

CITY OF LINCOLN
REGULAR CITY COUNCIL MEETING
AGENDA
JANUARY 3, 2023
7:00 PM

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Public Participation**
5. **Official Oath of Office** Joseph Meister Chief of Police
Matt Comstock Deputy Police Chief
Tim Butterfield Sergeant
6. **Recognition of Lincoln Fire Fighter Savannah Conrady for accomplishment at Fire Academy**
7. **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 November 29, 2022 committee of the Whole Meeting, December 13, 2022 Committee of the Whole Meeting, December 19, 2022 Regular City Council Meeting.
8. **Ordinances and Resolutions**
Ordinance Amending Section 6-4-24 of the Lincoln City Code.
9. **Bids**
10. **Reports**
11. **New Business/Communications**
 - A. Approval of Funding Agreement between the Logan County Tourism Bureau and the City of Lincoln for the period beginning January 1, 2023 and ending December 31, 2023.
 - B. Approval of Structural Improvement Grant to Rio Grande in an amount not to exceed \$7,500.00 (contingent upon a City Lease Agreement issued to Rio Grande).
 - C. Approval of issuing a R.F.P. for professional engineering services for the City of Lincoln.
 - D. Approval of installation of a new drain line along Harrison Street from Kankakee Street to Ottawa Street at a cost not to exceed \$22,648.00.
12. **Announcements**
13. **Possible Executive Session**
14. **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@lincoln.il.gov no later than 48 hours prior to the meeting time.

COMMITTEE OF THE WHOLE MEETING

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

Tuesday, November 29, 2022

The Committee of the Whole Meeting of the City Council of Lincoln was called to order by Mayor Tracy Welch at 7:01 p.m., with proper notice given. City Clerk Peggy Bateman called roll.

Present:

Alderman Rob Jones, Ward 1
Alderman Steve Parrott, Ward 1
Alderman Tony Zurkammer, Ward 2
Alderman Sam Downs, Ward 2
Alderman Kevin Bateman, Ward 3
Alderdwoman Wanda Lee Rohlf, Ward 3
Alderdwoman Kathy Horn, Ward 4
Alderman Rick Hoefle, Ward 4

Staff Present:

Peggy Bateman, City Clerk
Chuck Conzo, City Treasurer
Matt Vlahovich, Police Chief
Walt Landers, Streets Superintendent
Ben Roland, Assist Fire Chief

Remotely:

Wes Woodhall, Building and Safety Officer
Andrew Bowns, Veolia Water, Project Manager

Absent:

John Hoblit, City Attorney
Bob Dunovsky, Fire Chief

Presiding:

Mayor Tracy Welch

Public Comment:

There is no one present for public comment.

Recognition of Lincoln Fire Fighter Savannah Conrady for accomplishment at Fire Academy

This item will be pulled and moved to the next meeting due to Chief Dunovsky being out sick.

Request for additional funds for Mayfair Park

Administrative Assistant Ashley Metelko shared with the council that during her research for this park, the equipment for the inclusion park in Mayfair will cost more. The park committee is requesting \$100,000.00 more. She shared the price list with the council. This park will be a full inclusive park. The closest park that will have a park similar to this park is Springfield. The park will be fully fenced in for the safety of special needs individuals.

Alderman Downs would like to see a larger capacity wheelchair swing for disabled adults. There is interest among the council to add some inclusive equipment to Postville Park.

This item with the additional funding will be placed on the regular agenda.

Ordinance authorizing the Sale of Excess Personal Property

Discussion was had regarding the stop lights that were removed from the downtown area. Several council members were in favor of their removal. Alderwoman Rohlf was not in favor and would have liked the opportunity to vote on the removal before it happened. Parts to fix the lights were obsolete. By removing the lights, the city is saving \$600-700 a month in electrical charges.

There was also discussion and interest to remove the bump outs in the downtown area. Superintendent Landers cautioned that it wouldn't be so easy to remove the bump outs. There are sidewalks around the square that need replaced and storefront entrances that aren't ADA compliant. Once they tear in to the concrete, they must be replaced to comply with ADA.

This item will be placed on the regular agenda.

Resolution abating the tax heretofore for the year 2022 to pay Debt Service on \$2,285,000.00 General Obligation Bonds Series 2014.

This bond will be paid by the TIF fund and by General Fund transfers
This item will be placed on the regular agenda.

Resolution abating the tax heretofore for the year 2022 to pay Debt Service on \$5,285,000.00 General Obligation Bonds Series 2014.

This bond will be paid by the Sewer O&M fund. This bond is almost paid for. Final payment is in Dec 2023.
This item will be placed on the regular agenda.

Resolution abating the tax heretofore for the year 2022 to pay Debt Service on \$3,270,000.00 General Obligation Bonds Series 2018.

This will expire Dec 2031. This is for the restoration for Jefferson St School.
This item will be placed on the regular agenda.

