

**PUBLIC MEETING NOTICE
TO THE PEOPLE OF THE CITY OF LINCOLN, ILLINOIS**

Please take notice that the City Council of the City of Lincoln shall hold a public hearing on Monday, October 3, 2016 at 7:00 P.M. in the City Council Chambers, City Hall, to hear the following matter.

The City Council of the City of Lincoln is considering amendments to the following City Code Sections: Section 9-5-10, Parking to Obstruct Prohibited, Section 11-2-1, Definitions, Yard Front and Section 11-4-2, Uses Permitted, All Residence Districts pertaining to the provisions for the of parking motor vehicles, trailers, campers, recreational vehicles, boats and other personal property within the City limits of the City of Lincoln.

The petition shall be on file in the Code Enforcement Office in City Hall for public inspection, comment, questions and objections may be filed with the City Clerk until 3:00 P.M. on October 3, 2016.

Susan Gehlbach
City Clerk

CITY OF LINCOLN
REGULAR CITY COUNCIL MEETING
AGENDA
OCTOBER 3, 2016
IMMEDIATELY FOLLOWING PUBLIC HEARING-PARKING

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. Approve minutes for the June 28, 2016 Committee of the Whole Meeting, July 5, 2016 and July 18, 2016 Regular City Council Meetings

C. Request from Pizza Hut to permit solicitation of funds for the "First Book Literacy Project" on Thursday, October 6, 2016 and Thursday, October 21, 2016 at the intersection Broadway and N. McLean Streets from 8:00 am to 5:00 pm

D. Approval of Block Party Application from Don and Jan Sielaff for Monday, October 31, 2016 from 4:30 pm to 8:00 pm on Tenth Street from Union Street to Chestnut Street

E. Mayoral Proclamation of "Patricia Polacco Day" on October 7, 2016

6. Ordinances and Resolutions

A. Ordinance amending City Code, Section 9-5-10, 11-21-1 and 11-4-2, amending the parking regulations for motor vehicles, trailers, campers, recreational vehicles, boats and other personal property within the City limits

7. Bids

8. Reports

9. New Business/Communications

A. Approval of contract with FGM Architects for design of the Lincoln Police Station at Jefferson School in an amount not to exceed \$180,000.00

B. Approval of fast track demolition of property at 1114 4th Street by Harold Goodman, Inc. in an amount not to exceed \$4,200.00

C. Approval of recommendation for the upgrade and installation of flow meters by ADS Environmental in an amount not to exceed \$13,690.00

10. Announcements

A. Community Night at Ray White Park on Thursday, October 6, 2016 from 5:00 pm to 7:00 pm

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.

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City Council Committee of the Whole Meeting
June 28, 2016
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Minutes of the City of Lincoln City Council Committee of the Whole Meeting held in the Council Chambers on Tuesday, June 28, 2016.

Mayor Neitzel called the regular City Council Committee of the Whole Meeting to order at 7:00 p.m. There were eight Aldermen present (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Mourning, Alderman Parrott, Alderman Tibbs and Alderman Welch) and none absent. Also present were Fire Chief Miller, Street Superintendent Mr. Landers, Safety and Building Officer Mr. Lebegue, American Water Manager Mr. Ferguson, and Police Chief Adams. Also present were Mayor Neitzel, City Treasurer Mr. Conzo, City Administrator Mr. Johnson, City Clerk Mrs. Gehlbach, and Recording Secretary Mrs. Riggs.

Mayor Neitzel led the Pledge of Allegiance.

Public Participation:

Mayor Neitzel gave a review of the Lincoln Revitalization Plan which was done by a steering committee. She felt the senior citizens were being taken care of well (Timber Lake, Hospital, St. Clara's and other entities) and are giving them a great quality of life that they deserve. The Jefferson School property was worth \$300,000.00 but the City of Lincoln purchased it for \$75,000.00 from the school corporation. The new Street facility was given \$4.2M by Nicor and the City is only paying a small amount for extra items on the project. The Depot will bring people in on the trains and they will get off at the new Depot and it is at no cost to the City. Mayor Neitzel said the Third Friday event has been a great addition to downtown Lincoln which was brought to fruition by the City Administrator Mr. Johnson. Mayor Neitzel commended Mr. Doolin for his restoration of the Scully Building which is a landmark in the City of Lincoln. The City of Lincoln parking lot on Pekin Street needs drainage to make it safer and free from ice during the winter.

Proclamation: Lincoln Women's Club:

Mayor Neitzel said this will be read at the City Council Meeting at Tuesday, July 5, 2016 meeting and it will be placed on the Consent Agenda.

Request to Permit – 4th of July Kid Parade:

Alderman Tibbs said for several years the children had a walking parade on the 4th of July. She said this has been very successful in the previous years. It starts at Scully Park and ends at Lincoln Park District. This will be placed on the consent agenda for Tuesday, July 5, 2016.

Block Party Application – 200 Block of Pekin:

This will be placed on the Consent Agenda for Tuesday, July 5, 2016.

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Comcast Franchise Agreement Amendment:

City Administrator Mr. Johnson said there is some minor language changes for the emergency system. City Attorney Mr. Blinn Bates has approved the changes in the contract. It was agreed to place this item on the Consent Agenda for Tuesday, July 5, 2016.

Resolution 2016-325: Establishing the Prevailing Wage Rate:

City Administrator said this is the same amount as last year. There may be an increase at a future time. This will be placed on the Agenda for Tuesday, July 5, 2016.

Approval of Special Use Permit – McDonald's:

Building and Safety Officer Mr. Lebegue had a proposed drawing for the McDonald's on Hickox Drive. The drive thru was presented to the Planning Commission last Thursday, June 23, 2016 (unanimous consent to approve). IDOT is looking over the plans as to whether or not this will be approved for coming off Route 10 (Woodlawn Road). This will be on the agenda for Tuesday, July 5, 2016.

Approval of FY-2016 Appropriation Budget Amendment & FY 2017 Appropriations Budget:

The FY-2016 Appropriation Budget Amendment will be placed on the agenda for Tuesday, July 5, 2016. The FY 2017 Appropriation Budget will be placed on the agenda for Tuesday, July 18, 2016.

