

CITY OF LINCOLN
REGULAR CITY COUNCIL MEETING

AGENDA
MAY 15, 2017
7:00 PM

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Public Participation

5. Consent Agenda By Omnibus Vote

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

A. Payment of Bills

B. Approval of minutes for September 21, 2016 Lincoln City Council Special Joint Committees Meeting with the Logan County Board, October 17, 2016 Regular City Council Meeting and April 25, 2017 Committee of the Whole Meeting

C. Mayoral Proclamation of the City of Lincoln as a Purple Heart Community

6. Ordinances and Resolutions

A. Resolution approving Amendment to the FY 2016-2017 Budget

B. Resolution Adopting Job Descriptions for City Employees

7. Reports

A. City Treasurer Report for April, 2017

B. City Clerks Report for April, 2017

C. Department Head Reports for April, 2017

8. New Business/Communications

A. Advise and Consent to Mayoral appointments of Department Heads.

Police Chief Paul Adams

Fire Chief Mark Miller

Street Superintendent Walt Landers

B. Swearing in of Mayoral Appointees

C. Approval of the renewal of the contract between Logan County and the City of Lincoln for Animal Control Services

D. Approval of change order 005R with the Farnsworth Group for the New Street Garage in an amount not to exceed \$54,349.50, with certain costs to be reimbursed by the Farnsworth Group in an amount of \$26,151.00

E. Approval of change orders #5, #6A, and #7 for work on the Lincoln Depot in an amount not to exceed \$38,277.00 which be reimbursed from the IDOT contingency budget

F. Approval of easement agreement with Franchise Realty Investment Trust, D/B/A McDonald's, for the location, construction and maintenance of the Tropics Sign

G. Approval of proposal to direct staff to proceed with Request For Proposal for waste hauling contract

9. Announcements

11. Possible Executive Session

12. Adjournment

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

Minutes of the City of Lincoln City Council Special Joint Committees' Meeting with the Logan County Board on Wednesday, September 21, 2016. The meeting opened at 7:07 p.m.

Introduction of Guests:

City Clerk Mrs. Gehlbach called the roll. There were seven Aldermen present (Alderman Bauer, Alderman Hoinacki, Alderman Horn, Alderman Parrott, Alderman Tibbs and Alderman Welch) and one absent (Alderman Mourning). Also present were Mayor Neitzel, City Clerk Mrs. Gehlbach, City Administrator Mr. Johnson, and Recording Secretary Mrs. Riggs.

County Board members present were: Mr. Rick Aylesworth, Mr. Kevin Bateman, Mr. David Blankenship, Mrs. Emily Davenport, Mr. Robert Farmer, Dr. David Hepler, Mr Miles Craig, Mr. Patrick O'Neal, Mr. Charles Ruben, and Mr. Adam Schmidt.

Mayor Neitzel led the Pledge of Allegiance was said by all in attendance.

There was discussion about the CEO program and the students are currently finishing their projects which entails starting their own business. Alderman Mourning said he personally has a student that he mentors. There are 11 students in the program.

Old Business:

CEO – Provide a program update – April Doolin

Mrs. Doolin sent some brochures on the CEO program. They have 14 students enrolled in the program. The students had a money maker to have money for the Homecoming Parade. It is 100% investor funded and do not take money from the school system. The business network and the community connect together. The students start more than one business which they get lanyard and have fundraisers and those who support that student are shown on the lanyard. Each student will start their own business and have a plan and is very hands on. There will be another trade show in a booth at the end of the year. They have Facebook and Twitter Accounts. They tour multiple businesses in the county. There is a student from Greenview and a student from Olympia. They are excited about all the business. The student receives credit through LTEC. The trade show will be in the spring.

CAPCIL – Workforce Development Program

Katie Alexander said the agency wanted to make changes to their program. They are teaching dress for a job interview, how to budget, childcare needs, and started looking for help. This is a pilot program with 16 students and there are income requirements. This will target the working poor. There will be a case manager for each student for any issues that they might have but will not give directly to the client. There will be training to help navigate through the process. They

are outcome driven. CSGB students were incoming out. There are four students from Lincoln and four students from Logan County.

Alderman Bauer said she struggled with the lump sum and with the idea of it being a one-time gift. Where is the line drawn for the City's constituents?

Ms. Rumler-Gomez said each person has an intake appointment to see what their needs are. The comprehensive discussion about legal situation, education issues, are they parents and felt this was a commitment to them. There is a point that they are officially engaged there is a contract between the student and the CSGB.

Mr. Bateman wanted to be thanked for their giving them the funding.

Mr. Ruben said the County had a lot of discussion. He said it was hard to make a plan without knowing how many students would be in this program.

City Administrator Mr. Johnson said the scholarship is to help the people with the classes.

Mr. Craig said he was in favor for scholarships for individual students. They are trying to create a program in our community and to fund 16 students is a leap of faith.

Alderman Parrott said they will not be back asking and does not see this as a bandaid but a hand up.

Ms. Rumler-Gomez said there is a work key test for the jobs for life. Case managers sit in the classes quite frequently. She was not offended by the questions and was glad to be able to be transparent.

The County has already made a commitment of \$30,000.00 to the GSBC Program.

GPEDC – Update on programs, progress and resources - Jennifer Daly

Ms. Daly was present to give an update. They do business assistance, business attraction, and business startup. Talent Development and Talent Attraction and Retention. Community Development by rural development, CDAP grants and CEDS.

Sally Handley said they have done 93 businesses visits this year. Lots of dollars are being spent in employment training. There is a lot more development in the healthcare industry. A manufacturing network was started to make points of entry to other businesses.

RISE program. See page

There is a website that has properties that are available to put a different business in.

New Business:

Logan County Economic Development Partnership Report

Mr. Bill Thomas said they work closely with GPEDC. They have been working with the business association for Mt. Pulaski. They are working with Sally, Cathy Wilhite and himself. A telepharmacist (prescriptions with an offsite pharmacist), wind farms (4 active), and relight has found an investor. Atlanta will be developing a multi-use commercial building and jointly putting out marketing on Route 66. The military vehicles association MVP will recreate the convoy next summer. 2026 commission for the 100th Anniversary for Route 66.

City of Lincoln Report

City Administrator Mr. Johnson said they have started working on the high speed rail in Lincoln this week and the project will be finished by June of next year. The roads are being ... The sewer department started a slip lining project this year. Fifth Street Road plans are moving forward with going to State. \$30M has been put into the community. The 3rd Friday festival was a huge success, it is community development and to bring people downtown and enjoy the activities.

Alderman Hoefle said that the City of Lincoln gave \$12,000.00 to the Mill to get the renovation done.

Mr. O'Neill thanked the City for the 3rd Friday event.

Mayor Neitzel said that they had department heads in the meetings for the Third Friday's. The City of Lincoln's Street Department facility on Limit Street with everything in one place. Mayor Neitzel said Alderman Horn brought the Jefferson School to the City for the Police Department. The sewer plant is waiting

"Where we were, Where we are" - Mayor Neitzel & Chairman Hepler

Mayor Neitzel said they were working together and the more they work together the better the County will be.

Dr. Hepler said he was hoping to see everyone working together. The City and the County are working together collaboratively and hoped that it would continue.

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City Council Special Committee's Meeting
September 21, 2016
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Public Comments:

There were no Comments.

The City of Lincoln Special Committee Meeting adjourned at 8:11 p.m.

Respectfully submitted,
Risa Riggs
Recording Secretary

Minutes of a regular City Council Meeting held in the Council Chambers of City Hall, Lincoln, IL, on Monday, October 17, 2016.

Mayor Neitzel called the regular City Council Meeting to order at 7:04 p.m. City Clerk Mrs. Gehlbach called the roll call. There were seven Aldermen present (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Parrott, Alderman Tibbs and Alderman Welch) and one absent (Alderman Mourning). Also present were Street Superintendent Mr. Landers, Deputy Police Chief Vlahovich, Building and Safety Officer Mr. Lebegue, American Water Manager Mr. Ferguson and Fire Chief Miller. Also present were Mayor Neitzel, City Treasurer Mr. Conzo, City Attorney Mr. Blinn Bates, City Administrator Mr. Johnson, City Clerk Mrs. Gehlbach, and Recording Secretary Mrs. Riggs.

Mayor Neitzel asked Mayor Neitzel led the Pledge of Allegiance.

Public Participation:

Bike Trail Committee Chairman Angela Stoltzenberg was present to show the new Bike Trail signs.

Mayor Neitzel called for the Consent Agenda by Omnibus Vote:

Payment of Bills

Approval of Minutes for the July 26, 2016 Committee of the Whole Meeting and October 3, 2016 Special Committee Meeting, Jefferson School Tour

Approval of Trick or Treat hours on Monday, October 31, 2016 from 5:00 p.m. to 8:00 p.m.

Alderman Horn moved to approve the Consent Agenda as read and Alderman Tibbs seconded it. City Clerk Mrs. Gehlbach called the roll call. There were seven ayes (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Parrott, Alderman Tibbs and Alderman Welch), zero nays, and one absent (Alderman Mourning); motion carried.

Ordinances and Resolutions:

There were no Ordinances or Resolutions to come before the City Council.

Bids:

Award of bid from Resource One of Illinois for the purchase of office furniture for the new Street Department Building in an amount no to exceed \$31,860.44

Alderman Bauer moved to approve the Award of bid from Resource One of Illinois for the purchase of office furniture for the new Street Department Building in an amount no to exceed \$31,860.44 and Alderman Welch seconded it. City Clerk Mrs. Gehlbach called the roll call. There were seven ayes (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Parrott, Alderman Tibbs and Alderman Welch), zero nays, and one absent (Alderman Mourning); motion carried.

Approval of bid from Petersburg Plumbing and Excavation for the relocation of the Force Main near the State Street Bridge in an amount not to exceed \$30,956.00

Alderman Tibbs moved to approve the bid from Petersburg Plumbing and Excavation for the relocation

of the Force Main near the State Street Bridge in an amount not to exceed \$30,956.00 and Alderman Bauer seconded it. City Clerk Mrs. Gehlbach called the roll call. There were seven ayes (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Parrott, Alderman Tibbs and Alderman Welch), zero nays, and one absent (Alderman Mourning); motion carried.

Reports:

City Treasurer gave an oral report for September, 2016, and a copy is on file.

City Clerk Report for September, 2016 is on file.

Department Heads Reports for September, 2016 (Lincoln Police Department, American Water Sewer Operations Report, and Fire Department Report).

New Business/Communications:

Mayoral Proclamation designating October 19, 2016 as "Bill Bree Day"

Alderman Hoefle moved to approve the Mayoral Proclamation designating October 19, 2016 as "Bill Bree Day" and Alderman Bauer seconded it. City Clerk Mrs. Gehlbach called the roll call. There were seven ayes (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Parrott, Alderman Tibbs and Alderman Welch), zero nays, and one absent (Alderman Mourning); motion carried.

Approval of change request for the 2016 Sidewalk and Curb Replacement Program in an amount not to exceed \$126,650.00

Alderman Hoefle moved to approve the change request for the 2016 Sidewalk and Curb Replacement Program in an amount not to exceed \$126,650.00 and Alderman Welch seconded it. City Clerk Mrs. Gehlbach called the roll call. There were seven ayes (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Parrott, Alderman Tibbs and Alderman Welch), zero nays, and one absent (Alderman Mourning); motion carried.

Approval of O'Shea Builders change order request and the expense of the "value added" components of the request in an amount not to exceed \$14,593.67

Alderman Bauer moved to approve O'Shea Builders change order request and the expense of the "value added" components of the request in an amount not to exceed \$14,593.67 and Alderman Hoinacki seconded it. City Clerk Mrs. Gehlbach called the roll call. There were five ayes (Alderman Bauer, Alderman Hoinacki, Alderman Horn, Alderman Parrott and Alderman Welch), two nays (Alderman Hoefle and Alderman Tibbs), and one absent (Alderman Mourning); motion carried.

Approval of Mayoral Appointments to the Planning Commission and the Historic Preservation Commission

Alderman Bauer moved to approve the Mayoral Appointments to the Planning Commission (Jim Wessbecher and Brian Fuiten) and the Historic Preservation Commission (Brenda Short, Mark Shew and David Doolin) and Alderman Tibbs seconded it. City Clerk Mrs. Gehlbach called the roll call. There were seven ayes (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn,

Alderman Parrott, Alderman Tibbs and Alderman Welch), zero nays, and one absent (Alderman Mourning); motion carried.

Approval of Settlement between Candy Gesner and the City of Lincoln

Alderman Hoinacki moved to approve the settlement between Candy Gesner and the City of Lincoln and Alderman Parrott seconded it. City Clerk Mrs. Gehlbach called the roll call. There were seven ayes (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Parrott, Alderman Tibbs and Alderman Welch), zero nays, and one absent (Alderman Mourning); motion carried.

Other Discussion:

Mayor Neitzel read a thank you from the Railsplitter Festival Committee.

Alderman Tibbs said Habitat for Humanity has a groundbreaking ceremony will be held Sunday, October 23, 2016 at 509 N. Madison at 2:30 p.m.

Alderman Tibbs said there was also Trick or Treat with Mayor Neitzel and register at 9:30 a.m.

Alderman Bauer said she participated with Art Film Festival with her daughters.

Alderman Welch asked if it is typical for issues to take two plus months before it reaches the Aldermen. City Administrator Mr. Johnson said the staff is working hard to give them the best information and the cell tower issue had to go through the Planning Commission. Alderman Welch said he wanted to know if there was a way to get it sooner.

Executive Session:

There was no Executive Session held.

Alderman Tibbs moved to adjourn the meeting and Alderman Horn seconded it. There were seven ayes (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Parrott, Alderman Tibbs and Alderman Welch), zero nays, and one absent (Alderman Mourning); motion carried.

The City Council Meeting was adjourned at 7:49 p.m.

Respectfully Submitted By:

Risa Riggs
Recording Secretary

Minutes of the City of Lincoln City Council Committee of the Whole Meeting held in the Council Chambers on Tuesday, April 25, 2017.

Mayor Neitzel called the regular City Council Committee of the Whole Meeting to order at 7:00 p.m. There were seven Aldermen present (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Parrott, Alderman Tibbs and Alderman Welch), one seat vacant and none absent. Also present were Police Chief Adams, Street Superintendent Mr. Landers, Fire Chief Miller, Deputy Building and Safety Officer Mrs. Ingram and. Also present were Mayor Neitzel, City Administrator Mr. Johnson, City Treasurer Mr. Conzo, City Clerk Mrs. Gehlbach, City Attorney Mr. Blinn Bates and Recording Secretary Mrs. Riggs.

Mayor Neitzel led the Pledge of Allegiance.

Public Participation:

Mrs. Wanda Rohlf was present to discuss the 2017-2018 Budget that was approved. In 2013 the utility tax was proposed. She believed that the vote was 5 ayes and 5 nays and Keith Snyder broke the tie by his aye.

Presentation by Logan County Joint Solid Waste Agency:

Jim Struebing and Mitzie Rohlf were present to discuss the intergovernmental agreement and the changes to that agreement. There are three municipalities that have approved it. They met with the Logan County Board and they felt that the term was too long. They would like to know what term the City of Lincoln was considering.

Alderman Bauer said they would like to discuss this at a workshop meeting. There has not been any progress since the new Mayor and new Aldermen will not be in place until after May 1, 2017.

Mr. Struebing said he didn't want to anyone opting out of the Joint Solid Waste Agency. He felt that 10 years and 12 years might be better than a shorter time.

Request to Permit:

Run Hog Wild 5k – This will be placed on Consent Agenda on Monday, May 1, 2017.

Lincoln Area Music Society – This will be on the Consent Agenda on Monday, May 1, 2017.

Zero Tolerance – Cancer Benefit Ride – This will be on the Consent Agenda on Monday, May 1, 2017.

Third Friday Events – This will be placed on the Consent Agenda on Monday, May 1, 2017.

Administration of Oath of Office 5-1-17:

Mayor Neitzel asked to have this on the Agenda for Monday, May 1, 2017

Other Discussion:

Alderman Tibbs said the Street Department assisted with cleaning out the storage room across from the City Clerk's office.

Alderman Tibbs thanked City Clerk Mrs. Gehlbach for her years of service.

City Clerk Mrs. Susan Gehlbach read a letter thanking the City Officials, City Administrators, City Attorney, Department heads for their cooperation, Mayor Neitzel, Joy Fulk, Becky Strait, Doris Anderson, Brenda McCabe, Dawn Crowell, Ann Davis, Candi Buche, Julie Landers and Chris Kaufman which were all a part of the City Clerk's office.

Street Superintendent Mr. Landers said Broadway is closed at the railroad tracks from 9:00 a.m. and 6:00 p.m.

Alderman Hoefle said this is a big weekend with The Mill reopening.

Alderman Hoefle said that City Clerk Mrs. Gehlbach had treated everyone with respect.

Mayor Neitzel thanked City Attorney Mr. Blinn Bates, City Administrator Mr. Johnson and City Clerk Mrs. Gehlbach.

Alderman Tibbs thanked Mayor Neitzel for her service.

Executive Session:

There was no Executive Session.

Upcoming Meetings:

Council: Monday, May 1, 2017 – 7:00 p.m.

Committee of Whole: Tuesday, May 9, 2017 – 7:00 p.m.