Tax Levy for 2022

The CPI is 5%. The council could raise taxes as high as 5%. Treasurer Conzo does not recommend increasing it that high. He gave examples of the revenue with 1%, 2%, 3%. There is also the option not to raise taxes, however Treasurer Conzo advised that by choosing to not raise will put the city further behind for Fire/Police pensions.

There was interest in not raising the taxes at all.
Alderman Downs made a suggestion to post the Tax Levy with a 1% tax increase. The item can be amended to a different percentage.
This item will be placed on the regular agenda for December 19th. Along with a Public Hearing.

Resolution from Ameren Inc. through Volkert Inc. requesting of easement to fortify their Fogerty-Kickapoo line.

This was brought to the council about a month ago. There was concern with the size of the easement that runs along the landfill between Lincoln Parkway and the landfill property. The easement is being proposed so that Ameren can complete vegetation control. Mr Landers asked them to reduce the size

of the easement. Ameren marked out the size they would need and Mr. Landers was in agreement. Ameren will pay the city \$6,500 for the easement. This item will be placed on the regular agenda.

Announcements:

- Christmas Parade is this Thursday at 6:30pm
- Lincoln Youth Wrestling Railer Rumble wrestling tournament this Sunday at the High School. Start time is 9am
- Tourism will have coffee and hot chocolate during/after the parade
- Marsha Fernandes and Spud Newhouse will be the parade grand marshals.
- New signs have been placed at the entrances to the city showcasing the recent track accomplishments by the High School.
- Hometown Christmas this Saturday at Lincoln Christian Church

Adjournment:

There being no further discussion to come before the City Council of Lincoln, Alderman Hoelfe motioned to adjourn, seconded by Alderman Parrott. All were in favor. Mayor Welch adjourned the meeting at 8:28 p.m.

Respectfully Submitted By:

Charity Hutchison, Recording Secretary

COMMITTEE OF THE WHOLE MEETING

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

Tuesday, December 13, 2022

The Committee of the Whole Meeting of the City Council of Lincoln was called to order by Mayor Tracy Welch at 7:01 p.m., with proper notice given. City Clerk Peggy Bateman called roll.

Present:

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

Staff Present:

Peggy Bateman, City Clerk
Chuck Conzo, City Treasurer
John Hoblit, City Attorney
Bob Dunovsky, Fire Chief
Walt Landers, Streets Superintendent
Joe Meister, Deputy Police Chief
Andrew Bowns, Veolia Water, Project Manager

Remotely:

Wes Woodhall, Building and Safety Officer

Absent:

Matt Vlahovich, Police Chief

Presiding:

Mayor Tracy Welch

Public Comment:

There is no one present for public comment.

5th Street Road Project Discussion

Bryce with Hanson Engineers, project manager for the 5th St Road Project
Ambra Knox with CMT, assisted in obtaining the right of way for the 5th St Road Project

There are ongoing negotiations with 4 parcels. There are 21 parcels have temporary construction easements that were purchased for this project that have expired or will expire before this project gets to a letting status. These easements will need to be renegotiated and possibly repurchased. The land acquisitions have taken longer than normal due to the city not wanting to utilize eminent domain.

Due to inflation, the cost for the 5th Street Road project will now cost approx. \$8 million dollars. Up from \$3-4 million. After learning that amount increase, Mayor Welch reached out to Treasurer Conzo. He researched that acquiring a bond for this project for 20 years will have an annual payment of \$600,000.00.

Any state funding used by the city will need to be repaid back to the State of Illinois if the project does not moved forward.

There was some interest within the council to address the drainage issue around Westminster and Canterbury Lane and then just add 5th Street road to the resurfacing targets for next year. The property around Westminster and Canterbury has been purchased by the City to address the issue.

Mayor Welch asked the Council how they wanted to proceed. Do they want to end the project that involves Hansen and CMT and do an internal project? He cautioned the council that IDOT is getting very impatient with this project.

Superintendent Landers will take a few weeks to put a Plan b together and Treasurer Conzo will look to see if financially possible to make Plan a work.

This will be brought back to a later COW.

Pay application #22 from Plocher Construction Company for the CSO Project

This pay app is for \$74,383.39. Final testing cannot be performed until it rains.

This item will be placed on the regular agenda.

Resolution approving the content of Certain Executive Session Meeting Minutes

The council will review the minutes

This item will be placed on the regular agenda.

New appointment for Diversity and Inclusion Commission

Mario Cannon and Peter Ahart are potential members to be appointed to the Diversity and Inclusion Commission. Mayor Welch will meet with each person before the voting meeting next week.

This item will be placed on the regular agenda.

Appointment of Detective/Sergeant Matthew Comstock to Deputy Chief of Police

Deputy Chief Meister provided the council with a memo as to why he chose Matt Comstock. He asked the council if they had any questions, they did not.

This item will be placed on the regular agenda.

RAS Pumps 3 & 4 Replacement

One pump was in the budget to replace this year knowing it was reaching the end of its life. An additional pump failed and the cost to fix it exceeds the price of a new one purchased four years ago. The total bid is \$47,240.00.