Ordinance: Trailer Ordinance:

Building and Safety Officer Mr. Lebegue said he looked at several communities that did not allow boats and trailers to park on streets. A minor change would be to strike out some language and add some language under City Code 9-5-10: Parking to Obstruct Prohibited: (B) Further, the following are declared obstructions, eliminate the 72 hours language, no trailers, campers etc are not allowed.

Alderman Bauer said she lives in an area where they do not have back yard access for a boats, campers, trailers and this is a unique situation that needs to be addressed. There are many cul-de-sacs that don't have a backyard either.

Alderman Hoinacki would like to have it placed on the website to allow the public to review and make comments. This will be revised for the July 26, 2016 meeting.

Fast Track Demolition – 512 N. Monroe & 1402 N. Kickapoo:

Building and Safety Officer Mr. Lebegue said the roof of the 1402 N. Kickapoo Street house has caved in, weeds and is a neighborhood dumping spot. This property will be demolished by Moody Excavating for a cost of \$7,500.00 as a community service.

The 512 N. Monroe Street property bid came at a cost for \$4,300.00 from Goodman Excavating.

Place both bids on the agenda for Tuesday, July 5, 2016.

Depot Construction Bid – Award:

City Administrator Mr. Johnson said there were two bids that were opened this afternoon for the construction phase. The construction estimates were \$3.625M and the bids came in at the following: 1. Halverson Construction Company at \$4,752,356 and 2. R. D. Lawrence Construction Company at \$4,039,400.

City Administrator Mr. Johnson asked to place this on the agenda for Tuesday, July 5, 2016 pending a response from the engineers.

2016 Cured in Place Pipe Project (CIPP) Bid Award:

American Water Mr. Ferguson said on Wednesday they opened bids. There were five bids received. The lowest bid came from P. J. Hoerr Construction in the amount of \$178,835.00. He asked to have this placed on the agenda for Tuesday, July 5, 2016.

Pekin Street Parking Lot Discussion & Direction:

Alderman Tibbs said the business owners are not in favor of the trash corral being moved away from the building. Alderman Hoefle said the cost keeps going up. He has talked to all of the business owners that have alley access and they do not want the corral. The sewer smell has been there for a long time. Alderman Bauer said this corral is an inconvenience, the parking lot scope will never get any cheaper, issues of the functionality of the project, and the large trucks are not coming out on Kickapoo Street. Alderman Parrott said he drives through the parking lot with caution, it is not in great shape, and it's difficult to park in. Alderman Hoinacki wanted Mr. Ferguson to quote the storm sewer and inlets. Mr. Ferguson said this is all clay pipe. Alderman Mourning agreed with Alderman Parrott.

City Administrator Mr. Johnson said there are three options: Reject the project, reconsider the bid, or rebid the project. This could still be completed this year. Alderman Horn said it is a safety issue.

Mr. Bill Vinyard was really upset that the library gets looked over like the Post office and they are willing to contribute to the cost of the repairs. Alderman Bauer said the City of Lincoln should move forward.

Alderman Welch said he has talked to a lot of people and the City Council's actions have upset a lot of people. He said he voted no because he had not been on the Council very long and is still torn on the issue.

The elevation is graded per the standard at the entryway.

Mayor Neitzel made a recommendation to have the vote on the July 18, 2016 agenda.

2016 Motor Fuel Tax Resolution:

City Administrator Mr. Johnson said this is for the reimbursement of funds. This will be placed on the Agenda for Tuesday, July 5, 2016.

2016 Resurfacing Program:

Street Superintendent Mr. Landers said he is looking for some direction. He is looking at doing three blocks around the Depot and that would be his recommendation. This will be done during the time that the Depot is being revitalized.

Alderman Welch said he knew they were looking to reassess the streets to decide what streets need to be done. Farnsworth Group said they need to get this in the process for bidding.

July 12, 2016 Committee of the Whole Meeting:

Mayor Neitzel would like to vacate the July 12, 2016 meeting and placed it on the agenda for next week.

Other Discussion:

Kathy Vinyard has given her resignation as of today.

Mayor Neitzel said the kids will be having a good time for the 4th of July with the parade and that it starts at Scully Park.

Mayor Neitzel read a thank you from the Logan County Young Professionals for the successful Pigs and Swigs event.

Fire Chief Miller reminded everyone that fireworks are dangerous and to use caution.

Executive Session:

There was no Executive Session held.

Upcoming Meetings:

Council: Tuesday, July 5, 2016 – 7:00 p.m.

Committee of Whole: Tuesday, July 12, 2016 – 7:00 p.m.

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

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The City of Lincoln Committee of the Whole Meeting adjourned at 9:22 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 Tuesday, July 5, 2016.

Mayor Neitzel called the regular City Council Meeting to order at 7:00 p.m.

City Clerk Mrs. Gehlbach called the roll. There were six Aldermen present (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Mourning, and Alderman Tibbs) and two absent (Alderman Parrott and Alderman Welch). Also present were Building and Safety Officer Mr. Lebegue, American Water Mr. Ferguson, Police Chief Adams, and Assist Fire Chief Danosky. Also present were Mayor Neitzel, City Treasurer Mr. Conzo, City Clerk Mrs. Gehlbach, and Recording Secretary Mrs. Riggs.

Mayor Neitzel let the Pledge of Allegiance.

Public Participation:

Mr. Adam Mackey from the Lincoln Speedway racetrack was present to let the City Council know that he needed to reschedule the World of Outlaw late models and late summer nationals due to the inclement weather. They were trying to reschedule the race on Sunday, August 25, 2016. This will be placed on the Agenda for Monday, July 18, 2016.

Mayor Neitzel called for the Consent Agenda by Omnibus Vote:

Payment of Bills

Approval of minutes for April 26, 2016 Special City Council Meeting and June 14, 2016 Committee of the Whole Meeting

Mayoral proclamation #2016-327 of July 7, 2016 on Lincoln Woman's Club Day

Approval of request to permit from Lincoln Park District to close various streets from 9:30 a.m. until 11:30 a.m. on Monday, July 4, 2016 for the Walking Parade

Approval of application from Casey Lore for block party in the 200 block of Pekin Street on July 16, 2016 from 3:00 p.m. until 9:00 p.m.