Alderman Tibbs made a motion to adjourn the meeting and Alderman Horn seconded it. There were seven ayes (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Parrott, Alderman Tibbs and Alderman Welch), zero nays, one seat vacant and none absent; motion carried.

The City of Lincoln Committee of the Whole Meeting adjourned at 7:34 p.m.

Lincoln, Illinois
City Council Committee of the Whole Meeting
April 25, 2017
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Respectfully submitted,

Risa Riggs
Recording Secretary

Proclamation 2017 - 342

**PROCLAIMING THE CITY OF LINCOLN, ILLINOIS
AS A PURPLE HEART COMMUNITY .**

WHEREAS, the people of the City of Lincoln have great admiration and the utmost gratitude for all the men and women who have selflessly served their country and this community in the Armed Forces; and

WHEREAS, veterans have paid the highest price for freedom by leaving their families and communities to place themselves in harm's way for the good of our nation; and

WHEREAS, the contributions and sacrifices of the men and women from Logan County who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, many men and women in uniform have given their lives to keep Americans safe at home during war time and peaceful times; and

WHEREAS, many veterans in our community have been the recipient of the Purple Heart Medal as a result of an act of courage to save fellow soldiers, by being wounded while engaged in combat with enemy forces, or as a singularly meritorious act of essential service to our nation;

NOW THEREFORE, IT IS HEREBY PROCLAIMED that the City of Lincoln, Illinois shows its gratefulness to its veterans both local and nationwide, who have sacrificed so much for Americans by designating Logan County as a Purple Heart Community

Dated this 15th day of May, 2017.

Seth A. Goodman, Mayor

Date

(SEAL)

Peggy S. Bateman, City Clerk

Date

2017 – 343

RESOLUTION ADOPTING ADJUSTMENTS TO WORKING BUDGET

CITY OF LINCOLN

May 1, 2016 – April 30, 2017

WHEREAS, the City Council has directed the City Administrator and Staff to prepare a Working Budget; and

WHEREAS, the City Council and the Staff thereof worked diligently in the preparation of the Working Budget for the Fiscal year beginning May 1, 2016 and ending April 30, 2017;
and

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

WHEREAS, the total Budget expenditures for the fiscal year beginning May 1, 2016 and ending April 30, 2017 will not be exceeded as a result of the Budget changes described herein;

NOW THEREFORE, IT IS HEREBY RESOLVED that adjustments within the working Budget, as proposed by the City Administrator and City Treasurer on May 15, 2017, as attached and incorporated herein, are hereby adopted as a spending limit for the items contained therein and before expenditures shall be made in excess of those or for items not contained therein, it shall be necessary to apply to the City Council for modification of the Working Budget. This Resolution shall be in effect the 15th day of May, A.D. 2017.

Approved this 15th day of May, 2017

Mayor, City of Lincoln
Logan County, Illinois

ATTESTED and filed in my office this 16th day of May, 2017

City Clerk

**Adjustments To Working Budget—City Of Lincoln
F.Y. 2016-2017**

<u>Amount</u>	<u>From:</u>	<u>To:</u>
\$ 5,700.00	02-00-18-8388 Workmen's Comp.	02-0018-8387 Liability Insurance
\$ 1,025.00	02-02-04-4014 Salaries-Council Secretary	02-02-04-4012 Salaries--Appointed
\$ 55.00	02-02-04-5112 City-Clerk Equip.	02-02-04-5202 City Clerk-Repairs/Maint.-Equip.
\$ 3,825.00	02-02-04-8362 City Clerk-Printing & Pub.	02-02-04-4010 City Clerk-Elected Officials
\$ 25.00	02-02-14-8402 City Admin./Dues & Pub.	02-02-14-8362 City Admin./Printing & Publishing
\$ 2,730.00	02-02-24-6445 Bldg. & Zoning-Code Hearing	02-02-24-6450 Bldg. & Zoning-Nuisance Abatement
\$ 850.00	02-02-24-8362 Bldg. & Zoning-Print/Publ.	02-02-24-6450 Bldg. & Zoning-Nuisance Abatement
\$ 500.00	02-02-24-4012 Bldg. & Zoning-Sal./Appoint	02-02-24-6450 Bldg. & Zoning-Nuisance Abatement
\$ 5,850.00	02-02-24-4012 Bldg. & Zoning-Sal./Appoint	02-02-24-8599 Bldg. & Zoning-Demolition/Clean-up
\$ 500.00	02-02-24-5204 Bldg. & Grounds-Veh. Repair	02-02-24-8474 Bldg. & Grounds-Telephone/Fax
\$ 75.00	02-02-24-4012 Police/Fire Comm. Salaries	02-02-24-8599 Civil Service Comm. Salaries
\$ 50.00	02-02-54-4016 Salaries-P.T.	02-02-54-4010 Salaries-Elected Officials
\$ 550.00	02-02-54-8474 Mayor/Tel./Pagers	02-02-54-8520 Mayor-Public Relations
\$ 3,150.00	02-06-04-6439 Contingent-Software Maint.	02-06-04-6435 Contingent-Copier Lease/Contract Serv.
\$ 1,175.00	02-06-04-6440 Contingent-Artwork	02-06-04-8386 Contingent-Surety Bond Premiums
\$ 200.00	02-06-04-5408 Contingent-Property Taxes	02-02-06-04-5414 Contingent-J.U.L.I.E. Fees
\$ 2,100.00	02-08-06-4013 F.D./Salaries-Monthly	02-08-06-4018 F.D./Salaries-Overtime
\$ 3,800.00	02-08-06-5202 F.D./Repairs/Equip.	02-08-06-4018 F.D./Salaries-Overtime
\$ 475.00	02-08-06-5202 F.D./Repairs/Equip.	02-08-06-5102 F.D./Supplies-Office
\$ 60.00	02-08-06-5112 F.D./Equipment/Computers	02-08-06-5126 F.D./Supplies-Fire Prevention
\$ 2,175.00	02-08-06-8420 F.D./Travel & Training	02-08-06-8420 F.D./Telephone & Pagers
\$ 180.00	02-12-06-4013 P.D./Salaries-Monthly	02-12-06-4017 P.D./Salaries-Clerical
\$ 755.00	02-12-06-5106 P.D./Gas & Oil	02-12-06-4082 P.D./Uniforms
\$ 12,000.00	02-12-06-8644 P.D./Labour Attorney	02-12-06-5205 P.D./Special Fund Expenses
\$ 350.00	02-14-05-6340 Bldg. & Grounds-Cust.	02-14-05-5202 Bldg. & Grounds-Repairs/Maint. Equip.
\$ 255.00	02-14-05-6340 Bldg. & Grounds-Cust.	02-14-05-5212 Bldg. & Grounds-Repairs/Maint. Bldg.
\$ 430.00	02-14-05-6432 Bldg. & Grounds-Complex	02-14-05-6435 Bldg. & Grounds-Contractual Services
\$ 1,600.00	02-36-06-4016 St. & Alleys-P.T.	02-36-06-4012 St. & Alleys-Appointed

\$	375.00	02-36-06-5116	02-36-06-5124
		St. & Alleys-Supplies/Mat.	St. & Alleys-Tools
\$	6,100.00	02-36-06-5214	02-36-06-5230
		St. & Alleys-Eq. Rental	St. & Alleys-Repair/St. Lights & Signal
\$	450.00	02-36-06-8420	02-36-06-8474
		St. & Alleys-Travel/Trng.	St. & Alleys-Telephones/Pagers
\$	200.00	02-06-04-4096	02-06-04-5414
		Unemployment Comp.	JULIE Fees
\$	3,150.00	02-06-04-4096	02-06-04-6439
		Unemployment Comp.	Software Maintenance
\$	1,200.00	02-06-04-4096	02-06-04-8386
		Unemployment Comp.	Surety Bond Premiums
\$	3,950.00	02-37-04-4073	02-37-04-4071
		Injured Officer Premium	Health Insurance-Retirees
\$	1,075.00	02-37-04-4073	02-37-04-4076
		Injured Officer Premium	H.S.A. Benefits-Retirees
\$	1,650.00	50-70-04-6435	50-70-04-4012
		Sewer Admin./Contract. Ser.	Sewer Admin./Salaries-Appointed
\$	2,950.00	50-70-04-6435	50-70-04-4014
		Sewer Admin./Contract. Ser.	Sewer Admin./Salaries-Hourly
\$	755.00	50-70-04-6435	50-70-04-4070
		Sewer Admin./Contract. Ser.	Sewer Admin./Health Insurance
\$	5,350.00	50-72-05-7862	50-72-05-5202
		Sewer Plant-Vehicles	Sewer Plant-Repairs, Maint./Equip.
\$	800.00	50-72-05-7862	50-72-05-7860
		Sewer Plant-Vehicles	Sewer Plant-Equipment
\$	90.00	50-72-05-7862	50-72-05-8385
		Sewer Plant-Vehicles	Sewer Plant-Flood Insurance
\$	70.00	50-72-05-7862	50-72-05-8622
		Sewer Plant-Vehicles	Sewer Plant-Taxes
\$	4,375.00	55-00-00-7001	55-00-00-7002
		Lincoln Civic Found.	Mill Contribution
\$	380.00	55-00-00-7000	55-00-00-7002
		Tourism Bureau Contrib.	Mill Contribution
\$	55,000.00	60-36-00-7823	60-36-00-7840
		Cap. Exp./Lib. Pkg. Lot	Cap. Exp./Oglesby Bridge
\$	44,500.00	60-36-00-7823	60-36-00-7816
		Cap. Exp./Lib. Pkg. Lot	Cap. Exp./New City Street Garage
\$	100.00	60-02-00-7852	60-02-00-7815
		Design Engineering	Land Acquisition
\$	90,000.00	65-00-07-8832	65-00-07-8822
		TIF Bond Interest	TIF Bond Principal

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln
FROM: Clay T. Johnson, City Administrator *g*
MEETING DATE: May 9, 2017
RE: Resolution ____ : Adopting Job Descriptions for City Employees

Background

Over the past few months, the staff has been working on the creation of job descriptions for all positions within the organization. Outside of a handful of positions and some job duties outlined by city code, there are no job descriptions documented and memorialized by the City. The department heads were provided with the instruction to collaborate with their employees and draft descriptions that accurately reflected the experience, education, and skills needed to properly perform in their position. After those attributes were outlined, they were formatted into a uniform template, and reviewed. The next step in their review is submission, consideration, and action by the City Council in their approval. After adoption, job descriptions will be distributed to all employees, signed, and placed in their employee files.

Analysis/Discussion

While not completely comprehensive of all day-to-day tasks, job descriptions should be a reflection of the general responsibilities of each position. Having a clear job description reduced ambiguity in the job and acts as an understanding of roles between management and employees. In employee reviews, the job description can be used as a baseline to appraising performance that is mutually understood by the employer and employee.

The adoption of job descriptions also helps to bolster the City's human resource function. In coming employees can get a better sense of their role which can lead to greater satisfaction in their job. Job descriptions also help reduce human resource liabilities in cases where wrongful termination lawsuits may be pending, for example.

Fiscal Impact

None.

COW Recommendation

After review and comments, if any, place the Resolution ____ : Adopting Job Descriptions for City Employees on the council's May 15th agenda.

Council Recommendation:

Approve Resolution ____ : Adopting Job Descriptions for City Employees.

RESOLUTION 2017- 344

RESOLUTION ESTABLISHING JOB DESCRIPTIONS FOR ALL EMPLOYEES
WITHIN THE CITY OF LINCOLN

WHEREAS, the City of Lincoln is desirous of establishing job descriptions for all appointed officials and employees for the City of Lincoln; and

WHEREAS, the City has undergone an evaluation of employees tasks, skills, and educational attainment to best serve in their position and by extension, the public; and

WHEREAS, the City has drafted descriptions for all appointed officials and employees for the City and seek to memorialize their adoption through action of the City Council;

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LINCOLN THAT ALL JOB DESCRIPTIONS DATED APRIL 2017 ARE HEREBY ADOPTED BY REFERENCE AND WHICH MAY BE AMENDED FROM TIME TO TIME BASED UPON CHANGES IN POSITION REQUIREMENTS OR IN COMPLIANCE WITH FEDERAL, STATE, OR LOCAL LAW:

PASSED THIS 15th DAY OF MAY 2017

APPROVED:

MAYOR

(SEAL)

ATTEST:

CITY CLERK

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln
FROM: Clay T. Johnson, City Administrator *CJ*
MEETING
DATE: May 9, 2017
RE: Logan County Animal Control Contract Renewal

The Logan County Board has submitted their contract for animal control services to the City for renewal. The services provided by the County remain the same as they have been for the previous contracts. The County's services include animal shelter and pound, administration of pound and employment of staff, enforcement of animal control laws, and issuance of dog registrations. For these services, the City pays an annual fee of \$40,190.52 for a period from June 1st to May 31st.

Two years prior, the City inquired to the contract and considered paying the County on a per incident basis. Based on numbers provided by the County, it was determined that the City's response volume would result fees of approximately \$60,000. Payments to animal control are made on a monthly basis.

COW Recommendation: Place the renewal of the contract with Logan County for Animal Control services on the May 15th Council agenda.

Council Recommendation: Approve the renewal of the contract with Logan County for Animal Control services.



Logan County Board

P.O. Box 39
Lincoln, Illinois 62656
Phone: 217-732-6400
Fax: 217-735-5246

CITY CLERK
LINCOLN, ILLINOIS

APR 21 2017

RECEIVED

April 19, 2017

Mayor Seth Goodman
P.O. Box 509
Lincoln, IL 62656

Dear Mayor Goodman,

Attached is a copy of the new version of the agreement between the City of Lincoln and Logan County for Animal Control services.

Contracts are being offered this year at the same rate as last year. You have the option to pay annually or monthly.

Please be advised that the Logan County Board has approved a \$200 fee to be charged to municipalities which do not have a contract and Animal Control is called to an animal problem in that community. For the safety of County residents, we respond to animal calls in all communities, regardless of whether a contract is in place.

If you have any questions, you may reach me at 217-737-2802, or leave a message with our County Board Administrative Assistant, Amy Kuhlman, at 217-732-6400.

Make checks payable to: Logan County
Send payments to: Logan County Treasurer
P.O. Box 400
Lincoln, IL 62656

Sincerely,

Bob Sanders
Chairman
Logan County Animal Control Committee

AGREEMENT

This AGREEMENT made and entered into this 1st day of June, 2017, by and between Logan County, a body corporate and politic, existing by and under the laws of the State of Illinois, (hereinafter referred to as the "County"), and City of **LINCOLN**, a municipal corporation, existing by and under the laws of the State of Illinois, (hereinafter referred to as the "City"),

WITNESSETH:

WHEREAS, the County is authorized under the Illinois Animal Control Act to provide certain animal control services and to enter into agreements regarding the provision of said services, and

WHEREAS, the City of Lincoln, pursuant to the Cities and Villages Act, Chapter 65, paragraph 5/11-20-9, Illinois Compiled Statutes, is authorized to regulate and prohibit the running-at-large of animals within the City limits of Lincoln, Illinois, and

WHEREAS, the City of Lincoln has passed certain ordinances which prohibit the running-at-large of certain animals within its jurisdiction and has made other provisions to promote the health, welfare and safety of humans and animals within said jurisdiction, and

WHEREAS, the City and County wish to enter into a contractual relationship providing for certain animal control and animal shelter services within the County of Logan and municipality of Lincoln.

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings hereinafter set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

1. **TERM** This Agreement shall commence at 12:01 P.M. on June 1st, 2017, and shall terminate at 11:59 A.M. May 31, 2018 unless otherwise terminated or extended.

2. **COMPENSATION TO LOGAN COUNTY** The City agrees to pay the County for the services hereinafter set forth, the sum of \$40,190.52 for a 12 month period from June 1st, 2017 through May 31, 2018. All payments shall be made in equal monthly installments and such payments shall commence on or before the 15th of June, 2017 and shall continue on the 15th day of each month

thereafter. The monthly payment shall be \$3,349.21. All payments shall be made to the Logan County Treasurer, P.O. Box 400, Lincoln, Illinois 62656 and deposited to the County's Animal Control Fund.