This item will be placed on the regular agenda.

Residential Sewer payment annual 10% discount

Now that the CSO project is coming to an end, discussion was had to bring back the 10% discount for sewer bills. The 10% discount option will only be available during the February billing cycle, when the first bill with new rate begins. Your account must be current and there will be no exceptions.

This item will be placed on the regular agenda.

Announcements:

There were no announcements

Adjournment:

There being no further discussion to come before the City Council of Lincoln, Alderman Hoelfe motioned to adjourn, seconded by Alderman Downs. All were in favor. Mayor Welch adjourned the meeting at 8:24 p.m.

Respectfully Submitted By:

Charity Hutchison, Recording Secretary

REGULAR CITY COUNCIL MEETING

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

Monday, December 19, 2022

The Regular Meeting of the City Council of Lincoln was called to order by Mayor Welch at 7:06pm, with proper notice given. City Clerk Peggy Bateman called roll.

Present:

Alderman Rob Jones, Ward 1
Alderman Steve Parrott, 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
Bob Dunovsky, Fire Chief
Andrew Bowns, Veolia Water, Project Manager
Joe Meister, Deputy Police Chief

Remotely:

Wes Woodhall, Building and Safety Officer

Absent:

Walt Landers, Streets Superintendent
Matt Vlahovich, Police Chief

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 November 21, 2022 Regular City Council Meeting, December 5, 2022 Regular City Council Meeting

Alderman Downs 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 Steve Parrott, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlfs, Alderwoman Kathy Horn, Alderman Tony Zurkammer

Nays: (0)

Abstain: (1) Alderman Kevin Bateman

Absent: (0)

Mayor Welch moved to other items on the agenda.

Ordinances and Resolutions:

A. Tax Levy Ordinance 2022-995 for 2022

Alderman Downs made the motion to approve, Alderman Parrott seconded. Mayor Welch called for discussion.

This item was previously set at a 1% increase.

Alderman Hoefle made the motion to amend the item to change the tax levy from 1% to a flat rate of 0%, Alderman Zurkammer seconded. Mayor Welch called for discussion

Alderman Downs felt the increase was needed or was open to other ways to help fund the fire/police pension funds.

Several alderman felt with inflation already pretty high, this was not the time to increase property taxes and create even more of a burden on homeowners.

Treasurer Conzo needed the amended motion to be worded differently to say exclude the bond issue.

Alderman Hoefle and Alderman Zurkammer rescinded their motion and second.

Alderman Hoefle made the motion to amend the item to change the tax levy from 1% to a 0% flat rate increase and to exclude the bond issue. Alderman Zurkammer seconded. There being no other discussion, City Clerk Bateman called the roll on the amendment.

Yeas: (5) Alderman Rob Jones, Alderman Rick Hoefle, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Tony Zurkammer

Nays: (3) Alderman Sam Downs, Alderman Steve Parrott, Alderwoman Wanda Lee Rohlfs

Abstain: (0)

Absent: (0)

City Clerk Bateman called roll on the item as amended.

Yeas: (5) Alderman Rob Jones, Alderman Rick Hoefle, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Tony Zurkammer

Nays: (3) Alderman Sam Downs, Alderman Steve Parrott, Alderwoman Wanda Lee Rohlfs

Abstain: (0)

Absent: (0)

B. Resolution 2022-467 approving the Content of Certain Executive Session meeting minutes.

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

Yeas: (8) Alderman Rob Jones, Alderman Steve Parrott, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlf, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Tony Zurkammer

Nays: (0)

Abstain: (0)

Absent: (0)

C. Ordinance 2022-996 amending Section 7-8-1-14 of the Lincoln City Code.

Alderman Bateman made the motion to approve, Alderman Hoefle seconded. Mayor Welch called for discussion.

The only month this savings is offered is the month of February. You also need to call the Clerk's office and let them know that you plan to utilize the 10% or have questions. Flyers will be in the January and February bills.

There being no other discussion, City Clerk Bateman called the roll.

Yeas: (8) Alderman Rob Jones, Alderman Steve Parrott, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlf, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Tony Zurkammer

Nays: (0)

Abstain: (0)

Absent: (0)

Mayor Welch moved on to other items on the agenda.

Reports

A. City Treasurer's Report for December, 2022

General Fund balance is very favorable. However, keep the 7% inflation in mind.

Police/Fire Pensions have been consolidated. Reports may be delayed

Sales tax – close to the amount from a month ago.

Motor Fuel tax – same as a year ago

Video gaming – has been steady at about \$37,000 - \$38,000

B. City Clerks Report for December, 2022

\$344,720.38 was received in sewer payments for the month of September. \$6,704.32 was received from one of the prisons.

C. Department Head Reports for December, 2022

These reports are either on file or will be soon.

Mayor Welch moved to other items on the agenda.

New Business/Communications:

A. Approval of Contractor's Payment Application No. 22 for CSO Improvements through December 9, 2022 from Plocher Construction Co. in an amount not to exceed \$74,383.39.

