

CITY OF LINCOLN
COMMITTEE OF THE WHOLE MEETING
AGENDA
MAY 23, 2023
CITY HALL COUNCIL CHAMBERS
7:00PM

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Public Participation**
- 4. Request to Permit from The Hunt Foundation to close 300 Block of Decatur and 300 Block of McLean from 1:00 p.m. – 9:00 p.m.**
- 5. Request to Permit from Lincoln Community High School for Homecoming Parade Friday, September 15, 2023 at 2:30 p.m. to close streets Wyatt to Kickapoo to Square.**
- 6. Economic Development Commission Grant Approvals. Upon approval from the Economic Development Commission May 19, 2023.**
- 7. Lincoln Police Department and Lincoln Community High School Resource Officer Contractual Agreement for the 2023-2024 School Year.**
- 8. Lincoln Police Department and Lincoln Elementary School District #27 School Resource Officer Contractual Agreement for the 2023-2024 School Year.**
- 9. New Wheel Loader and Backhoe Lease.**
- 10. Special Use permit for Mixed Use Occupancy 200th 5th Street. Upon approval from the Planning Commission on May 25, 2023. Special voting session Tuesday, May 30, 2023.**
- 11. Fifth Street Roadway Improvements Supplemental Engineering Agreement.**
- 12. Announcements**
- 13. Possible Executive Session**
- 14. Adjournment**
- 15. Upcoming Meetings:** City Council Meeting: Monday, June 5, 2023 at 7:00 PM
Committee of the Whole Meeting: Tuesday, June 13, 2023 at 7:00 PM

REQUEST TO PERMIT EVENT WITH STREET CLOSURE
Must Have Council Approval

MAY 16 2023

Date(s) of Event: 6/19/2023 A copy of this form must be available at the event **RECEIVED**

Please describe below your request for use of City Property.

Description of Event (including participating merchants, vendors, exhibitors, and units, etc.)
A celebration of unity, which includes family friendly entertainment, activities, and resources. The festival is comprised of vendors, speakers, entertainment and more.

Location of Event Property: (Address Utilized Space) (Scully Park) 303 S. Kirkwood St., Lincoln IL 62105

Items occupying street space utilized: Vendors, Food Trucks, Bounce Houses

Date(s) and time(s) for usage of Property: 6/19/2023 1:00PM - 9:00 PM.

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

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

If closed, which streets and blocks? 300 Block Decatur St.
300 Block of S. McLean St. ~~Clinton St. Jct.~~
Closed from 1:00 a.m./p.m. until 9:00 a.m./p.m. (circle a.m. or p.m.)

If different times on different days, please specify. N/A
Does this street normally have access to a permitted parking lot? Specify, No

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

Business/Organization/Sponsor Name: The Hunt For Foundation
Contact Name: Jennifer Hunt Email: huntforfoundation@gmail.com
Address: P.O. Box 171, Lincoln, IL 62105 Signature: [Signature]
Phone: Business: 501(c)3 Cell: 443-224-3990

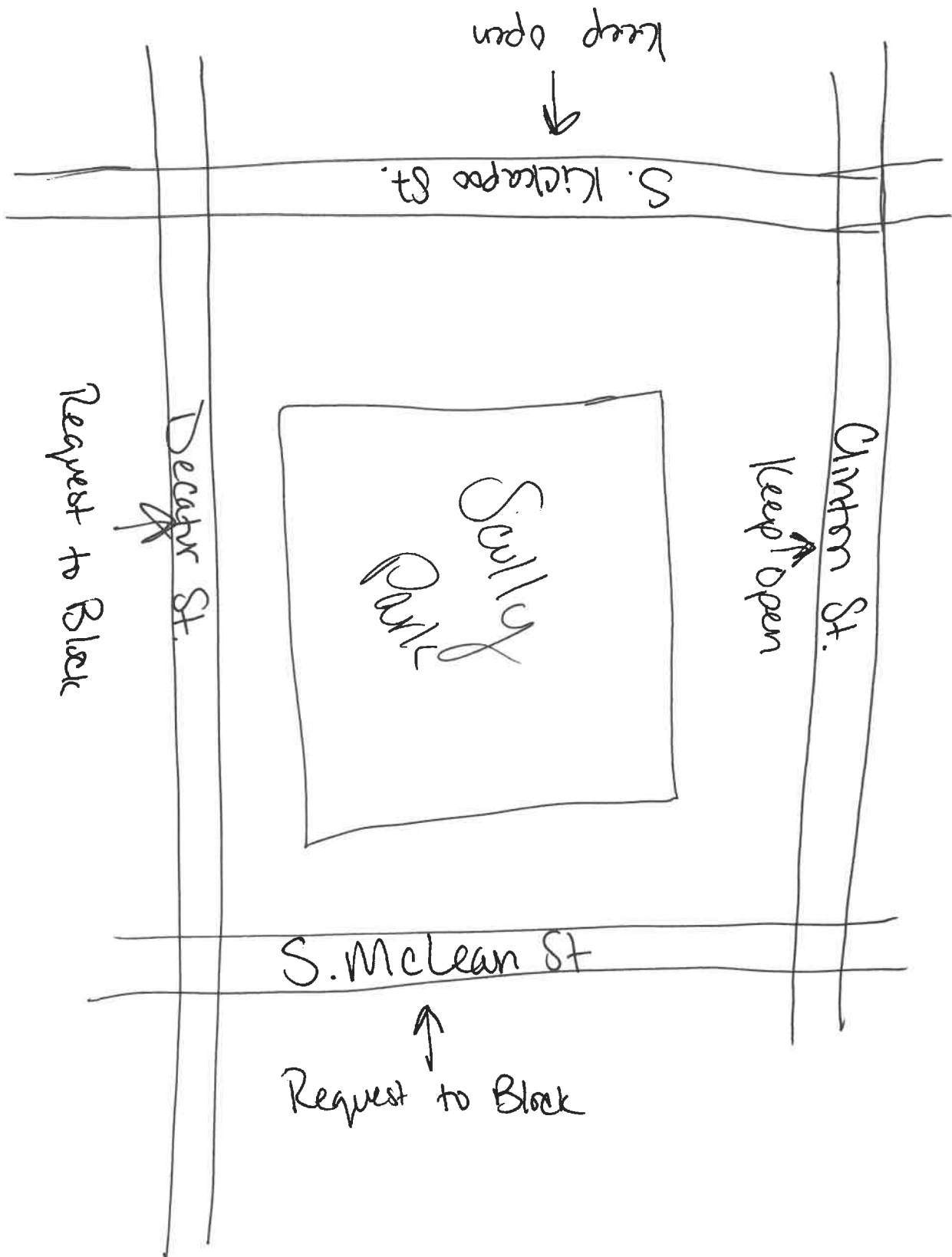
APPROVED: (signatures)

Police Department: _____ Mayor: _____
Fire Department: [Signature] Vote: Council Approval ___ Yeahs ___ Nays
Street Department: [Signature] Date: _____

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

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

* Signs will be in yard not on city rightaway



THE CITY OF LINCOLN

Date Received MAY 02 2023

REQUEST TO PERMIT EVENT WITH STREET CLOSURE

RECEIVED

Must Have Council Approval

Date(s) of Event: September 15, 2023 A copy of this form must be available at the Event!

fax: 732-3145

Please describe below your request for use of City Property.

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

LCMS would love to have the Homecoming Parade Friday, September 15, 2023 at 2:30 pm. The parade will proceed down Wyatt Ave, turn right onto Kickapoo Street, right onto Broadway Street, and continue around the Courthouse square.

Location of Event Property: (Address Utilized Space) Wyatt Ave -> Kickapoo -> Broadway Street -> around square

Items occupying street space utilized: parade vehicles

Date(s) and time(s) for usage of Property: September 15, 2023 2:30 pm

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

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

If closed, which streets and blocks? Wyatt -> Kickapoo -> square

Closed from 2:15 a.m./(p.m) until 3:15 a.m./(p.m) (circle a.m. or p.m.)

