanticipated known or suspected hazardous substances or pollutants are encountered. Client encourages Farnsworth Group and/or any subconsultant to take any and all measures that in Farnsworth Group's and/or any subconsultant's professional opinion are justified to preserve and protect the health and safety of Farnsworth Group's and/or any subconsultant's personnel and the public, and/or the environment, and Client agrees to compensate Farnsworth Group and/or any subconsultant for the additional cost of such measures. In addition, Client waives any claim against Farnsworth Group and/or any subconsultant, and agrees to indemnify and hold Farnsworth Group and/or any subconsultant harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. Client also agrees to compensate Farnsworth Group and/or any subconsultant for any time spent and expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, with such compensation to be based upon Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy. Further, Client recognizes that Farnsworth Group and/or any subconsultant has neither

responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will Farnsworth Group and/or any subconsultant act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

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

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

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

Environmental Site Assessments: No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental Conditions in connection with a Subject Property. Performance of an Environmental Site Assessment is intended to reduce, but not eliminate, uncertainty regarding potential for Recognized Environmental Conditions in connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will be obtained and reviewed from outside sources, potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group is not 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 I Environmental Site Assessment Report to be disseminated to anyone beside Client, or to be used or relied upon by anyone beside Client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.

Consequential Damages: Notwithstanding any other provision of the Agreement,

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

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

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

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

ADDITIONAL LIMITATION: IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND FARNSWORTH GROUP, THE RISKS HAVE BEEN ALLOCATED SUCH THAT CLIENT AGREES THAT FOR THE COMPENSATION HEREIN PROVIDED, FARNSWORTH GROUP CANNOT EXPOSE ITSELF TO DAMAGES DISPROPORTIONATE TO THE NATURE AND SCOPE OF FARNSWORTH GROUP'S SERVICES OR THE COMPENSATION PAYABLE TO IT HEREUNDER. THEREFORE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF FARNSWORTH GROUP TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF FARNSWORTH GROUP IN PERFORMING PROFESSIONAL SERVICES SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES PAID TO FARNSWORTH GROUP BY CLIENT UNDER THE AGREEMENT, WHICHEVER IS GREATER ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST FARNSWORTH GROUP, OTHER THAN THOSE DESCRIBED IN THE

PREVIOUS SENTENCE, AND (II) ANY LIABILITY OF FARNSWORTH GROUP IN EXCESS OF THE LIMITATION. IN CONSIDERATION OF THE PROMISES CONTAINED HEREIN AND FOR OTHER SEPARATE, VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, CLIENT ACKNOWLEDGES AND AGREES THAT (I) BUT FOR THE LIMITATION, FARNSWORTH GROUP WOULD NOT HAVE PERFORMED THE SERVICES, (II) CLIENT HAS HAD THE OPPORTUNITY TO NEGOTIATE THE TERMS OF THE LIMITATION AS PART OF AN "ARMS-LENGTH" TRANSACTION, (III) THE LIMITATION AMOUNT MAY BE LESS THAN THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE REQUIRED OF FARNSWORTH GROUP UNDER THE AGREEMENT, (IV) THE LIMITATION IS MERELY A LIMITATION OF, AND NOT AN EXCULPATION FROM, FARNSWORTH GROUP'S LIABILITY AND DOES NOT IN ANY WAY OBLIGATE CLIENT TO DEFEND, INDEMNIFY OR HOLD HARMLESS FARNSWORTH GROUP, (V) THE LIMITATION IS AN AGREED REMEDY, AND (VI) THE LIMITATION AMOUNT IS NEITHER NOMINAL NOR A DISINCENTIVE TO FARNSWORTH GROUP PERFORMING THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE.

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

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

FROM: Tony Zurkammer and Kevin Bateman, Alderman
Ashley Metelko, Administrative Assistant

MEETING DATE: September 13, 2022

RE: Update of City Parks – Remaining Approval amount \$180,000.00

Background:

We are about to start the equipment updates on Melrose Park in the beginning of October. All of the other supplies ordered for Melrose Park, have been received and are sitting at the Street & Alley dept.

We are looking to move forward with the plans for the other parks here soon but first we need to bring the other 3 parks up to code in regard to the amount of mulch that is required in the playground area. We would like to get the remaining amount of \$180,000.00 approved by council so we can continue to move forward and make all the updates necessary.

As a reminder, these updates are being funded through the American Rescue Plan Act (ARPA).

Council Recommendation:

City Council to vote at regular city council meeting on September 19, 2022.

