

CITY OF LINCOLN
REGULAR COMMITTEE OF THE WHOLE MEETING
TUESDAY, AUGUST 29, 2017 7PM
CITY HALL COUNCIL CHAMBERS

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Public Participation**
- 4. Requests to Permit**
 - a. LCHS Homecoming Parade**
 - b. LCHS Homecoming Whitewashing of Streets**
- 5. Agreement for Interim City Administrator Services**
- 6. Façade Improvement Grant Application Appeal – 509/509b Pulaski Street**
- 7. Bid Award – Police Station Adaptive Reuse Construction**
- 8. Bid Award – Fire Department Aerial Ladder**
- 9. Other Discussion**
- 10. Possible Executive Session**
- 11. Adjournment**
- 12. Upcoming Meetings:**
 - Council: Tuesday, September 5, 2017 7:00pm (Due to Labor Day Holiday)**
 - Committee of Whole: Tuesday, September 12, 2017 7:00pm**

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

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Clay T. Johnson, City Administrator 

MEETING

DATE: August 29, 2017

RE: Requests to Permit

LCHS Homecoming Parade

The City has received a request to permit the Lincoln Community High School Homecoming Parade on Friday, October 6, 2017 beginning at 2:30PM. The route for the parade would use Wyatt Avenue, Kickapoo Street, Broadway, and McLean Streets.

Decorating of Wyatt Avenue for LCHS Homecoming

The LCHS Football Boosters have requested to whitewash Wyatt Ave. Whitewashing will occur over two days – October 4th and 5th. The City will need to ensure that they have received the proper certificate of insurance for each of these events.

COW Recommendation: Place the requests on the Council's consent agenda for Tuesday, September 5.

Council Recommendation: Approve the Requests to Permit as presented.

732-2145

REQUEST TO PERMIT

CITY CLERK
LINCOLN, ILLINOIS

AUG 18 2017

DATE: 8/18/2017

RECEIVED

We, the undersigned of the City of Lincoln, do hereby respectfully request the Mayor and City Council to permit

LCHS to have a Homecoming Parade Friday
October 6th, 2017 at 2:30 PM. The
parade will proceed down Wyatt Ave.,
turn right onto Kickapoo Street, right
on Broadway St. and continue around
the courthouse square.

If the above request is for use of City property, including streets and/ or alleys, please check one of the two boxes below:

☐ A Certificate of Insurance Liability for the event is attached.

☒ A Certificate of Insurance Liability for the event will be provided to the City no later than Sept. 8, 2017.

If City property is used, a Certificate of Insurance Liability is required listing the City as an additional insured. The City reserves the right to postpone review and consideration of this Request to Permit until a Certificate of Insurance Liability is provided.

Name: Chris Hammer

Address: 1000 Railer Way
Lincoln

Phone: 732-4131 Cell: 433-2038

Email: chammer@lchsraiders.org

REQUEST TO PERMIT

DATE:

8/23/17



We, the undersigned of the City of Lincoln, do hereby respectfully request the Mayor and City Council to permit

We would like to do white washing
on the streets for 2 days - Oct 4th
& Oct 5th.

If the above request is for use of City property, including streets and/ or alleys, please check one of the two boxes below:

☐ A Certificate of Insurance Liability for the event is attached.

☐ A Certificate of Insurance Liability for the event will be provided to the City no later than _____.

If City property is used, a Certificate of Insurance Liability is required listing the City as an additional insured. The City reserves the right to postpone review and consideration of this Request to Permit until a Certificate of Insurance Liability is provided.

Name: Stephanie Baldwin

Address: 120 Churchill Ln
Lincoln IL

Cell Phone: 309 846 3592 Work Cell: 217 732 7617

Email: smbaldwin99@yahoo.com

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln
FROM: Clay T. Johnson, City Administrator *G*
MEETING
DATE: August 29, 2017
RE: Agreement for Interim City Administrator Services

Background

The Council has expressed an interest in continuing the momentum behind many projects underway by securing the services of an interim City Administrator. Enclosed with your materials you will find a contract with GovTempsUSA for Interim City Administrator services. GovTemps has a strong history of coordinating and placing qualified individuals in City Administrator roles while the elected body determines how they wish to handle the full time position. Using a temporary employee agency such as GovTemps ensures that the individuals are qualified and match the City's needs. A qualified individual, even in the interim, will be an important asset in seeing many of the projects underway to their completion.

Analysis/Discussion

GovTemps has been used by the City of Lincoln prior to this instance when the City created the City Administrator function. One of the primary advantages of utilizing the temporary agency is that they accept the burden of payroll, benefits, and unemployment insurance for the temporary employee. If you directly employ an interim City Administrator, the City accepts the risk of unemployment insurance should that employee be terminated.

Should an interim be selected, the Council will need to determine an anticipated tenure for the temporary employee and if they wish to conduct a search for the new City Administrator.

Fiscal Impact

The exhibit for payment is blank in your agreement, but is a flat 40% of the agreed upon hourly rate of the interim City Administrator. Therefore, the final amount paid to GovTemps USA is based proportionally to the wage of the temporary employee.

With approximately eight months remaining in the City Administrator's salary line, it would be appropriate to make all payments to GovTemps through that salary line in the General Fund.

COW Recommendation

Place the consideration of a contract with GovTemps USA on the Council's September 5th agenda.

Council Recommendation:

Approve to form the contract with GovTemps USA with the understanding that the firm's compensation will be based upon an agreed upon hourly rate with the interim City Administrator candidate.

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made this ___ day of _____ 20___ ("Effective Date") by and between GOVTEMPSUSA, LLC, an Illinois limited liability company ("GovTemp"), and City of Lincoln, IL (the "Municipality") (GovTemp and the Municipality may be referred to herein individually as "Party" and collectively as the "Parties").

RECITALS

The Municipality desires to lease certain employees of GovTemp to assist the Municipality in its operations and GovTemp desires to lease certain of its employees to the Municipality on the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, and other good and valuable considerations, the receipt and sufficiency of which are mutually acknowledged by the Parties, the Parties hereby agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Worksite Employee. The Municipality hereby agrees to engage the services of GovTemp to provide, and GovTemp hereby agrees to supply to the Municipality, the personnel fully identified on Exhibit A hereto, hereinafter the "Worksite Employee." Exhibit A to this Agreement shall further identify the employment position and/or assignment ("Assignment") the Worksite Employee shall fill at the Municipality and shall further identify the base compensation for each Worksite Employee, as of the effective date of this Agreement. Exhibit A may be amended from time to time by a replacement Exhibit A signed by both GovTemp and the Municipality. GovTemp shall have the sole authority to assign and/or remove the Worksite Employee, provided, however, that the Municipality may request, in writing, that GovTemp remove or reassign the Worksite Employee, such request shall not be unreasonably withheld by GovTemp. The Parties hereto understand and acknowledge that the Worksite Employee shall be subject to the Municipality's day-to-day supervision.