Authorization of amendment to the Comcast Franchise Agreement

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 six ayes (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Mourning, and Alderman Tibbs), zero nays and two absent (Alderman Parrott and Alderman Welch); motion carried.

Mayor Neitzel read the Proclamation for the Lincoln Women's Club and presented it to President, Sandra Johnson.

Ordinances and Resolutions:

Resolution #2016-325 Establishing Prevailing Wage for the City of Lincoln

Alderman Bauer moved to approve Resolution #2016-325 Establishing Prevailing Wage for the City of Lincoln and Alderman Mourning seconded it. City Clerk Mrs. Gehlbach called the roll call. There were six ayes (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman

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

Resolution for #2016-326 Motor Fuel Tax

Alderman Hoinacki moved to approve Resolution #2016-326 Motor Fuel Tax and Alderman Mourning seconded it. City Clerk Mrs. Gehlbach called the roll call. There were six ayes (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Mourning, and Alderman Tibbs), zero nays and two absent (Alderman Parrott and Alderman Welch); motion carried.

Amendment to Appropriation Ordinance#2016-852 for FY 2015-2016

Alderman Bauer moved to approve Amendment to Appropriation Ordinance #2016-852 FY 2015-2016 and Alderman Mourning seconded it. City Clerk Mrs. Gehlbach called the roll call. There were six ayes (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Mourning, and Alderman Tibbs), zero nays and two absent (Alderman Parrott and Alderman Welch); motion carried.

Bids:

Approve and award bid to R.D. Lawrence Construction Company for Depot renovation and construction in an amount not to exceed \$4,041,400.00, pending approval from IDOT Engineers

Alderman Bauer moved to Approve and award bid to R.D. Lawrence Construction Company for Depot renovation and construction in an amount not to exceed \$4,041,400.00, pending approval from IDOT Engineers and Alderman Hoinacki seconded it. City Clerk Mrs. Gehlbach called the roll call. There were six ayes (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Mourning, and Alderman Tibbs), zero nays and two absent (Alderman Parrott and Alderman Welch); motion carried.

Approve and award bid, including all alternates, to Hoerr Construction, for Cured in Place Pipe Project (CIPP) lining in an amount not to exceed \$178,835.00

Alderman Horn moved to Approve and award base bid, including all alternates, to Hoerr Construction, for Cured in Place Pipe Project (CIPP) lining in an amount of \$178,835.00 and Alderman Bauer seconded it. City Clerk Mrs. Gehlbach called the roll call. There were six ayes (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Mourning, and Alderman Tibbs), zero nays and two absent (Alderman Parrott and Alderman Welch); motion carried.

Reports:

There were no Reports to come before the City Council.

New Business/Communications:

Approval of cancellation of the July 12, 2016 Committee of the Whole Meeting

Alderman Mourning moved to approve the cancellation of the July 12, 2016 Committee of the Whole Meeting Alderman Bauer seconded it. City Clerk Mrs. Gehlbach called the roll call. There were three ayes (Alderman Bauer, Alderman Hoinacki, and Alderman Mourning), three nays (Alderman Hoefle, Alderman Horn, and Alderman Tibbs) and two absent (Alderman Parrott and Alderman Welch), Mayor Neitzel voted aye; motion carried.

Approval of Special Use authorization to establish a McDonald's drive-thru restaurant facility at 1007 Hickox Drive

Alderman Bauer moved to approve of Special Use authorization to establish a McDonald's drive-thru restaurant facility at 1007 Hickox Drive and Alderman Hoinacki seconded it.

Mr. Jim Olgain was present to represent McDonald's concerning the drive-thru restaurant facility.

City Clerk Mrs. Gehlbach called the roll call. There were six ayes (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Mourning, and Alderman Tibbs), zero nays and two absent (Alderman Parrott and Alderman Welch); motion carried.

Approval of fast track demolition of buildings at 512 N. Monroe Street by Harold Goodman, Inc. in an amount not to exceed \$4,300.00 and building at 1402 N. Kickapoo Street by Moody Excavating in an amount not to exceed \$7,500.00

Alderman Tibbs moved to approve the fast track demolition of buildings at 512 N. Monroe Street by Harold Goodman, Inc. in an amount not to exceed \$4,300.00 and building at 1402 N. Kickapoo Street by Moody Excavating in an amount not to exceed \$7,500.00 and Alderman Horn seconded it. City Clerk Mrs. Gehlbach called the roll call. There were six ayes (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Mourning, and Alderman Tibbs), zero nays and two absent (Alderman Parrott and Alderman Welch); motion carried.

Approval of the scope of the resurfacing projects to include the oil and chip portion on various streets and mill and overlay of the three blocks around the Depot, provided the Depot project begins prior to August 15, 2016

Alderman Mourning moved to approve the scope of the resurfacing projects to include the oil and chip portion on various streets and mill and overlay of the three blocks around the Depot, provided the Depot project begins prior to August 15, 2016 and Alderman Bauer seconded it. City Clerk Mrs. Gehlbach called the roll call. There were six ayes (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Mourning, and Alderman Tibbs), zero nays and two absent (Alderman Parrott and Alderman Welch); motion carried.

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Approval of work order from Farnsworth in the amount of \$56,000.00 to oversee and implement the City's 2016 resurfacing project

Alderman Hoinacki moved to approve the work order from Farnsworth in the amount of \$56,000.00 to oversee and implement the City's 2016 resurfacing project and Alderman Bauer seconded it. City Clerk Mrs. Gehlbach called the roll call. There were six ayes (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Mourning, and Alderman Tibbs), zero nays and two absent (Alderman Parrott and Alderman Welch); motion carried.

Announcements:

Mayor Neitzel read a Congratulations from Darren LaHood on the Arbor Day Tree City USA recognition for 2015.

Mayor Neitzel said an open house will be held at Copper Creek on July 9, 2016.

Mayor Neitzel said July 16, 2016 is Family Fun Day which will be held at Scully Park and is being sponsored by the Open Arms Ministry which starts at 11:00 a.m.