If different times on different days, please specify.
Does this street normally have access to a permitted parking lot? Specify, _____

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

Business/Organization/Sponsor Name: LCMS -> have on file already
Contact Name: Chris Hammer / Rachel Jording Email: chammer@lchsrailers.org
Address: 1000 Railer Way Signature: [Signature]
Phone: Business: 217-232-4131 Cell: 217-433-2038

APPROVED: (signatures)
Police Department: [Signature] Mayor: [Signature]
Fire Department: [Signature] Vote: Council Approval _____ Years _____ Nays
Street Department: [Signature] Date: _____

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

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



CERTIFICATE OF LIABILITY INSURANCE

OP ID: LW

DATE (MM/DD/YYYY)

10/03/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ramza Insurance Group - 713 713 North Bloomington Streator, IL 61364 Craig Ramza II	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: LINCO-4														
INSURED Lincoln CHSD #404 1000 Railer Way Lincoln, IL 62656	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : MIC Wright Specialty</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : MIC Wright Specialty		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WYVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CND-IL-EPP-12417-000	10/01/2022	10/01/2023	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY		<input checked="" type="checkbox"/>	CND-IL-CAP-12418-000	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS							\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS							\$
								\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CND-IL-EXL-12420 000	10/01/2022	10/01/2023	EACH OCCURRENCE	\$ 5,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		<input checked="" type="checkbox"/>				AGGREGATE	\$ 5,000,000
	DEDUCTIBLE							\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/>	N/A			E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Lincoln is listed as an Additional Insured in regards to use of all city grounds, streets, and facilities for any and all LCHS events as their interest may appear

CERTIFICATE HOLDER <div style="text-align: right;">CTYLINC</div> CITY OF LINCOLN CITY HALL CITY CLERK'S OFFICE P.O. BOX 509 LINCOLN, IL 62656	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Craig Ramza II
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MEMORANDUM

TO: Mayor and City Council Members
FROM: Ashley Metelko, Administrative Assistant
MEETING DATE: May 23, 2023
RE: Economic Development Commission Grant Approvals

Background:

On May 19, 2023, the Economic Development Grant Commission met and approved the following applications:

STRUCTURAL GRANTS:

Logan County Genealogical & Historical Society – 114 N. Chicago Street

- *Roof Repairs*

Amount approved by Economic Development Commission: \$7,500.00

Big Shot Properties – 720 N Sherman Street

- *Removal of 2 overhead doors, framing and trim work.*

Amount approved by Economic Development Commission: \$7,500.00

Big Shot Properties – 1112 Keokuk Street

- *Removal and replacement of 3 overhead doors*

Amount approved by Economic Development Commission: \$7,500.00

American Family Insurance/Jenny Abbott – 407 Pulaski Street

- *Removal/replacement of windows*

Amount approved by Economic Development Commission: \$3,350.00

Lincoln Police Department and Lincoln Community High School

School Resource Officer

Contractual Agreement

THIS AGREEMENT is entered in this 15th day of May, 2023, by and in between the City of Lincoln, Lincoln Police Department (hereinafter referred to as "LPD") and Lincoln Community High School District #404 (hereinafter referred to as "School District").

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. **Purpose.** This agreement establishes and delineates the mission of the School Resource Officer Program, herein after to as the SRO Program, as a joint cooperative effort. The agreement formalizes relationships between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between Police Officers and the youth of our community, help ensure the safety of high school students, in addition to reducing crime committed by juveniles and young adults.

2. **Mission.** The mission of the SRO Program is the reduction and prevention of the school related violence and crime committed by juveniles and young adults. This is accomplished by assigning a Lincoln Police Officer as a SRO to Lincoln Community High School on a permanent basis. The SRO Program accomplishes this mission by creating and maintaining safe, secure and orderly learning environments for students, teachers and staff. The SRO will establish trusting channels of communication with students, parents and teachers. The SRO will serve as a positive role model to instill in students good moral standards, good judgment, respect for other students and a sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better informed and effective citizens, empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law.

3. **Organizational Structure.**

A. **Composition.** The SRO (School Resource Officer) Program will consist of one (1) full-time Lincoln Police Officer who is an Illinois Training and Standards Board Certified Police Officer and meets all requirements as set forth by the Lincoln Police Department Policies and Procedures.

B. **Supervision.** The day-by-day operational and administrative control of the SRO Program will be the responsibility of the Lincoln Police Department in cooperation with Lincoln Community High School administrators. Responsibility for the conduct of the SRO personnel, both personally and professionally, shall remain with the Lincoln Police Department. The School Resource Unit is assigned to the Administrative Division of the Lincoln Police Department.

On a daily basis, the School Resource Officer will collaborate with school and district administration on many issues, including the disposition of various situations they may encounter. The SRO will report to the school's administrators; however their ultimate responsibility is to carry out their duties as police officers, as expressed and interpreted through the Lincoln Police chain of command.

- C. **Employee Status.** LPD and the assigned officer shall have the status of an independent contractor with respect to the School District for purposes of this Agreement. The officer assigned to the School District shall be considered to be an employee of the LPD and shall be subject to its control and supervision. The assigned officer will be subject to current procedures in effect for certified police officers. The parties agree that no person supplied by the School District to accomplish the goals of this Agreement is a LPD employee and that no right under LPD employment, retirement, or personnel rules accrue to such person, and the parties agree that no person supplied by the Lincoln Police Department to accomplish the goals of this Agreement is a School District employee and that no rights under school district employee, retirement, or personnel rules accrue to such person.

4. **Procedures.**

- A. **Concept.** The SRO Program shall utilize the SRO Triad concept as set forth by NASRO (National Association of School Resource Officers). The SRO Triad concept generally means that the officers assigned to the program are law enforcement officers, law-related counselors and instructors for law enforcement topics. SROs are first and foremost law enforcement officers for the responsibilities of a police officer and shall remain at all times under the control, through the chain of command, of the Lincoln Police Department. All acts of commission or omission shall conform to the Lincoln Police Department Policy and Procedures. SROs are enforcement officers in regards to criminal matters only and not enforcers of school regulations. SROs are not school disciplinarians and should not assume this role.

The SRO will report directly to the Lincoln Police Department supervisor in connection with the assignment of law enforcement instruction and normal law enforcement duties. The SRO is not a formal counselor, and will not act as such, however, they are to be used as law-related resources to assist students, faculty, staff, and all persons involved with the School District.

The SRO is to be used as an instructor of law enforcement topics, and will provide instruction when the School District requests it under the supervision of a certified teacher. The SRO can instruct on a variety of law enforcement subjects to students and staff, including alcohol and drug education. The SRO may use this instruction to build rapport between the students and the staff while under the supervision of a certified teacher.

B. Duties. Lincoln Police Department responsibilities of the SRO will include, but not be limited to:

1. To enforce criminal law and protect the students, staff and public at large against criminal activity;
2. Provide information concerning questions about law enforcement topics to students and staff;
3. Speak to students on a variety of law enforcement related topics including, but not limited to, narcotics, safety, public relations, occupational training, leadership and life skills when the School District requests it under supervision of a certified teacher;
4. Coordinate investigation procedures between Police and school administrators;
5. Provide law-enforcement issue related counseling to students, staff and faculty as needed;
6. Provide interior and exterior security recommendations;
7. Facilitate school safety drills as required by law;
8. Handle initial police reports of crime committed on school grounds;
9. Take law enforcement action on criminal matters when appropriate;
10. Wear an approved police uniform at all times or other apparel approved by the Lincoln Police Department;
11. Attend school special events as assigned by the Lincoln Police Department.

C. Enforcement. Although the SRO has been placed in formal educational environment, they are not relieved of the official duties as an enforcement officer. Decisions to intervene formally will be made when it is necessary to prevent a criminal act or a criminal act has been discovered. Citations may be issued and/or arrests may be made when appropriate and in accordance with police department standard operating procedures.

5. Equipment and Working Conditions.

A. LPD Responsibilities. LPD shall provide one (1) SRO officer who has or shall be trained as a school resource officer. Each officer shall be a fully equipped non-probationary Lincoln Police Officer in good standing.

B. School District Responsibility. The school District shall provide the SRO the following materials and facilities, which are deemed necessary to the performance of the SROs duties:

1. The SRO shall be provided a full time office that is air-conditioned, heated, properly lighted, and private, which shall contain a telephone and broadband networking lines, large enough for four persons to sit comfortably, which may be used for general business purposes;
2. A location for files and records, which can be properly locked and secured;
3. A desk with drawers, 4 chairs, and filing cabinet;
4. Access to and encouragement of classroom participation by the SRO;

5. Opportunity for the SRO to address teachers and school administrators about the SRO Program, goals and objectives.

C. **Reporting of Serious Crimes.** If an investigation uncovers evidence of serious crime as defined in state law or federal law, the school official shall notify the SRO, the student's parent/guardian, and the appropriate school personnel.

6. **Time and Place of Performance.** LPD will endeavor to have the SRO available for duty at the assigned school each day that school is in session during the regular school year. LPD is not required to furnish substitute officers on days when the regular SRO is absent due to authorized leave, Police Department training requirements, or as serious situations arise. LPD will provide a substitute officer for the SRO when there is an available officer, at the Chief of Police's discretion. The Chief of Police at all times maintains the authority to assign an officer to other duties, whether on a temporary basis or a permanent basis.