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

Yeas: (8) Alderman Rob Jones, Alderman Steve Parrott, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Tony Zurkammer

Nays: (0)

Abstain: (0)

Absent: (0)

B. Advise and Consent to Mayoral Appointments of Peter Ahart and Mario Taylor to the Diversity and Inclusion Commission.

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

Yeas: (8) Alderman Rob Jones, Alderman Steve Parrott, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Tony Zurkammer

Nays: (0)

Abstain: (0)

Absent: (0)

C. Advise and consent to the appointment of Detective Sergeant Matthew Comstock to Deputy Chief of Police effective January 1, 2023.

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

Yeas: (8) Alderman Rob Jones, Alderman Steve Parrott, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Tony Zurkammer

Nays: (0)

Abstain: (0)

Absent: (0)

D. Approval of the replacement of RAS Pumps #3 and #4 for the Sewer System in an amount not to exceed \$51,964.00.

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

Yeas: (8) Alderman Rob Jones, Alderman Steve Parrott, Alderman Sam Downs, Alderman Rick Hoefle, Alderwoman Wanda Lee Rohlfs, Alderman Kevin Bateman, Alderwoman Kathy Horn, Alderman Tony Zurkammer

Nays: (0)

Abstain: (0)

Absent: (0)

Announcements:

- Mayor Welch turned the floor over to Alderman Downs who has a time sensitive item. The city was approached by an agency called The Coalition, That agency consists of the Salvation Army, Unity Point Healthcare, Central Illinois Veterans Commission, and SIU School of Medicine. The Coalition has the opportunity to apply for a grant (deadline is 12/30/22) but need a location purchased or leased in their name to meet grant

requirements. They plan to apply for their 501c3. They'd like the City to purchase the property from Lincoln College and lease it to The Coalition.

Each affiliation will offer their services for various individuals. Mental Health assistance, veterans housing, shelter options and detox.

As The Coalition get on their feet, they ask that the city pay for the insurance and utilities for the first year. That cost is estimated at \$100,000 a year.

The council is very concerned about the asbestos in the building. The council would like a mold and asbestos inspections done before they make a decision.

There was concern from department heads for who would be responsible for the upkeep. Deputy Chief Meister suggested that the coalition have their own security. In his experience, facilities like this have fighting and problems between the residents.

There will be a special voting meeting on Dec 27th prior to the Committee of the Whole meeting for this item.

- The solar farm that has already been built will need an agreement extension. They are waiting on certain work from Ameren. This item will be placed on the agenda for the Special Voting Meeting on Dec 27th.
- With Police Chief Vlahovich retiring, the city is needing to remove him from the State Bank credit card and add Joe Meister, the new Police Chief effective January 1st, 2023, to the account as a card user. The bank is requiring meeting minutes to document this change. The change does not require a council vote. The council was in favor.
- Installation of the new windows at City Hall has begun.

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 9:09 p.m.

Respectfully Submitted By:

Charity Hutchison, Recording Secretary

ORDINANCE NO.

ORDINANCE AMENDING 6-4-24 OF THE LINCOLN CITY CODE

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 _____, 2023, WITNESSETH:

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

WHEREAS, the CITY OF LINCOLN acknowledges that the State of Illinois has passed Cannabis Regulation and Tax Act authorizing the sale of adult use marijuana come January 1, 2020; and

WHEREAS, the CITY OF LINCOLN amended 6-4-24 to bring city code within state statute guidelines, and further desires to amend 6-4-24 to bring it further within state requirements; and

WHEREAS, specifically the City of Lincoln desires the City Code to reflect that possession of less than 30 grams of cannabis shall be a violation of city code for only those less than 21 years of age, a violation be created for those who possess cannabis in excess of 30 grams, a violation be created for those transport cannabis not in its proper vacuum sealed container, and a clean-up of the language to reflect statutory guidelines;

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 6-4-24 (D) and (E) to add language that only those less than 21 years of age can be cited for possession of less than 30 grams of cannabis (see attached exhibit).

2. That the City of Lincoln will create a new 6-4-24 (F) to include violations for individuals who have 30 grams or more of cannabis in their possession. (see attached exhibit).

3. That the City of Lincoln will create a new 6-4-24 (G) to make the transportation of cannabis illegal provided it is within its proper vacuum sealed container. (see attached exhibit).

4. That the remaining letters coming after the new 6-4-24 (G) will have their letter moved up to reflect their new place within the City Code (see attached exhibit).

5. That the City of Lincoln will amend 6-4-24 (B), and what is currently (F) now (H) after amendment, by removing language “plant, propagate, cultivate, grow, harvest” (see attached exhibit)

6. That the City of Lincoln will amend 6-4-24 what is currently (I) now (K) after amendment by adding the word “synthetic” before the word cannabis in the last sentence of the paragraph (see attached exhibit).