Section 1.02. Independent Contractor. GovTemp is and shall remain an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Municipality. GovTemp shall have no authority to bind the Municipality to any commitment, contract, agreement or other obligation without the Municipality's express written consent.

SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMP AND MUNICIPALITY

Section 2.01. Payment of Wages. GovTemp shall timely pay the wages and related payroll taxes of the Worksite Employee from GovTemp's own account in accordance with federal and Illinois law and GovTemp's standard payroll practices. GovTemp shall withhold

from such wages all applicable taxes and other deductions elected by the Worksite Employee. GovTemp shall timely forward all deductions to the appropriate recipient as required by law. The Municipality hereby acknowledges that GovTemp may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Municipality agrees to cooperate with any such financial entity to ensure timely payment of (i) wages and related payroll taxes pursuant to this Section 2.01, and (ii) Fees pursuant to Section 3.03.

Section 2.02. Workers' Compensation. To the extent required by applicable law, GovTemp shall maintain and administer workers' compensation, safety and health programs. GovTemp shall maintain in effect workers' compensation coverage covering all Worksite Employee and complete and file all required workers' compensation forms and reports.

Section 2.03. Employee Benefits. GovTemp shall provide to Worksite Employee those employee benefits fully identified on Exhibit B hereto. GovTemp may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Worksite Employee will be included in Fees payable to GovTemp under Section 3.01 of this Agreement.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. GovTemp shall maintain complete records of all wages and benefits paid and personnel actions taken by GovTemp in connection with any of the Worksite Employee, shall retain control of such records at such GovTemp location as shall be determined solely by GovTemp, and shall make such records available as required by applicable federal, state or local laws.

Section 2.05. Other Obligations of GovTemp. GovTemp shall be responsible for compliance with any federal, state and local law that may apply to its Worksite Employee(s).

Section 2.06. Direction and Control. The Parties agree and acknowledge that the Municipality has the right of direction and control over the Worksite Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Worksite Employee shall be supervised, directly and indirectly, and exclusively by the Municipality's supervisory and managerial employees.

Section 2.07. Obligations of the Municipality. As part of the employee leasing relationship, the Municipality hereby covenants, agrees and acknowledges:

- (a) The Municipality shall comply with OSHA and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Worksite Employee or to his or her place of work. The Municipality agrees to comply, at its expense, with all health and safety directives from GovTemp's internal and external loss control specialists, GovTemp's workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Municipality shall provide and ensure use of all personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by GovTemp's workers' compensation carrier. GovTemp and GovTemp's insurance carriers shall have the right to inspect the Municipality's premises to ensure that the Worksite Employee is not

exposed to an unsafe work place. In no way shall GovTemp's rights under this paragraph affect the Municipality's obligations to the Worksite Employees under applicable law or to GovTemp under this Agreement;

(b) With respect to the Worksite Employees, the Municipality shall comply with all applicable employment-related laws and regulations, including and, without limitation, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act of 1974, the Illinois State Constitution, the Illinois Human Rights Act, and any other federal, state or local law, statute, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of employees;

(c) The Municipality shall retain the right to exert sufficient direction and control over the Worksite Employee as is necessary to conduct the Municipality's business and operations, without which, the Municipality would be unable to conduct its business, operation or comply with any applicable licensure, regulatory or statutory requirements;

(d) The Municipality shall not have the right to remove or reassign the Worksite Employee unless mutually agreed to in writing by GovTemp and the Municipality in accordance with Section 1.01;

(e) The Municipality agrees that the Municipality shall pay no wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Worksite Employee;

(f) The Municipality shall report to GovTemp any injury to any Worksite Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If a Worksite Employee is injured in the course of performing services for the Municipality, the Municipality and GovTemp shall follow the procedures and practices regarding injury claims and reporting, as determined by GovTemp. Upon receipt of notification from GovTemp or its insurance carrier that an injured Worksite Employee is able to return to work and perform "light duty," the Municipality shall immediately make available an appropriate light duty work assignment for such Worksite Employee to the extent required or permitted by any applicable law; and

(g) The Municipality shall report all on-the-job illnesses, accidents and injuries of the Worksite Employee to GovTemp within twenty-four (24) hours following notification of said injury by employee or employee's representative.

SECTION 3 FEES PAYABLE TO GOVTEMP

Section 3.01. Fees. The Municipality hereby agrees to pay GovTemp fees for the services provided under this Agreement as follows:

- (a) The base compensation as fully identified on **Exhibit A**, as amended; plus
- (b) Any employee benefits GovTemp paid to the Worksite Employee as identified on **Exhibit B** hereto, including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable GovTemp pension and welfare benefit plan or federal, state or local laws covering the Worksite Employee.

Section 3.02. Increase in Fees. GovTemp may increase fees to the extent and equal to any mandated tax increases, e.g. FICA, FUTA, State Unemployment taxes when they become effective. GovTemp may also adjust employer benefit contribution amounts by providing the Municipality with a written thirty (30) day notice, provided, such changes in employer benefit contribution amounts apply broadly to all GovTemp employees.

Section 3.03. Payment Method. Following the close of each month during the term of this Agreement, GovTemp shall provide the Municipality a written invoice for the fees owed by the Municipality pursuant to this Agreement for the prior month. Within thirty (30) days following receipt of such invoice, the Municipality shall pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemp to an account or lockbox as designated on the invoice.

SECTION 4 INSURANCE

Section 4.01. General and Professional Liability Insurance. The Municipality shall maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. At a minimum, the Policies shall insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage.

Section 4.02. Certificate of Insurance. Upon request, the Municipality shall provide GovTemp with one or more Certificates of Insurance, verifying the Municipality's compliance with the provisions of Section 4.01.

Section 4.03. Automobile Liability Insurance. If the Worksite Employee drives a Municipal or personal vehicle for any reason in connection with his or her Assignment, the Municipality shall maintain in effect automobile liability insurance which shall insure the

Worksite Employee, GovTemp and the Municipality against liability for bodily injury, death and property damage.