**Proclamation
National Rail Safety Week**

WHEREAS, 2,148 rail grade crossing collisions resulted in 658 personal injuries and were responsible for 238 fatalities in the United States during 2021; and

WHEREAS, 1,151 trespassing incidents have occurred in the United States resulting in 528 pedestrians being killed and another 623 injured while trespassing on railroad property rights of way during 2021; and

WHEREAS, educating and informing the public about rail safety, reminding the public that railroad right of ways are private property, enhancing public awareness of the dangers associated with highway rail grade crossings, ensuring pedestrians and motorists are looking and listening while near railways, and obeying established traffic laws will reduce the number of fatalities and injuries; and

WHEREAS, the International Association of Chiefs of Police, National Operation Lifesaver, United States Department of Transportation, and all local, state, county, and railroad law enforcement officers, first responders, and railroad corporations commit to partnering together in an effort to educate at a national level all aspects of railroad safety, to enforce applicable laws in support of National Rail Safety Week;

THEREFORE, I, _____ (Name), _____ (Title), do hereby attest my full support proclaiming September 19th to 25th, 2022, National Rail Safety Week and I encourage all citizens to recognize the importance of rail safety education.

(Name)

(Title)

(City)



MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Walt Landers, Street Superintendent

MEETING

DATE: September 13, 2022

RE: **Intergovernmental Agreement with Illinois Department of Resources for the Upkeep of IDNR Property (Postville Courthouse)**

Background

Lincoln Street Department staff have maintained the grounds of the Postville Courthouse for several years without any compensation from Illinois Department of Natural Resources (IDNR).

Analysis/Discussion

I have been in contact with Mathew Mittelstaedt who is a Site Manager for IDNR and oversees the Postville Courthouse regarding compensation for the work city staff does to maintain the grounds at the courthouse. On April 30, 2021, I provided an itemized proposal to the IDNR, totaling \$3000.00 annually and it has finally been approved. IDNR has provided an Intergovernmental Agreement for the council's approval and to be signed by Mayor Welch.

Fiscal Impact

Reimbursement of \$3,000.00 to cover labor and fuel cost.

COW Recommendation

Approve Intergovernmental Agreement and place on the Agenda for the September 19, 2022, Regular Council Meeting.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
ILLINOIS DEPARTMENT OF NATURAL RESOURCES
AND
THE CITY OF LINCOLN, ILLINOIS, FOR THE
UPKEEP OF IDNR PROPERTY**

This Intergovernmental Agreement (hereinafter "Agreement") is entered into the ____ day of _____, 2022 between the **Illinois Department of Natural Resources** (hereinafter "IDNR") and the **City of Lincoln**, a unit of local government of the State of Illinois (hereinafter "City"). The effective date of this Agreement shall be the date the last signature is affixed to same. IDNR and the City may be referred to as the "Parties" in the plural or as a "Party" in the singular.

Recitals:

WHEREAS, IDNR is responsible for managing, conserving, and protecting Illinois' natural, recreational and cultural resources, furthering the public's understanding and appreciation of those resources, and promoting the education, scientific understanding, and public safety of Illinois' natural resources for present and future generations; and

WHEREAS, IDNR operates Postville State Historic Site (hereinafter "Postville") and owns the land on which Postville sits, including structures on the land, including, but not limited to, the courthouse and shed

WHEREAS, IDNR and the City have enjoyed a positive relationship for a number of years as related to the Postville Site, a relationship that has benefitted both Parties and visitors to Postville; and

WHEREAS, IDNR is currently using the Postville site as an interpretive tourist location to bring to the public an aspect of history; and

WHEREAS, IDNR desires to have the City provide basic lawn mowing, trimming and upkeep to the Postville grounds and surrounding area; and

WHEREAS, the City, through its Mayor, has expressed the City's willingness to assist IDNR with the mowing, trimming and upkeep of the Postville grounds for and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*,

authorizes and encourages cooperative agreements between units of Illinois' state and local governments; and

WHEREAS, the City is authorized to enter into this Agreement by official action of its duly-constituted city council. A copy of the ordinance approving this official action shall be attached to this Agreement and made a part of same; and

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, and in the spirit of intergovernmental cooperation, the IDNR and the City agree as follows:

Agreement:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein and made a part of this Agreement.
2. **Term.** This Agreement shall commence of the _____ day of _____, 2022 (determined by the date on which the last signature is affixed hereto) and run until the _____ day of _____, 20__.

3. **Responsibilities of the City.**

The City:

(A) agrees to mow and trim between April 15 of each year to October 31 of the following year and provide a spring and fall cleanup of the site

4. **Responsibilities of IDNR**

IDNR:

(A) agrees to pay the City \$3000.00 annually for the mowing and maintenance of the property as described herein, to be billed on or around July 1 of each year as follows (mowing \$2250.00, spring cleanup \$250.00, fall cleanup \$500.00)

5. **Access to the Leased Area/Notice.** The City will have access to the IDNR property to perform the activities herein
6. **Cooperation.** If the IDNR or the City has reason to believe that a violation of this Agreement has occurred or is occurring, written notice thereof specifying in detail the violation and the facts supporting the claim shall be served upon the party to this agreement that allegedly committed or is permitting such violation to occur. The IDNR and the City agree to act in good faith and to cooperate with each

other to resolve any disputes which may arise in the performance of this Agreement.