7. **Evaluation.** It is mutually agreed that the School District shall evaluate annually the SRO program and the performance of the SRO with forms developed jointly by the parties. The evaluation shall be shared with the Chief of Police. It is further understood that the School District evaluation of the officer is advisory only and that the Lincoln Police Department retains the final authority to evaluate the performance of the SRO. The SRO will provide a monthly activity report to the School District and Chief of Police prior to the School District Board monthly meeting.

8. **Reimbursement.** The School District shall reimburse the Lincoln Police Department for the partial cost of one (1) officer for the program. Accordingly, the cost set forth herein is the total cost to be paid by the District and is not calculated on an hourly basis or actual time basis but for the program as a whole.

The School District shall pay an annual cost of **\$40,000.00** (half of cost of an officer) for the 2023-2024 school years. The payments may be made payable in twelve monthly installments in the amount of \$3,333.33 or in full by the end of this agreement. Those payments will be sent to the City Clerk of Lincoln, 700 Broadway, Lincoln, IL. 62656. Annual costs covers half for health insurance, liability insurance, and workman compensation insurance. LPD will be responsible for any overtime costs.

9. **Insurance and Indemnification.** LPD agrees to hold the School District, its agents and employees free, harmless and indemnified from and against, any and all claims, suits or causes of actions, arising from or in any way, out of the performance of the duties of the SRO officers. The School District agrees to the extent allowed by law to hold LPD, its agents and employees free, harmless and indemnified from and against, any and all claims, suits or causes of actions arising from or in any way of the performance of School District employees.

10. **School Records and Non-Disclosure.** LPD and the School District recognize that the Family Educational Rights and Privacy Act (20 U.S.C. 1232g, et. seq.) ("FERPA") and the Illinois School Student Records Act (105 ILCS 10 et. seq.) ("ISSRA") impose substantial limitations upon

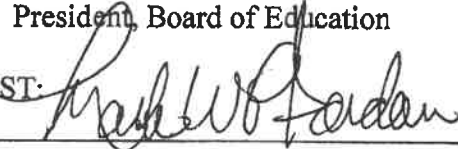
the circumstances under which student record information may be disclosed to persons who are not the student's parents/guardians or employees of the School District. This Agreement shall be construed only so as to permit lawful disclosure by the School District of student record information to police officers assigned to the District by LPD. In accordance with ISSRA, the SRO will be trained and certified by the Illinois Law Enforcement Training and Standards Board as a Juvenile Officer, whose assignment and official duty as SRO includes the investigation and disposition of crimes and offenses that may have been committed by juvenile offenders. The SRO shall abide by all applicable laws, regulations and rules concerning restrictions on disclosure and re-disclosure of student record information pursuant to ISSRA and FERPA, and the School District shall not violate or direct the SRO to violate ISSRA, FERPA or School District rules regarding disclosure and re-disclosure. In addition to the rules, regulations, policies and operating procedures of LPD and the City, the SRO, LPD and the City shall abide by the applicable rules, regulations, policies and procedures of the School District regarding disclosure of school student record information pursuant to FERPA and ISSRA, expressly including the Reciprocal Reporting guidelines established pursuant to Section 10-20.14 of the School Code (105 ILCS 5/10-20.14).

11 Terms of the Agreement. The term of the agreement is one year (1) year commencing on the 1st day of August, 2023, ending on 31st day of July, 2024.

Lincoln Community High School District # 404

By: 

President, Board of Education

ATTEST: 

Secretary, Board of Education

City of Lincoln

Mayor

ATTEST:

City Clerk

Lincoln Police Department and Lincoln Elementary School District #27
School Resource Officer
Contractual Agreement

THIS AGREEMENT is entered in this _____ day of _____, 2023, by and in between the City of Lincoln, Lincoln Police Department (hereinafter referred to as "LPD") and Lincoln Elementary School District #27 (hereinafter referred to as "School District").

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. Purpose. This agreement establishes and delineates the mission of the School Resource Officer Program, herein after to as the SRO Program, as a joint cooperative effort. The agreement formalizes relationships between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between Police Officers and the youth of our community, help ensure the safety of school students, in addition to reducing crime committed by juveniles and young adults.

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On a daily basis, the School Resource Officer will collaborate with school and district administration on many issues, including the disposition of various situations they may

encounter. The SRO will report to the school's administrators; however their ultimate responsibility is to carry out their duties as police officers, as expressed and interpreted though the Lincoln Police chain of command.

- C. **Employee Status.** LPD and the assigned officer shall have the status of an independent contractor with respect to the School District for purposes of this Agreement. The officer assigned to the School District shall be considered to be an employee of the LPD and shall be subject to its control and supervision. The assigned officer will be subject to current procedures in effect for certified police officers. The parties agree that no person supplied by the School District to accomplish the goals of this Agreement is a LPD employee and that no right under LPD employment, retirement, or personnel rules accrue to such person, and the parties agree that no person supplied by LPD to accomplish the goals of this Agreement is a School District employee and that no rights under school district employee, retirement, or personnel rules accrue to such person.

4. **Procedures.**

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- B. **Duties.** Lincoln Police Department responsibilities of the SRO will include, but not be limited to:
 - 1. To enforce criminal law and protect the students, staff and public at large against criminal activity;

2. Provide information concerning questions about law enforcement topics to students and staff;
 3. Speak to students on a variety of law enforcement related topics including, but not limited to, narcotics, safety, public relations, occupational training, leadership and life skills when the School District requests it under supervision of a certified teacher;
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 6. Provide interior and exterior security recommendations;
 7. Facilitate school safety drills as required by law;
 8. Handle initial police reports of crime committed on school grounds;
 9. Take law enforcement action on criminal matters when appropriate;
 10. Wear an approved police uniform at all times or other apparel approved by LPD;
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1. The SRO shall be provided a full time office that is air-conditioned, heated, properly lighted, and private, which shall contain a telephone and broadband networking lines, large enough for four persons to sit comfortably, which may be used for general business purposes;
 2. A location for files and records, which can be properly locked and secured;
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 5. Opportunity for the SRO to address teachers and school administrators about the SRO Program, goals and objectives.
- C. Reporting of Serious Crimes.** If an investigation uncovers evidence of serious crime as defined in state law or federal law, the school official shall notify the SRO, the student's parent/guardian, and the appropriate school personnel.

6. Time and Place of Performance. LPD will endeavor to have the SRO available for duty at the assigned school each day that school is in session during the regular school year. LPD is not required to furnish substitute officers on days when the regular SRO is absent due to authorized leave, Police Department training requirements, or as serious situations arise. LPD will provide a substitute officer for the SRO when there is an available officer, at the Chief of Police's discretion. The Chief of Police at all times maintains the authority to assign an officer to other duties, whether on a temporary basis or a permanent basis.

7. Evaluation. It is mutually agreed that the School District shall evaluate annually the SRO program and the performance of the SRO with forms developed jointly by the parties. The evaluation shall be shared with the Chief of Police. It is further understood that the School District evaluation of the officer is advisory only and that LPD retains the final authority to evaluate the performance of the SRO. The SRO will provide a monthly activity report to the School District and Chief of Police prior to the School District Board monthly meeting.

8. Reimbursement. The School District shall reimburse the Lincoln Police Department for the partial cost of one (1) officer for the program. Accordingly, the cost set forth herein is the total cost to be paid by the District and is not calculated on an hourly basis or actual time basis but for the program as a whole.

The School District shall pay an annual cost of **\$40,000.00** (half of cost of an officer) for the 2023-2024 school years. The payments may be made payable in twelve monthly installments in the amount of \$3,333.33 or in full at the end of this agreement. Those payments will be sent to the City Clerk of Lincoln, 700 Broadway, Lincoln, IL. 62656. Annual costs covers half for health insurance, liability insurance, and workman compensation insurance. LPD will be responsible for any overtime costs.

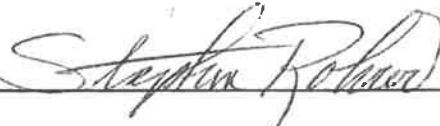
9. Insurance and Indemnification. LPD agrees to hold the School District, its agents and employees free, harmless and indemnified from and against, any and all claims, suits or causes of actions, arising from or in any way, out of the performance of the duties of the SRO officers. The School District agrees to the extent allowed by law to hold LPD, its agents and employees free, harmless and indemnified from and against, any and all claims, suits or causes of actions arising from or in any way of the performance of School District employees.