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Effective and Termination Dates. This Agreement shall become effective on _____, 20____ and shall continue in effect thereafter for a period of ____ (____) month(s)/year(s), or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of the Agreement, the date on which this Agreement expires and/or is terminated shall be referred to as the "Termination Date."

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Municipality fails to timely pay the fees required under this Agreement, GovTemp may give the Municipality notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice shall be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemp shall have the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party shall give the breaching Party notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice shall be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party shall have the right to immediately terminate the Agreement upon expiration of such remedy period.

SECTION 6 NON-SOLICITATION

Section 6.01. Non-Solicitation. The Municipality acknowledges GovTemp's legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Municipality agrees that during the term of this Agreement and for a period of two (2) years thereafter, the Municipality shall not solicit, request, entice or induce Worksite Employee to terminate his or her employment with the GovTemp, nor shall the Municipality hire Worksite Employee as an employee.

Section 6.02. Injunctive Relief. The Municipality recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Municipality understands and agrees that GovTemp shall be entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 this Agreement. The Municipality also understands and agrees that any such equitable relief shall be in addition to, and not in substitution for, any other relief to which the GovTemp may be entitled.

Section 6.03. Survival. The provision of this Section 6 shall survive any termination of this Agreement.

SECTION 7

DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by GovTemp. GovTemp agrees to indemnify, defend and hold the Municipality and its related entities or their agents, representatives or employees (the "Municipality Parties") harmless from and against all claims, liabilities, damages, attorney's fees, costs and expenses ("Losses") (a) arising out of GovTemp's breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemp and its related business entities, their agents, representatives, and employees (the "GovTemp Parties"), taken or not taken with respect to the Worksite Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemp or any of the GovTemp Parties.

Section 7.02. Indemnification by the Municipality. The Municipality agrees to indemnify, defend and hold the GovTemp Parties harmless from and against all Losses (a) arising out of the Municipality's breach of its obligations under this Agreement, (b) relating to any activities or conditions associated with the Assignment, including without limitation, the Worksite Employee workers' compensation claims, and (c) arising from any act or omission on the part of the Municipality or any of the Municipality Parties. Notwithstanding the foregoing, the Municipality shall have no obligations to the GovTemp Parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

Section 7.03. Indemnification Procedures. The Party that is seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, shall give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto; provided however that, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party shall demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) takes steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party shall fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Worksite Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party shall be entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section shall not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the defense of such action has been materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of this Section 7 shall survive the expiration or other termination of this Agreement.

SECTION 8 ADDITIONAL PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all of the Parties to this Agreement, except for changes to the fees as set forth in Section 3.

Section 8.02. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, representatives and assign. Neither Party may assign its rights or delegate its duties hereunder without the express written consent of the other Party, which consent shall not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered via facsimile.

Section 8.04. Definitions. Terms and phrases defined in any part of this Agreement shall have the defined meanings wherever used throughout the Agreement. The terms "hereunder" and "herein" and similar terms used in this Agreement shall refer to this Agreement in its entirety and not merely to the section, subsection or paragraph in which the term is used.

Section 8.05. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding GovTemp's provision of Worksite Employee to the Municipality, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the date hereof, and not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party hereto has authority to make, and the Parties shall not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.06. Further Assurances. Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts and things reasonably necessary in connection with the performances of their obligations hereunder and to carry out the intent of the parties hereto.

Section 8.07. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number shall each be deemed to include the other.

Section 8.08. Notices. Notices given under this Agreement shall be in writing and shall either be served personally or delivered by certified first class U.S. Mail, postage prepaid and return receipt requested or by overnight delivery service. Notices also may effectively be given by transmittal over electronic transmitting devices such as Telex or facsimile machine if the Party to whom the notice is being sent has such a device in its office, provided that a complete copy of any notice shall be mailed in the same manner as required for a mailed notice.

Notices shall be deemed received at the earlier of actual receipt or three days from mailing date. Notices shall be directed to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party in accordance with this Section:

If to GovTemp:

GOVTEMPSUSA, LLC
630 Dundee Road, Suite 130
Northbrook, IL 60062
Attention: Michael Earl
Telephone: 224-261-8366
Email: mearl@govhrusa.com
Facsimile: 866-803-1500

If to the Municipality:

Attention: _____
Telephone: _____
Email: _____
Facsimile: _____

Section 8.09. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 8.10. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which shall continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.11. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.12. Confidentiality. Each Party shall protect the confidentiality of the other's records and information and shall not disclose confidential information without the prior written consent of the other Party. Each Party shall reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

Section 8.14. Arbitration.

(a) Negotiation/Arbitration Process. The parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the parties. If settlement cannot be reached through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, the controversy or claim shall be settled by binding arbitration conducted before a single arbitrator who is knowledgeable in employment law. Either party may submit the dispute to arbitration. The arbitration will be conducted in accordance with the then applicable rules and regulations of the American Arbitration Association ("AAA"). The arbitration will be held in Cook County, Illinois. The arbitrator shall be mutually agreed upon by the parties, but if they are unable to agree on an arbitrator, the arbitrator shall be appointed by AAA. All arbitration proceedings shall be closed to the public and confidential. All records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitrator's decision.

(b) Arbitration Award. The arbitrator will be bound by the terms and conditions of this Agreement and shall have no power, in rendering his or her award, to alter or depart from any express provision of this Agreement, and his or her failure to observe this limitation shall constitute grounds for vacating the award. Except as otherwise provided in this Agreement, the arbitrator shall apply the law specified in Section 8.3. The arbitrator will not be empowered to award punitive damages except for willful misconduct. The award of the arbitrator shall be final and binding upon the parties and judgment upon the award may be entered in any court having jurisdiction thereof.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

GOVTEMPSUSA, LLC,
an Illinois limited liability company

By _____
Name: _____
Title: _____

MUNICIPALITY

By _____
Name: _____
Title: _____

EXHIBIT A
Worksite Employee and Base Compensation

WORKSITE EMPLOYEE: _____

POSITION/ASSIGNMENT: _____

POSITION TERM: _____

BASE COMPENSATION: _____

GOVTEMPUSA, INC.:

MUNICIPALITY:

By: _____

By: _____

Date: _____

Date: _____

This Exhibit A fully replaces all Exhibits A dated prior to the date of the Company's signature above.