3. SERVICES TO BE PROVIDED BY COUNTY

- a. **Animal Shelter and Pound** Logan County will furnish, operate and maintain an animal shelter and pound for lost, strayed, captured, surrendered or homeless dogs and cats in Logan County. The shelter shall be operated and maintained according to regulations of the Illinois Department of Agriculture. Logan County will provide humane treatment for all animals in its care and custody; provided that Logan County, under the direction of the Administrator of the Animal Control Ordinance (hereinafter referred to as Administrator), shall humanely dispose of such animals as provided by statute, regulation or ordinance. Logan County shall keep accurate records of all animals taken into its custody and impounded and shall record the final disposition made of an impounded animal.
- b. **Administration of Shelter** Logan County will maintain reasonable office hours at the shelter for the convenience of the public and for the purpose of transacting business in connection with its duties under this Agreement, such as for reception of captured or surrendered animals and for transacting business relating to the redemption or adoption of impounded animals.
- c. **Employment of Personnel** Logan County shall employ individuals to carry out its duties under this Agreement. Logan County shall thoroughly familiarize such personnel with all applicable statutes, rules, regulations and ordinances pertaining to animal control within Logan County.
- d. **Enforcement of Animal Control Laws** Logan County shall certify to the Administrator one or more of its employees as being trained and competent to assume the duties of the Animal Control Warden. The Administrator shall appoint such employees as Animal Control Wardens to enforce all applicable statutes, regulations, City ordinances and County ordinances relating to animal control and to capture and impound dogs found running-at-large within the City. Animal Control agrees to respond 24 hours a day to barking

dogs, dogs running-at-large, bite cases and injured dogs or cats. Animal Control will maintain reasonable hours for reclaims, adoptions and other non-emergency needs. The Animal Control Wardens shall be employees of, and be compensated by, Logan County.

e. **Cooperation with Other Departments** Logan County will cooperate with personnel of City of Lincoln Police Department, Logan County Sheriff's Office and Logan County Health Department in investigating complaints for violation of animal control and animal welfare laws and ordinances and shall respond directly and investigate citizen complaints of violations of such laws and ordinances. When warranted, Logan County shall prepare and transmit investigative reports of violations to the State's Attorney of Logan County for his review and the filing of charges or actions if appropriate. If charges or actions are filed by the State's Attorney, Logan County and the City of Lincoln will cooperate fully in the prosecution of the same. The City Attorney, however, will prosecute actions under the City Leash Ordinances and all such fines and penalties collected shall be retained by the City.

f. **Issuance of Dog Registrations, Collection of Fees, Maintenance** Under the supervision of the Administrator, Logan County shall issue dog and cat registration tags for all dogs and cats required to be registered in Logan County, and shall collect and retain all registration fees. In addition, Logan County shall collect and retain all required rabies inoculation, housing, neutering and adoption fees. Logan County shall keep complete and accurate records of the issuance of registration tags and the receipt of all fees and charges enumerated above.

4. **INSURANCE** The County of Logan, at its own cost and expense, shall carry insurance for the benefit of and to protect itself against all claims, demands, causes of action or judgments and from all expenses that may be incurred in investigating or resisting the same stemming from the performance of its duties described above. The City shall be responsible for obtaining and paying for any insurance it may feel is appropriate.

5. AGREEMENT NOT ASSIGNABLE Neither party may sell, mortgage or assign this Agreement, or the powers granted to it, or any interest therein.

6. ENTIRE AGREEMENT This Agreement contains the entire understanding of the Parties and no warranties, representations, covenants, or agreements have been made with respect to the subject matter of this Agreement except as stated in this Agreement. This Agreement may not be amended or modified except in writing and signed by the Parties.

This Agreement entered into the day and year first set forth above pursuant to authority given by the respective governing bodies of both the County and the City.

City of Lincoln, Illinois

By: _____
Mayor


ATTEST: _____ (SEAL) _____
City Clerk Date

County of Logan, Illinois

By: _____
Chairman, Logan County Board

ATTEST: _____ (SEAL) _____
Logan County Clerk Date

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln
FROM: Clay T. Johnson, City Administrator 
MEETING
DATE: May 9, 2017
RE: Street Facility Change Order

Background

Work is approximately 98% complete at the new street garage with the remaining 2% related to some electrical work and our final punch list for the project.

Analysis/Discussion

Some change requests had arisen during the latter course of construction which need to be addressed by the Council. A summary of the individual components of the change requests are below. This is an overview of the change orders and will be explained in greater detail on Tuesday evening.

- **#1 Storm Sewer Outlet** – In the course of following the design, O’Shea Construction encountered a conflict between the designed storm sewer and a structure coming from Precision Products. O’Shea had already set a manhole in Limit Street with the anticipation of connecting the storm sewer. That was lost because the storm sewer had to be redesigned to a new location. The second location encountered a private sanitary sewer coming from Illinois American Water which caused a third design which ran the storm sewer at a 45 degree angle from the entrance to a manhole in Limit Street. A conflict structure or doghouse had to be installed at the conflict point between our storm sewer and Illinois American Water’s sanitary line. This work was conducted prior to O’Shea being given permission to proceed. The total cost for this work was \$40,347. Farnsworth has offered to pay \$23,562 of this cost which is based on the costs of setting the first manhole and the additional pipe needed to connect into Limit Street.
- **#2 Street Sweeper Ramp** – After installation it was determined that the Street Sweeper ramp would not work for our equipment and was subsequently removed at a cost of \$10,097.
- **#3 Setting of Fence Posts** – Fence posts were set in the southeast corner of the property using GPS coordinates which did not reflect the new property lines of the land swap with Illinois American Water. This cost was \$639 to be covered by Farnsworth Group.
- **#4 Installation of a 16’ Gate** – Ameren requested that they have access to their easement and high voltage wires to the rear of our property through a dedicated gate. The cost of installing the gate is \$1,537 and will be reimbursed by Farnsworth.
- **#5 Brick Paver Sealant** – A seal coat was placed over brick pavers at the facility once it appeared that the floor would trap dirt. We believed that the Street Crew could put the sealant down once they moved into the building. However, O’Shea completed this work prior to being given authorization to proceed at a cost of \$605.

- **#6 Communications Floor Box** – A floor box for electrical and data was not in the original design but was requested to accommodate the conference room space. The cost of this change totaled \$711.
- **#7 Leak Detection Vault** – Farnsworth was provided with specification from the Champaign office of Illinois American Water on leak detection vaults with the understanding that those specifications are uniform statewide. However, the Lincoln Office has different specifications. Rather than have to dig a new leak detection vault, we were able to relocate the equipment inside the building to which Illinois American Water has agreed. The cost of the new work is \$413.50 to be reimbursed by Farnsworth.

Fiscal Impact

The total cost of the change order comes to \$54,349.50. Of that cost, the City is responsible for \$28,198. Farnsworth has agreed to provide the city \$26,151.50. The additional cost will need to come from the Capital Project Fund.

City of Lincoln Costs	Farnsworth Group Costs
\$16,785.00	\$23,562.00
\$10,097.00	\$639.00
\$605.00	\$1,537.00
\$711.00	\$413.50
<i>\$28,198.00</i>	<i>\$26,151.00</i>

COW Recommendation

Place consideration of the change order on the Council's May 15th agenda.

Council Recommendation

Approve the change order in an amount not to exceed \$54,349.50 with certain costs to be reimbursed by Farnsworth Group in an amount of \$26,151.

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address): City of Lincoln New Streets Department Facility 313 Limit Street Lincoln, IL 62656	CHANGE ORDER NUMBER: 005R DATE: May 2, 2017	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
YO-CONTRACTOR (Name and address): O'Shea Builders 3401 Constitution Drive Springfield, IL 62711	ARCHITECT'S PROJECT NUMBER: 0150533.00 CONTRACT DATE: April 5, 2016 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

- 1 - REVISE storm sewer outlet to tap location and configuration to avoid previously unidentified 24" sanitary sewer main. Add new siphon structure to accommodate IAWP sanitary line located during reconfiguration work. (Total Cost: \$40,347.00) FGI will reimburse the City for remedial work associated with the unidentified sanitary sewer and street tap in an amount of \$23,562.00. See attached CR 16.
- 2 - REVISE site paving to DELETE street sweeper dump ramp. REMOVE existing ramp section that was previously poured, regrade subgrade and pour back to match adjacent pavement elevation. (Total Cost: \$10,097.00) See attached CR 23.
- 3 - Relocate fence posts at southeast corner of site to reflect revised Illinois American Water land swap per attached CR 026. (Total Cost: \$639.00) FGI will reimburse the City for this expense.
- 4 - Install 16' gate at west fence line northwest corner as required for Ameren Easement per attached CR 027. (Total Cost: \$1,537.00) FGI will reimburse the City for this expense.
- 5 - Install masonry seal coat over street brick floor pavers per attached CR 033. (Total Cost: \$605.00)
- 6 - Install owner requested electrical/communications floor box at conference room per attached CR 037. (Total Cost: \$711.00)
- 7 - Install spool piping in leak detection vault per revised Illinois American Water Requirements per attached CR 039. (Total Cost: 413.50) FGI will reimburse the City for this expense.

The original Contract Sum was	\$ 4,232,855.00
The net change by previously authorized Change Orders	\$ 30,279.00
The Contract Sum prior to this Change Order was	\$ 4,263,134.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 54,349.50
The new Contract Sum including this Change Order will be	\$ 4,317,483.50

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

CHANGE REQUEST PROPOSAL

HEADQUARTERS
 3401 Constitution Drive
 Springfield, IL 62711
 317.522.2626 PH
 688.930.2099 FAX
 www.osheabuilders.com

PEORIA OFFICE
 2400 N. Main St., Suite G
 East Peoria, IL 61611
 309.740.3430 PH
 888.930.2099 FAX



CR # 0116

Project: 5286 / Lincoln Street Department
 319 LIMIT ST.
 CLAY JOHNSON
 LINCOLN, IL 62850

12/14/2016

Customer: CITY OF LINCOLN

Description: Revised Storm Outlet Layout

Status: P

Notice to Proceed	Quotation
Submitted date:	Submitted date: 01/18/17
Received date:	Due date:
Rough order of magnitude: 0.00	Submitted amount: 40,347.00
	Requested days delay: 0

Scope of Work
 HOB - Provide labor, material and equipment to tap into existing street manhole for storm pipe outlet. Provide dog house structure to accommodate IAWP sanitary line.

Harold O'Shea Builders

Phase Code / Description	Cost Type	Quantity	UM	Amount
99900-0008-1 Storm Sewer Tap Extra	E			5,466.00
99900-0008-1 Storm Sewer Tap Extra	L			19,430.34
99900-0008-1 Storm Sewer Tap Extra	M			9,372.83
Harold O'Shea Builders Total:				34,269.17
Subtotal:				34,269.17
Overhead & Profit				6,051.83
Total Price for CR 016				40,347.00

Approvals

Customer: CITY OF LINCOLN
 Authorized Representative: _____
 By: _____
 Date: _____

Contractor: O'Shea Builders
 By: _____
 Date: _____

PATRICK LINE TRUCKING, INC

1468 1250th Ave
 Springfield, IL 62761
 217-306-5496 Fax 217-732-2988

Invoice

DATE	INVOICE #
11/27/2016	#2017

Client
 O'Shea Harold Builders
 3701 Constitution Dr
 Springfield, IL 62711

PAID
 NOV 28 2016
 O'SHEA
 15244

SERVICED	ITEM	Truck	DESCRIPTION	MILES	RATE	AMOUNT
11/15/2016	vac		JOB - NEW CITY BUILDING			
11/15/2016	vac		ROCKFORD INDIAN POINT ATHENS	19.97	7.25	144.96
11/15/2016	vac			20.84	7.25	151.19
11/17/2016	vac			19.53	7.25	141.77
11/17/2016	vac		SPRINGFIELD VULCAN MATERIALS	20.17	7.25	147.23
11/14/2016	DR	38	RL Ticker 19845	4.5	80.00	360.00
11/15/2016	DR	42	RL Ticker 22546	2.5	80.00	200.00
11/16/2016	DR	42	RL Ticker 20676	2.5	80.00	200.00
11/17/2016	DR	76	RL Ticker 19407	5.5	90.00	495.00
Total						8231.84

PATRICK HEFFUCKING, INC.
 11661 SOUTHWEST HIGHWAY, SUITE 100
 CHANDLER, ARIZONA 85226
 PHONE: (480) 948-3333
RENTED PROGRAM FORM

DATE: 11/15/11
 TO: STANLEY KEENE
 FROM: STANLEY KEENE

REPORT: _____
 TAG NO: _____

TRUCK NO.	FORN MAKE	YEAR	MAKE/MAKE/TYPE	STAMP	STAMP
<u>13</u>	<u>05 Ford</u>	<u>2005</u>	<u>FORD</u>	<u>11/15/11</u>	<u>11/15/11</u>
<u>14</u>	<u>05 Ford</u>	<u>2005</u>	<u>FORD</u>	<u>11/15/11</u>	<u>11/15/11</u>
<u>15</u>	<u>05 Ford</u>	<u>2005</u>	<u>FORD</u>	<u>11/15/11</u>	<u>11/15/11</u>

THIS IS NOT A BILL
 LANCE # 17
 NO. 17

SUPERVISOR: _____
 SUPERVISOR: _____

PATRICK HEITRICK INC.

1681258th Ave. Lincoln, IL 62656
Phone 618/217-3065/476

RENTED TRUCK FORM

Date: 12-1-81

Reported: 12-1-81

TRUCK NO.	JOB NAME NO.	WARRANTY DATED	START	STOP	HOURS
<u>22</u>	<u>051ca</u>	<u>12-1-81</u>			<u>7 1/2</u>

THIS IS NOT A BILL

PAID BY NO. 11

Superintendent: [Signature]

OPERATION NO. [Signature]



PATRICK LEASING INC
 1100 Tenth Ave. Houston, TX 77001
 Phone: 281-271-0654
RENTED TRUCK FORM

Date: _____

Reported to: _____

TRUCK NO.	JOB NAME NO.	MATERIALS USED	START	STOP	HOURS
47	OSMA	DRY			3/2
2					

THIS IS NOT A BILL
 NUMBER 101

Signature of Lessee: _____
 SUPERVISOR

PATRICK LEEDS CONCRETE
 1100 S. 10th Ave. - Unit 100 - Los Angeles, CA 90015
 Phone: (213) 425-1234
RENTED PATRICK FORM

Date: 10-1-78

Reported: _____

PROJECT NO.	JOB NAME NO.	DATE RENTED	START	STOP	HOURS
AL					S/B

THIS IS NOT A BILL
 FROM THE
 RENTER

RENTED FROM
 PATRICK LEEDS CONCRETE

PATRICK LEE TRUCKING, INC.
 1160 1250th Ave. Lincoln, IL 62556
 Phone: Cell (217) 206-8876

NS 10720

RENTED TRUCK FORM

Date: 11-21-16
 Job: 10720

Reported: 11/21/16
 by: JD

TRUCK NO.	JOB NAME/NO.	MATERIALS USED	START	STOP	HOURS
<u>37</u> <u>Patrick Lee</u>	<u>Lincoln</u> <u>City</u>	<u>Oil for 150000</u> <u>11</u>			

THIS IS NOT A BILL

LUNCH

JD

Supervisor/Driver Must Approve Work Daily

SUPERVISOR

JD

United Rentals

4 WEEK BILLING INVOICE

141004028.002

GEN & STRAITS BUILDING
214 W 1ST ST
100' ACROSS FROM PROCESSION TANK
LINCOLN NE 68508
OFFICE: 407-522-2626 CELL: 407-306-6199

Customer Invoice Date: 12/15/2014
Invoice #: 141004028.002
Billing Period: 12/15/2014 - 01/05/2015
Due Date: 01/05/2015
Customer: GEN & STRAITS BUILDING
Address: 214 W 1ST ST, LINCOLN, NE 68508
Contact: [Redacted]
Phone: [Redacted]

UNION O'NEAL BUILDING
5401 CONSTITUTION DR
MORNINGVIEW NE, 68111-7013

Invoice Amount: \$1,725.00
Total Due: \$1,725.00
Payment Method: [Redacted]

Item #	Description	Quantity	Unit Price	Total Price
1000000000	100' ACROSS FROM PROCESSION TANK	1	1725.00	1725.00
Subtotal				1725.00
Taxes				0.00
Total Due				1725.00

DEC 15 2014
031

CHANGE REQUEST PROPOSAL

HEADQUARTERS
 3401 Constitution Drive
 Springfield, IL 62711
 217.522.2828 PH
 888.830.2099 FAX
 www.osheabuilders.com

PEORIA OFFICE
 2400 N Mah St., Suite G
 East Peoria, IL 61611
 309.740.3490 PH
 888.830.2099 FAX



CR # 023

Project: 5266 / Lincoln Street Department
 313 LIND ST.
 CLAY JOHNSON
 LINCOLN, IL 62856

01/26/2017

Customer: CITY OF LINCOLN

Description: Ramp Removal to Pavement
Status: P

Notice to Proceed

Submitted date:
 Received date:
 Rough order of magnitude: 0.00

Quotation

Submitted date: 01/26/17
 Due date:
 Submitted amount: 10,097.00
 Requested days delay: 0

Scope of Work

HOB - Remove ramp section that is poured, remove stone installed underneath and regrade subgrade. Pour pack area to match pavement

Subcontractor Pricing

Phase Code / Description	Cost Type	Amount
02751-1000-1	Bortmess Cement Contractor Inc: Cement Finishing	1,200.00
Subcontractor Pricing Total:		1,200.00

Harold O'Shea Builders

Phase Code / Description	Cost Type	Quantity	UM	Amount
03100-3015-1	Concrete: Ready Mix		cy	2,400.00
02050-2094-1	Site Demo		hr	3,635.24
99900-0011-1	Demo & Regrade Conc Ramp			1,347.00
Harold O'Shea Builders Total:				7,382.24

Subtotal:	8,582.24
Overhead & Profit	1,514.76
Total Price for CR 023	10,097.00

Approvals

Customer: CITY OF LINCOLN

Contractor: O'Shea Builders

Authorized Representative: _____

By: _____

By: _____

Date: _____

Date: _____

Jeremy Meats

From: Jeremy Miller
Sent: Monday, January 23, 2017 12:46 PM
To: Jeremy Meats
Subject: ramp tear out & repour

I talked to Ronnie about this his labor price for the new paving at the ramp location is \$1200.00 this includes a deduct for the section of ramp that was not poured being changed to paving. He has a different labor rate for the two. I priced the concrete material with the plant and came up with \$2400.00 that is including all additives, hot water, & super. We just need a price from Kurt on the demo & regrade.