10. School Records and Non-Disclosure. LPD and the School District recognize that the Family Educational Rights and Privacy Act (20 U.S.C. 1232g, et. seq.) ("FERPA") and the Illinois School Student Records Act (105 ILCS 10 et. seq.) ("ISSRA") impose substantial limitations upon the circumstances under which student record information may be disclosed to persons who are not the student's parents/guardians or employees of the School District. This Agreement shall be construed only so as to permit lawful disclosure by the School District of student record information to police officers assigned to the District by LPD. In accordance with ISSRA, the SRO will be trained and certified by the Illinois Training and Standards Board as a Juvenile Officer whose assignment and official duty as SRO includes the investigation and disposition of crimes and offenses that may have been committed by juvenile offenders. The SRO shall abide by all applicable laws, regulations and rules concerning restrictions on disclosure and re-disclosure of

student record information pursuant to ISSRA and FERPA, and the School District shall not violate or direct the SRO to violate ISSRA, FERPA or School District rules regarding disclosure and re-disclosure. In addition to the rules, regulations, policies and operating procedures of LPD and the City, the SRO, LPD and the City shall abide by the applicable rules, regulations, policies and procedures of the School District regarding disclosure of school student record information pursuant to FERPA and ISSRA, expressly including the Reciprocal Reporting guidelines established pursuant to Section 10-20.14 of the School Code (105 ILCS 5/10-20.14).

11. Terms of the Agreement. The term of the agreement is one year (1) year commencing on the 1st day of August, 2023, ending on 31st day of July, 2024.

Lincoln Elementary School District #27

By: 

President, Board of Education

ATTEST:


Secretary, Board of Education

City of Lincoln

Mayor

ATTEST:

City Clerk

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Walt Landers, Street Superintendent

MEETING

DATE: May 23, 2023

RE: New Wheel Loader and Backhoe Lease

Background

The current five-year lease on the Street Department's Backhoe and End Loader will expire September 30, 2023. The current leases are based on 2500 hours of usage with a 60 month 2500 hours full comprehensive coverage for each machine. The new lease is very similar to the previous one.

The city does have the option to buy the current machines, the Wheel Loader for \$80,000.00 and the Backhoe for \$45,000.00.

Analysis/Discussion

The current lease for the 2018 John Deere 524KBT End Loader and the 2018 John Deere 310HLT Backhoe has an annual payment of \$21,634.31, for both machines.

The new Wheel Loader will be a 2023 John Deere 524 P-Tier. The new Backhoe is a 2023 John Deere 320P HL. The new lease, as with the previous lease, would be through John Deere Financial. Both machines for 5 years would have a monthly payment of \$2,191.05 and \$1,741.63 respectively. The lease would be based on 1000 operating hours per year for each machine and both units would be protected by a John Deere extended full machine 60 month/2500 hours comprehensive warranty. There are service contracts available but I believe the additional cost isn't necessary and the warranty is sufficient. At the end of the lease the city would have the option to purchase the End Loader for \$119,329.20 and the Backhoe would be \$85,139.64.

John Deere Martin Equipment from Springfield IL is the company that has provided these quotes and we would be leasing these machines through this dealer. Both previous machines were leased or purchased from them.

Fiscal Impact

Monthly payments for five-year lease for both machines. Wheel Loader payment of \$2,191.05, Backhoe payment of \$1,741.63. These payments will come from Street Department Payments 70-3600-7850.

COW Recommendation

Place on June 5, 2023, Regular City Council meeting agenda, the lease of the new John Deere Wheel Loader and Backhoe.

Council Recommendation:

Approve the lease for New John Deere Wheel Loader and Backhoe.



Martin Equipment
 2384 J. David Jones Parkway
 Springfield, IL 62707
 (217) 528-4347

Quote Issued To : CITY OF LINCOLN STREET DEPARTMENT 313 LIMIT STREET LINCOLN , IL , 62656 (217)735-2815	QUOTATION Quote # : 2008599 Issue Date : 4/24/2023 Expire Date : 3/1/2023 Est Delivery : 4/30/2023 FOB : LINCOLN
Quote Issued By : Ackerman, Keith	

ITEMS LISTED FOR SALE

Item #	Year	Make	Model	Serial #	Hours	List Price	Sale Price
	2023	JD	524	(TBD)	0	315,686.00	202,700.00
524 P-Tier Wheel Loader United States English Translated Text Labels Standard Loader Standard Z-BAR Level 3 Trim Level 1 Performance Cold Weather Package Heated And Powered Exterior Mirrors Guards - Transmission & Bottom Maintenance and Service Package Auxiliary Equipment Package Rear Camera (Secondary Display) Less Detection System Left and Right Side Steps JDLink Less Payload Scale w/ Cycle Counter John Deere 6.8L - FT4/SV Rear Counterweight & Rear Hitch w/ Pin Joystick Controls Three Function Hydraulics Titan TGD2 - 20.5R25 L2 1-Star Radial Tires w/ 3 PC Rims Standard Front Fenders Hydraulic Coupler - JRB 416 Pattern 2.75 YD (2.10 CM) Enhanced Performance Bolt-On Cutting Edge Less Fork Frame Less Tines 60 MONTHS/2,500HOURS FULL COMPREHENSIVE WARRANTY 4 CORNER STROBE LIGHT KIT							
						Total:	202,700.00

Notes

60 MONTH LEASE MONTHLY WITH PAYMENTS IN THE AMOUNT OF \$2,224.98 WITH A PURCHASE OPTION IN THE AMOUNT OF \$119,329.20 (NEW LEASE NUMBER IS \$2,191.05/MONTH)

NOTE: LEASE PAYMENTS ARE CALCULATED BASED OFF A RATE THAT CAN BE LOCKED IN 9 MONTHS FROM NOW. IN THE EVENT RATES ARE LESS THEN RATES USED FOR CALCULATION THE LEASE PAYMENTS WILL BE REDUCED BASED ON THE IBTEREST RATE.

QUOTE SUMMARY

Total Sale Price :	202,700.00
Less Trade Allowance :	0.00
Additional Taxable Items :	0.00
<hr/>	
Subtotal:	202,700.00
Sales Tax :	0.00
Additional Nontaxable Items :	0.00
<hr/>	
Total :	202,700.00

Acceptance Signature: _____ **Date:** _____

All quotations contingent upon strikes, delays, and conditions beyond our control. Prices subject to change with or without notice.
All prices are subject to expiration of any current sales programs and incentives.



Martin Equipment
 2384 J. David Jones Parkway
 Springfield, IL 62707
 (217) 528-4347

Quote Issued To : CITY OF LINCOLN STREET DEPARTMENT 313 LIMIT STREET LINCOLN , IL , 62656 (217)735-2815	QUOTATION Quote # : 2008611 Issue Date : 4/24/2023 Expire Date : 3/1/2023 Est Delivery : 4/30/2023 FOB : LINCOLN
Quote Issued By : Ackerman, Keith	

ITEMS LISTED FOR SALE

Item #	Year	Make	Model	Serial #	Hours	List Price	Sale Price
	2023	JD	320P HL		0	242,564.00	153,900.00
2023 JOHN DEERE 320P HL CAB WITH STANDARD EQUIPMENT LEFT SIDE CONSOLE RADIO BASIC PACKAGE SEAT CLOTH AIR SEAT JD LINK AUTO SHIFT TRANSMISSION WITH MECHANICAL FRONT WHEEL DRIVE W/LIMITED SLIP CHROME EXHAUST DUAL MAINTENANCE BATTERIES WITH DISCONNECT,JUMP POST,BLOCK HEATER HEAVY LIFT OPTION 750 LB FRONT COUNTERWEIGHT AUXILIARY HYDS WITH ONE AND TWO WAY FLOW PILOT CONTROLS LOADER COUPLER WITH THREE FUNCTION HYDRAULICS 24 INCH 8.8 CU. FT. BUCKET DEERE STANDARD QUICK COUPLER 42 INCH THUMB 4 CORNER STROBE LIGHT KIT 5 YEARS /2500 HOURS FULL COMPREHENSIVE WARRANTY							
						Total:	153,900.00

Notes

60 MONTH LEASE MONTHLY WITH PAYMENTS IN THE AMOUNT OF \$1,918.76/MONTH WITH A PURCHASE OPTION IN THE AMOUNT OF \$85,139.64 NEW LEASE PAYMENT(1,741.63)

NOTE: LEASE PAYMENTS ARE CALCULATED BASED OFF A RATE THAT CAN BE LOCKED IN 9 MONTHS FROM NOW. IN THE EVENT RATES ARE LESS THEN RATES USED FOR CALCULATION THE LEASE PAYMENTS WILL BE REDUCED BASED ON THE INTEREST RATE .