EXHIBIT B
Summary of Benefits

MEMORANDUM

TO: Mayor Seth Goodman and Members of the City Council

FROM: Wes Woodhall, Building and Safety Official

DATE: August 22, 2017

TIF COMMITTEE HEARING DATE: August 11th, 2017

SUBJECT: Consideration of Request for \$10,000 in Façade Improvement Reimbursements for 509 & 509b Pulaski St.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Application for request of reimbursements using the TIF Façade Improvement fund for a sum of \$10,000 was made by John Guzzardo on 8/4/2017 to be used for patio/plaza rehabilitation to be done in the area to the rear of Guzzardo's Italian Villa, Spirited Republic and the future home of Limerick Brewing company. This area consists of the primary entrance to Guzzardo's and the rear entrance to Spirited Republic. Improvements to include new plaza flatwork and landscaping, retaining/planter walls and provide space for outdoor seating.

Please see attached application and schematic drawing.

DISCUSSION/ACTION OF TIF COMMITTEE

Attendance: Julia Geradot, Cathy Wilhite, Rick Zimmer (Chairman), Clay Johnson-City Administrator and Wes Woodhall-Building and Safety Official.

After a review of the Application and Drawing the committee voted unanimously to decline the request for funds. The reasons are as follows:

-While normal public traffic does often utilize this walkway from the parking lots accessed off of Clinton St. and the rear alley headed east towards Pulaski street and the downtown area this area is fully contained within a private property and could conceivably be shut off to public passage. While the committee does not foresee that happening paragraph IV Ineligible Projects of the TIF Guidelines states: **The program is not intended to assist in funding improvements not readily visible from the public right-of-way.** Item 3 under Ineligible Projects: Sidewalks-replacement of private sidewalks.

-In conversation with the Logan County Tax Assessor they saw no potential increase in assessed value of the property with regards to the proposed improvements.

RESULT

The property owner was contacted with results of the committee review and would like to appeal to the City Council this decision. Please see attached committee review comments and property owner appeal.

COW RECOMMENDATION:

Place the appeal/request on the Council's agenda for September 5th.

ATTACHMENTS:

Property Owner TIF Façade Application/Drawing

TIF Committee Response

Property Owner Appeal

Rec. 8/4/17 CTS



CITY OF LINCOLN, ILLINOIS

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

TIF District Façade Rehabilitation Incentive Application

Applications must be reviewed and approved before the project begins. Work completed prior to Staff Review is ineligible, unless specifically amended by the Council. If there is a significant change in the scope of the project after the application has been approved, the applicant must re-apply with the scope of the new project.

Please submit application to:

Wes Woodhall

Building & Zoning Officer
City of Lincoln
700 Broadway Street
Lincoln, Illinois 62656
217-732-6318

Applicant Name: John Guzzardo Business Name: Guzzardo Italian Villa

Applicant Mailing Address: 127 N. Union

Applicant Phone Number 217-737-0463 Fax _____ Email _____

Federal Employer Identification Number (FEIN) 20-0449902

Type of Business Entity:

☐ Individual ☒ Corporation ☐ Partnership ☐ Combination
I am Applying for a \$ 10,000.00 ☐ Loan ☒ Grant ☐ Combination
\$ _____ Grant \$ _____ Loan

Project Category:

New Business Construction ☐
Business Relocation/Expansion/Rehabilitation ☐
Façade Restoration Grant or Loan ☒
Emergency Structural Repairs ☐
ADA, Life Safety, Building Code, and Electrical Rehabilitation ☐

Building Name: Guzzardo's Italian Villa / Spirited Republic

Building Address: 509 & 509B Pulaski St.

How is the title held to the property?

☐ Individual ☒ Corporation ☐ Land Trust
☐ Partnership ☐ Limited Liability Company ☐ Other _____

1) Name(s) of property owner(s): John and Frankie Guzzardo

(All beneficial owners of a Land Trust, members of a Limited Liability Company and Partners in a partnership must be listed.)

Owner(s) phone: 217-737-0463

If the grantee is not the same as the owner, explain: _____

2) Building Data:

Site square footage:	18,100	Addressed by project: 3900
Building square footage:	14,200	
Number of floors in building:	2 floors	
Approximate year constructed:	1875	
Real Estate Taxes Paid:	\$18,300.00	

3) Current Use:

Public outdoor space, actively shared between 3 locally owned businesses.

Guzzardo's Italian Villa: Main Entrance, Outdoor Waiting Area

Spirited Republic: Porch seating, Rear Exit Door

Limerick Brewing Company: Main Entrance

4) General Project Description and/or Proposed Use:

This project will replace and expand the plaza area of an existing downtown space and its related fixtures. Guzzardo Arcade Rentals, with the support of Spirited Republic and Limerick Brewing, would like to complete the following:

Demolition of existing concrete plaza and installation of a new and expanded concrete surface, extending the plaza between the 3 partnered businesses, removal of existing fencing, restructuring of existing raised flowerbeds, addition of safety lighting and addition of new porch seating.

The new plaza will provide an improved main entrance for Guzzardo's Italian Villa, expanded restaurant waiting space, and seating for those desiring access to first floor dining. Tables, chairs, and lighting will be added to provide safe and clean outdoor seating for Spirited Republic, as well as an expanded space to accommodate the projected traffic upon the opening of Limerick Brewing Company.

This space is also used as a walkway between downtown parking and downtown shopping and government. The safety and ease of use will be greatly improved for the continued use of the general public.

5) Is the proposed use permitted under the current zoning classification applicable to the property? Yes.

- 6) Identify the proposed tenants of the project. Indicate whether leases have been negotiated and provide the status of any such negotiations.

Guzzardo's Italian Villa, the original property tenant, indicates shared use of the courtyard with Spirited Republic under their 7 year lease agreement. All parties have agreed to the proposed property repair and remodel.

- 7) Who will own the developed property? Guzzardo Arcade Rentals

- 8) Provide a brief description of public benefit to the City resulting from the development of the proposed project including improvements to any public infrastructure and economic quality of life issues for the down town area.

Public benefit to the city infrastructure would be improved safety. This improvement would create an area in downtown that provides a safe walking area, increased ease of use of a current public space and updated lighting for all times of day.

Economic quality of life would be improved as this project supports 4 of the 5 economic objectives of the Downtown Redevelopment Plan:

- Increased and Diversified Shopping and Dining Options
- Arts and Entertainment Options
- An Environment that Fosters Special Events
- An Attractive Outdoor Atmosphere

- 9) Discuss how the proposed project addresses the objectives and project activities set forth in the City of Lincoln Central Business TIF Redevelopment Plan including an explanation as to how the project will eliminate or mitigate blighting conditions in the down town area.