7. That the City of Lincoln will amend 6-4-24 what is currently (K) now (M) after amendment by striking the language “Legally Acquired Cannabis”, “who purchase cannabis at a certified adult use cannabis dispensary or medical use cannabis dispensary”, “have within their home”, and “from a dispensary to ones own home” (see attached exhibit)

8. That the City of Lincoln will amend 6-4-24 what is currently (L) now (N) after amendment to reflect the new section letters along with penalties being added for transportation of cannabis and possession in excess of 30 grams (see attached Exhibit).

9. Effective Date. That this Ordinance is effective upon passage of the same.

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

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

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Passed and approved this ____ day of _____, 2023.

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

6-4-24: CANNABIS, SYNTHETICS, AND PARAPHERNALIA:

(A) Definitions: All defined terms used in this section which are not expressly defined herein shall have the meaning ascribed to such term in the Illinois controlled substances act or the Illinois cannabis control act. As used in this chapter, unless the context otherwise requires:

CANNABIS: Shall have the meaning ascribed to it in section 3 of the Illinois cannabis control act, as if that definition were incorporated herein.

CONTROLLED SUBSTANCES: Shall have the meaning ascribed to it in the Illinois controlled substances act, as if that definition were incorporated herein.

DELIVER OR DELIVERY: The actual, constructive or attempted transfer of possession, with or without consideration, whether or not there is an agency relationship.

DRUG PARAPHERNALIA: 1. All equipment, products and materials of any kind which are used, intended for use or assigned for use, in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body, a controlled substance in violation of the Illinois controlled substances act. It includes, but is not limited to:

(a) Kits used, intended for use or designed for use in manufacturing, compounding, converting, producing, processing of controlled substances.

(b) Isomerization devices used, intended for use or designed for use in increasing the potency of any species of plant which is a controlled substance.

(c) Testing equipment used, intended for use or designed for use in identifying or in analyzing the strength, effectiveness or purity controlled substances.

(d) Scales and balances used, intended for use or designed for use in weighing or measuring controlled substances.

(e) Diluents and adulterants, such as quinine, hydrochloride, mannitol, mannite, dextrose and lactose used, intended for use or designed for use in cutting controlled substances.

(f) Blenders, bowls, containers, spoons and mixing devices used, intended for use or designed for use in compounding controlled substances.

(g) Capsules, balloons, envelopes and other containers used, intended for use or designed

for use in packaging small quantities of controlled substances.

(h) Containers and other objects used, intended for use or designed for use in storing or concealing controlled substances.

(i) Hypodermic syringes, needles and other objects used, intended for use or designed for use in parenterally injecting controlled substances into the human body.

(j) Objects used, intended for use or designed for use in ingesting, inhaling or otherwise introducing controlled substances as defined by the Illinois Controlled Substances Act.

2. In determining whether an object is drug paraphernalia, a court or other authority considers, in addition to all other logically relevant factors, the following:

(a) Statements by an owner or by anyone in control of the object concerning its use.

(b) Prior convictions, if any, of an owner or of anyone in control of the object, under any state or federal law relating to any controlled substance.

(c) The proximity of the object in time and space to direct violation of this chapter.

(d) The proximity of the object to controlled substance.

(e) The existence of any residue of controlled substances on the object.

(f) Direct or circumstantial evidence of the intent of an owner or of anyone in control of the object to deliver it to persons whom he or she knows or should reasonably know intend to use the object to facilitate a violation of the Illinois controlled substances act. The innocence of an owner or of anyone in control of the object as to a direct violation of the Illinois controlled substances act shall not prevent a finding that the object is intended for use or assigned for use as "drug paraphernalia".

(g) Instructions, oral or written, provided with the object concerning its use.

(h) Descriptive materials accompanying the object which explain or depict its use.

(i) National and local advertising concerning its use.

(j) The manner in which the object is displayed for sale.

(k) Whether the owner or anyone in control of the object is a legitimate supplier of like or related items to the community, such as a licensed distributor or dealer of tobacco products.

(l) Direct or circumstantial evidence of the ratio of sales of the object(s) to the total sales of the business enterprise.

(m) The existence and scope of legitimate uses for the object in the community.

(n) Expert testimony concerning its use.

MANUFACTURER: The production, preparation, propagation, compounding, conversion or processing of cannabis, either directly or indirectly, by extraction from substances of natural origin, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and includes any packaging or repackaging of cannabis or labeling of its container; except, that manufacturer does not include the preparation, compounding, packaging or labeling of cannabis as an incident to lawful research, teaching or chemical analysis and not for sale.

PERSON: Any individual, corporation, government or governmental subdivision or agency, business trust, estate, trust, partnership or association, or any other entity.

PRODUCE OR PRODUCTION: Planting, cultivating, tending or harvesting.

PRODUCT CONTAINING A SYNTHETIC ALTERNATIVE DRUG: Any product containing a "synthetic cannabinoid", as the term is defined herein, or a drug that is misbranded or falsely advertised as a product containing a synthetic alternative drug.

PUBLIC PLACE: Any place that is not a residence from which an individual has a reasonable expectation of privacy. In order to have a reasonable expectation of privacy one must not be easily observable to the general populace (i.e. in the front yard, front porch, in a road facing attached garage with the door open, etc.)