PATRICK LEE TRUCKING, INC

1168 1250th Ave.
 Lincoln, IL 62656
 217 306 5476 Fax: 217 732 2966

Invoice

DATE	INVOICE #
2/20/2017	7096

BILL TO
O'Shea Harold Builders 3401 Constitution Dr. Springfield, IL 62711

PAID
 FEB 22 2017
 O'SHEA

SERVICED	ITEM	Truck	DESCRIPTION	HR/TON	RATE	AMOUNT
2/16/2017	RR3		JOB - CITY BUILDING LINCOLN			
2/17/2017	RR3		Rock from Indian Point Athens	28.01	7.25	203.07
				13.94	7.25	101.07
2/3/2017	Dirt	44	PL Ticket 23122	1.5	80.00	120.00
2/8/2017	Concrete	31	PL Ticket 20025 -- 99900.0011.1	4	80.00	320.00
2/14/2017	Dirt	37	PL Ticket 17924 -- 99900.0011.1	4.5	80.00	360.00
2/14/2017	Stumps	67	PL Ticket 19928	2	90.00	180.00
2/15/2017	Dirt	37	PL Ticket 17925	8	80.00	640.00
2/17/2017	Asphalt	37	PL Ticket 19951	5.5	80.00	440.00
					Total	\$2,364.14

ALTORFER

ALTORFER RENTS



Construction • Power Systems • Ag Machinery • Lift Trucks • Compactors • Construction Packaging • Rental Services

PAID TO THE ORDER OF
ALTORFER RENTS

EQUIPMENT RENTAL
INVOICE

RECEIVED

SOLE TO HAROLD O'SHEA BUILDERS
3401 CONSTITUTION DR
SPRINGFIELD, IL 62711-7083

ON FEB 09 2017 TO CUSTOMER P/U
SPRINGFIELD
O'SHEA

INVOICE NUMBER	ISSUE DATE	START DATE	END DATE	VEHICLE IDENTIFICATION NUMBER	VEHICLE TYPE	ITEM CODE	QUANTITY	UNIT PRICE	TOTAL PRICE
00552701	02-08-17	362990	15266	307	B				
005527	02-07-17			30	WHEEL GALE				451.886
TV	796600	001324019001							235.1118

CUSTOMER CONTACT: JEREMY MILLER

EQUIPMENT RENTAL FROM 02/07/17 THRU 02/08/17
 1.0 ID NO: 141R686 SERIAL NO: 001324019001 235.00
 74HP DSI SELF-PROPELLED SAW - 36" GUARD - 796600
 HRS OUT: 284.3 CURRENT BMD: 235.1 Total: 0.8

TERMS: NET DUE UPON RECEIPT OF INVOICE

1.0 ENVIRONMENTAL FEE 12.00

ALTORFER

Altorfer Rents
P.O. Box 1347
Cedar Rapids, IA 52408-1347
Phone: 319-388-0811 Fax: 319-388-9639

USD

PAY THE AMOUNT	237.00
AMOUNT CREDITED	

A SERVICE CHARGE OF 1% PER MONTH (WHICH IS AN ANNUAL PERCENTAGE RATE) WILL BE APPLIED TO ALL PAST DUE ACCOUNTS.



PLEASE PRINT NAME

ALTORFER RENTS
P.O. BOX 1347
CEDAR RAPIDS, IA 52408-1347

CHANGE REQUEST PROPOSAL

HEADQUARTERS
 3401 Constitution Drive
 Springfield, IL 62711
 217.522.2828 PH
 688.930.2009 FAX
 www.osheabuilders.com

PEORIA OFFICE
 2400 N. Main St., Suite G
 East Peoria, IL 61611
 309.740.3439 PH
 688.930.2009 FAX



CR # 026

Project: 5266 / Lincoln Street Department
 313 LIMIT ST.
 CLAY JOHNSON
 LINCOLN, IL 62656

03/03/2017

Customer: CITY OF LINCOLN

Description: Relocate Fence at IAWP

Status: P

Notice to Proceed

Submitted date:
Received date:
Rough order of magnitude: 0.00

Quotation

Submitted date: 03/03/17
Due date:
Submitted amount: 639.00
Requested days delay: 0

Scope of Work

Goodman - Provide removal and replacement of fence post as required by landswap with IAWP.

Subcontractor Pricing

Phase Code / Description	Cost Type	Amount
62820-1000-1 Goodman Fence, Inc: Fences & Gates	S	575.00
Subcontractor Pricing Total:		575.00
Subtotal:		575.00
Overhead & Profit		64.00
Total Price for CR 026		639.00

Approvals

Customer: CITY OF LINCOLN

Contractor: O'Shea Builders

Authorized Representative: _____

By: _____

By: _____

Date: _____

Date: _____

Jeremy Meats

From: Goodman Fence inc. <goodmanfence@gmail.com>
Sent: Friday, March 03, 2017 8:00 AM
To: Jeremy Meats
Subject: Lincoln streets dept
Attachments: JotNot_03-03-2017.pdf; ATT00001.txt

Hi Jeremy

Here is the pricing for the options on the changes on the fence at Lincoln Streets dept. let me know what they want to do when you hear from them. I hope they go with option 1 also. We also need a change order where we had to move 10 posts on the other side. We went by the marks the city laid out and the water company behind made us move them in. Jeremy knows about it. There is a 40' easement there. That ended up at \$575. Thanks
Randy

Created with JotNot.

<http://itunes.apple.com/us/app/jotnot-scanner/id307868751?mt=8>

CHANGE REQUEST PROPOSAL

HEADQUARTERS
 3401 Constitution Drive
 Springfield, IL 62711
 217.522.2828 PH
 888.930.2008 FAX
 www.osheabuilders.com

PEORIA OFFICE
 2400 N. Main St., Suite G
 East Peoria, IL 61611
 309.740.3430 PH
 888.930.2008 FAX



CR # 027

Project: 5266 / Lincoln Street Department
 313 LIMIT ST.
 CLAY JOHNSON
 LINCOLN, IL 62656

03/03/2017

Customer: CITY OF LINCOLN

Description: Add 10' Gate at NE Corner
Status: P

Notice to Proceed

Submitted date:
Received date:
Rough order of magnitude: 0.00

Quotation

Submitted date: 03/03/17
Due date:
Submitted amount: 1,537.00
Requested days delay: 0

Scope of Work

Goodman - Provide a 10' gate at the NW corner of the fencing.

Subcontractor Pricing

Phase Code / Description	Cost Type	Amount
02820-1000-1 Goodman Fence, Inc: Fences & Gates	S	1,383.00
Subcontractor Pricing Total:		1,383.00
Subtotal:		1,383.00
Overhead & Profit		154.00
Total Price for CR 027		1,537.00

Approvals

Customer: CITY OF LINCOLN

Contractor: O'Shea Builders

Authorized Representative: _____

By: _____

By: _____

Date: _____

Date: _____

GOODMAN FENCE, INC.

RESIDENTIAL, COMMERCIAL & INDUSTRIAL

Fax # 217-487-7224
www.goodmanfence.com



5898 NORTH WALNUT STREET ROAD
SPRINGFIELD, ILLINOIS 62707
217-487-7205

DATE 3-10-17

SOLD TO O'Shea Builders

EMAIL _____

ADDRESS _____ Zone _____

TELEPHONE NO. 836-6421

LOCATION Lincoln Streets Dept.

WORK NO. _____

Total Height 8+6 rails
Post Spaced 10' on bars Top Rail _____ O.D.
Style Fence Chain link Line Post _____ O.D.
Gauge 9 ga. 11 1/2 ga. End Post _____ O.D.
All Posts Set in Concrete Corner Post _____ O.D.
Walk Gate Post _____ O.D.

TERMS
Cash Upon Completion
30 Days
After 30 days, a Service Charge of 1 1/2 percent will be charged on the unpaid balance each month. Annual percentage rate of 18%

Drive Gate Post _____ O.D.
Gate Frames _____ O.D.

* get exact location from Jeremy Miller on site

QUANTITY	
	Add 1-16' wide DD gate on east fence in NE corner install
1	4" gate post
	reverse 1-3" gate post

Total \$1,383.00

FOR YOUR PROTECTION

On payments to us, use check or money order payable to company as shown on heading of this sales contract

Down _____

Salesman Randy Atkins Total _____

CONTRACT CONDITIONS

GOODMAN FENCE, INC. will warrant our workmanship for above fence for one year.
I, individually and on behalf of the undersigned business, if any (collectively "Customer"), agree to be responsible for the payment to Goodman Fence, Inc ("Goodman") for any and all materials and/or services furnished to me and/or the undersigned business, if any, by Goodman. I have read the terms and conditions which appear on the reverse side of this agreement (the "Agreement") and I agree to the same.

ACCEPTED _____

CHANGE REQUEST PROPOSAL

HEADQUARTERS
 3401 Constitution Drive
 Springfield, IL 62711
 217.522.2826 PH
 888.930.2009 FAX
 www.osheabuilders.com

PEORIA OFFICE
 2400 N. Main St., Suite G
 East Peoria, IL 61611
 309.740.3430 PH
 888.930.2009 FAX



CR #	033
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Project: 5266 / Lincoln Street Department
 313 LIMIT ST
 CLAY JOHNSON
 LINCOLN, IL 62858

03/21/2017

Customer: CITY OF LINCOLN

Description: Seal Brick Paver Floor
Status: P

Notice to Proceed	Quotation
Submitted date:	Submitted date: 03/21/17
Received date:	Due date:
Rough order of magnitude: 0.00	Submitted amount: 605.00
	Requested days delay: 0

Scope of Work

HOB - Provide sealer for brick pavers in front of the reception desk.

Harold O'Shea Builders

Phase Code / Description	Cost Type	Quantity	UM	Amount
99900-0015-1 Sealing Brick Pavers	L			264.00
99900-0015-1 Sealing Brick Pavers	M			250.00
Harold O'Shea Builders Total:				514.00
Subtotal:				514.00
Overhead & Profit				91.00
Total Price for CR 033				605.00

Approvals

Customer: CITY OF LINCOLN	Contractor: O'Shea Builders
Authorized Representative: _____	
By: _____	By: _____
Date: _____	Date: _____

CHANGE REQUEST PROPOSAL

HEADQUARTERS
 3401 Constitution Drive
 Springfield, IL 62711
 217.522.2828 PH
 888.930.2009 FAX
 www.osheabuilders.com

PEORIA OFFICE
 2400 N. Main St., Suite G
 East Peoria, IL 61611
 309.740.3430 PH
 888.930.2000 FAX



CR # 037

Project: 8266 / Lincoln Street Department
 313 LIMIT ST.
 CLAY JOHNSON
 LINCOLN, IL 62656

03/27/2017

Customer: CITY OF LINCOLN

Description: Floor Box in Conf. Room

Status: P

Notice to Proceed	Quotation
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Submitted date:
Received date:
Rough order of magnitude: 0.00

Submitted date: 03/27/17
Due date:
Submitted amount: 711.00
Requester/ days delay: 0

Scope of Work

Fitzpatrick - Provide floor box for conference room in office area, per the direction of the Architect.

Subcontractor Pricing

Phase Code / Description	Cost Type	Amount
18000-1000-1 Fitzpatrick & Son Electric,Inc: Electrical	S	840.00
Subcontractor Pricing Total:		840.00
Subtotal:		840.00
Overhead & Profit		71.00
Total Price for CR 037		711.00

Approvals

Customer: CITY OF LINCOLN
Authorized Representative: _____
By: _____
Date: _____

Contractor: O'Shea Builders
By: _____
Date: _____

CHANGE REQUEST PROPOSAL

HEADQUARTERS
 3401 Constitution Drive
 Springfield, IL 62711
 217.522.2826 PH
 888.930.2009 FAX
 www.osheabuilders.com

PEORIA OFFICE
 2400 N. Main St., Suite G
 East Peoria, IL 61611
 309.740.3430 PH
 888.930.2009 FAX



CR # 039

Project: 5266 / Lincoln Street Department
 313 LIMIT ST.
 CLAY JOHNSON
 LINCOLN, IL 62856

03/28/2017

Customer: CITY OF LINCOLN

Description: IAWP Meter Requirements

Status: P

Notice to Proceed

Submitted date:
Received date:
Rough order of magnitude: 0.00

Quotation

Submitted date: 03/28/17
Due date:
Submitted amount: 413.50
Requested days delay: 0

Scope of Work

Petersburg - Provide a spool for between the valves in the vault that IAWP will not use.

Subcontractor Pricing

Phase Code / Description	Cost Type	Amount
02500-1000-1 Petersburg Plumbing & Excavati: Site Sanitary/Water	S	413.50
Subcontractor Pricing Total:		413.50
Subtotal:		413.50
Overhead & Profit		0.00
Total Price for CR 039		413.50

Approvals

Customer: CITY OF LINCOLN
 Authorized Representative: _____
 By: _____
 Date: _____

Contractor: O'Shea Builders
 By: _____
 Date: _____

Cory Hoke

From: Brian Vogt <brian@henson-robinson.com>
Sent: Thursday, March 30, 2017 12:59 PM
To: Cory Hoke
Subject: FW: Lincoln Street Dept

Cory,

Please delete \$110.00 for travel from below.

Thanks,

Brian K. Vogt

President/Project Manager
Petersburg Plumbing and Excavating,
A Subsidiary of Henson Robinson, Co.
Office: 217-321-0036
Cell: 217-652-9906
Visit us at www.hensonrobinson.com and
follow us on Facebook or LinkedIn

From: Brian Vogt [mailto:brian@henson-robinson.com]
Sent: Monday, March 27, 2017 9:33 AM
To: 'Jeremy Meats'
Cc: 'Jeremy Miller'
Subject: RE: Lincoln Street Dept

We would be \$523.50 to provide and install spool in place of the detector check in 5' manhole. I figured the material, picking it up and travel up and back, since we would have had the labor to install the check already when we were on site previously.

Thanks,

Brian K. Vogt

President/Project Manager
Petersburg Plumbing and Excavating,
A Subsidiary of Henson Robinson, Co.
Office: 217-321-0036
Cell: 217-652-9906
Visit us at www.hensonrobinson.com and
follow us on Facebook or LinkedIn

From: Jeremy Meats [mailto:jmeats@coshocbullders.com]
Sent: Monday, March 27, 2017 9:08 AM
To: Tim Dillon (timdillon@jcdilloninc.com); Brian Vogt
Cc: Jeremy Miller; Bishop, John
Subject: FW: Lincoln Street Dept

The RPZ is approved by IAWP and they will replace the meter on it with one of theirs as we discussed on Friday. Miller has put in the call to get the service activated. Please coordinate with him on getting the system flushed and finished.

Brian,

I just need the price from you to provide the jumper in the manhole outside. Thanks.

Let me know if you guys need anything else.

Jeremy Meats
Project Manager



P: 217.210.0152 | C: 217.836.6421

From: James M. Ray [<mailto:James.Ray@amwater.com>]

Sent: Monday, March 27, 2017 9:03 AM

To: Jeremy Meats <jmeats@osheabuilders.com>

Cc: Gabriel A. Bowden <Gabriel.Bowden@amwater.com>; Jeremy Miller <jmiller@osheabuilders.com>; Bishop, John <jbishop@amwater.com>; Adams, Don <dadams@amwater.com>

Subject: Re: Lincoln Street Dept

Jeremy,

That model is approved by Is. Please keep in touch with Gabriel as to when your plumber gets this installed so we can get our detector meter installed on it.

Thank you.

James M. Ray
Northern Division
New Business Supervisor

Illinois American Water
7500 N. Harker Dr.
Peoria, IL 61615

P. 309.566.4108

C. 309.222.3182

james.ray@amwater.com

On Mar 24, 2017, at 3:19 PM, Jeremy Meats <jmeats@osheabuilders.com> wrote:

EXTERNAL EMAIL - "Think before you click!"

Jim and Gabriel,

Thanks again for coming out today to run through our options for the fire water. Attached is the submittal that has been approved by the engineer. We cleared up the manufacturer issue and this is the

RPZ that is on site that you saw today. Please let me know if this meets your requirement and will accept your meter. Thanks again.

Jeremy Meats
Project Manager


<image001.png>

P: 217.210.0152 | C: 217.836.6421

<6 inch back flow preventer.pdf>

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MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln
FROM: Clay T. Johnson, City Administrator 
MEETING DATE: May 9, 2017
RE: High Speed Rail Project – Lincoln Depot – Change Orders #5-7

Background

Last week the Council was informed of impending change orders for the Depot which required immediate attention. The change order requests were broken down into three items due to the varying nature of the tasks described.

Previously this year, the Council authorized the Mayor or the City Administrator to approve Change Orders which were considered time critical for the completion of the project in an amount not to exceed \$20,000. Work has already begun on two of the three change orders. The other, Change Order #6 requires Council approval.