The proposed project addresses the objectives of:

- Building and landscape improvements
- Repair of existing building and/or fixtures
- Porch & Exit Improvement
- Walkways
- Lighting

This project will eliminate broken concrete currently in public use, mitigating potential liability. It will also illuminate a large dark area by installing increased lighting to the current courtyard space, reducing

opportunity for theft and vandalism

In addition, the proposed end use of the project will provide a diverse space for dining, entertainment and the arts, creating a community atmosphere for residents and an invitation to experience the hospitality downtown Lincoln has to offer.

- 10) Describe how the proposed project will stabilize the surrounding area and promote additional development in adjacent areas.

The surrounding area includes a city parking lot, park, entertainment, multiple surrounding businesses and a walkway to and from downtown Lincoln.

Practically, this allows for the surrounding area to begin to spotlight itself as a place to experience hospitality, arts and entertainment. Due to the centrality of this project location to the park, movie theater and various downtown shopping experiences, this project becomes a safe, fun, centralized and walkable place for shoppers, diners and families alike for years to come.

This area is the structural center of the Pulaski Street side of the square. Due to the adjacent nature of the surrounding businesses, completion of this project will further ensure the structural integrity of the entire line of buildings.

- 11) Provide an estimate of the total number of jobs to be created or retained by the proposed project, including salary ranges.

- Guzzardo's: Added Servers + Current
- Spirited Republic: Added servers + Current
- Limerick: Added brewers & servers

- 12) If the proposed project includes commercial uses, explain how the project will encourage the inflow of customers from outside the city's downtown area or which will provide retail or other commercial services currently unavailable or in limited supply in the midtown area.

Upon completion, a full entertainment and hospitality spotlight will be established providing a place for visitors to enjoy before or after their downtown shopping and entertainment experiences.

Retail in the form of food sales, Limerick beer/growler sales and merchandise will provide additional revenue because of increased seating, space and availability.

This area will also become a centralized location for special events, inviting non-residents to both attend and host special functions in the heart of downtown Lincoln.

13) Project Financing:

a. Description of construction/renovation cost estimate for project:

1. Concrete construction \$25,493.10
2. Electrical \$1100.00
3. Wrought iron fencing \$1800.00
4. Outdoor signage \$1000.00
5. Outdoor lighting \$1600.00

b. Description of machinery/equipment acquisition for project: n/a

c. Description of furniture/fixture acquisition for project (for info only):

1. 10 four-top patio tables and 40 chairs \$4265.20
2. 5 Patio umbrellas \$450.00
3. 3 outdoor patio heaters \$600.00
4. Outdoor speaker/music system \$600.00

14) Sources and uses of funds:

	City TIF	Owner Equity
Facade Improvement:	\$10,000	\$15,493.10
Equipment/Fixtures:		\$5,500.00
Furnishings:		\$5915.20

15) Provide narrative explaining why the project is not feasible and could not be carried out without TIF Funding assistance.

This is a large scale and costly project that changes the external structure of a beloved century-old building. To maintain both the structural and communal integrity of this space, it is essential to be done professionally and efficiently in order that local businesses do not suffer economically. The addition of these funds would ensure that the entire scope of the project goals would be met; bringing mutual benefits to all businesses involved.

16) Provide evidence that the applicant possesses the financial ability to complete and operate the proposed project.

- a. Identify sources, amounts and status of all debt financing and/or equity funding available to complete the project. Paying with cash.

b. Has the applicant explored alternative financing methods for the proposed project before applying for the use of City Funds? ☐ Yes ☐ No

If you checked Yes : Enterprise Zone _____
Historic Preservation Tax Credits _____

c. Provide an estimate of the incremental property taxes and any new retail sales tax the proposed project may be expected to generate. _____

17. Collateral Description

List the following for collateral that will be offered for security for the City funds:

Name	Value
n/a	

The undersigned has applied for the grant or loan described in this application and the proceeds of said grant/loan will be used in connection with the project described herein. The applicant agrees to abide by all City of Lincoln Central Business TIF Redevelopment and/or Façade Rehabilitation Incentive Program Guidelines. The Applicant agrees to furnish information listed as application attachments and any additional information to the City as needed to review and consider this request.

By execution of this application, Applicant acknowledges and consents for the City to conduct any and all credit history checks it deems necessary and appropriate.

John Suggs
Applicant's Signature

PRESIDENT
Title

8/14/2010
Date

(Applicant- do not write below this line)

Date Application Received _____	Staff Signature _____
Notes:	

Tim Clark Concrete Construction Inc.
San Jose, IL 62682

Estimate

Date	Estimate #
5/11/2017	PROJECT#539

Name / Address
Guzzardo's Italian Villa 509 Pulaski St Lincoln, IL 62635

			Project
Description	Qty	Rate	Total
Labor and materials to remove and replace 1438 sq ft and replace with 5" 4000# concrete mix with wire mesh reinforcement, light broom finish, sawed control joints and 1 coat of cure and seal	1,438	8.45	12,151.10
Concrete coming out from arcade are 60x14	840	8.00	6,720.00
Concrete color estimate 10 bags	10	80.00	800.00
Extra Concrete		0.00	0.00
Concrete remove and replace by Joe Ryans 10x16	160	12.00	1,920.00
Concrete in place of landscaping box 7x12	84	8.00	672.00
Concrete color 1 bag	1	80.00	80.00
30' of versa lock landscaping block 3 high with cap, labor and materials		1,700.00	1,700.00
Concrete brick removal by downstairs entrance		650.00	650.00
2 rows split face block and cap for new fence		800.00	800.00
If you have any questions please call Tim at 217-737-9733		Total	525,493.10

Phone #
217-737-9733



Estimate

Date	Estimate #
5/11/2016	2073

ASPHALT & CONCRETE

835 Stearns Creek Blvd.
Forayth, IL 62535

Name / Address
Guzzardo' Downtown Arcade Lincoln, IL 62656

Brian Aellis Superintendent 217-737-2101 Cell aellis@aol.com

P.O. No.	Project

Description	Qty	Rate	Total
Walkway from Alley to Arcade Approx 60 x 15		6,750.00	6,750.00
Triangle area on East side of Walkway, Approx 12 x 14		1,260.00	1,260.00
Concrete will be Class SI grade and include fibermesh reinforcement. A broom finish will be applied for skid resistance. All adjoining slabs will be drilled and pinned together to prevent separation. A rubberized expansion material will be placed between slab and foundation. Control joints will be saw cut and a sealer will be applied. A Stain will be applied. Color to be chosen.		0.00	0.00
Thanks for your consideration.		Total	\$8,010.00



Estimate

Date	Estimate #
5/11/2016	2072

ASPHALT & CONCRETE

835 Stevens Creek Blvd.
Forsyth, IL 62535

Name / Address
Spirited Republic Attn: Troy Hanger Pulaski St. Lincoln, IL 62656

Brian Acitis
Superintendent
217-737-2101 Cell
acital@aol.com

P.O. No.	Project
	Backdoor/...