Mayor Neitzel thanked the Lincoln Park District for their festivities on July 4, 2016 with the children's' parade. She thanked the Fire Department and Police Department for leading the parade. She said the fireworks were beautiful, lots of people were at the Park District and thanked the Park District for the fireworks display.

Alderman Bauer said the next 3rd Friday event will be held on July 15, 2016.

Alderman Horn thanked Building and Safety officer Mr. Lebegue for his work to clean up a property on 7th Street.

Executive Session

There was no Executive Session.

Alderman Tibbs moved to adjourn the meeting and Alderman Horn seconded it. City Clerk Mrs. Gehlbach called the roll call. There were six ayes (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Mourning, and Alderman Tibbs), zero nays and two absent (Alderman Parrott and Alderman Welch); motion carried

The City Council Meeting was adjourned at 7:47 p.m.

Respectfully Submitted By:

Risa Riggs
Recording Secretary

Minutes of a regular City Council Meeting held in the Council Chambers of City Hall, Lincoln, IL, on Monday, July 18, 2016.

Mayor Neitzel called the regular City Council Meeting to order at 7:15 p.m. Deputy City Clerk Mrs. Fulk called the roll. There were eight Aldermen present (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Mourning, Alderman Parrott, Alderman Tibbs and Alderman Welch) and none absent. Also present were Street Superintendent Mr. Landers, American Water Manager Mr. Ferguson, Police Chief Adams, City Building and Safety Officer Mr. Lebegue, and Fire Chief Miller. Also present were Mayor Neitzel, City Treasurer Mr. Conzo, City Attorney Mr. Blinn Bates, City Administrator Mr. Johnson, Deputy City Clerk Mrs. Fulk, and Recording Secretary Mrs. Riggs.

Mayor Neitzel asked for a Moment of Silence for the Dallas Police Department, Baton Rouge Police Department and the Nice France citizens. Mayor Neitzel led the Pledge of Allegiance.

Public Participation:

Mrs. Leslie Hoefle was present to discuss the Pekin Street Library Parking lot and the alley that should be closed off to allow safe routes for children to access the library. Her husband, Alderman Rick Hoefle was a large case litigation specialist with the Travelers Company for the semi trucking division and acting in the capacity of an attorney. Mrs. Hoefle said that Alderman Hoefle could be used as an expert witness and recommended that the City of Lincoln should take his advice on the liability and safety issues of the current design. She felt there should be graphic painting on the walls. Mrs. Hoefle felt that an engineer should be placed on staff and did not know why they didn't have it on the agenda.

Mayor Neitzel called for the Consent Agenda by Omnibus Vote:

Payment of Bills

Approval of Minutes for May 24, 2016 Committee of the Whole meeting and June 20, 2016 Regular City Council meeting.

Alderman Horn moved to approve the Consent Agenda as read and Alderman Hoinacki seconded it. Deputy City Clerk Mrs. Fulk called the roll call. There were eight yeas (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Mourning, Alderman Parrott, Alderman Tibbs and Alderman Welch), zero nays, and none absent; motion carried.

Ordinances and Resolutions

Appropriation Ordinance # 2016-853 for Fiscal Year 2016-2017

Alderman Hoinacki moved to approve and Alderman Horn seconded it. Deputy City Clerk Mrs. Fulk called the roll call. There were eight yeas (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Mourning, Alderman Parrott, Alderman Tibbs and Alderman Welch), zero nays, and none absent; motion carried.

Bids:

Approval of bid from Illinois Civil Contractors, Inc. for the Pekin Street Parking Lot project not to exceed \$480,644.70 and Motion to rescind vote to reject bid from Illinois Civil Contractors, Inc. (ICCI) for Pekin Street Parking Lot Project

Alderman Bauer moved to and Alderman Horn seconded it. Deputy City Clerk Mrs. Fulk called the roll call. There were eight yeas (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Mourning, Alderman Parrott, Alderman Tibbs and Alderman Welch), zero nays, and none absent; motion carried.

Approval of bid from Bee's Cub Cadet for 2016 mower for the Street Department in an amount not to exceed \$9,759.34

Alderman Bauer moved to approve and Alderman Tibbs seconded it. Deputy City Clerk Mrs. Fulk called the roll call. There were eight yeas (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Mourning, Alderman Parrott, Alderman Tibbs and Alderman Welch), zero nays, and none absent; motion carried.

Reports:

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

City Clerk Report for June 2016 is on file.

Department Heads Reports for April, 2016 (Lincoln Police Department, American Water and Street Department)

New Business/Communications:

Request from Lincoln Speedway to reschedule the Summer National Race from Sunday, July 3, 2016 to Thursday, August 25, 2016, due to inclement weather

Alderman Bauer moved to approve and Alderman Welch seconded it. Deputy City Clerk Mrs. Fulk called the roll call. There were eight yeas (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Mourning, Alderman Parrott, Alderman Tibbs and Alderman Welch), zero nays, and none absent; motion carried.

Executive Session:

Alderman Bauer moved to go into Executive Session under 5 ILCS 120/2(c)(1) personnel and Alderman Hoinacki seconded it. Deputy City Clerk Mrs. Fulk called the roll call. There were eight yeas (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Mourning, Alderman Parrott, Alderman Tibbs and Alderman Welch), zero nays, and none absent; motion carried.

The meeting adjourned at 7:36 p.m.

The meeting returned to regular session at 7:56 p.m.

Deputy City Clerk Mrs. Fulk called the roll call. There were eight yeas (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Mourning, Alderman Parrott, Alderman Tibbs

and Alderman Welch), zero nays, and none absent; motion carried.

Advice and consent of the Sewer Clerk position in the City Clerk's Office

Alderman Hoinacki moved to approve and Alderman Parrott seconded it. Deputy City Clerk Mrs. Fulk called the roll call. There were eight yeas (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Mourning, Alderman Parrott, Alderman Tibbs and Alderman Welch), zero nays, and none absent; motion carried.

Other Discussion:

Mayor Neitzel read a Thank you for the help by Mr. Landers and the Street department during the children's Explorer Club project and for the family petting zoo program.

Mayor Neitzel said they had good Third Friday event last week.