STATE: Includes the state of Illinois and any state, district, commonwealth, territory, insular possession thereof, and any area subject to the legal authority of the United States of America.

SYNTHETIC CANNABINOID: Any compound that functions similar to the active ingredient in marijuana, tetrahydrocannabinol (THC), including, but not limited to, any quantity of a natural or synthetic material, compound, mixture, preparation, substance and their analog (including isomers, esters, ethers, salts, and salts of isomers) containing a cannabinoid receptor agonist.

(B) Unlawful Use Or Possession Of Drug Paraphernalia: It is unlawful for any person to use or to possess with intent to use drug paraphernalia to ~~plant, propagate, cultivate, grow, harvest,~~ manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body, a controlled substance in violation of the Illinois controlled substances act.

(C) Unlawful Use Of Cannabis: It is unlawful for any person to consume cannabis in any public place, within a residence or housing that is federally assured, or on property/place where one can be viewed by the public. Furthermore use of cannabis is not permitted in the presence of minor children even in a private residence.

(D) Possession Of Not More Than Ten Grams Of Cannabis: It is unlawful for any person under 21 to knowingly possess not more than ten grams (10 g) of any substance containing cannabis.

(E) Possession Of Not More Than Thirty Grams Of Cannabis: It is unlawful for any person under 21 to knowingly possess more than ten grams (10 g) and not more than thirty grams (30 g) of any substance containing cannabis.

(F) Possession of More than 30 Grams of Cannabis:

- (a) It is unlawful for any Illinois Resident to knowingly possess more than thirty grams (30 g) of cannabis flower, 5 grams of cannabis, and 500 milligrams of THC contained in a cannabis-infused product.
- (b) It is unlawful for any Non-Illinois Resident to knowingly possess more than fifteen grams (15 g) of cannabis flower, 2.5 grams of cannabis, and 250 milligrams of THC contained in a cannabis-infused product.

(G) Transportation: No driver or passenger may possess cannabis within any area of any motor vehicle upon a highway in this State except in a secured, sealed or resealable, odor-proof, child-resistant cannabis container that is inaccessible.

~~(F)~~ (H) Delivery Or Intent To Deliver Drug Paraphernalia:

1. Prohibited Generally: It is unlawful for any person to deliver, possess with intent to deliver or manufacture with intent to deliver drug paraphernalia knowing, or under circumstances where one reasonably should know, that it will be used to ~~plant, propagate, cultivate, grow, harvest,~~ manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, inject, inhale or otherwise introduce into the human body, controlled substance in violation of the Illinois controlled substances act.

~~(G)~~ (I) Advertising Drug Paraphernalia: It is unlawful for any person to place in any newspaper, magazine, handbill or other publication any advertisement knowing, or under circumstances where one reasonably should know, that the purpose of the advertisement, in whole or in part, is to promote the sale of objects designed or intended for use as drug paraphernalia.

~~(H)~~ (J) Sale Or Delivery Of A Synthetic Alternative Drug: It is unlawful for any person to sell, offer for sale, publicly display for sale or attempt to sell, give, deliver, or barter any product containing a synthetic alternative drug.

~~(I)~~ (K) Possession Of A Synthetic Alternative Drug: It is unlawful for any person to knowingly possess or deliver a product containing a synthetic alternative drug with the intent of using the product for ingestion, consumption, inhaling, or intravenous use. In determining intent under this division, a trier of fact may take into consideration, among other things: the proximity of the product to drug paraphernalia; the presence of the product on or within drug paraphernalia; and whether or not the individual in possession of the product is exhibiting physical effects commonly associated with being under the influence

of synthetic cannabis.

~~(J)~~ (L) Manufacture: It shall be unlawful for any person to manufacture, or assemble the ingredients with the intent to manufacture, a product containing a synthetic alternative drug. In determining intent under this division, a trier of fact may take into consideration, among other things: the proximity of the product or ingredients to drug paraphernalia; the presence of the product or ingredients on or within drug paraphernalia.

~~(K)~~ (M) Exceptions for legally acquired Cannabis: As of January 1, 2020 for Illinois residents over the age of 21 who purchase cannabis at a certified adult use cannabis dispensary or medical use cannabis dispensary they may have within their home no more than 30 grams of cannabis flower, 5 grams of cannabis concentrate, or 500 milligrams of THC contained in a cannabis-infused product. Non-Illinois residents over the age of 21 may have 15 grams of cannabis flower, 2.5 grams of cannabis, and 250 milligrams of THC contained in a cannabis-infused product.

The above described cannabis possession exceptions may be consumed in the privacy of a residence or housing, provided that the residence or housing is not federally assured (i.e. public housing). Use of legally acquired cannabis is not permitted in a public space. Home consumption is only permitted where one has a reasonable expectation of privacy. Examples of home consumption not permitted is out in ones yard where there is not a fence to block the view from the public, in an attached garage with the door open, in a detached garage, etc.