QUOTE SUMMARY

Total Sale Price :	153,900.00
Less Trade Allowance :	0.00
Additional Taxable Items :	0.00
<hr/>	
Subtotal:	153,900.00
Sales Tax :	0.00
Additional Nontaxable Items :	0.00
<hr/>	
Total :	153,900.00

Acceptance Signature: _____ **Date:** _____

All quotations contingent upon strikes, delays, and conditions beyond our control. Prices subject to change with or without notice.
All prices are subject to expiration of any current sales programs and incentives.

MEMORANDUM

TO: Chairman David Klug and Members of the Plan Commission

FROM: Wes Woodhall, Building and Safety Official

DATE: May 25, 2023

HEARING DATE: May 25, 2023

SUBJECT: Special Use Permit to allow for mixed use occupancy at 200 5th St.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Representatives from the Central Illinois Veterans Commission have interest in acquiring the property as listed above, once known as St. Clara's' Manor for various uses. The intended use will incorporate many civic/service minded organizations under one roof allowing for a more adequate service structure. Organizations will include the Central Illinois Veterans Commission, Salvation Army, and Trillium Place Carle health. Please see attached owner description for further information.

DISCUSSION

The property is intended to be used for business offices, meeting and counseling spaces, supportive temporary housing and emergency housing. The property is in an R-2 district and therefore a mixed-use occupancy of this nature will require a special use permit.

PERTINANT CODE SECTION:

11-4-4 R-1 And R-2 Districts, Uses.

The following uses shall be permitted in the R-1 and R-2 districts:

(B)

In The R-2 District:

2. Special Uses:

Community integrated living arrangements which do not comply fully with all requirements defined in Subsection (A) of this section.

Intermediate care facilities which fully comply with all requirements defined for community integrated living arrangement in Subsection (A) of this section.

Multiple dwellings and public housing for the elderly; office buildings to house doctors, dentists, psychiatrists, chiropractors and other medical practitioners, mortuaries, insurance and real estate agents, lawyers, architects, and engineers. Required off street parking shall be provided as required in Chapter 7 of this title and shall be screened from adjacent residences by an opaque fence or opaque vegetative screen at least six feet in height. No off street parking is permitted in the required front yard(s).

The intent to address housing needs for Central Illinois veterans and others experiencing homelessness and at risk of homelessness. The building is uniquely designed to provide shelter and various collaborative supportive services all in one location. The vision is to offer permanent, emergency, temporary and transitional housing for veterans and others in need. The county's current treatment provider, TrilliumPlace Carle Health, would lease space to operate their agency. The existing Salvation Army would lease space to expand their services; they would be able to house more clients and could move their food pantry and thrift store to this location. The expectation is to provide meeting space for Memorial Behavioral Health's mobile crisis unit, an SIU satellite medical clinic and a place for community events.

SPECIAL USE PETITION

City of Lincoln, Illinois
Lincoln Plan Commission

Date 3/28/23

Applicant Name: Central Illinois Veterans Commission

Address: 122 N Mclean

State: IL Zip: 62656 Telephone N 217-828-9366

Owner Name: Central Illinois Veterans Commission

Address: _____

State: _____ Zip: _____ Telephone No: _____

Address at which Special Use requested: 200 5th St Lincoln, Il

Legal Description **12-1013 excepting the East**

130 feet of the North 150 feet, all of block 2

West Lincoln.----- Names

& Addresses of Property Owners to be Notified:

Special Use Petition -2

CLEARLY EXPLAIN THE SPECIAL USE REQUESTED IN DETAIL. PROVIDE QUANTITATIVE DETAILS, IF APPLICABLE, REGARDING LOT SIZE SETBACKS, PARKING, ETC. SKETCHES, PHOTOS, AND APPROPRIATE EVIDENCE SHOULD BE INCLUDED. ATTACH ADDITIONAL PAGES AS NECESSARY.

Converting the former St. Clare's Manor nursing home/ Lincoln College dorm with the main floor housing various support groups for veterans and programmatic and admin services primarily for veterans. The second floor will provide shelter, Rapid rehousing, and transitional housing for veterans and those who are homeless or at risk homeless. The number of residents will vary based on need.

There will be no change to the established footprint of the building as the campus is enclosed by 5th St 6th St, Pine St and Walnut Street.

NO SPECIAL USE SHALL BE RECOMMENDED FOR APPROVAL BY The PLAN COMMISSION UNLESS THERE IS A CONCURRING VOTE OF A MAJORITY OF ALL MEMBERS REGARDING FINDINGS OF FACT. CLEARLY EXPLAIN HOW THE SPECIAL USE REQUESTED MEETS EACH OF THE FOLLOWING FINDINGS OF FACT STANDARDS:

1. The establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.

No, there will be no changes to the building exterior or any work outside that would endanger the surrounding area. The surrounding neighborhood is established, and the building has become a part of the neighborhood.

2. The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted nor substantially diminish property values within the neighborhood.

No, the building exterior will enhance the surrounding area due to planned landscaping and exterior building cleaning.

The building within the surrounding neighborhood is well established.

Special Use Petition -3

3. The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

The applicant intends to utilize the existing building with its original design. It will maintain its original appearance.

- . Adequate utilities, access roads, drainage or necessary facilities have been or will be provided.

All public utilities and transportation access are in place to accommodate the existing and proposed use.

Special Use Petition -4

- 5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

5th street is a State highway and appears to be adequate to handle traffic generated by this proposal and other development along the corridor.

- 6. The Special Use is necessary for public convenience at this location.

The property has been maintained at a minimal level by Lincoln College over the past 3 years. A part of the main floor did serve as an overflow for Covid 19 patients. The applicants intend to begin retrofitting and maintenance and repairs upon final receipt of the property. This will prevent further deterioration of the property and prevent the possibility of the community needing to deal with an abandoned building.

I (We) certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true to the best of my (our) knowledge and belief.

Signature of Applicant. [Handwritten Signature]
Kimberly Turner
Signature of Owner [Handwritten Signature] (CIVE)

Date. 3/31/23
Date. 3/31/23
Date. 3/31/23

REVIEW RECORD FOR OFFICE USE ONLY!

Date Filed. _____
SWCD Letter Received. -,---,-----
Notice Certification Received. _____
LPC Recommendation & Conditions:

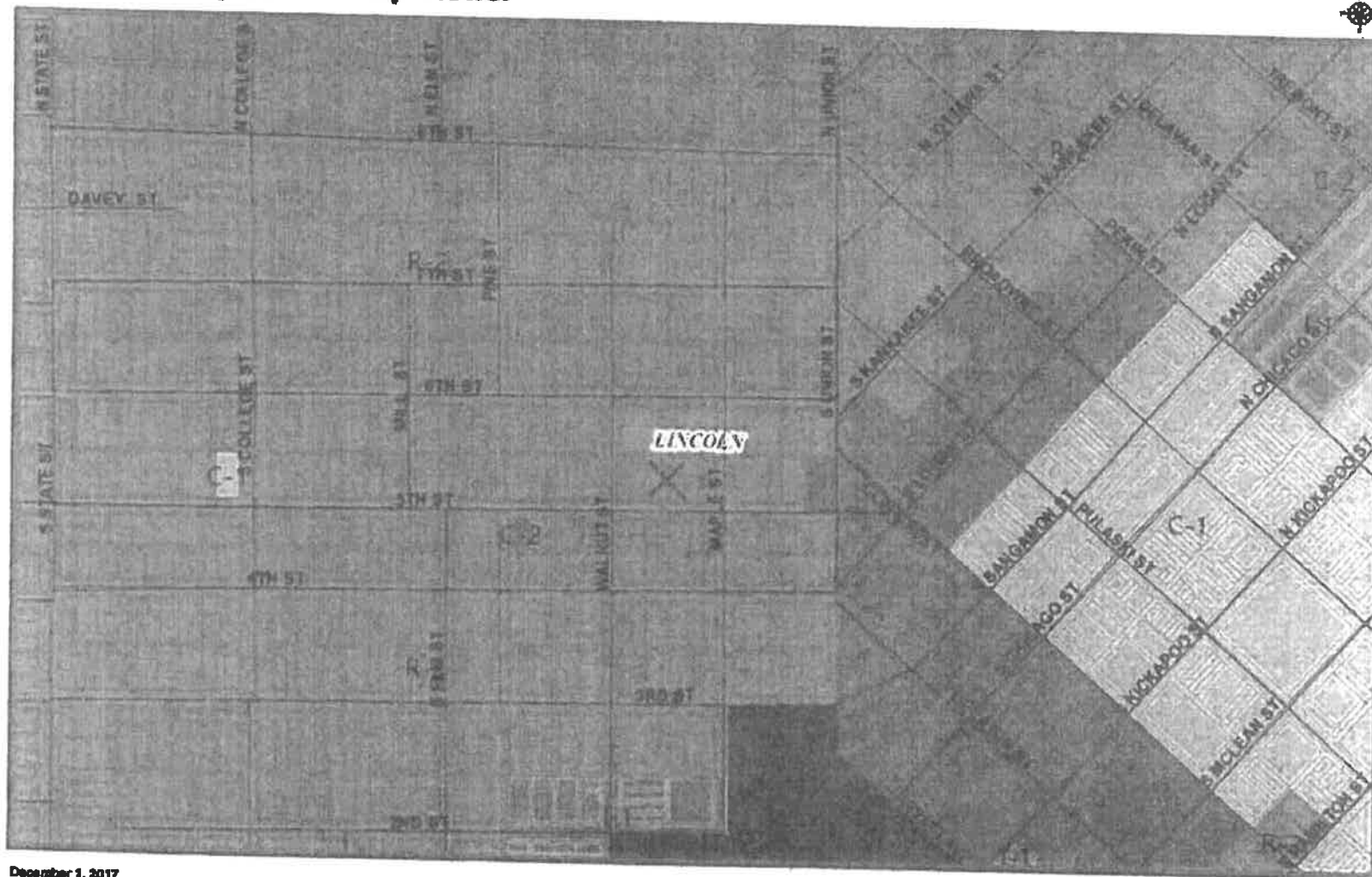
Date Published -----
Objections Filed. _____
Hearing Date. _____