Executive Session:

Alderman Horn moved to go into Executive Session under 5 ILCS 120/2(c)(3) appointment of a body and Alderman Welch seconded it. Deputy City Clerk Mrs. Fulk called the roll call. There were eight yeas (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Mourning, Alderman Parrott, Alderman Tibbs and Alderman Welch), zero nays, and none absent; motion carried.

The meeting adjourned at 8:07 p.m.

The meeting returned to regular session at 9:13 p.m.

Deputy City Clerk Mrs. Fulk called the roll call. There were eight yeas (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Mourning, Alderman Parrott, Alderman Tibbs and Alderman Welch), zero nays, and none absent; motion carried.

Alderman Hoefle moved to adjourn the meeting and Alderman Tibbs seconded it. There were eight yeas (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Mourning, Alderman Parrott, Alderman Tibbs and Alderman Welch), zero nays, and none absent; motion carried.

The City Council Meeting was adjourned at 9:14 p.m.

Respectfully Submitted By:

Risa Riggs
Recording Secretary

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Clay T. Johnson, City Administrator

MEETING

DATE: September 27, 2016

RE: Request to Permit – Pizza Hut “First Book Literacy Project”

The City received a request from the local Pizza Hut who desires to set up a road block at the intersection of Broadway and N. McLean for donations on Thursday, October 6th and Friday, October 21st from 8AM to 4PM. The donations received go to the “First Book Literacy Project” which provides books and digital resources to children in need and schools. Some materials about the initiative are included with the request to permit, along with a certificate of insurance.

While this is not the first year that Pizza Hut has collected donations at this intersection, it is the first year that donations go toward the First Book Literacy Project. Proceeds from previous fundraisers went towards the fight against world hunger.

COW Recommendation

Place the request to permit for Pizza Hut’s “First Literacy Project” donation drive on the Council’s October 3rd consent agenda.

Council Recommendation

Approve the request to permit as presented.

RECEIVED

REQUEST TO PERMIT

SEP 15 2016

CITY CLERK
LINCOLN, ILLINOIS

DATE: 9-15-16

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

Pizza Hut on 1120 Woodlawn Rd to

do a Road Block to collect donations
for First Book Literacy Project

and want to do it on Oct 16th, Oct 21st

on the corner of S. Mclean + Broadway
8:00^{am} - 5:00 pm

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: Jenny Mileham BEM Pizza Hut

Address: 1120 Woodlawn Rd
Lincoln

Phone: 217 553 6290 Cell: _____

Email: Store2626@NPCINTERNATIONAL.COM



CERTIFICATE OF LIABILITY INSURANCE

9/30/2016

DATE (MM/DD/YYYY)
9/29/2015

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Old Republic Insurance Company	24147
	INSURER B: Lexington Insurance Company	19437
	INSURER C: National Union Fire Ins Co Pitts. PA	19445
	INSURER D: Associated Indemnity Corporation	21865
	INSURER E:	
	INSURER F:	

COVERAGES NPCIN01 CERTIFICATE NUMBER: 1963412 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> LIQUOR LIAB. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	N	N	MWZY305381	9/30/2015	9/30/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	MXA80315290	9/30/2015	9/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	19086623	9/30/2015	9/30/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC30538200	9/30/2015	9/30/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROPERTY INCL TIME ELEMENT/PLATE GLASS, EQ & FLOOD	N	N	033313340	9/30/2015	9/30/2016	\$10,000,000-BLDG/CONTENTS INCL: REPLACEMENT COST GEN. PROP DED.: \$250,000:FLOOD&QUAKE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: ALL OWNED PROPERTIES OF NPC INTERNATIONAL, INC.

CERTIFICATE HOLDER**CANCELLATION**

1963412
 PROOF OF INSURANCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M. Agnello



THE
LITERARY
PROJECT

What is The Literacy Project?

The Literacy Project is Pizza Hut's largest Give Back platform! The resources we used to support the World Food Programme over the last several years will now focus solely on **literacy** and the need to enable and inspire people to develop a love of reading!

We want all people to have a chance to be their best, and through The Literacy Project, we can help get them there.



Why Literacy?

- Since 1984, Pizza Hut has fostered a love of reading across the country through the Pizza Hut BOOK IT! Program. Over its 30+ year history, the BOOK IT! Program has helped more than 65 million students to develop a love of reading. In fact, means, approximately 1 in 5 Americans are BOOK IT! kids.
- BOOK IT! is the first - and longest running - corporate reading program in the country, and it is the inspiration for The Literacy Project.
- As we expand up on our commitment to literacy and reading, BOOK IT! will remain a core expression of how The Literacy Project comes to life in our communities.

Meet Our National Partner



Award Winners



Arts & Crafts



School Supplies



Diverse Characters
and Stories



eBooks and Other
Digital Resources

First Book is a nonprofit organization that provides new books and educational resources to

- First Book supports literacy by providing books and digital resources to:
 - 3 million children in need
 - 275,000 schools & programs nationwide
- First Book has distributed more than 100 million books to children in need
- First Book provides educators and school leaders with new, high-quality digital resources for the kids they serve

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Clay T. Johnson, City Administrator 

MEETING

DATE: September 27, 2016

RE: Block Party Application – 145 10th Street

The City received an application to close the street for a block party from Don and Janice Sielaff of 145 10th Street. The application is to close the 10th street from Chestnut to Union from 4:30PM to 8:00PM on October 31st.

This is for the neighborhood's annual trick-or-treating block party. The request is for the same hours and street cross sections as the previous year.

COW Recommendation

Place the request for this block party on the Council's October 3rd consent agenda.

Council Recommendation

Approve the request as presented.

RECEIVED

SEP 21 2016

City Clerk 700 Broadway St.
217/735-2815 Lincoln, IL 62656



CITY OF
LINCOLN, ILLINOIS

CITY CLERK
LINCOLN, ILLINOIS

City of Lincoln
Block Party Application

Date Application Submitted: 9/21/16

Name of Block Party Sponsor: Don + Jan Siekloff Phone #: 217-732-3182 (H)
Name of Alternate Contact: _____ Phone#: 217-737-32100 C

Sponsor's Address: 145 1074 E-Mail: djas98@comcast.net
Alternate's Address: _____ E-Mail: _____

Date of Block Party: Oct. 31, 2016 Start Time: 4:30pm End Time: 8:00pm

Location of Block Party (Specify hundred block, street name from cross street, i.e. 400 Block of Elm from 9th Street to 10th Street)
TENTH ST FROM UNION ST TO CHESTNUT ST.