Analysis/Discussion

The tasks included in each change order is as follows:

- **Change Order 5:** Removal of the concrete header along the railroad line of approximately 300 feet. This process is extremely labor intensive and is exacerbated by the difficulties caused by working within the Union Pacific right-of-way. The total for this change order request is \$13,763. This is critical to allow for platform work to begin.
- **Change Order 6:** Hydro-excavation of 18 light and sign pole bases. Hydro-excavation uses high pressure water to remove earth for the placement of these poles. It is less invasive than mechanical removal. This process was required by Union Pacific to protect the integrity of the rail line and avoid damaging nearby utilities. The total cost of this change order request is \$33,907.
- **Change Order 7:** Repair needed to the rotunda gutter. Upon inspection it was noticed that the rotunda gutter was severely weathered and did not attach to the main structure. This work makes repairs to the weathered gutter, and placed a decorative cap at both ends of the rotunda. The total proposed cost for this work was \$5,594. This needed to be completed prior to the installation of drywall in the rotunda.

Fiscal Impact

The total cost for all change orders comes to \$53,264. This will be paid from the contingency budget of the project. If approved, the contingency budget will have \$281,513 remaining.

COW Recommendation

Place the approval of Change Orders #5-7 related to the High Speed Rail Project – Lincoln Depot on the Council's May 15th agenda.

Council Recommendation:

Approve Change Orders #5-7 related to the High Speed Rail Project – Lincoln Depot.

NSR Lincoln Station Renovation- Change Order #5
RD Lawrence Construction Co. Ltd.
April 27, 2017

Bulletin 027:
Received - 4/25/17

Proposal to remove concrete header along UP RR. This work includes the demolition and removal of approximately 300 feet of concrete along the UP RR. The removal of the vertical header has been deemed necessary by UP and the design team. The total for this work is \$13,763. The City has discussed the terms of total not to exceed.

Total: \$13,763

Prairie Engineers of Illinois, P.C. has reviewed the above proposed changes to the project and have found these changes necessary to be completed as described. We recommend them for approval.



Evan Cervi - Project Engineer
Prairie Engineers of Illinois, P.C.

Date: 4/13/17



R.D. LAWRENCE
Construction Co., Ltd.

April 24, 2017

City of Lincoln
700 Broadway St.
Lincoln, IL 62656

Attn: Mr. Clay Johnson

Re: Lincoln, IL High Speed Rail Station
Bulletin 027

Dear Clay:

We propose to provide additional work per Bulletin 027 for the sum shown below.

1. Remove concrete header as discussed with UP RR last Wednesday.	
RDL trucking, 16 hrs x \$85/hr	\$ 1,360
RDL equipment, 48 hrs x \$150	\$ 7,200
RDL labor, 48 hours x \$71 hrs	\$ 3,408
RDL fee	<u>\$ 1,795</u>
Total	\$13,763

Please send a change order if we are to proceed with this work.

Sincerely,



Gregory J. Goetz



HSR Lincoln Station Renovation- Change Order #6
FD Lawrence Construction Co. Ltd.
April 27, 2017

Bulletin 021:
Received - 4/27/17

Proposal to Hydro Excavate and Construction of 18 Pole Bases. This work will include the Hydro-Excavation of bases, disposal of excavated material, refilling of water for Hydro-Excavator and the forming and pouring of each of the modified bases in two steps. This work is being proposed based on the need for Hydro-Excavation in the vicinity of utilities. The total for this work is \$33,907. The City is to discuss with the Contractor the method of disposal.

Total: \$33,907

Prairie Engineers of Illinois, P.C. has reviewed the above proposed changes to the project and have found these changes necessary to be completed as described. We recommend them for approval.



Evan Cervi - Project Engineer
Prairie Engineers of Illinois, P.C.

Date: 4/20/17



R.D. LAWRENCE
Construction Co., Ltd.

April 26, 2017

City of Lincoln
700 Broadway St.
Lincoln, IL 62656

Attn: Mr. Clay Johnson

Re: Lincoln, IL High Speed Rail Station
Bulletin 021

Dear Clay:

We propose to provide changes per Bulletin 021 for the sum shown below.

Egizii, see page 1	\$33,829
RDL eliminate drilled piers	(\$2,288)
RDL fee	<u>\$ 2,366</u>
Total	\$33,907

Please note that this does not include cost for the revision to the storm sewer.

Please send a change order if we are to proceed with this work.

Sincerely,



Gregory J. Goetz





EGIZII ELECTRIC INC.



March 31st, 2017

To: Greg Goetz – RD Lawrence
RE: Lincoln HSR

Egizii Electric, Inc. is pleased to submit our proposal for the electrical work on the Lincoln High Speed Rail Station, Bulletin #21. Egizii's proposal is based on review and acceptance of mutually acceptable terms and conditions and as clarified below.

TOTAL PRICE:

	<u>Material</u>	<u>Labor</u>
Modified pole bases – forms, rebar two stage pour	(\$2,410.15)	(\$3,376.14)
Hydro-Excavation	(\$12,249.37)	(\$11,394.47)
Disposal of Spoils	(\$0.00)	(\$4,399.24)
Totals:	\$14,659.52	\$19,169.85

TOTAL ADD UP: THIRTY THREE THOUSAND EIGHT HUNDRED TWENTY NINE DOLLARS (\$33,829.00)

TERMS AND CONDITIONS:

- A. Prices – The prices quoted are good for sixty (60) days from date of bid.
- B. Form of Contract – Our proposal is based upon entering into the AIA Standard Form of Agreement which shall incorporate this scope letter and such other acceptable terms and conditions no less favorable than those of the prime contractor.
- C. Terms of Payment – Our proposal is based upon monthly progress payments and an acceptable schedule of values with retention per AIA contract requirements.
- D. Net 30 Days

CLARIFICATIONS:

- 1. Forming and pouring each of eight modified bases in two steps
- 2. Hydro-Excavation of eighteen pole bases
- 3. The disposal of the spoils from the Hydro-Excavation
- 4. Refilling of water for the Hydro-Excavator
- 5. Proposal is based on Monday-Friday 7 to 5 - 40 hours straight time work

Thank you for the opportunity to provide a quote for this project. Should you have any questions or comments, please feel free to contact us.

Very truly yours,
EGIZII ELECTRIC, INC.

Chad Bettis
Egizii Electric, Inc.



HSR Lincoln Station Renovation- Change Order #7
RD Lawrence Construction Co. Ltd.
April 28, 2017

RFP 021:

Received – 4/27/17

Proposal to repair the existing rotunda gutter. This work includes repairing the framing and reattaching the decorative trim. This work is being proposed based on unforeseen conditions of the framing of the rotunda prior to demolition. The total for this work is \$5,594.

Total: \$5,594

Prairie Engineers of Illinois, P.C. has reviewed the above proposed changes to the project and have found these changes necessary to be completed as described. We recommend them for approval.



Evan Cervi - Project Engineer

Prairie Engineers of Illinois, P.C.

Date: 4/28/17



April 27, 2017

City of Lincoln
700 Broadway St.
Lincoln, IL 62656

Attn: Mr. Clay Johnson

Re: Lincoln, IL High Speed Rail Station
RFP 21

Dear Clay:

We propose to provide repairs to the Rotunda gutter as shown in RFI 82 for the sum shown below.

RDL material and equipment	\$ 320
RDL labor, 64 hrs x \$71/ hr	\$4,544
RDL fee	<u>\$ 730</u>
Total	\$5,594

Please send a change order if we are to proceed with this work.

Sincerely,

Gregory J. Goetz



HSR Lincoln Station Renovation- Change Order #6A
RD Lawrence Construction Co. Ltd.
May 8, 2017

Bulletin 021R1:
Received – 5/5/17

This work is a revision to previously submitted Bulletin 021 and Change Order 6A. Platform Revisions. This amount was revised due to a revision in the scope of work. The total for this revision is \$18,920.

Total: \$18,920


Prairie Engineers of Illinois, P.C. has reviewed the above proposed changes to the project and have found these changes necessary to be completed as described. We recommend them for approval.



Date: 5/8/2017

Evan Cervi - Project Engineer
Prairie Engineers of Illinois, P.C.

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln
FROM: Clay T. Johnson, City Administrator 
MEETING
DATE: May 9, 2017
RE: Easement Agreement with McDonalds for Tropics Sign Location

Background

As the Council is aware, McDonalds Corporate and the franchisee have allowed for the Tropics sign to be located upon the site of the new McDonalds underway at the corner of Woodlawn Road and Hickox Drive/Lincoln Parkway. In order for the sign to be constructed, placed, and maintained on the McDonalds property, a temporary construction and perpetual easement must be granted to the City.

Analysis/Discussion

With this easement the Tropics sign may be located at the McDonalds upon its restoration. Under the terms of the easement, the City is responsible for maintenance and general upkeep of the sign and grounds within it.

Mr. Bates has reviewed the language of the easement agreement and had no comments for revision.

Fiscal Impact

None.

COW Recommendation:

After review place the easement agreement with McDonald's on the Council's May 15th agenda.

Council Recommendation:

Approve the easement agreement with McDonald's (Franchise Realty Investment Trust) for the location, construction, and maintenance of the Tropics sign.

City, State: Lincoln, IL
Address: 1109 Hickox Drive
L/C: 012-0205
File #2714

Prepared by Jacob Steinfink
After Recording, return to: Kim Delmedico
McDonald's Corporation
One McDonald's Plaza
Oak Brook, IL 60523

EASEMENT AGREEMENT

This Easement Agreement ("**Agreement**") is dated _____ between **FRANCHISE REALTY INVESTMENT TRUST-IL**, a real estate investment trust organized under the laws of the State of Maryland ("**Grantor**") and **THE CITY OF LINCOLN, ILLINOIS** ("**Grantee**"). The following statements are a material part of this Agreement:

A. Grantor is the owner of the property described on Exhibit A attached ("**Grantor's Property**"). A McDonald's restaurant located on an adjacent property is planning to be rebuilt and such restaurant will utilize Grantor's Property and as a condition of the rebuild Grantee is requiring a sign easement on Grantor's Property.

B. Grantor wishes to grant, and Grantee wishes to receive an easement for a sign over, under and across Grantor's Property as provided for in this Agreement.

Therefore, in consideration of \$10.00 and other valuable consideration, the receipt and sufficiency of which are acknowledged, the following grants, agreements, covenants and restrictions are made:

1. EASEMENTS

A. SIGN EASEMENT

Grantor grants and conveys to Grantee a perpetual, non-exclusive easement for the purpose of installing, operating, maintaining, repairing, replacing and renewing the sign depicted on Exhibit B (the "**Sign**") and related electric utilities over, above, along, under, in and across the area depicted on Exhibit C ("**Sign Easement Area**"). Grantor also grants and conveys to Grantee a perpetual non-exclusive easement for reasonable access over Grantor's property for access to maintain, repair, replace and renew the Sign. Grantee agrees to maintain the Sign and electrical hookup in good repair at all times. All costs related to the Sign including but not limited to the installation, operation, maintenance, repairs, replacement and renewing related to the Sign shall be at the sole cost of Grantee and Grantor shall have no responsibility in regard to the Sign.

B. TEMPORARY CONSTRUCTION EASEMENT

- i. Grantor grants and conveys to Grantee a non-exclusive temporary construction easement ("**Temporary Construction Easement**") located in the Temporary Construction Easement area (the "**Temporary Construction Easement Area**"), subject to matters of record and that a survey would reveal, upon, over, and across

the Temporary Construction Easement Area (depicted/described in Exhibit DC, attached hereto) for the purpose of performing Grantee's Work defined below.

- ii. Grantee's Work. Grantee will perform the following work within the Temporary Construction Easement Area: install the Sign and the electric facilities running to the sign ~~(collectively, "Grantee's Work")~~. Grantee agrees to coordinate its work with Grantor's general contractor so as to not interfere with the repaving the parking lot or any other work being performed on Grantor's property in connection with rebuilding the McDonald's restaurant, including any restoration work required to be performed by Grantee pursuant to Section 4f ~~(collectively, "Grantee's Work")~~.
- iii. Term. This Temporary Construction Easement will commence on the date of final execution of this Agreement and will automatically expire and terminate upon the date upon which Grantee's Work is completed, but in no event later than 12 months after the final execution of this Agreement (the "Term"). Grantee agrees to commence Grantee's Work either during Grantor's construction of the parking lot island in which the Sign is to be located or shortly after such construction is complete. Notwithstanding anything to the contrary, Grantee agrees to complete all of Grantee's Work prior to Grantor re-opening the McDonald's restaurant to the public after it is rebuilt.
- iv. Grantee's Work and Use of Temporary Construction Easement Area.
 - a. Grantee's Covenants and Warranties. Grantee covenants and warrants as follows: (i) that it will secure and to provide copies to Grantor of all necessary governmental and third party permits and approvals to undertake and complete Grantee's Work; (ii) that it will perform Grantee's Work at its sole cost and expense, and in a professional, good and workmanlike manner in conformance with customary engineering and construction practices, and in compliance with all applicable regulations and any agreements of record affecting Grantor's Property; In addition, Grantee will give Grantor written notice pursuant to Section 11 of the date upon which Grantee intends to commence Grantee's Work at least 10 days prior to the commencement of Grantee's Work.
 - b. No Grantee Interference. Grantee will perform Grantee's Work in such a manner so as to not affect the visibility of or access to Grantor's Property, or adversely affect the business and operation ~~on Grantor's Property of the~~ McDonald's restaurant, including without limitation, its drive-thru operation. Grantee will not interfere with any utility lines, facilities, or easements within the Temporary Construction Easement Area or elsewhere on Grantor's Property. Grantee will separate the Temporary Construction Easement Area by cones or by other appropriate construction safety barriers while Grantee performs Grantee's Work, and will not block or interfere with the access drives or drive-thru lanes on Grantor's Property.
 - c. No Grantee Storage. Grantee will not park on or store any construction vehicles, equipment or materials overnight on the Temporary Construction

Easement Area or on Grantor's Property. Grantee will not move, remove, or demolish any of Grantor's signs, access drives, curbing, or other improvements located within the Temporary Construction Easement Area or elsewhere on Grantor's Property, or as otherwise agreed to in writing by Grantor.

d. No Grantee Liens. Grantee will perform all of Grantee's Work at its sole cost and expense, and will not allow any mechanics' or other lien to be placed on Grantor's Property. If any lien arises, Grantee will fully discharge the lien at its expense no later than 15 days after the lien is filed and will promptly send written notice to Grantor, along with a copy of the recorded release or other proof in a form acceptable to Grantor that the lien was discharged.

e. No Hazardous Substances. Grantee agrees that it will not bring any hazardous substances in, on or under the Temporary Construction Easement Area or Grantor's Property, or cause any release of hazardous substances in, on, under or from the Temporary Construction Easement Area or Grantor's Property. Grantee further represents that if it introduces, releases, contacts or discovers any hazardous substances on, above, or below the Temporary Construction Easement Area or Grantor's Property in connection with its activities, it will promptly notify Grantor.

f. Restoration of Property. Grantee covenants and agrees to: (i) restore, immediately after Grantee completes Grantee's Work and prior to the expiration or earlier termination of this Agreement, the Temporary Construction Easement Area to the same or better condition as it existed before Grantee began Grantee's Work, and to a safe condition, and (ii) remove all of its equipment, materials, tools, trash and debris from the Temporary Construction Easement Area. Grantee will repair any damage that occurs to the Temporary Construction Easement Area or to Grantor's Property arising out of, related to, or as a consequence of Grantee's Work.

g. Indemnification. Grantee will hold harmless, indemnify and defend (with counsel of Grantor's choice) Grantor and its affiliates, and their respective lessees, franchisees, licensees, employees, agents, personal representatives, contractors, and any of their respective successors and assigns (collectively, the "Grantor's Parties") against any and all claims, demands, losses, liabilities, costs, fines, penalties, expenses, damages, including economic, direct, indirect and consequential damages, suits, liens, causes of action and judgments (including, but not limited to attorney's fees) (collectively, the "Claims") arising out of, or in any way related to, or in connection with, or as a result or consequence of: (i) Grantee's Work; (ii) any acts, errors or omissions by Grantee and/or its employees, agents, personal representatives, contractors or subcontractors, and any of their respective successors and assigns, or any other person acting directly or indirectly through or under Grantee (collectively, the "Grantee's Parties"), and for subrogation actions initiated by Grantee or Grantee's workers'

compensation insurance carrier, and for any other matter based on Grantee's workers' compensation insurance; (iii) any actual or alleged violation of applicable laws, regulations, ordinances, administrative orders or rules; (iv) any actual or alleged breach by Grantee and/or Grantee's Parties of any of their representations, warranties and/or obligations in this Agreement; (v) the entry upon and/or use of Grantor's Property or the Temporary Construction Easement Area by Grantee and/or Grantee's Parties; and (vi) any other acts by Grantee and/or Grantee's Parties pursuant this Agreement.

h. Release. Grantee will enter upon the Temporary Construction Easement Area and conduct Grantee's Work at its sole risk, cost and expense. Grantee waives and relinquishes any and all Claims related to the subject matter of this Agreement now or hereafter arising in Grantee or any of Grantee's Parties occasioned by, directly or indirectly, the condition of Grantor's Property and the Temporary Construction Easement Area, or any other facts or occurrences with respect to Grantee's conduct under this Agreement. Grantee also agrees and acknowledges that Grantor makes no representations or warranties as to the condition of the Temporary Construction Easement Area or Grantor's Property.