Final City Council Disposition, Date and Action:

ZONING MAP

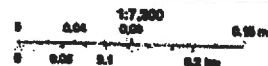
X = SUBJECT PROPERTY

Logan County Illinois Map Viewer



December 1, 2017

- | | | | | |
|--------------------|----------------|----------------|------------------|-------------|
| County Highway Map | Roads Overview | State Highways | Rivers & Streams | CenterLines |
| Road Centerlines | Interstates | U.S. Highways | City Village | Parcels |
| | Old Routes | Water Features | | |

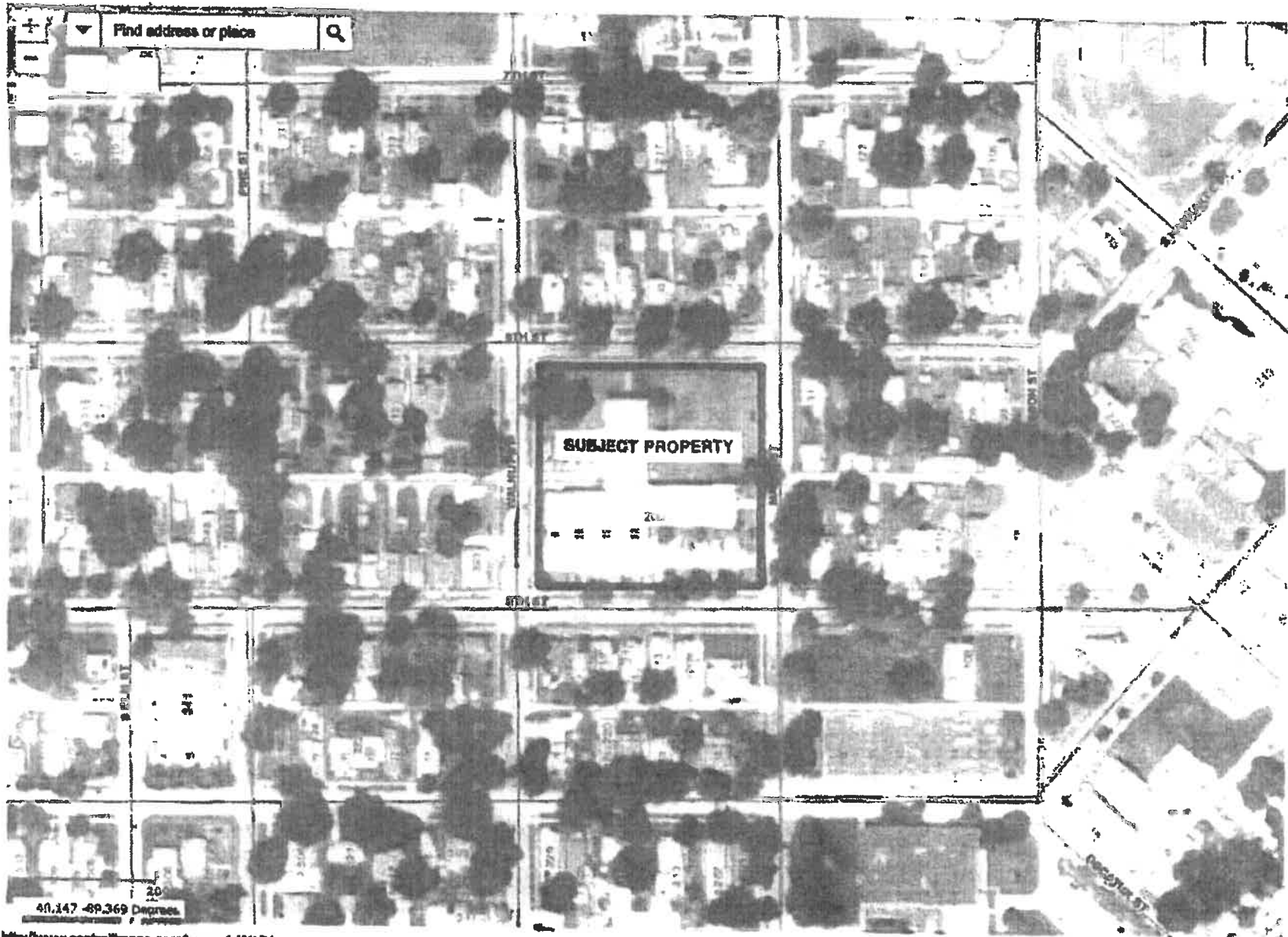


The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The reader is responsible for determining the accuracy, timeliness, completeness and reliability of the data. There are no warranties of any kind, including the implied warranty of merchantability or fitness for a particular purpose, in the use of the data. The data is provided for informational purposes only and should not be used for any other purpose.

Logan County, Illinois

Map Date: 11/15/2017, 10:00 AM, 10/15/2017

LOCATION MAP



MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Walt Landers, Street Superintendent

MEETING

DATE: May 23, 2023

RE: Fifth Street Roadway Improvements Supplemental Engineering Agreement

Background

After reviewing the estimates to complete the Fifth Street Road Project, it was the Mayor and City Council's decision to reduce the original scope of the project.

Hanson Professional Services of Springfield, IL completed the original design engineering for the project and is the most familiar with it. A request was made that they redesign and reduce the scope of the project to reduce costs and make it more affordable for the city.

Analysis/Discussion

Hanson has provided a supplemental agreement for engineering. The supplement includes additions to Hanson's scope of services to complete redesigned final plans. The additional scope and services are required to obtain all necessary approvals and certifications required to proceed with letting the subject project. Due to the long delay in the project, several items need to be recertified and reviews completed by IDOT prior to being certified for letting.

The cost of this agreement is \$260,500.00. Previously, the council and the Illinois Department of Transportation District 6 officials approved a resolution making funds from the city's Motor Fuel Tax funds available to pay these fees.

Fiscal Impact

\$260,500.00 from the Motor Fuel Tax Fund Fifth Street Road Project Engineering 20-0000-5300.

COW Recommendation

Approve Engineering Services Agreement with Hanson Professional Services and place on the Regular City Council Meeting agenda for June 5, 2023.



Hanson Professional Services Inc.
7625 N. University St., Suite 200
Peoria, IL 61614
(309) 691-0902
Fax: (309) 691-1327
www.hanson-inc.com

March 17, 2023

City of Lincoln
Attn: Tracy Welch, Mayor
700 Broadway Street
Lincoln, IL 62656

RE: Fifth Street Roadway Improvements
Section # 98-00081-00-PV
Project # HPP-1391 (003)
Job # C-96-300-12
Hanson # 05S2092

Dear Mayor Welch:

Included is a supplement to our agreement for engineering services for the Fifth Street Road project. The supplement includes additions to Hanson's scope of services to complete redesigned final plans. The additional scope and services are required to obtain all necessary approvals and certifications required to proceed with letting the subject project. Due to the long delay in the project several items need to be recertified and reviews completed by IDOT prior to being certified for letting.

We are prepared to complete the additional services in a timely manner once we receive the executed supplement and the City provides notice to proceed. Until these items are received, we will continue to hold on all work on the project.