Do you plan to use a tent? Yes: _____ No: X
Do you plan to have a fire pit? Yes: _____ No: X

(Please note that all tents and fire pits must be inspected and approved by Fire Dept. personnel prior to the start of the block party. To schedule a tent or fire pit inspection, contact the Fire Dept. at 735-4020.)

Please Circle Yes or No

Do you request a visit from the Lincoln Fire Department? Yes _____ No (X)

Do you request a visit from the Lincoln Police Department? Yes _____ No (X)

Applicant does hereby promise and agree to indemnify and save harmless the City of Lincoln from any and all claims, demands, causes of action or judgments made by any person and arising in any manner from the granting of Block Party Agreement. The applicant agrees to be responsible for accepting delivery of barricades to their home, for the placement of the barricades upon the City right-of-way and for the return of barricades to their property for City pickup. Any questions in regard to barricades, contact the Street Dept. at 732-4655.

Name (Print): Don Siekloff

Signature: [Handwritten Signature]

Note: The Police and or Fire Departments reserve the authority to terminate the event if complaints are received, City ordinances are violated, or if public safety or peace is compromised.

FOR OFFICIAL USE ONLY

Date Received: _____ Application is: Approved: _____ Denied: _____

ORDINANCE NO. 652

5-3-4: BURNING IN CITY:

1. (A) The area within the city which is bounded as follows hereby is declared to be the business district of the city:

Beginning at the intersection of the Southwest Line of Keokuk Street with the Southeast right-of-way line of the Gulf, Mobile & Ohio Railroad; thence Southwesterly along said right-of-way line to the Southwest Line of Pekin Street, thence Northwesterly along said Southwest Line of Pekin Street to the alley between Kankakee Street and Logan Street; thence Southwesterly along the Southeast Line of said alley to Clinton Street, thence Southeasterly along the Southwest Line of Clinton Street to Logan Street; thence Southwesterly along the Southeast Line of Logan Street to Decatur Street; thence Southeasterly along the Southwest Line of Decatur Street to Hamilton Street; thence Northeasterly along the Southeast Line of Hamilton Street to Clinton Street, thence Southeasterly along the Southwest Line of Clinton Street to Sherman Street; thence Northeasterly along the Southeast Line of Sherman Street to Pekin Street; thence Northwesterly along the Northeast Line of Pekin Street to Kickapoo Street; thence Northeasterly along the Southeast Line of Kickapoo Street to Delavan Street, thence Northeasterly along the Northeast Line of Delavan Street to the alley between Chicago Street and Kickapoo Street; thence Northeasterly along the Southeast Line of the last-mentioned alley to Tremont Street; thence Northwesterly along the Northeast Line of Tremont Street to Chicago Street, thence Northeasterly along the Southeast Line of Chicago Street to Keokuk Street; and thence Northwesterly along the Southwest Line of Keokuk Street to the point of beginning.

(B) No person shall kindle or maintain any open fire anywhere within the boundaries of the business district described in subsection (A) of this section, and no person shall permit or suffer the kindling or maintenance of any open fire upon any premises located within the district which may be owned or controlled by him.

(C) No person shall construct, maintain or employ, or shall permit or suffer the construction, maintenance or employment of any incinerator or other device for the destruction by fire of wastepaper, garbage or other refuse anywhere within the boundaries of the business district described in subsection (A) of this section, unless the incinerator or other device be constructed wholly of fireproof material and be housed completely, save for its smoke outlet, within a building situated within the district. It shall be the duty of the owner and tenant of any premises located within the business district whereon any type of burner or incinerator other than the type prescribed in this subsection is situated, to destroy, remove or block up such type of burner or incinerator.

(D) Any violation of subsections (B) and (C) of this section shall be punishable by a fine of not less than twenty five dollars (\$25.00) nor more than one hundred dollars (\$100.00).

(E) No person shall set fire to any items, whether it be leaves, rubbish or other combustible material within the city limits unless that burning is as follows:



LINCOLN FIRE DEPARTMENT

Fire ~ Rescue ~ Life Safety

700 Broadway - Lincoln, IL 62656

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

www.cityoflincoln-il.gov



Tent Structure Requirements

BOCA National Fire Prevention Code 1996, Chapter 20, Section F-2001.0

Tents covering over 900 square feet including all areas with a common means of egress or with an occupant load of 50 people or more, shall be inspected and approved by Lincoln Fire Department Inspection Department.

A Site plan must be submitted with application with occupant loads of 100 or more occupants:

- 1. Must indicate egress facility minimum two exits marked**
- 2. Must indicate seating capacity**
- 3. Must indicate arrangement of seating**
- 4. Must indicate location of heating and electrical equipment**

Tent Owner shall have documentation of Inspection and maintenance records.

All anchors shall be inspected and follow other city requirements.

Combustible materials such as hay, straw, shavings or similar materials shall not be located within any tent used as assembly occupancy. Combustible materials and vegetation shall be kept 20' from the structure, and combustible trash shall be removed at the end of the day/night.

Exposed flames from cooking appliances shall be kept 20' from tent.

Clearance of 3' from all contents inside the tent shall be maintained from the tent fabric.

Fire extinguishers are required 1 4-A rated or two 2-A shall be provided.