2. USE OF EASEMENT AREAS

Grantor reserves the right to use the easement areas for landscaping or other purposes that do not then or later interfere with the granted easement uses, including but not limited to curbing, asphalt, paving, lighting, and signage.

3. GRANTEE'S COVENANTS

Grantee covenants and agrees that Grantee will not use the easements granted under this Agreement in such a manner as to: (i) invalidate, modify, jeopardize, or cause a breach of any permits, approvals, or other agreements that benefit or bind Grantor, or (ii) diminish Grantor's legal ability or right to use Grantor's Property.

4. RUNNING OF BENEFITS

All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, employees and personal representatives of the parties.

5. INSURANCE AND INDEMNITY

(A) Insurance

Grantee will procure and maintain in force, and will cause its consultants, contractors and subcontractors to procure and maintain in force, the insurance coverages described below, which insurance will be placed with insurance companies authorized to do business in the state in which the Grantor's Property is located, rated A VIII or better by the current edition of Best's Key Rating Guide and approved in advance in writing by Grantor:

(i) Commercial General Liability Insurance (which will have coverage and terms comparable to an ISO CG-0001 form) against all claims and suits for personal and bodily injury, products and completed operations liability, and property damage arising out of Grantee's operation on or use of Grantor's Property, or caused by the negligence or other misconduct of Grantee or its invitees, licensees, employees, agents, personal representatives, contractors, subcontractors, successors and assigns in an amount not less than \$5,000,000.00 per occurrence and \$5,000,000.00 in the general aggregate.

As to the policies identified above, Grantor, Grantor's franchisee(s) and/or tenant(s) at Grantor's Property, and their successors and assigns will be named as additional insureds as their interests may appear, along with any other interested parties and entities as may be designated by Grantor. These policies will be primary insurance for all additional insureds. Grantee will furnish evidence to Grantor of insurance in the form of certificates of insurance or a copy of the insurance policies upon the date of final execution and delivery of this Agreement, and thereafter, at least 30 days prior to the expiration of such policies, and upon Grantor's request.

Grantee will not make any changes that decrease the coverages to less than those set forth above, nor allow the required insurance coverages to lapse.

Grantee will provide Grantor with 30 days prior written notice in conformance with Section 11, prior to any cancellation thereof or of any decrease in coverage.

(B) Indemnification

Grantee will indemnify, defend (with counsel of Grantor's choice), and hold harmless Grantor and its affiliates, and their respective lessees, franchisees, licensees, employees, agents, personal representatives, contractors, successors and assigns (collectively, the "Grantor's Parties") against any and all claims, demands, loss, liabilities, costs, fines, penalties, expenses, damages, including economic, direct, indirect and consequential damages, suits, liens, causes of action and judgments (including, but not limited to attorney's fees) (collectively, the "Claims") arising out of, or in any way related to, or in connection with, or as a result or consequence of (i) the entry upon and/or use of Grantor's Property by Grantee and/or its employees, agents, personal representatives, contractors or subcontractors, successors and assigns, or any other person acting directly or indirectly through or under Grantee (collectively, the "Grantee's Parties"); (ii) any intentional misconduct or negligent acts, errors or omissions by Grantee; (iii) subrogation actions initiated by Grantee or Grantee's workers' compensation insurance carrier, and for any other matter based on Grantee's workers' compensation insurance; (iv) any actual or alleged violation of applicable federal, state or local laws, regulations, ordinances, administrative orders or rules; (v) any actual or alleged breach by Grantee and/or Grantee's Parties of any of their representations, warranties and/or obligations in this Agreement; and (vi) any other acts by Grantee and/or Grantee's Parties pursuant to or in violation of this Agreement. Grantee's obligations under this Section 5(B) will survive the termination of this Agreement.

6. RULES AND REGULATIONS

Grantor and Grantee have the right to enact reasonable rules concerning the conduct and operation of the parking areas and spaces, driveways and other common areas situated on their respective properties.

7. COMPLIANCE WITH LAWS AND REGULATIONS

Grantor and Grantee covenant and agree, with respect to their own properties, to comply with all laws, rules, regulations and requirements of all public authorities, including without limitation, the Americans with Disabilities Act, money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect.

8. DEFAULT

If there is a failure by Grantee to perform, fulfill or observe any agreement or obligation contained within this Agreement, to be performed, fulfilled or observed by it which failure is not cured within 30 days after notice from Grantor, or immediately after notice from Grantor, in situations involving potential danger to the health or safety of persons in, on or about the Temporary Construction Easement Area, the Sign Easement Area or Grantor's Property, or substantial deterioration of the Temporary Construction Easement Area, Sign Easement Area or Grantor's Property, then Grantor will be entitled to: (1) terminate this Agreement; or (2) exercise any other remedies available at law or in equity against Grantee and/or Grantee's Parties; or (3) remove or cover up the Sign; or (4) a combination of (1), (2) and (3). Any amount which Grantor so electing expends for such purpose, including, but not limited to reasonable and actual attorneys' fees (including charges for in-house attorneys), or which is otherwise due by Grantee to Grantor, will be paid to Grantor on demand, without contest, upon delivery of its invoice.

The exercise of any or all remedies in this Section will not preclude the exercise of any other remedies.

In the event of such termination, Grantor may require Grantee to remove all or any portion of Grantee's facilities that have been installed on Grantor's Property and Grantee will repair all damage to Grantor's Property caused by such removal. Any such removal and repair will be completed within 30 days after the date of Grantor's notice to Grantee of the requirement of such removal and repair. Grantee's obligations under this Section 8 will survive the termination of this Agreement.

9. TERMINATION OF LIABILITY

Whenever a transfer of ownership of either parcel takes place, the transferor will not be liable for a breach of this Agreement occurring after a transfer, except that Grantee will remain liable if it transfers its interest to a licensee or subsidiary corporation.

10. CONSTRUCTION

The rule of strict construction does not apply to this grant. This grant will be given a reasonable construction so that the intention of the parties to convey a commercially usable right of enjoyment to Grantee is carried out.

11. NOTICE

Grantor's address is One McDonald's Plaza, Oak Brook, Illinois 60523, Attention: Director, U.S. Legal Department, L/C: 012-0205, and Grantee's address is 700 Broadway Street, Lincoln, Illinois 62656, Attention: Clay T. Johnson, City Administrator. Any party may lodge written notice of a change of address. All notices will be sent by reputable overnight courier with written confirmation of delivery or by certified mail, return receipt requested, to the addresses provided for in this paragraph and will be deemed to have been given when deposited with such courier or when placed in the mail, as applicable.

12. ANTI-TERRORISM REPRESENTATION AND WARRANTY

Grantor and Grantee each represent and warrant that neither they nor the officers and directors controlling Grantor and Grantee, respectively, are acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation. Each Party agrees that in the event of a breach of this provision or any applicable law relating to the subject of this provision, the non-breaching Party may take such action as may be necessary in order to comply with this provision and/or the applicable law, including but not limited to terminating this Agreement.

13. WAIVER OF TRIAL BY JURY

Grantor and Grantee agree to waive any right to have a trial by jury with respect to any lawsuit based on, or arising under this Agreement or any course of conduct, course of dealing, statements or actions of Grantor and Grantee in connection with this Agreement.

14. AUTHORITY TO SIGN AND COUNTERPARTS

No employee or agent of Grantee (other than an authorized signatory) has authority to make any warranty, representation, agreement or undertaking. All negotiations, considerations, representations and understandings between the parties are incorporated in this document and may be modified or altered only by agreement in writing between the parties, and no act or omission of any employee or agent of the parties, if any, will alter, change or modify any of the provisions of this Agreement. The parties executing this Agreement on behalf of Grantor and Grantee represent that they have authority and power to sign this Agreement on behalf of Grantor and Grantee.

This Amendment may be executed and delivered in several counterparts, each of which will be deemed an original, but all of which will constitute one and the same document.

15. INVALIDITY

If any term or provision of this Agreement or the application to any person or circumstance, to any extent, is or becomes invalid or unenforceable, then the remainder of this Agreement, or the application of such term or provision to persons whose circumstances other than those as to which it is held invalid or unenforceable, will not be affected.

16. ADDENDA AND EXHIBITS

This Agreement includes the following Addenda and/or Exhibits, ~~which take precedence over conflicting provisions (if any) of this Agreement,~~ and are made an integral part of this Agreement and fully incorporated by reference:

Exhibit A (Legal Description of Grantor's Property)

Exhibit B (Depiction of Sign)

Exhibit C (Depiction of Sign Location) ~~Exhibit D (Easement Area and Depiction of Temporary Construction Easement Area)~~

SIGNATURES ON NEXT PAGE

TO INDICATE THEIR CONSENT TO THIS AGREEMENT, Grantor and Grantee, or their authorized representatives or officers, have signed this document.

GRANTOR:
FRANCHISE REALTY INVESTMENT TRUST-IL, a real estate investment trust organized under the laws of the State of Maryland

GRANTEE:
THE CITY OF LINCOLN

By: _____
Its: _____

By: _____
Its: _____

ATTEST

ATTEST

By: _____
Its: _____

By: _____
Its: _____

WITNESS

WITNESS

(ATTACH ACKNOWLEDGMENTS AND EXHIBITS A, B and C)

ACKNOWLEDGMENT - McDONALD'S STATE OF ILLINOIS)

) SS
COUNTY OF DUPAGE)

I, _____, a Notary Public in and for the county and state aforesaid, CERTIFY that _____, as _____, and _____, as _____ of FRANCHISE REALTY INVESTMENT TRUST-II, a real estate investment trust organized under the laws of the State of Maryland, who ~~is~~are personally known to me to be the same ~~person~~persons whose ~~name is~~names are subscribed to the foregoing instrument as such authorized ~~party~~parties appeared before me this day in person and acknowledged that ~~he/she/they~~ signed, sealed and delivered this instrument as ~~his/hers/their~~ free and voluntary act as such authorized ~~party~~parties and as the free and voluntary act of the company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____

Notary Public My commission expires _____

ACKNOWLEDGMENT - CORPORATE

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for the county and state aforesaid, CERTIFY that _____, as _____, and _____, as _____ of _____, a(n) _____ corporation, who ~~is~~are personally known to me to be the ~~person~~persons whose ~~name is~~names are subscribed to the foregoing instrument as such authorized ~~party~~parties, appeared before me this day in person and acknowledged that ~~he/she/they~~ signed, sealed and delivered this instrument as ~~his/hers/their~~ free and voluntary act as such authorized ~~party~~parties and as the free and voluntary act of the company/corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____

Notary Public My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

PARCEL 3: THAT PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 20 NORTH, RANGE 3, WEST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 26; THENCE NORTH 89 DEGREES 05 MINUTES 21 SECONDS WEST 320.96 FEET ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 26; THENCE NORTH 0 DEGREES 16 MINUTES 20 SECONDS WEST 51.82 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF ILLINOIS ROUTE 10; THENCE NORTH 0 DEGREES 01 MINUTES 00 SECONDS WEST 332.42 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 20 MINUTES 24 SECONDS WEST 15.63 FEET; THENCE NORTH 0 DEGREES 02 MINUTES 30 SECONDS WEST 150.04 FEET; THENCE SOUTH 89 DEGREES 03 MINUTES 59 SECONDS EAST 222.56 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HICKOX STREET; THENCE SOUTH 6 DEGREES 15 MINUTES 17 SECONDS WEST 86.29 FEET ALONG SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 11 DEGREES 57 MINUTES 03 SECONDS WEST 64.83 FEET ALONG SAID WEST LINE; THENCE NORTH 89 DEGREES 11 MINUTES 16 SECONDS WEST 183.99 FEET TO THE POINT OF BEGINNING, IN LOGAN COUNTY, ILLINOIS

EXHIBIT B. 2 pages

DEPICTION OF SIGN

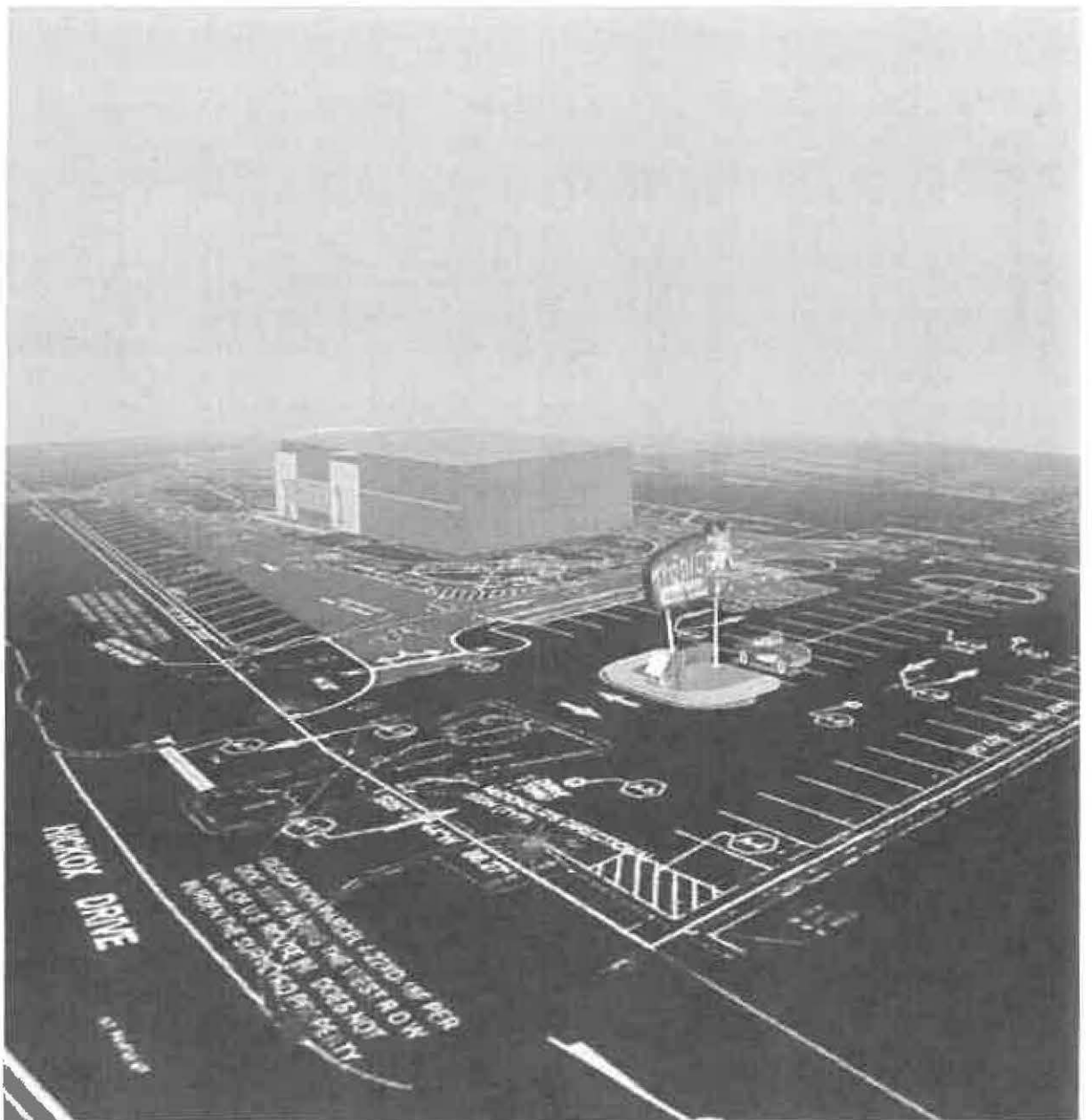




EXHIBIT C

DEPICTION OF SIGN LOCATION

~~CAN WE LABEL SIGN EASEMENT AREA BETTER DENISE YOU HAD PROVIDED A SITE PLAN BUT IF WE COPY IT WE WON'T BE ABLE TO SEE COLORS?~~

~~EXHIBIT D AND TEMPORARY CONSTRUCTION EASEMENT AREA~~

~~(Attached)~~

~~DENISE, CAN WE PLEASE HAVE SOMEONE PREPARE THIS EXHIBIT?~~

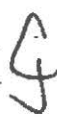
Document comparison by Workshare Professional on Wednesday, April 05,
2017 9:51:23 PM

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Description	CORPLEGAL-#1681590-v3-012-0205, Lincoln, IL, Easement Agreement with
Document 2 ID	C:\Users\mc22998\AppData\Roaming\OpenText\DM\Temp\CORPLEGAL-#168159
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Rendering set	Standard with font changes

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Inserted cell	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

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Deletions	29
Moved from	1
Moved to	1
Style change	0
Format changed	46
Total changes	122

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln
FROM: Clay T. Johnson, City Administrator 
MEETING
DATE: May 9, 2017
RE: Refuse and Recycling Collection Request for Proposals

Background

The expiration of the agreement with the Logan County Joint Solid Waste Agency (JSWA) has prompted a review of their contract language and considerations for a change in service. As we have learned the JSWA has performed a valuable service to Logan County for two decades by accepting recycling in centralized locations and organizing collection dates for household waste and electronics. This service has come at a price for the City of Lincoln which is \$65,268 a charge based upon the population of the community. Discussions about the contract have yielded little compromise on items related to term, membership, and financial obligations of the communities. To explore options, a Request for Proposals (RFP) has been developed to consider the franchising of waste and recycling hauling on a city-wide basis. The contents of that draft RFP are outlined below.