7. **Indemnification.** As related to this Agreement and the performance thereunder, the City agrees to indemnify, release, defend and hold harmless the State of Illinois and the IDNR, its officers, employees, agents, invitees, licensees, and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements, investigations by any local, state or federal regulatory agency, inquiries, judgments, findings, costs and expenses and reasonable attorneys' fees (including the reasonable value of time spent by the Illinois Attorney General's Office) and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Illinois and/or the IDNR related to or arising from (1) any breach of this Agreement, (2) any negligent, intentional or wrongful act or omission of the City, its employees or any agent, contractor or subcontractor utilized or employed by the City to perform under this Agreement or (3) the City's performance or attempted performance of any right, duty or obligation under this Agreement. The foregoing indemnification obligation shall survive the termination of this Agreement.
8. **Insurance Coverage.** During the term of this Agreement and any extensions thereof, the City shall procure and maintain policies of commercial general public liability insurance with contractual liability coverage for the agreements of indemnity provided for under this Agreement and a broad form general liability endorsement protection of not less than \$1,000,000 under a combined single limit of coverage insuring the IDNR and the City from all claims, demands or actions for injury to or death of any person or persons and for damage to property made by, or on behalf of, any person or persons, firm or corporation, arising from, related to or connected with the activities of the City at the Leased Area, as described herein.
9. **Controlling Law.** The terms and conditions of this Agreement shall be construed in accordance with and are subject to the laws of the State of Illinois. Any claim against IDNR arising under this Agreement shall be filed exclusively with the Illinois Court of Claims pursuant to the Illinois Court of Claims Act, 705 ILCS 505/1 *et seq.* IDNR shall not enter into binding arbitration to resolve any contract dispute. IDNR does not waive sovereign immunity by entering into this Agreement.
10. **Compliance with Laws.** City agrees that it will comply with all existing and future laws, statutes, ordinances, codes, regulations and orders of governmental authorities in the performance of its duties and obligations hereunder. Any permits and/or licenses necessary to perform under this Agreement will be identified, secured and paid for by the City.

11. **Severability.** If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.
12. **Assignment.** This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Party. This Agreement shall inure to the benefit of and shall be binding upon IDNR and the City and their respective successors and permitted assigns.
13. **Conflicts/Control.** In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or administrative rule(s), the relevant statute(s) or rule(s) shall control.
14. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.
15. **Notices.** All notices given under this Agreement shall be in writing and shall be either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours coupled with the mailing of the original in the U.S. Mail on the same day, postage prepaid, or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and deposited in the United States Mail. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United State Postal Service. Notices shall be served at the following addresses:

If to IDNR:

Illinois Department of Natural Resources
Office of Land Management
Historic preservation Sites Division

Attn: K. Michael Norris, Sites Manager
One Natural Resources Way
Springfield, Illinois 62702
Facsimile: 217-524-4177

With a copy to:

Illinois Department of Natural Resources
Attn: Office of Legal Counsel
One Natural Resources Way
Springfield, Illinois 62702
Facsimile: 217-782-7616

If to the City:

City of Lincoln
Attn: Tracy Welch, Mayor
700 Broadway Street
Lincoln, Illinois 62656
217-735-2815

16. **Headings or Captions.** The headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.
17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart.
18. **Renewal.** This Agreement may be renewed for additional terms by mutual consent of the Parties, expressed in writing and signed by the Parties.
19. **Amendments.** This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.
20. **Incorporation by Reference.** The exhibits, if any, attached hereto are hereby incorporated into this Agreement by reference and expressly made a part of same.

21. **Termination.** IDNR may terminate this Agreement at any time, for cause or for no cause, by providing the City a 30-day written notice.

IN WITNESS THEREOF, the Parties have entered into this Agreement as of the _____ day of _____, 2022. (The effective date of this Agreement shall be the date the last signature is affixed to same.)

ILLINOIS DEPARTMENT OF NATURAL RESOURCES

BY: _____
Colleen Callahan, Director Date _____

CITY OF LINCOLN

BY: _____
Tracy Welch, Mayor Date _____



LINCOLN STREET DEPARTMENT

Lincoln Municipal Services Building
313 Limit St. Lincoln, IL 62656
streetsdept@lincolmil.gov
(217) 732-4655

4/30/21

Postville Courthouse Grounds Maintenance

- Spring Cleanup \$250.00
- Mowing and Trimming 4/15/21 through 10/30/21 \$2250.00
- Fall Cleanup \$500.00
- Total for 2021 \$3000.00
- Any forestry work would be based on time and material