Respectfully,

Fire Chief Lincoln Fire Department

WEST LINCOLN-BROADWELL ELEMENTARY SCHOOL DISTRICT #92
MR. BAILEY J. CLIMER, SUPERINTENDENT
MRS. HEATHER BAKER, PRINCIPAL
2695 WOODLAWN ROAD
LINCOLN, IL 62656
PHONE: (217) 732-2630 FAX: (217) 732-3623
E-MAIL: bclimer@wlb.k12.il.us
hbaker@wlb.k12.il.us

PROCLAMATION

WHEREAS, Patricia Polacco, has a distinguished record as an international advocate for the rights of children. She has also established literary and art courses of study for young people both nationally and internationally. She has traveled extensively to Russia and has established an art camp in Losovough which thrives today (<http://www.patriciapolacco.com/>); and

WHEREAS, she is a member of the National First Amendment Rights Coalition and has fought tirelessly for this cause. She is also known as a champion of classroom teachers in our country, a cause sharpened by her association with Sandy Hook School in Newtown, Connecticut as a guest author and artist in residence (<http://www.patriciapolacco.com/>); and

WHEREAS, to date she has written and illustrated over 115 books for children,. She is also a playwright and is in the process of penning for adults. She is a much sought after lecturer and keynote speaker and is considered one of the most inspiring speakers of our time (<http://www.patriciapolacco.com/>).

NOW, THEREFORE, I Marty Neitzel, Mayor of the City of Lincoln, Illinois, do hereby declare October 7th as:

Patricia Polacco Day

in the City of Lincoln and encourage all citizens to express their gratitude to Ms. Polacco for advocating for the youth and educators of this world.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Lincoln to be affixed this _____.

Marty Neitzel, Mayor

MEMORANDUM

TO: Mayor Martha Neitzel and Members of the City Council

FROM: John R. Lebegue, Building and Safety Official

DATE: September 6, 2016, 2016

RE: Draft ordinance for proposed amendments to City Code pertaining to the prohibition of the parking of certain vehicles on City property.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

This matter was recently discussed by the City Council at the July 26, 2016 Committee of the Whole meeting, where staff presented information as to all relevant City Code sections that pertained to the matter of trailer parking so that all language could be discussed and evaluated. Staff further presented alternatives for those properties that do not have rear yard access to a public alley or are able to gain access to the rear yard of the property from the front of the property.

ANALYSIS AND DISCUSSION

Following are all the City Code sections that will be amended by the proposed ordinance, with the new language underlined and bolded. :

Section 9-5-10: Parking to Obstruct Prohibited:

(B) Further, the following are declared obstructions to traffic:

1. The parking of a motor vehicle, ~~camper, trailer, boat or other personal property (hereinafter called "vehicle")~~ upon any of the streets of the city for longer than seventy two (72) hours consecutively without moving the vehicle, shall constitute an obstruction of the street. The parking of a trailer, camper, recreational vehicle, boat or other personal property upon any of the streets, alleys and rights-of-ways of the city for a longer period than is necessary for the reasonably expeditious loading or unloading of such vehicles is prohibited and shall constitute an obstruction of the street.

Section 11-2-1, Definitions

YARD, FRONT: An open, unoccupied space on the same lot with the main building situated between the front lot line and the required building setback line, extending the full width of the lot. In residence districts, the required front yard and the space situated between the minimum front setback line and the front line of the building extended the full width of the lot shall not be used for the parking or storage of trailers, boats or other personal property, except for those residential properties that do not have the ability to access the rear yard from a public alley or from the front of the property, the parking of trailers, boats, personal water craft and recreational vehicles would be allowed to be parked and stored in the required front yard in front of the front line of the home and excluding therefrom vehicles used to transport persons for their day to day activities which must be parked on an all weather surfaced driveway-accessway to the required parking space(s). Required parking space(s) shall be located behind the minimum front setback line and the front line of the building. If the requirement for an all weather surfaced driveway-accessway leading to the required parking space(s) has been met, an additional width of driveway-accessway up to twelve feet (12') may be constructed. However, the total driveway width shall not exceed twenty four feet (24') at the property or right of way line. A semicircular driveway shall be permitted in the front yard of a lot, provided that the minimum width of the lot shall be seventy feet (70') and the minimum setback from the front lot line to the inside of the driveway curb line at its farthest point from the front lot line is a minimum of twenty five feet (25').

11-4-2, Uses Permitted, All Residence Districts

Other customary accessory uses and buildings, provided such uses are incidental to the principal use and do not include any activity commonly conducted as a business. Accessory buildings shall not be constructed before the principal building. Accessory buildings may be located on the same lot with the principal building; provided, not nearer than three feet (3') to any wall thereof; and provided, not violating the location limitations of Chapter 7 of this title. No part of any accessory building may be used for residence purposes, except that domestic employees of the owner, lessee or occupants of the principal building, and the family of the employee may have quarters in such accessory building. No accessory building shall exceed eighteen feet (18') in height. No required front yard shall be used for the open air parking or storage of motor vehicles, trailers, boats or other personal property, except for those residential properties that do not have the ability to access the rear yard from a public alley or from the front of the property, the parking of trailers, boats, personal water craft and recreational vehicles would be allowed to be parked and stored in the required front yard in front of the front line of the home. On those residential properties where the parking and storage of trailers is permitted in the required front yard area, open trailers shall not be loaded with vehicles, trash and debris or other materials, so as to not be a visual nuisance for neighboring property owners. Given the seasonal nature of the use of boats and recreational vehicles, the parking and storage of those items in the required front yard of a residential property shall only be permitted from April 1st to October 31st and thereafter must be stored within a structure or

removed from the property from November 1st to March 31st. This time limit would only apply to those properties that cannot access the rear yard from a public alley or from the front of the property.

FISCAL IMPACT

None

COW RECOMMENDATION

Given that the proposed ordinance pertains to amendments of the Zoning Code, the City Council must conduct a Public Hearing on the proposed amendments. If the ordinance is deemed satisfactory, this ordinance can be placed on the City Council's October 3, 2016 agenda and a Public Hearing can be held at that time.

COUNCIL RECOMMENDATION

If the City Council agrees with the amendments detailed in the ordinance, approve the ordinance as presented after the conduction of the Public Hearing.