Transportation of cannabis flower, cannabis concentrate, or cannabis infused products from a dispensary to ones own home is permitted provided the product is properly sealed in an order proof and child proof sealed container.

~~(L)~~ (N) Penalties:

1. Any person found to be in violation of subsection (C), ~~of this section or subsection (D)~~, or (G) of this section shall be subject to a minimum fine of two hundred fifty dollars (\$250.00) and a maximum fine of five hundred dollars (\$500.00).
2. Any person found to be in violation of subsection (B), (E), ~~(F), (G), or (H)~~ (H), (I), or (J) of this section shall be subject to fine of not less than seven hundred fifty dollars (\$750.00) for each violation thereof.
3. Any person found to be in violation of subsection ~~(I) or (J)~~ (F), (K), or (L) of this section shall be subject to a fine of not less than five hundred dollars (\$500.00) and not more than seven hundred fifty dollars (\$750.00) for each violation thereof.
4. Each violation of this section, or every day a violation continues to exist, shall constitute a new and separate violation.

~~(M)~~ (O) Special Fund: One-half ($1/2$) of all fines and penalties received under the foregoing subsections of this section shall be placed in a special fund. The fund shall be used as directed by the city council from time to time for the enforcement and prevention of alcohol and drug abuse by minors and others in the city. The remaining one-half ($1/2$) of said monies shall be deposited in the city police fund. (Ord. 2016-856, 9-19-2016)



101 N Chicago St | Lincoln, IL 62656 | 217.732.8687

Funding Agreement
between
City of Lincoln and Logan County Tourism Bureau

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

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

APPENDIX A- EXECUTIVE DIRECTOR DUTIES



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Duties include, but are not limited to:

Committee Management

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

Program of Work Development and Accomplishments

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

Finances

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

General Office Administration

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

Public Relations/Customer Service

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



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

Physical Requirements

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

Personal Requirements

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



Signed:

X _____ Date: _____
Tourism Bureau Signature

X _____ Date: _____
City of Lincoln Signature

MEMORANDUM

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

Background:

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

STRUCTURAL IMPROVEMENT GRANTS:

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

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

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Walt Landers, Street Superintendent

MEETING

DATE: December 27, 2022

RE: **City Engineer – Request for Proposals**

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

Details of the RFP timeline are as follows:

1. Council provides direction on RFP-C.O.W. 12/27/22
2. Advertisement published the week of 1/4/23
3. Proposals due-1/20/22
4. Top candidate interviews, Week of 1/30/23
5. Award of contract-City Council Meeting 2/21/23

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

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

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

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

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

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

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

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

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

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

OBJECTIVE

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

ENGINEER GENERALLY

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

ENGINEER'S SPECIFIC DUTIES

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

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

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

ENGINEER RESPONSIBILITIES

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

A. Personnel, Materials, and Equipment:

- a. The engineer must possess an Illinois professional license as a Civil Engineer (Illinois State Board of Examiners for Engineering and Land Surveying [ISBEELS] in accordance with Illinois Compiled Statutes).
 - b. The engineer shall have a minimum of five (5) years' experience as a Civil Engineer preferably in municipal engineering and at least three (3) years of senior engineering level experience in a supervisory position.
 - c. The engineer shall provide qualified and competent personnel and shall furnish all supplied, equipment, tools, and incidentals required to accomplish assigned work. Materials and supplies shall be of good quality and suitable for all work.
 - d. The engineer shall demonstrate the ability to direct the work of others, ability to establish and maintain effective working relationships with employees and the public and have the ability to communicate effectively verbally and in writing.
 - e. The engineer shall have the ability to effectively prioritize projects and have possess the capacity to ensure work is completed in a timely and cost-sensitive manner.
 - f. The engineer shall demonstrate extensive knowledge of civil engineering and engineering survey and design; working knowledge of drafting, thorough knowledge of public works construction, and working knowledge of engineering computer applications including but not limited to geographic information systems and computer aided design.
- B. ***Safety Equipment:*** The engineer shall provide and use all safety equipment including but not limited to hard hats, safety vests, and clothing required by state and federal regulations and department policies and procedures.
- C. ***Professional Responsibilities:*** The engineer shall perform the work using the standards of care, skill, diligence normally provided by a professional in the performance of such services in respect to similar work and shall comply with all applicable codes and standards.