Analysis/Discussion

Communities who structure waste hauling RFP's have fairly broad latitude in the items they request of their responding waste hauling contractors. This should be noted by the Council that this RFP can be crafted in anyway it deems fit and can correspond to the culture of the community. The full RFP is included in your materials, but I have pointed out some of the important policy points of the document:

1. **Term** – The contract with the awarded waste hauler is scheduled to last three years. There is a possibility of two years of extensions to the contract, but that is the Council's option to pick up. A minimum of three years would be the recommendation for these services, but this can be adjusted.
2. **Scope** – Three options have been provided within the RFP for waste hauling scope
 - a. Once a week curbside pickup of garbage and recycling
 - b. Once a week curbside pickup of garbage and every other week pickup of recycling
 - c. Once a week curbside pickup of garbage and a centralized collection point for recyclingThere are a few things to note here, the types of recycling eligible for collection is greater than the amount of recycling that can be dropped off now. The prospective hauler will also have to identify days of the week which may have a discount/premium for the overall hauling rate.
3. **Toters** – Customers will be provided with a 96 gallon toter on wheels for refuse and recycling. Customers will have the option for a smaller 60-70 gallon or 30-40 gallon toter at their request. Additional toters will be purchased or rented at the customer's expense.
4. **Municipal Facility Pickup** – Included are all the municipal facilities which may require refuse and recycling collection. These are to be done at the cost of the hauler. The RFP also requires the contractor to pick up garbage associated with Third Friday events.

5. **Billing** – Bills are to be sent out quarterly in coordination with the City's sewer bills. This can easily be adjusted. Billing services are to be provided by the hauler.
6. **Recycling Revenue** – Hauler may retain 100% of revenues from recycling
7. **Senior Discount** – Eligible seniors (65+) and the disabled may receive a 10% discount on hauling services.
8. **Reporting** – The hauler is responsible with all required EPA, etc. reporting and must provide to the City on a monthly basis any complaints received as a result of their hauling services. A general report on their hauling services is also required.
9. **Bulk Item Community Wide Pickup** – Twice a year, the hauler will pick up white goods, furniture, and any other large items placed on the curb as a community wide pickup – similar to what had been done in previous years. This could be reduced to an annual date to potentially reduce costs.
10. **Notice** – The hauler is to generate informational brochures for the residents to understand the new pickup system and when collection will occur.

There are a few items that the Council will have to address should they move forward with the RFP including when the service should be implemented and when the contract renewal date should occur.

An ordinance requiring waste collection should also be considered by the Council. While requiring waste hauling may seem heavy handed, it comes with benefits. The first benefit is on the code enforcement side. The City can cite habitual offenders who may have garbage on their property for an extended period. This would help improve the aesthetics of the communities and help address illegal dumping, hiding, or burning of garbage. Requiring waste hauling also provides a potential waste hauler an understanding that there will not be vast fluctuations in the number of potential customers that they may serve.

Fiscal Impact

Moving to a franchised hauler presents some financial benefits to the City's budget and potentially to our residents as well. Moving from the JSWA will reduce the \$65,268 slated to be expensed from the City's budget in this fiscal year. It is also likely that franchising to a single hauler will reduce the monthly charges incurred by the residents due to a larger pool of customers in the community.

COW Recommendation

After review and discussion on the RFP, including decisions on implementation dates, the Council may direct the staff to begin distributing the RFP to waste haulers who service our area. Without the information in hand to understand how rates may be structured, to take final action on this or the JSWA agreement is premature. Negotiations with the JSWA can continue in the interim while the results of the RFP are being completed.

Council Recommendation

No formal vote required.

**RESIDENTIAL REFUSE AND
RECYCLING COLLECTION
REQUEST FOR PROPOSAL (RFP)**



CITY OF LINCOLN

700 Broadway Street
Lincoln, IL 62656
Phone: (217) 732-2122
Fax: (217) 732-2145
www.lincoln.il.gov

1) Project Overview

The City of Lincoln (the "City"), a community of 14,501 located in Logan County, Illinois is seeking one qualified and responsible company (the "Contractor") to provide refuse and recycling collection services. The Contractor shall collect refuse and recyclable materials from every residence in the City without regard to the number of refuse containers (with the exceptions listed in this RFP) and dispose of the same in an environmentally safe and responsible manner in accordance with the provisions of this RFP.

A) Exclusive Franchise Contract

It is the intent of the City to award the Contractor the sole exclusive franchise contract, license, and privilege to collect refuse and recyclable material from every residence in the City.

The Contractor shall be an independent contractor as to the work, notwithstanding that in certain respects the Contractor is required to follow the direction of the City. The Contractor is in no respect an agent or employee of the City.

B) Exclusive Franchise Contract Exclusion

The exclusive franchise contract will exclude refuse and recycling for non-residential customers and any construction waste or recyclables, save for elsewhere specified in this RFP.

C) Term of Contract

The initial term of the franchise contract to collect refuse and recyclable material from every residence in the City shall be for an initial term of **three (3) years commencing on _____, 2017 and ending _____, 2020, with two (2) year one-year extensions at the City's option.** The City shall be free to solicit bids or requests for proposals from other contractors for a new exclusive franchise contract, and the Contractor shall be free to bid for such contract or submit its proposal, as the case may be.

2) Scope of Service

A) Scope of Disposal

The Contractor shall furnish at its expense and without liability to the City, all labor, equipment, vehicles, implements, materials and transportation necessary and proper to provide an adequate,

uninterrupted and sanitary scavenger and curbside recycling service for the removal and disposal of all refuse and recyclable materials during the term of the franchise contract and in accordance with the methods and procedures specified herein.

B) Examination of Service Area

It is the responsibility of the Contractor to be completely informed of all conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the refuse and recycling collection services as specified in this RFP. This includes, but is not limited to, type of housing, population density, roads, traffic patterns, required collection procedure, labor requirements, and other factors that would affect the execution and/or completion of the services covered by the specifications in this RFP.

As of April 2017, the City has estimated 4,468 residential households receiving service.

C) Collection Service

The City desires to establish a one-day schedule for the collection of refuse and recycling from all residences. The Contractor shall provide waste collection services throughout the City on the same day of the week. The Contractor's proposal shall identify which day(s) of the week collection services will be provided, and whether there is a premium or discount on the rate associated with a specific collection day.

The City will also consider deviations from the one-day schedule which would reflect in lower costs to residential customers at the suggestion of the contractor. Deviations may include bi-weekly collection of recycling, once a month collection of large items or white goods, or the establishment of centralized recycling bins for customer drop off.

OPTION #1: The Contractor shall collect refuse, garbage, rubbish, and recyclables from all dwellings as defined in this RFP at least once each week during the term of the Contract. Collection shall be Monday through Friday except during holiday weeks. The Contractor may make more frequent collections if it chooses to do so for its own convenience without additional compensation. One day of the week shall be designated for each household as collection day. All refuse, garbage, rubbish, and recyclables shall be collected on the designated collection day for each household.

OPTION #2: Contractor shall collect refuse, garbage, and rubbish at least once each week as defined in this RFP. Recyclables shall be collected from all dwellings at curbside every two (2) weeks.

OPTION #3: Contractor shall collect refuse, garbage, and rubbish at least once each week as defined in in this RFP utilizing existing streets and alleys for collecting refuse. The Contractor shall work with the City to identify a single collection point where residents may be able to deposit all recyclable materials as outlined in Section 4(B) in this document. All collection bins and service will be provided at the Contractor's cost.

D) Point of Collection

Refuse and recyclable materials shall be collected from receptacles placed at the curb (or edge of pavement where there is no curb) of the public street or alley of the residence to be served or in a location otherwise agreed to by the City and the Contractor.

Refuse and recyclable material from buildings owned or leased by the City shall be collected from receptacles at a reasonably accessible location designated by the City Administrator.

E) Collection Procedure

Any garbage, refuse, and/or recyclable materials spilled on the yard or street shall be picked up prior to leaving the site of collection. The Contractor shall carry on each collection vehicle the equipment necessary to clean up any garbage, refuse, or recyclable materials spilled. The Contractor shall be responsible for any real and/or personal property damage caused by its employees, and or agents. Garbage containers shall be replaced to the same locations as found after emptying and shall be replaced in the same condition. Garbage containers, which have been substantially damaged through the fault of the Contractor, shall be replaced by the Contractor at no additional cost with containers of like kind and quality as those damaged. Contractor shall not be responsible for plastic containers of insufficient strength that may crack from exposure to freezing temperatures.

F) Hours of Collection

No refuse and recyclable materials pickups shall be collected prior to 7:00 a.m. or no later than 6:00 p.m. Central Time. Notice of expected delays due to inclement weather or heavy volumes shall be reported to the office of the City Administrator in a timely manner prior to the anticipated delay. In those cases all efforts will be made to complete the routes within a reasonable amount of time on the same collection day.

G) Holidays

Holidays to be observed by the Contractor are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event that a holiday falls on a weekday, refuse and recycling collection services shall be delayed one day after the recognized holiday that week and that week only. Collection shall also be provided on Saturday, if necessary, as the result of the holiday.

3) Refuse Collection

A) General Service

The Contractor is required to provide refuse collection from every residence in the City on a schedule as determined by the Lincoln City Council.

B) Refuse Receptacles

Refuse which is not readily storable in refuse containers shall be collected by the Contractor if it is stacked neatly alongside of refuse containers on regular refuse collection days.

C) Construction Material

The Contractor shall pick up small amounts of construction materials as described above. In the event large amounts of construction materials are placed on the curb that exceed the agreed upon weight/size limits, the customer shall be responsible for arranging special pickups for the removal and disposal of those materials. The Contractor shall provide a customer with an estimate of the cost of a special pickup service, with the cost specified in writing prior to rendering the service. Special pickups are to be picked up within one week after a cost estimate is given, or otherwise agreed to by the customer.

D) White Goods and Special Pickups

All other solid waste not otherwise specified (white goods, furniture, and mattresses) shall be collected and disposed of in unlimited quantity two times per year in dates agreed upon by the City and the Contractor.

The Contractor may establish a rate for collection of these items outside of the designated semi-annual pickup.

E) Refuse Toters

The Contractor will provide each customer either a 96 gallon refuse toter (receptacle with a lid and wheels) or a smaller 60-70 or 30-40 gallon refuse toter, at the customer's option. The Contractor shall specify the size of the smaller toter to be offered to customers. Proposals shall specify the rental rate and/or purchase price of additional toters that may be rented and/or purchased by the customer.

F) Additional Service

On request, the Contractor shall provide the residents of the City with any additional disposal service beyond that herein described for all types of refuse material including earth, sod, rocks, concrete, excavations and other materials (except for poisonous and toxic materials and large quantities of liquid requiring tanker truck disposal equipment) for the actual cost to the Contractor of removal of such materials, but in no event shall the Contractor be required to collect such materials for excavating and other construction contractors.

4) Recycling Collection

A) General Service

The Contractor is required to provide comingled recycling collection from every residence in the City on a schedule as determined by the Lincoln City Council.

B) Minimum Recyclable Materials to be Collected

- 1) PAPER ITEMS
 - a) Magazines and Catalogs
 - b) Telephone Directories
 - c) Generic Brown Paper Bags
 - d) Junk Mail
 - e) Mix Papers
 - f) Paperboard (Chipboard)
 - g) Wet Strength Carrier Stock

- 2) ASEPTIC PACKAGING
 - a) Milk Cartons
 - b) Juice Boxes

- 3) PLASTIC
 - a) PET (#1) Plastic Bottles and Containers
 - b) HDPE (#2) Plastic Bottles and Containers

- c) Plastic 6 & 12 Pack Rings
- 4) METAL
 - a) Aluminum Cans, Foil, Baking Trays/Pie Plates
 - b) Steel or Tin Cans
 - c) Aerosol Cans
- 5) GLASS
 - a) Bottles and Jars
 - b) Brown, Green, Blue and Clear Glass

C) Recycling Toters

The Contractor will provide each customer a 96 gallon recycling toter (receptacle with a lid and wheels). At no additional expense to the customer, the contractor will provide the option of either a 60-70 gallon or 30-40 gallon toter as a substitute. The Contractor shall specify the size of the smaller toter to be offered to customers. Proposals shall specify the rental rate and/or purchase price of additional toters that may be rented and/or purchased by the customer.

D) Non-Conforming Recycling Receptacles

Ordinarily there will be no more than one recyclable material container placed at the curb by the occupants of each residence. However, residents will be allowed to supplement the single container with a generic container if the recycle toter is not large enough to accommodate a resident's needs. Recyclable material packed in such generic containers shall be collected by the Contractor with all other recyclable material.

6) Qualifications and General Requirements

- A) ACCESS TO LANDFILL: The Contractor shall own, control, or have available for use throughout the contract term an Illinois Environmental Protection Agency permitted sanitary landfill site or incinerator suitable for the disposal of all refuse collected under the terms of this Contract and shall stipulate the location, size, and expected length of service thereof.
- B) ACCESS TO RECYCLABLE MATERIAL PROCESSING FACILITY: The Contractor shall own, control, or have available for use throughout the contract term a recyclable material processing facility suitable for

sorting or processing the recyclable materials collected under the terms of this Contract and shall stipulate to the location and size thereof.

- C) **ACCESS TO LANDSCAPE WASTE MANAGEMENT FACILITY (IF NEEDED):** The Contractor shall own, control, or have available for use throughout the contract term a landscape waste management facility suitable for storing or processing the landscape waste collected under the terms of this Contract and shall stipulate to the location and size thereof.
- D) **ACCESS TO MAJOR APPLIANCE MANAGEMENT FACILITY:** The Contractor shall own, control, or have available for use throughout the contract term a major appliance management facility suitable for storing or processing the major appliances collected under the terms of this Contract and shall stipulate to the location and size thereof.
- E) **ADEQUATE FINANCES:** The Contractor shall have the necessary financial stability to satisfy the terms of this Contract. Copies of the 3 most recent contracts with municipalities; landfill or incinerator agreements, material processing and landscaping waste management facility agreements, 2 years of financial statements, and a list of all equipment to be used may be requested by the Village as evidence. If requested, Bidders must provide this information within 3 days of the request.
- F) **ADEQUATE ROLLING STOCK:** The Contractor shall have a sufficient number of enclosed leak-proof modern packer type trucks and open body trucks or dump trucks to provide the disposal services under the terms of this Contract.

G) Municipal Facilities

The Contractor will provide the services hereinabove described, at all City facilities, including the collection and recycling of mixed office paper and other recyclables, together with the collection and disposal of bar screen and grit chamber wastes generated by the City sewage treatment plants, as well as roll-off containers for yard waste collected at Public Works at no charge to the City. Below is a list of City facilities to be served:

- 1) City Hall 700 Broadway – 2-yard garbage container, 1 x 96 gallon recycling toter
- 2) City Municipal Services Building, 313 Limit Street - 6-yard garbage container, 1 x 96 gallon recycling toter

- 3) Future Police Department Building, 701 5th Street – 2-yard garbage toter, 1 x 96 gallon recycling toter
- 4) Waste Treatment Plant, 115 W. Kickapoo Street – 6-yard garbage container, 1 x 96 gallon recycling toter
- 5) Amtrak Train Depot, 101 Chicago Street - 2-yard garbage container, 1 x 96 gallon recycling toter

H) Special Events

The Contractor will provide the necessary services to Lincoln 3rd Fridays. These services would include refuse and recycling services, at no charge to the City. The minimum number of dumpsters for said events shall be as follows, unless otherwise specified in advance by the City:

- 1) Lincoln 3rd Fridays (3rd Friday of the Month – May-September)
16 x 96 gal wheeled toter (10 garbage, 6 recycle).

I) No Strike Guarantee

The Contractor shall continue to provide all services in a timely and complete manner, in the event of any labor stoppage or slow down. The contractor shall be obligated to take all reasonable and necessary steps to secure, at its sole expense, replacement employees and or subcontractors to perform its obligations under any contract.

J) Disaster Clean-Up Services

In the event of a disaster, as declared by the Mayor, the Contractor will provide upon request, additional vehicles, equipment and employees to maintain a normal collection schedule or as nearly practical a schedule agreeable to the City. The Contractor will be responsible for servicing the City in a timely manner.

In addition, the Contractor and the City will negotiate a fee to be paid for any additional services that may be required during an emergency, such as providing roll-off dumpsters and any additional curbside pick-ups. If an agreement cannot be reached between the Contractor and the City, the City will be able to pursue the necessary services from another company.

K) Vehicles

Vehicles shall be fully enclosed, leak proof, and operated in such a way that no refuse, recyclables, or yard waste can leak, spill or blow off a vehicle. The Contractor shall be responsible for the immediate collection

and clean-up of any litter that is caused by the failure to properly secure materials.

The City reserves the right to inspect the Contractor's equipment solely for the purpose of determining compliance with the franchise contract. A list of the necessary vehicles to complete the services as specified in the RFP must be provided by completing Appendix C.

L) Service Implementation

All aspects of the refuse, recycling and yard waste collection service selected by the City must be implemented by _____, 2017.