Description	Qty	Rate	Total
Main sitting area approx. 26 x 31		6,060.00	6,060.00
Walkway to sitting area from		3,315.00	3,315.00
Guzzardos rear walkway 13 x 34			
Bush area by gas meters 13 x 25		2,437.50	2,437.50
Area to the West of the cellar door. Approx. 15' x 11'		1,285.00	1,285.00
Concrete will be Class SI grade and include fibermesh reinforcement. A broom finish will be applied for skid resistance. All adjoining slabs will be drilled and pinned together to prevent separation. A rubberized expansion material will be placed between slab and foundation. Control joints will be saw cut and a sealer will be applied. Stain to be applied, Color to be chosen		0.00	0.00
Thanks for your consideration.		Total	\$13,097.50

To: Lincoln, Illinois TIF review committee

From: Guzzardo's Italian Villa Inc.

Subject: TIF Application review



Thank you for reviewing our TIF application. We are disappointed that you did not feel it met the TIF requirements as outlined in the City of Lincoln Central Business Tax Increment Financing District Grant Program Guideline. We respectfully disagree and feel our project meets the guidelines for the following reasons.

1. Your letter stated that our improvements would not be visible from the public right of way per paragraph III of the guideline. We feel that statement applies to the specific improvements mentioned in that same sentence and not our improvements, which are covered later in that paragraph.
2. We feel our project is specifically covered by paragraph III.9 Walkways. This sentence, covered under the heading "Other Eligible Expenses", is an accurate explanation of our project.
3. Paragraph VIII.1 says that return on the city's investment can come from increased property taxes or additional local sales taxes generated by the project. The additional seating would provide enough sales from Guzzardo's Italian Villa, Spirited Republic and Limerick Brewing Company to pay back the \$10,000 grant in the 4 to 5 year time frame. Well within the city's recommended 10-year time frame.

We feel this courtyard could be the next step in building downtown Lincoln as a desired destination. The reconstruction of this plaza could add a new outdoor dining experience that downtown Lincoln is currently lacking while improving the front and back entrances of multiple downtown businesses.

To that end we would like to appeal the TIF committees ruling. We would be more than happy to meet with the TIF committee or the city council to explain our vision for this project. We appreciate your consideration.

August 14, 2017

John Guzzardo
127 N. Union
Lincoln, IL 62656

RE: TIF District Façade Rehabilitation Incentive Review 509 & 509B Pulaski St.

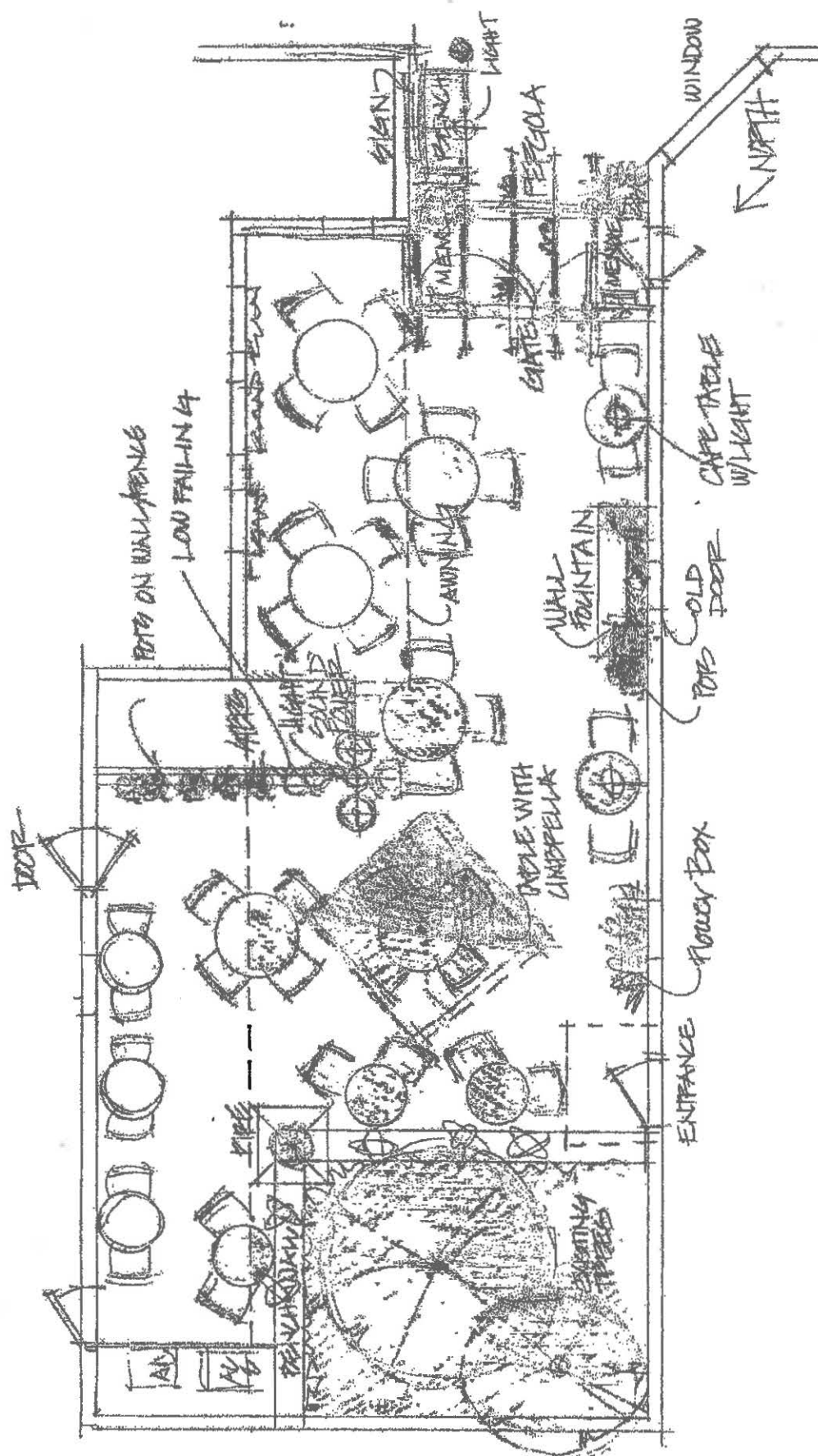
Mr. Guzzardo,

The TIF review committee met to review your application for usage of TIF grant monies toward the rehabilitation of the rear patio area shared by the above mentioned properties at the rear of each business. After review the committee voted to decline the request. While all were in agreement that it would certainly beautify the property. However, it is considered an interior portion of a private property. The interior patio is not viewable from the public street and is not considered eligible for funds. Furthermore, based on conversation with the Logan County Assessor this rehabilitation will not affect the assessed taxable value of the property.