Please review the attached supplement and required costs that will increase the upper limit of our contract.

Please sign and return a copy for our records.

Sincerely,

HANSON PROFESSIONAL SERVICES INC.

Bryce Beckstrom, P.E.
Project Manager

Enclosures



Local Public Agency Engineering Services Agreement

Using Federal Funds? [X] Yes [] No
Agreement For: Federal PE
Agreement Type: Supplement
Number: 6

LOCAL PUBLIC AGENCY

Local Public Agency: Lincoln
County: Logan
Section Number: 98-00081-00-PV
Job Number: C-96-300-12
Project Number: HPP-1391 (003)
Contact Name: Tracy Welch
Phone Number: (217) 732-2122
Email: twelch@lincoln.il.gov

SECTION PROVISIONS

Local Street/Road Name: Fifth Street Road
Key Route: FAS 569/FAU7708
Length: 8400
Structure Number: N/A
Location Termini: Lincoln Parkway (FAP 5) to Interstate 55 (FAI 55)

Project Description: Hanson Professional Services Inc. (Hanson) has been requested to redesign the project and prepare a PDR update, contract documents, and environmental clearances/update for the project.

Engineering Funding: [X] MFT/TBP [X] State [] Other
Anticipated Construction Funding: [] Federal [X] MFT/TBP [X] State [] Other

AGREEMENT FOR

[X] Phase I - Preliminary Engineering [X] Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name: Hanson Professional Services Inc.
Contact Name: James Messmore
Phone Number: (630) 368-2064
Email: jmessmore@hanson-inc.com
Address: 1525 S. 6th Street
City: Springfield
State: IL
Zip Code: 62703

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (CESCS) Worksheet (BLR 05513 or BLR 05514)

- _____
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of United States Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.

3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- Lump Sum
 Specific Rate
 Cost plus Fixed Fee:

Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT: the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result

of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph e and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's or contractor's policy of maintain a drug free workplace;

- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 12. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Hanson Professional Services Inc.	37-0844717	\$257,638.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Prairie Engineers		\$2,862.00
Subconsultant Total		\$2,862.00
Prime Consultant Total		\$257,638.00
Total for all work		\$260,500.00

AGREEMENT SIGNATURES

Executed by the LPA:

The **Local Public Agency Type** of **Local Public Agency**

Attest:

By (Signature & Date)

By (Signature & Date)

Name of Local Public Agency

Local Public Agency Type

Clerk

Title

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

By (Signature & Date)

Digitally signed by Lucinda A. Loos, P.E.
Date: 2023.03.17 11:17:56 -05'00'

By (Signature & Date)

Digitally signed by James P. Messmore
Date: 2023.03.17 11:52:32 -05'00'

Title

Title

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lincoln	Hanson Professional Services	Logan	98-00081-00-PV

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

**EXHIBIT A
SCOPE OF SERVICES**

FOR FEDERAL PARTICIPATION PROJECTS

The additional scope of services will be limited to the following items:

Survey - Prairie Engineers

1. Set right-of-way corners

Hanson Professional Services Inc.

I. Phase I Project Development Services (PDR)

A. PDR Update

1. Prepare PDR Memo with design updates and revisions for PDR validation since approved more than 5 years ago.
2. Prepare report and exhibits.
3. Submit preliminary PDR Update to CITY and IDOT for review.
4. Address comments and submit final PDR update to IDOT for approval.

B. Environmental Studies

1. ESR Addendum (includes biological, wetland, cultural and State special waste clearance updates; PESA and PSI likely new since both have expired)
2. NOI Submittal (SWPPP already prepared with plans)
3. PESA for local ROW (new since completed more than 3 years ago). Assume PSI not recommended just like original local PESA.
4. Prepare PESA Response for State PESA results.

C. Roadway Geometric Study

1. Summarize Design Criteria / Site visit (Assume 1).
2. Convert existing survey, topography, ROW, and horizontal/vertical alignments to current edition of Microstation.
3. Verify horizontal and vertical alignment from current design plans. Assume horizontal alignment to remain as-is and vertical alignment will need adjustments due to proposed new cross sections.
4. Prepare pavement designs for new HMA and PCC pavement in accordance with IDOT's Bureau of Local Roads and Streets Manual as well as costs estimates for each.
5. Review and design up to three (3) pavement rehabilitation options and cost estimates for the rehabilitation section.
6. Develop typical sections for the roadway.
7. Complete cross section studies to finalize proposed horizontal and vertical alignments.
8. Determine utility conflicts and make adjustments as necessary. Determine necessary utility relocations. Coordinate with utilities.
9. Prepare preliminary plan and profile sheets (@ 1"=20' H., 1"=5' V.) and cross sections every 50' for the project limits.
10. Preliminary ditch design and review of Golf Course ditch design and downstream conveyance to verify previous plans Golf Course ditch design which will be constructed by others.
11. Prelim Detention basin design and grading update for the proposed basin on the old French Parcel. It is anticipated that the hydrology will be designed using ISWS Bulletin 75 and a new outlet control structure design.
12. Prepare preliminary opinion of probable cost.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lincoln	Hanson Professional Services	Logan	98-00081-00-PV

II. Phase II Design and Plan Preparation / Land Acquisition Services

The corridor boundaries for data collection are along Derby Street from 8th Street to 14th Street. Data collection will extend approximately 100 feet down all intersecting side roads within the corridor boundaries and 250 feet each direction on 14th Street.

A. Survey

1. Supplemental survey to capture any changes since original survey was completed.

B. Final Geometric & Roadway Studies

1. Site Visit (Assume 1)
 - a. Plan-in-hand field review at Pre-Final Plan stage
2. Verify horizontal and vertical alignments.
3. Further develop proposed typical section.
 - a. Reconstruction Section – Assume Two lanes (30' F-F) with ditches, no sidewalk or bike path
 - b. Rehabilitation Section – Assume Two 11' lanes with 6' shoulders and ditches, no sidewalk or bike path
4. Complete cross section studies to finalize proposed grading and limits of improvements.
5. Determine utility conflicts if any, and coordinate with impacted utilities.
6. Verify current plan maintenance of traffic plan for project corridor and update accordingly
7. Design ADA ramp stubs at Westminster Drive, Memorial Park Road, and Holly Drive

C. Final Drainage Design

1. Storm water drainage will be designed in accordance with the current edition of the IDOT Drainage Manual. It is anticipated that the hydrology will be designed using the Rational Method & ISWS Bulletin 75. It is anticipated that the conveyance system will be open ditches and pipe culverts designed per IDOT standards.
2. Detention basin design and grading update for the proposed basin on the old French Parcel. It is anticipated that the hydrology will be designed using ISWS Bulletin 75 and a new outlet control structure design and details.

D. Preparation of necessary plans and specifications, which include the following minimum items:

1. Title Sheet (w/ Sheet Index)
2. General Notes, Standard List, Legend/Abbrev.
3. Summary of Quantities Sheets
4. Schedule of Quantities
5. Existing and Proposed Typical Sections
6. H/V Control Schematic including control points and any required control ties, TBM Locations
7. Maintenance of Traffic Plans
8. Removals/Relocations Plan
9. Right-of-Way Plans
10. Plan / Profile Sheets (1" = 20' H & 1" = 5' V)
11. Intersection and ADA Ramp Details
12. Detention Basin and Drainage plans and details
13. Erosion Control Plans
14. Storm Water Pollution Prevention Plan (SWPPP)
15. Pavement Marking /Signing Plans and Details
16. Miscellaneous details
17. Cross Section Sheets (with cross-sections every 50' (min.) and half-sections at all driveways)
18. Standards (CITY Standards, State Standards, etc.)

E. Prefinal Plans, Specifications & Estimates (90%)

1. Prepare special provisions that supplement the current version of IDOT's Standard Specifications for Road and Bridge Construction for the project limits.
2. Calculate and schedule quantities

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
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3. Prepare opinion of probable construction cost and estimate of time
4. Plot & submit prefinal PS&E to CITY
5. QA/QC

F. Final Plans, Specifications & Estimates
1. Prepare final roadway plans incorporating review comments.
2. Prepare final special provisions
3. Prepare disposition of comments
4. Finalize Quantities
5. Update opinion of probable construction cost and estimate of time
6. QC\QA Review
7. Plot and submit final PS&E to CITY

G. Services During Construction
1. Attend Pre-bid Meeting
2. Attend Bid Opening and prepare Bid Tab
3. Attend Preconstruction Meeting
4. Answer questions during construction (assume 40 hours)

H. Union Pacific Railroad Coordination:
1. ICC Coordination (assume no hearing required based on previous correspondence)
2. UPRR Cost Estimate for Project Management and Design Review and Coordination
3. Finalizing Construction and Maintenance Agreement

I. Project Management
1. Staffing and Management Plan
2. Financial and schedule controls
3. Internal team kick-off meeting
4. Coordination and Design meetings with CITY (Assume one during Phase 1 Services, 60% Plan Development, and 90% Plan Development)
5. Meeting minutes
6. General City Coordination

J. Quality Control/Quality Assurance Review
Provide proper quality assurance prior to sending any preliminary plans or reports for review. The following items as a minimum will be reviewed prior to submitting any construction plans or specifications for review:
1. Address CITY comments and concerns.