PROPOSAL CONTENTS

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

Proposal shall include the following information:

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

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

CRITERIA FOR SELECTION

- A. ***Understanding of Requested Services***
 - a. This relates to the basic or preliminary understanding of the requested services. Is there a clear and concise understanding of the services based on existing information? Is there a general description of the role and chief issues to be addressed?
- B. ***Engineer's Capabilities***
 - a. The response should address the following:
 - i. Similar services performed within the last three (3) years that best characterize work quality and cost control.
 - ii. Acknowledgement of each type of engineering services requested and provide information on capabilities to perform each type of work.
 - iii. Internal procedures and/or policies related to work quality and cost control.
 - iv. Management and organizational structure.
 - v. Other ongoing projects that may affect availability for this work.
 - vi. Availability to perform work for the duration of the project.
- C. ***Engineer (or Project Team)***
 - a. Relating to the engineer (or in the case of a firm, the project principal, project manager, and key staff) and how well does the individual's/firm's qualifications and experience relate to the requested services:
 - i. Extent of engineer/principal involvement.
 - ii. Current on-going work assignments, project types, and location of key members.
 - iii. If from a firm: Names of key members performing the work, their responsibilities, and relevant qualifications/experience.
 - iv. Experience with similar projects and interdisciplinary engineering teams.
 - v. List of five (5) references for similar work projects completed within the past three (3) years.
- D. ***Resources***

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

PROPOSAL EVALUATION AND SELECTION

- A. **Review**

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

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

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

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

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

AGREEMENTS, CONTRACTS, AND ASSIGNMENTS

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

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

Contractual positions shall include no supervisory responsibilities.

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

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

A. *Contract*

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

B. *Contract Term*

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

EXHIBIT A

SAMPLE MASTER SERVICES AGREEMENT

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

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

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

NOW THEREFORE, the parties agree as follows:

- 1. INCORPORATION OF RECITALS.** That the recitals as herein above set forth are incorporated herein verbatim and are hereby made a part of this Agreement.
- 2. SERVICES/COMPENSATION.** From time to time ENGINEER will perform services as specifically listed on a work order (the “Work Order”), the form of which is attached and incorporated herein as Exhibit A, for the compensation listed on the Work Order and upon the terms stated in this Agreement. The services shall commence and be performed for the time period set forth in the Work Order. Such compensation shall be due and payable within thirty (30) days of the receipt by the CITY of an accurate invoice unless the City is reliant on outside entities to provide all or any portion of that compensation. In such case compensation to ENGINEER shall be payable within thirty (30) days of the CITY’s receipt of such compensation from that outside entity.
- 3. CONFIDENTIALITY.** A. The parties expressly acknowledge that in the course of their performance hereunder, they may learn or have access to certain confidential, patent, copyright, business, trade secret, proprietary, or other like information or products of the other party or of third parties, including but not limited to the other party’s vendors, consultants, suppliers, or customers. Anything in the Agreement to the contrary notwithstanding, the parties expressly agree that they will keep strictly confidential any such information that they learn.
B. ENGINEER agrees to not use the CITY’s or the CITY’s third party information for its own benefit or the benefit of any person besides the CITY.
- 4. PERFORMANCE STANDARDS.** ENGINEER expressly warrants to the CITY that it has the ability and expertise to perform its responsibilities hereunder and in doing so shall use the highest standards. CITY shall have the right to reject any of ENGINEER’s employees whose qualifications, in CITY’s judgment, cannot meet the standards hereunder.
- 5. INFRINGEMENT INDEMNIFICATION.** ENGINEER at its own expense shall defend and hold CITY fully harmless against any action asserted against CITY (and specifically including costs and reasonable attorneys’ fees associated with any such action) to the extent that it is based on a claim that use of any product or services licensed by or provided to CITY under this agreement infringes any patent, copyright, license, or other proprietary right of any third party.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ENGINEER)

CITY OF LINCOLN

Signature

Signature

Printed or Typed Name

Printed or Typed Name

Title

Title

Date

Date

EXHIBIT B

WORK ORDER

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

SERVICES:

Services Topic:

Objective of Services:

Activities to be performed:

Type and Description of Materials to be developed/provided:

TIMELINE:

Commencement Date:

Days Necessary to Complete:

Completion Date:

COMPENSATION:

Payment schedule:

Total Fee:

INVOICING:

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

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

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

ENGINEER

CITY

For Review Purposes Only

Signature

Signature

Printed or Typed Name

Printed or Typed Name

Title

Title

Date

Date



CITY OF LINCOLN, ILLINOIS

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

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

To: Mayor and Aldermen of the City of Lincoln

From: Andrew Bowns and Walt Landers

Meeting Date: December 27, 2022

RE: Kankakee and Harrison Drainage Line

Background

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

Analysis/Discussion:

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

Fiscal Impact:

Pipe: \$5,324

Rock: \$1,872

Sand: \$218

Concrete: \$3,250

Asphalt: \$3,200

Structure: \$4,725

Misc.: \$2,000

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

Council Recommendation:

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

CITY COUNCIL

FIRST WARD
STEVE PARROTT
ROB JONES

SECOND WARD
TONY ZURKAMMER
SAM DOWNS

THIRD WARD
KEVIN BATEMAN
WANDA ROHLFS

FOURTH WARD
RICK HOEFLE
KATHY HORN



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

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

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

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

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

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

CITY COUNCIL

FIRST WARD
STEVE PARROTT
ROB JONES

SECOND WARD
TONY ZURKAMMER
SAM DOWNS

THIRD WARD
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WANDA ROHLFS

FOURTH WARD
RICK HOEFLE
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