I apologize for any inconvenience this may cause and hope that the project is able to move forward without these funds

Best Regards,

Wes Woodhall
Building and Safety Official
City of Lincoln



LINCOLN POLICE DEPARTMENT

CHIEF OF POLICE PAUL ADAMS



DEPUTY CHIEF MATTHEW VLAHOVICH

To: City of Lincoln Administrator, Clay Johnson
From: Chief of Police, Paul Adams
Meeting Date: August 25, 2017

Re: New Police Station Construction Bid Award

Background

The City of Lincoln implemented the process of building a new police department in 2012 due to the rising costs of rent being paid, currently \$36,000 per year, to the county for 1200 sq/ft of space that is unsafe and inefficient for officers to provide the services needed by this community.

In 2015, the City selected the architectural firm FGM for a space needs evaluation and to project the costs of a new police and fire station for the City. Based on their evaluation, the police station would need to be 12,000 sq/ft for our purposes. FGM surveyed several properties in Lincoln including City owned properties for a possible location. The expected cost for the police station was estimated at \$6,500,000 and the fire station was estimated at \$7,000,000 at the 2015 costs. The funding for these projects were allocated through the utility tax fees that were originally estimated to provide \$10,000,000 for both buildings.

Actual utility tax fees are based on weather conditions and the amount received is lower than the amounts that were estimated.

In 2016, District 27 announced they would be vacating Jefferson Elementary School and consolidating the children in Northwest school. Alderman Horn indicated that we should look at the building for a possible renovation as the police station. Chief Adams and Deputy Chief Vlahovich toured the building built in 1966, which was re-roofed in 2002. The structure is built from block and steel construction on a slab foundation. The structure had minor defects but is suitable for a police station and would save millions over building a new facility. The City purchased the school and four lots, which were owned by District 27, and are across 6th street to the north of the school building, for \$75,000.

FGM provided an estimate for renovation at \$2,500,000 for the school, parking and a garage for the north lot in 2016. The City then decided to go forward with architectural design and bidding for a new police station. Initial design for the north lot, being a parking lot plus a garage for vehicular storage and vehicle evidence storage, along with the renovation of the school as a police station was \$4,287,000.

LINCOLN POLICE DEPARTMENT

CHIEF OF POLICE PAUL ADAMS



DEPUTY CHIEF MATTHEW VLAHOVICH

Redesign was done on some of the rooms to preserve existing walls, remove unnecessary engineering, and remove the north lot from the design. The project was rebid and those bids were received on August 3 with the low bidder being PJ Hoerr.

Analysis/Discussion

The bid from PJ Hoerr was \$2,770,000. There were several alternates that were listed in the bid totaling \$90,000, in which we would like to select several, to complete the project totaling \$43,000. See the attached bid sheet for a breakdown from all bidding contractors.

There are soft costs including furniture, engineering, survey fees, material testing, asbestos abatement, communications tower, and lighting costs which are not in the bid and will be the City's responsibility on top of the bid amount. We would still like to bid the north parking lot and the garage as it is important to provide the public the necessary parking and garage to complete this project as a whole, as this will be the police station for the City of Lincoln for the next 100 years. We are working with FGM, PJ Hoerr, and outside vendors to help solidify those soft costs.

Fiscal Impact

Funding for the project was stipulated in the utility tax fee increase to pay for this, much needed resource for our community. Final soft costs amounts, financing, and contract approval will be approved in a future Council meeting.

COW Recommendation

Place on Council Agenda for September 5, 2017 to approve the low bidder for the construction of the new police station to P.J. Hoerr, Inc.,

FGM ARCHITECTS

Aug 11, 2017

Mr. Clay Johnson, City Administrator
City of Lincoln
700 Broadway Street
Lincoln, Illinois 62656

Re: New Lincoln Police Station
FGM Project Number: 16-2243.01

Dear Mr. Johnson,

Enclosed please find the Bid Tabulation for the above referenced project. Bids were received on August 3, 2017 at 2:00 p.m., with six bidders responding.

The apparent low bidder is P.J. Hoerr with a Base Bid in the amount of \$2,770,000.00. There were thirteen (13) Add Alternates specified on the Project. It is my understanding the City would like to proceed with accepting Add Alternates 1, 3, 5, 6, 7, 9, 11, and 13 totaling an additional \$43,000.00. The total contract amount with Add Alternates is \$2,813,000.00

FGM Architects spoke with Craig Smith and Kirk Anderson on August 9, 2017 about their proposal and he has indicated that they are comfortable with their bid and the scope of work involved. They appear to be a responsible bidder. Attached is the Contractor Bid/Scope Review Check Sheet, dated August 9, 2017, which has been signed by both Kirk Anderson and myself.

Consequently, we see no reason not to recommend to entering into an agreement with P.J. Hoerr. for their Base Bid proposal plus Add Alternates the City would like to accept.

If you have any questions or comments, please don't hesitate to call.

Respectfully,



Kevin W. Meyer, AIA
Vice President

Enclosures: Bid Tabulation Sheet, dated August 3, 2017
Contractor Bid/Scope Review, dated August 9, 2017

Cc: Craig Smith, P.J. Hoerr
File

BID TABULATION

Signed:

Witness #1

Witness #2

Date: August 3, 2017, 2:00 p.m.