K. Project Deliverables: The following are the number of copies of project documents to be submitted for each progress review:
1. 90% Pre-final Documents - one (1) pdf set (Also provide copies to the utility owners.)
2. Final Construction Documents - one (1) pdf set

L. Project Progress Reviews: Project progress review meetings will be held at the following milestones:
1. Phase 1 Design
2. 60%
3. 90% Pre-final Construction Documents

M. Furnish the originals and a reasonable number of prints of all necessary plans and documents, as determined by the CITY, including three copies of any Draft Report that is being submitted for review and one copy of all meeting minutes.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
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N. The CITY will provide or cause to be furnished the following:

1. Existing Sanitary and Storm sewer conditions and locations of any desired repairs to occur with this project.
2. Proposed Roadway or utility Plans for any adjacent improvements

O. The following items are not included in the scope of work but could be provided as an addendum to the contract:

1. Construction observation activities (includes shop drawing review)
2. Sewer televising
3. Section 106 consultation or mitigation for cultural resource impacts
4. Mitigation planning and design for impacts to threatened and endangered species, wetlands/waters, or historic/archaeological resources.
5. Phase II Environmental Site Assessment for regulated substances or recognized environmental conditions
6. Application preparation and coordination for a Section 404 permit and Section 401 Water Quality Certification.
7. Utility relocation plans
8. Permit fees.
9. Land acquisition services
10. Public Involvement

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lincoln	Hanson Professional Services	Logan	98-00081-00-PV

**EXHIBIT B
PROJECT SCHEDULE**

City has FY 24 Funding: The target is for a April 2024 letting based upon project updates, approvals, and land acquisition certification. This schedule is also dependent on a notice to proceed no later than April 17, 2023.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lincoln	Hanson Professional Services	Logan	98-00081-00-PV

**Exhibit C
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
Project Criteria		Weighting	
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input checked="" type="checkbox"/>



EXHIBIT D
COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET
FIXED RAISE

Local Public Agency Lincoln	County Logan	Section Number 98-00081-00-PV
Prime Consultant (Firm) Name Hanson Professional Services Inc.	Prepared By Bryce Beckstrom	Date 3/16/2023
Consultant / Subconsultant Name Hanson Professional Services Inc.	Job Number C-96-300-12	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	15	MONTHS			
START DATE	5/1/2023		OVERHEAD RATE	164.33%	
RAISE DATE	1/1/2024		COMPLEXITY FACTOR		
			% OF RAISE	2.00%	
END DATE	7/31/2024				

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	5/1/2023	1/1/2024	8	53.33%
1	1/2/2024	8/1/2024	7	47.60%

The total escalation = 0.93%

Local Public Agency

County

Section Number

Lincoln

Logan

98-00081-00-PV

Consultant / Subconsultant Name

Job Number

Hanson Professional Services Inc.

C-96-300-12

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	0.93%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$86.00	\$86.00
E/A/S VIII	\$80.47	\$81.22
E/A/S VII	\$74.41	\$75.10
E/A/S VI	\$61.57	\$62.14
E/A/S V	\$52.03	\$52.52
E/A/S IV	\$43.59	\$44.00
E/A/S III	\$37.83	\$38.18
E/A/S II	\$35.67	\$36.00
E/A/S I	\$32.88	\$33.19
M/D	\$51.03	\$51.51
Tech VII	\$45.07	\$45.49
Tech VI	\$42.25	\$42.64
Tech V	\$37.12	\$37.47
Tech IV	\$33.11	\$33.42
Tech III	\$26.94	\$27.19
Tech II	\$23.25	\$23.47
Tech I	\$22.10	\$22.31
Aide	\$16.00	\$16.15
Admin VII	\$64.62	\$65.22
Admin VI	\$46.69	\$47.13
Admin V	\$37.18	\$37.53
Admin IV	\$31.03	\$31.32
Admin III	\$23.39	\$23.61
Admin II	\$21.96	\$22.16
Admin I	\$15.00	\$15.14

Local Public Agency

Lincoln

County

Logan

Section Number

98-00081-00-PV

Consultant / Subconsultant Name

Hanson Professional Services Inc.

Job Number

C-98-300-12

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	1400	\$0.66	\$917.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
PESA Documentation		1	\$400.00	\$400.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$1,317.00

Local Public Agency

Lincoln

County

Logan

Section Number

98-00081-00-PV

Consultant / Subconsultant Name

Hanson Professional Services Inc.

Job Number

C-96-300-12

**AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Update Project Development Report			Environmental Updates			Roadway Design (Phase 1)			Survey			Roadway Design (Phase 2)		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	86.00	0.0																	
E/A/S VIII	81.22	20.0	1.18%	0.96															
E/A/S VII	75.10	238.0	14.06%	10.56	12	40.00%	30.04	15	12.00%	9.01	71	15.43%	11.59				45	16.25%	12.20
E/A/S VI	62.14	228.0	13.47%	8.37	4	13.33%	8.29				29	6.30%	3.92				36	13.00%	8.08
E/A/S V	52.52	8.0	0.47%	0.25				8	6.40%	3.36									
E/A/S IV	44.00	789.0	46.80%	20.50	4	13.33%	5.87	42	33.60%	14.78	295	64.13%	28.22				182	65.70%	28.91
E/A/S III	38.18	80.0	4.73%	1.80				58	46.40%	17.72									
E/A/S II	36.00	0.0																	
E/A/S I	33.19	0.0																	
M/D	51.51	0.0																	
Tech VII	45.49	279.0	16.48%	7.50	10	33.33%	15.16				65	14.13%	6.43	30	50.00%	22.75	14	5.05%	2.30
Tech VI	42.64	0.0																	
Tech V	37.47	0.0																	
Tech IV	33.42	30.0	1.77%	0.59										30	50.00%	16.71			
Tech III	27.19	0.0																	
Tech II	23.47	0.0																	
Tech I	22.31	0.0																	
Aide	16.15	0.0																	
Admin VII	65.22	0.0																	
Admin VI	47.13	0.0																	
Admin V	37.53	0.0																	
Admin IV	31.32	21.0	1.24%	0.39				2	1.60%	0.50									
Admin III	23.61	0.0																	
Admin II	22.16	0.0																	
Admin I	15.14	0.0																	
		0.0																	
		0.0																	
TOTALS		1693.0	100%	\$50.92	30.0	100.00%	\$59.36	125.0	100%	\$45.37	460.0	100%	\$50.15	60.0	100%	\$39.45	277.0	100%	\$51.48

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**AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Drainage Design			Constuction Documents			Construction Services			Railroad Coordination			Project Mangement			Survey - Prairie Engineers		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	86.00																		
E/A/S VIII	81.22				20	4.04%	3.28												
E/A/S VII	75.10				74	14.95%	11.23	16	47.06%	35.34				5	5.81%	4.37			
E/A/S VI	62.14	16	18.18%	11.30	33	6.67%	4.14	18	52.94%	32.90	36	94.74%	58.87	56	65.12%	40.47			
E/A/S V	52.52																		
E/A/S IV	44.00	64	72.73%	32.00	200	40.40%	17.78							2	2.33%	1.02			
E/A/S III	38.18				21	4.24%	1.62							1	1.16%	0.44			
E/A/S II	38.00																		
E/A/S I	33.19																		
MD	51.51																		
Tech VII	45.49	8	9.09%	4.14	147	29.70%	13.51				2	5.28%	2.39	3	3.49%	1.59			
Tech VI	42.64																		
Tech V	37.47																		
Tech IV	33.42																		
Tech III	27.19																		
Tech II	23.47																		
Tech I	22.31																		
Aide	16.15																		
Admin VII	65.22																		
Admin VI	47.13																		
Admin V	37.53																		
Admin IV	31.32													19	22.09%	6.92			
Admin III	23.61																		
Admin II	22.16																		
Admin I	15.14																		
TOTALS		88.0	100%	\$47.43	495.0	100%	\$51.56	34.0	100%	\$68.24	38.0	100%	\$61.27	86.0	100%	\$54.81	0.0	0%	\$0.00