7) Compensation

A) Rates

The Contractor agrees to provide, for the term of the contract, residential refuse and recycling collection as provided in the specifications of this RFP. The Contractor will provide their proposed rates, as summarized on the form in Appendix A. The same rate(s) is to be applied regardless of the size of garbage or recycling totes selected by the customers.

B) Billing

Charges for service shall be invoiced and collected by the Contractor. The Contractor shall provide billing information to the City in a format and on a schedule mutually agreed upon to establish quarterly billing to coincide with the City's sewer billing schedule.

C) Recycling Revenue

Any and all revenue generated from recycled materials may be retained by the Contractor at 100%.

D) Senior/Disability Discount

The Contractor shall offer a 10% discount to any household where the head of the household is 65 years of age or older and/or is disabled.

E) Price Change

The cost of refuse and recycling collection as summarized on form Appendix A shall be amended annually in accordance with the proposal forms. The price changes shall be effective on _____ of each year of the franchise contract. The contractor may also provide information/rates on services available to non-residential customers on

form Appendix B. This information will be made available to Lincoln non-residential customers as a courtesy.

F) Change in Law

The fees provided above in this section shall include any and all charges, taxes and fees for the collection, transportation and disposal of all refuse collected and the transportation and processing and disposition of all recyclable materials. The Contractor shall pay all sales, use, property, income and other taxes that are lawfully assessed against the City or the contractor in connection with the Contractor's facilities and for all licenses, permits, certificates of authorities, and inspections required for this work. In the event there is a change or addition in new local, state or federal rules, ordinances, regulations, taxes or government charges, that affects the Contractors cost of providing the service, such as a sales tax on services, other than property taxes, the Contractor may adjust the established rates accordingly. Any changes in rates must be supported by documentation. Upon discussion, if an agreement can be reached, then the agreed upon price shall be passed on to the customer.

G) Records

The Contractor shall maintain complete and accurate books, records and accounts showing its total quarterly billings for the collection service in the City, and gross receipts from the sale of recyclable materials during the term of the Contract. Such books and records shall be made available for examination and audit by the City at any time during business hours.

8) Public Awareness

A) Holiday Notification

The Contractor shall assist the City with notifying the residents of their collection days and changes in service schedules due to holidays throughout the duration of the franchise contract.

B) Maintain Schedule of Pick-up

The Contractor shall continue to pick up garbage throughout the City on the same day(s) of the week as proposed on Appendix A of this RFP during the term of the franchise contract (the "Schedule"). The Schedule shall not be changed without the consent of the City nor without giving a minimum of sixty (60) days written notice to the City. The Contractor shall also publish the pending schedule change at least three (3) times in a newspaper of general circulation in the City.

C) Informational Brochure

The Contractor shall create, supply and maintain throughout the term of the franchise contract an informational brochure to the City for distribution to new residents and residents upon request. The brochure should inform residents of the aspects included in the residential refuse and recycling collection service. The Contractor and City shall mutually agree upon the contents of the informational brochure. The Contractor shall provide informational brochures for annual disbursement to all customers within the City and 150 copies for distribution at City Hall. The Contractor shall also provide the informational brochure in a digital format to be posted on the City's and the Contractor's websites.

9) Reporting & Customer Service

A) Monthly Reporting Requirements

The Contractor shall provide the City with the following quarterly reports:

- 1) **Complaints:** A report of all resident complaints, the dates and times of such complaints, and the corrective action taken by the Contractor with respect to each complaint.
- 2) **Refuse:** A report on the status of the refuse collection program, including an account of the volume of refuse collected each month and the disposition of same.
- 3) **Recycling:** A report on the status of the curbside recycling program, including an account of weekly and monthly participation rates, the volume of recyclable materials collected and deposited at any and all material processing facilities, revenues collected from the material processing facilities, and summaries of any problems encountered with program implementation.

B) Complaint Response

The Contractor shall maintain an office equipped with sufficient telephones and personnel to provide prompt, courteous and efficient service for Lincoln residents wishing to request service, or file complaints by telephone or in person, Monday through Friday (except holidays) during regular business hours. Every complaint shall be given prompt, courteous attention. In the case of alleged missed collections, the Contractor shall investigate, and, if such allegation is verified, shall make the collection within 24 hours after the complaint

is received. The Contractor shall notify the City of any complaints received and corrective actions taken on a monthly basis.

C) Contact

The Contractor shall provide a point of contact to the City to handle any issues relative to the franchise contract as well as any complaints received by the City regarding the refuse, recycling and yard waste collection services provided by the Contractor. The Contractor shall also provide contact information for after-hours emergencies.

10) General Provisions

A) Compliance with Laws

The Contractor shall covenant and agree to comply at all times with all laws, ordinances, and regulations of the City of Lincoln, the County of Logan, the State of Illinois, and the United States, in the performance of Service under the Agreement, including, but not limited to environmental laws and regulations.

B) Adherence to Schedule

The Contractor shall carefully adhere to the Schedule. Time shall be of the essence of the Contract. Failure of the Contractor to adhere to the Schedule shall be a material breach of this Contract and grounds for its immediate termination.

The Contractor shall not be excused for failure to comply with the City-approved Schedule by reason of any street or other construction work performed by the City or its contractors. The City reserves the right to construct any improvement or to permit any construction in any street, which may have the effect, for a time, of preventing the Contractor from traveling its accustomed route or routes for collection. The Contractor shall continue to collect the refuse and recyclable material by a reasonably acceptable method to the same extent as though no interference existed upon the streets formerly traversed, without extra cost to City residents.

C) Notice of Default Required

If at any time during the course of the Contract the Contractor shall collect waste from any zone of the City on a day other than the scheduled day (except in case of the holidays specified above) the Contractor shall notify the City that the Contractor is in "Default" under the Contract. If a similar violation should occur once more within the three (3) week period following the week of the original Default it shall be considered a

material breach of this Contract and grounds for its immediate termination.

D) Indemnification

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold the City, its officers, officials, employees, agents, consultants and volunteers harmless from and against any and all liability, claims and attorney's fees, costs and expenses of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the Service or performance of work or failure to perform under the terms of this Contract, including, but not limited to, any negligent or intentional acts or omissions of Contractor, or any employee, agent, representative or subcontractor of the Contractor. This obligation to indemnify shall survive the termination and/or expiration of this Agreement. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

E) Performance Bond

The Contractor shall furnish an acceptable Performance Bond not later than ten (10) working days following the execution of the Franchise Agreement, executed by a surety company having a policy rating of at least A- and a financial rating of at least VIII in the latest edition of A.M. Best's Insurance Guide and licensed to do business in the State of Illinois, in the penal sum of Two Hundred Fifty Thousand (\$250,000.00) Dollars, subject to annual renewal by Continuation Certificate, and subject to thirty (30) days written notice by certified mail to the City by the surety company of any decision not to issue a Continuation Certificate. Said bond shall indemnify the City against any loss resulting from any breach or failure of performance by the Contractor.

F) Insurance

The Contractor shall obtain and maintain in full force and effect throughout the duration of this Contract, and any extension or renewal thereof, the following minimum insurance coverage's at Contractor's sole cost:

- 1) Comprehensive general liability and property damage insurance with limits of not less than \$5,000,000.00 for each occurrence and in the aggregate for bodily injury and property damage combined \$5,000,000.00.

- 2) Comprehensive automobile liability of \$5,000,000.00 for bodily injury and property damage combined for each occurrence.
- 3) Worker's Compensation Insurance as required by statute, and employer's liability insurance with limits of not less than \$500,000.00 each employee for bodily injury by accident or \$500,000.00 each employee or bodily injury by disease.

The City shall be named as an additional insured except on the worker's compensation policy.

The Contractor shall have the option to have the above primary limits less than required, with an umbrella policy providing the excess liability; provided, however, that the City is named as additional insured under such umbrella policy. Contractor shall secure the required insurance from an insurance company acceptable to the City and shall provide the City with certificates of insurance within 10 days of the date of execution of this Contract. The certificate shall include a provision that requires thirty (30) days prior written notice to the City of any cancellation, reduction or change in coverage of any policy indicated on said certificate by certified mail, return receipt requested.

Prior to the beginning of the term of this Contract, the Contractor shall furnish the City with above described Certificates of Insurance and Certificate of Coverage and applicable policy endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

Failure of the City to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence that is provided shall not be construed as a waiver of any insurance obligations herein.

All coverages required herein shall be primary insurance as respects the City, its officials, officers, employees, volunteers and agents. Any insurance maintained by the City, its officials, officers, employees, volunteers and agents shall be in excess of insurance maintained by the City, and shall not contribute with said coverages/insurance.

Insurance companies which obtain a rating from A.M. Best, that rating shall be no less than A- VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A- VII or a Best's rating is not obtained, the City has the right to reject insurance written by an insurer it deems unacceptable. All insurance required herein shall be placed with insurers licensed to do business in the State of Illinois and licensed by the Illinois Department of Insurance.

G) Termination of Contract by City

The City reserves the right to terminate this Contract upon failure of the Contractor to perform the work as specified to the satisfaction of the City. If in the sole judgment of the City, the Contractor has not corrected their performance to be in compliance with the Contract, the City shall notify the Contractor in writing that the Contract will be terminated in seven (7) days unless the Contractor corrects the non-performance to the satisfaction of the City. The City reserves all rights and legal remedies including the right to call upon the performance bond submitted by the Contractor. The remedies used by the City are cumulative and not exclusive. No waiver by the City of a default of the Contractor under this Contract shall be construed as a waiver by the City of any subsequent default or failure to perform. In the event of failure to collect, remove, and properly dispose of the refuse and recyclable materials covered by this Contract, constituting 10% or more of the total number of customers within the City within a period of 7 consecutive days following written notice to the Contractor, the City may at its option cause such refuse and recyclable material to be collected and disposed of by any means available to the City, and any and all expenses incurred by the City thereby may be charged to the Contractor and against the Contractor's performance bond.

H) Equal Employment Opportunity

Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. paragraph 2000a, et seq.) and the Illinois Human Rights Act (775 ILCS 5/1-101, et seq.) including:

- 1) Refraining from unlawful discrimination in employment and undertake affirmative action to eliminate the effects of any past discrimination.
- 2) Comply with the procedures and requirements of the Department of Human Rights' regulations concerning equal employment opportunities and affirmative action.

Provide such information, with respect to its employees and applicants for employment, and assistance as the Department of Human Rights may reasonably request.

I) Independent Contractor Not Employed

The Contractor is and shall be considered as an independent contractor and neither the Contractor nor its employees are or are to be considered as employees or agents of the City.

J) Right of Inspection

The Contractor shall, upon reasonable notice, make accessible for inspection by the City, every landfill, incinerator, transfer station, recycling facility, and yard waste disposal site which receives waste from the City as a result of the Contract.

K) Additional Requirements

The Contractor at all times shall maintain access to disposal facilities approved by IEPA, the necessary financial resources, the vehicles, equipment and supplies, personnel, permits and licenses required to perform the Services, all in accordance with the specifications and provisions contained in the Contract.

L) Change in Service

If the City should wish to change the type or scope of service provided during the term of the franchise contract, the City shall have the option to initiate the change in service by notifying the Contractor in writing at least 30 days prior to when a proposed change in service would begin. The City and the Contractor shall agree to negotiate the terms and price of such a change in service after proper notice has been given. In the event that the City and Contractor are unable to agree to alternate terms, the existing franchise contract shall remain in force or be terminated, in accordance with the provisions of the contract.

M) Flow and Transportation of Refuse

Should a transfer station or similar garbage transportation and/or processing facility be located within the City of Lincoln during the contract period, the Contractor shall be required to dispose of all refuse collected from Lincoln customers at the Lincoln facility.

11) Contents of Proposals

A) Contractor Qualifications

- 1) Provide an executive summary of your company which includes the company's name, address, phone/fax numbers and website address as well as a brief background description of the company's experience (including the number of years the company has been in business and the current number of customers).
- 2) Provide contact information for the person submitting your company's proposal. This information should include name, title, phone/fax numbers, mailing address and email address.

- 3) Provide a list of municipalities, along with contact names and information, where your company currently holds or held a franchise contract, within the last five years, for the collection of residential refuse and recycling.
- 4) Provide a description on how your company will implement and provide services as provided in this RFP, including a brief history of the firm and its experience, qualifications and success in providing these Services.
- 5) Provide a breakdown of the number of vehicles to be used in the execution of the franchise contract, including refuse and recycling collection. At the minimum, these Vehicles listed shall display the name of the Contractor, a local phone number, and a vehicle identification number which are clearly visible on both sides. The list shall be provided by completing Appendix B.

B) Financial Proposal

- 1) Describe the firm's proposed fee for providing the Services as provided in this RFP per month, per household. This information is to be summarized on the form in Appendix A. The City may be amenable to alternative pick-up schedules if it is in the best interests of the citizens of the City.

C) Contractual Arrangements

The awarded Contractor will be required to execute the franchise contract for the services outlined in this RFP.

D) Proposal Security

Each proposal shall be accompanied by a proposal security, which shall be in the form of certified check or a bank cashier's check in the amount of ten thousand dollars (\$10,000), made payable to the City of Lincoln. Proposals submitted without the required security shall be rejected.

The City may grant a request of proposal withdrawal, if a written request is received prior to the specified deadline for proposals to be submitted.

After formal notification by the City that a contract award decision has been made, the proposal security of the successful Contractor shall be retained until the required performance bond has been received by the City, at which time the proposal security will be returned to the successful Contractor. In the event that the awarded Contractor withdraws its proposal, or neglects or refuses to enter into a contract

with the City, the Contractor shall forfeit the proposal security and shall be liable for any damages the City may thereby suffer.

Proposal securities of the unsuccessful contractors shall be held until the successful Contractor's performance bond is received, at which time the proposal securities will be promptly returned to the unsuccessful contractors.

E) Proposal Deadline

All proposals must be received at the Lincoln City Hall, 700 Broadway Street, Lincoln, IL 62656 by 4:30 p.m., _____, _____. Proposals received after the deadline will not be accepted.

Any questions concerning this RFP will be directed to Clay Johnson, 217-732-2122 or cjohnson@lincoln.il.gov. The City will determine whether any addenda should be issued as a result of any questions raised or other matters raised.

Three (3) bound paper copies of the proposal must be received at City Hall by the deadline.

12) Basis of Selection

The City of Lincoln will evaluate proposals, and if a vendor is selected, the vendor will be selected on the basis of:

1. The Contractor's plan to provide the City of Lincoln with the services as specified in the RFP.
2. The Contractor's experience in providing services similar to those described in this request for proposal and demonstrated ability to provide the services outlined in the Contractor's plan.
3. The Contractor's references from municipalities where the Contractor currently holds or held a service contract within the last five years.
4. The Contractor's financial proposal.
5. Any other factors relevant to the Contractor's capacity and willingness to satisfy the City of Lincoln.
6. The City of Lincoln has the right to reject all proposals or request additional information.

Appendix A

Contractor Proposal Form

Company Name (DBA if applicable)	
Address:	
Phone:	
Fax:	
Email:	
Website:	
President/CEO:	
Proposal Contact: (if different)	
Contact phone (if different)	
Contact email (if different)	

Enter the proposed residential rate and day of pick up. Are there any discounts or premiums to the proposed rate based on which day City selects? If so, what is rate for each day of the week?

Proposed Residential Rates (OPTION 1):					
Rate Effective Date:	<u> </u> , 2017	<u> </u> , 2018	<u> </u> , 2019	Option Year <u> </u> , 2020	Option Year <u> </u> , 2021
Pickup date:					
MONDAY					
TUESDAY					
WEDNESDAY					
THURSDAY					
FRIDAY					

Proposed Residential Rates (OPTION 2):					
Rate Effective Date:	<u> </u> , 2017	<u> </u> , 2018	<u> </u> , 2019	Option Year <u> </u> , 2020	Option Year <u> </u> , 2021
Pickup date:					
MONDAY					
TUESDAY					
WEDNESDAY					
THURSDAY					
FRIDAY					

Proposed Residential Rates (OPTION 3):					
Rate Effective Date:	<u> </u> , 2017	<u> </u> , 2018	<u> </u> , 2019	Option Year <u> </u> , 2020	Option Year <u> </u> , 2021
Pickup date:					
MONDAY					
TUESDAY					
WEDNESDAY					
THURSDAY					
FRIDAY					

The Contractor's rate proposal shall include the provision of one refuse toter and one recycling toter to each customer. Provide below the rental rate and/or purchase cost of additional toter(s), if available from the Contractor.

Rental Rate for Additional Optional Toter:					
Contract Year	_____, 2017	_____, 2018	_____, 2019	Option Year _____, 2020	Option Year _____, 2021
Additional garbage toter (any size)					
Additional recycle toter (any size)					
Cost of Additional Toter to Purchase:					
96-gallon garbage toter:					
64-gallon garbage toter:					
96-gallon recycling toter:					
64-gallon recycling toter:					
35+/- recycling toter:					

Contractors are invited to summarize optional services that may be offered to Lincoln' residential customers, if selected as the franchise Contractor.

Appendix B

Vehicle Inventory Form

Please list the number of vehicles which will be used to provide refuse, recycling and yard waste collection services as described in this RFP. At the minimum, these Vehicles listed shall display the name of the Contractor, a local phone number, and a vehicle identification number which are clearly visible on both sides.

1) Number of vehicles used for one-day collection:

Refuse _____

Recycling _____