16-72243-01-KF-51D

APPENDIX 1



LINCOLN FIRE DEPARTMENT

Fire ~ Rescue ~ Life Safety

700 Broadway - Lincoln, IL 62656

Phone 217-735-4020 - Fax 217-732-2145

www.cityoflincoln-il.gov



Recommendation for the Replacement of 5103

Lt. Bret Tripplett, Firefighter James Reed, Firefighter Robert Wood and Chief Mark Miller

August 5, 2017

We have received three bids for the replacement of 5103, our 1984 Sutphen 100 foot aerial platform. The three companies which have submitted bids are Pierce Manufacturing Inc. (\$1,189,000), Ferrara Fire Apparatus (\$1,214,760), and E-One (\$1,172,995). The Truck Committee feels the best choice for replacing our current 33 year old aerial is the E-One HP 100 foot Aluminum Rear Mount Platform. Several factors have contributed to our decision. These include how the truck meets the requirements we set, special features of the truck, the ability to get service on the truck, and the strong company history behind E-One.

The 5103 truck committee came up with several requirements for a new aerial platform. Our goal was to design a truck that would allow the Lincoln Firefighters to serve the City of Lincoln as easily and safely as possible. The first requirement was also one of the most important. The new aerial truck would need to fit in the current fire station. This meant the truck would have to fit in a 12 foot tall overhead door and be shorter than 47 foot 4 inches long. E-one stepped up to the plate with a 100 foot rear mount platform that was 11 foot 8 inches tall (one inch taller than 5102) and only 46 foot 2 inches long. E-one also met our specs by providing a 5 man cab that includes a rear storage area for flashlights, an AED, and other miscellaneous tools. The inside of the cab has 3 scba seats with hands free Smart Dock Gen 2 brackets and a Pro-Vision back-up camera. Other requirements for the truck which were met by E-one include a 1500 gpm Waterous pump with 300 gallon poly water tank, a 10 kw generator, jack pad spotting lights, and breathing air supplied to the aerial platform. The aerial ladder itself includes mounting brackets for a 16 foot roof ladder and stokes basket on the base section of the ladder. The platform on the truck has an elevated waterway with a 1500 gpm electric nozzle and a 2 ½ inch discharge. Other items included in the spec of the platform are a parapet wall attachment, stokes basket brackets, and rappelling anchors.

There are many features on the E-One truck that help make it stand out from the other two. One of these features is the underslung outriggers or jacks. They provide the truck with a lower center of gravity, no need for pins, a setup time of 45 seconds, narrower jack spread of 15 foot 6 inches compared to 18 foot, and most importantly more storage space. The E-One apparatus is equipped with more than 200 cubic foot of storage. The aluminum ladder and platform on the truck are lighter than their steel counterparts and won't rust over time. The E-One truck has the highest tip load at 1305 lbs dry and 805 lbs wet, widest ladder with tallest handrails for more secure climbing, an easy transition into the platform, and diagonal front doors for easy access into and out of the platform. These features provide the truck with a 2.5 to 1 structural safety rating which exceeds the NFPA requirement of 2 to 1. One feature the E-One holds over the other two is the ability to override the platform level allowing you to angle the platform up while driving for better vision or to match the pitch of a roof, or to angle the platform down to aid in a technical rescue situation. Other features of the E-One include its user friendly hose loads. It has 3 pre-connected hand lines. The two most used lines are the 1 ¾ inch hand lines. They are located in the front bumper of the apparatus for easy loading and deployment. The third is a 2 ½ inch hand line located in the standard position over the pump. Also, above the pump is an area for two



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high rise packs. (Hoses packed in a way that provides easy deployment in multiple story buildings.) The right rear area of the apparatus is equipped with a side stacker hose bed. This design allows for 5 inch and 2 ½ inch supply hose to be easily loaded and deployed with the ladder still bedded on the truck. The truck also includes a small hose tray in the running board on the officer's side of the pump panel to store short sections of hose. Another key feature of the E-One is its ability to store more ground ladders than the other two. The truck comes with a ladder compliment as follows: a 35 foot two section, 28 foot two section, 24 foot two section, one 20 foot roof ladder, two 16 foot roof ladders, a 10 foot folding ladder, and a Little Giant ladder. Other items included on the E-One is a Vogel Automatic Lube System, dual fuel fill locations (one on the driver side and one on the passenger side), and 12 volt LED scene lighting on the cab and body which allows you to light up a scene without engaging the generator.

Service is an important factor when considering what truck to purchase. All firetrucks are going to require service and maintenance as they age, so you need to ensure the truck you purchase can be serviced locally and in a timely manner to minimize the amount of time it will be out of service. The maintenance and service for the E-One truck would be provided by Banner Fire Equipment, Inc. They are located in Roxana, IL only 114 miles from Lincoln. Their main goal for providing service is to do most of the maintenance and repairs on the truck right here in Lincoln at the fire station. They accomplish this by having 4 fully equipped service vans on the road and maintaining a stock of the most widely used items in Roxana. If unable to complete the repairs at the station they are able to take it to Roxana where they have 6 enclosed and heated service bays and 7 fulltime employees. There they are capable of handling the majority of repairs including body repairs, water tank repairs, major pump repairs, welding, and aerial device repairs. Banner Fire Equipment would also be responsible for covering any warranty work on the truck. There are a number of warranties that would apply to the truck, but a couple of them are a lifetime frame warranty and a 20 year aerial structure warranty.

E-One has a proven track record and strong company history. They were established in 1974 and now employ more than 700 people in 5 assembly plants. E-One offers a full product line including aerials, aircraft rescue firefighting, pumpers, rescues, and tankers. They are also a single source manufacturer meaning they engineer and build the complete truck. The aerials are built in Ocala, FL and have an unmatched safety record with zero structural failures and zero tip overs since the company's inception. With such a strong track record behind them E-One has become a leading emergency vehicle manufacturer providing trucks nationwide. Some local departments who use E-One apparatus are Chatham, Macomb, and Bloomington. A few examples of the larger cities who are using E-One apparatus are Chicago, IL, Boston, MA, and Buffalo, NY.

In conclusion, when you take all of these factors into consideration the E-One HP 100 foot Aluminum Rear Mount Platform has met our requirements, the best package of features, a strong service backing, and a strong company history. Not only has E-One provided us with a very nice truck to consider, but they have done so with the lowest price of the 3 bids at \$1,172,995.00. The other two bids were strong contenders when considering what to replace our current aerial platform with, however in the committee's recommendation E-One has provided the best option. E-One aerial platform is the best choice for the Lincoln Fire Department and the City of Lincoln.



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Prices with applied discounts;

Pierce \$1,145,217. Ferrara \$1,187,428 E-One \$1,130,820 plus a trade value to be applied

Respectfully,

Lt. Bret Tripplett FF James Reed FF Robert Wood Fire Chief Mark Miller