ORDINANCE NO. _____

ORDINANCE AMENDING THE PARKING REGULATIONS FOR
MOTOR VEHICLES, TRAILERS, CAMPERS, RECREATIONAL
VEHICLES, BOATS, AND OTHER PERSONAL PROPERTY WITHIN
THE CITY LIMITS OF THE CITY OF LINCOLN

WHEREAS, the City of Lincoln is a municipal corporation situated in Logan County, Illinois; and,

WHEREAS, the City of Lincoln has certain Ordinances pertaining to the regulation of motor vehicles, trailers, campers, recreational vehicles, and boats found in Title 9 and Title 11 of the City Code of the City of Lincoln; and,

WHEREAS, the City Council believes it is in the best interest of the citizens of Lincoln, Logan County, Illinois, that Title 9 and Title 11 of the City Code of the City of Lincoln pertaining to the provisions for parking motor vehicles, trailers, campers, recreational vehicles, and boats within the City Limits of the City of Lincoln be amended.

NOW, THEREFORE, the City Council of the City of Lincoln, Logan County, Illinois, does hereby amend the City Code in the following regards:

1. That Title 9, Chapter 5, Section 10 (B) is hereby deleted and the following is inserted in place thereof:

"Section 9-5-10: Parking to Obstruct Prohibited:

(B) Further, the following are declared obstructions to traffic:

1. The parking of a motor vehicle upon any of the streets of the city for longer than seventy-two (72) hours consecutively without moving the vehicle, shall constitute an obstruction of the street. The parking of a trailer, camper, recreational vehicle, boat or other personal property upon any of the streets, alleys and rights-of-ways of the city for a longer period than is necessary for the reasonably expeditious loading or unloading of such vehicles is prohibited and shall constitute an obstruction of the street."

2. That the definition of "YARD, FRONT" contained in Title 11, Chapter 2, Section 1, entitled "Definitions" is hereby deleted and the following is inserted in place thereof:

"Section 11-2-1, Definitions:

YARD, FRONT: An open, unoccupied space on the same lot with the main building situated between the front lot line and the required building setback line, extending the full width of the lot. In residence districts, the required front yard and the space situated between the minimum front setback line and the front line of the building extended the full width of the lot shall not be used for the parking or storage of trailers, boats or other personal property, except for those residential properties that do not have the ability to access the rear yard from a public alley or from the front of the property, the parking of trailers, boats, personal water craft and recreational vehicles would be allowed to be parked and stored in the required front yard in front of the front line of the home and excluding therefrom vehicles used to transport persons for their day to day activities which must be parked on an all-weather surfaced driveway-accessway to the required parking space(s). Required parking space(s) shall be located behind the minimum front setback line and the front line of the building. If the requirement for an all-weather surfaced driveway-accessway leading to the required parking space(s) has been met, an additional width of driveway-accessway up to twelve feet (12') may be constructed. However, the total

driveway width shall not exceed twenty-four feet (24') at the property or right of way line. A semicircular driveway shall be permitted in the front yard of a lot, provided that the minimum width of the lot shall be seventy feet (70') and the minimum setback from the front lot line to the inside of the driveway curb line at its farthest point from the front lot line is a minimum of twenty-five feet (25')."

3. That the second to last paragraph of Title 11, Chapter 4, Section 2, entitled "Uses Permitted, All Residence Districts" and beginning with "Other customary accessory uses and buildings..." is hereby deleted and the following is inserted in place thereof:

"Other customary accessory uses and buildings, provided such uses are incidental to the principal use and do not include any activity commonly conducted as a business. Accessory buildings shall not be constructed before the principal building. Accessory buildings may be located on the same lot with the principal building; provided, not nearer than three feet (3') to any wall thereof; and provided, not violating the location limitations of Chapter 7 of this title. No part of any accessory building may be used for residence purposes, except that domestic employees of the owner, lessee or occupants of the principal building, and the family of the employee may have quarters in such accessory building. No accessory building shall exceed eighteen feet (18') in height. No required front yard shall be used for the open air parking or storage of motor vehicles, trailers, boats or other personal property, except for those residential properties that do not have the ability to access the rear yard from a public alley or from the front of the property, the parking of trailers, boats, personal water craft and recreational vehicles would be allowed to be parked and stored in the required front yard in front of the front line of the home. On those residential properties where the parking and storage of trailers is permitted in the required front yard area, open

trailers shall not be loaded with vehicles, trash and debris or other materials, so as to not be a visual nuisance for neighboring property owners. Given the seasonal nature of the use of boats and recreational vehicles, the parking and storage of those items in the required front yard of a residential property shall only be permitted from April 1st to October 31st and thereafter must be stored within a structure or removed from the property from November 1st to March 31st. This time limit would only apply to those properties that cannot access the rear yard from a public alley or from the front of the property."

4. That should any clause, sentence, or paragraph of the above-noted Ordinance be declared invalid by any Court of competent jurisdiction, such invalidity shall not affect any other portion of said Ordinance.

5. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law for the period of one year.

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

Alderman Parrott	_____	Alderman Hoefle	_____
Alderwoman Tibbs	_____	Alderwoman Bauer	_____
Alderman Hoinacki	_____	Alderman Mourning	_____
Alderwoman Horn	_____	Alderman Welch	_____

Ayes: _____

Nays: _____

Absent: _____

Abstentions: _____

Passed and approved this _____ day of _____, 2016.

CITY OF LINCOLN

BY: _____
Martha A. Neitzel, Mayor
City of Lincoln, Logan
County, Illinois

ATTEST: _____ (SEAL)
City Clerk, City of Lincoln,
Logan County, Illinois

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln
FROM: Clay T. Johnson, City Administrator *G*
MEETING
DATE: September 27, 2016
RE: Police Station Design Contract – FGM Architects

Background

The City has been working with FGM Architects (FGM) for approximately two years on feasibility studies for a new police and/or fire station. FGM was selected after a Request for Proposal process and interviews with three finalist firms due to their expertise and client service record. Once on board, FGM conducted a needs analysis of each department's operation which helped to determine the amount of space necessary for conducting those activities. From there, FGM in coordination with aldermen and city staff, began looking for future sites for separate police and fire stations or a consolidated public safety building.

The purchase of Jefferson School from Lincoln District 27 focused the City's efforts on the renovation of a building to house the police department. Prior to the closing of the sale of Jefferson School on September 1, FGM (at the direction of the Council) conducted a site test fit analysis and drafted a potential site layout utilizing the school building and grounds. Brian Wright then met with the original members charged with the new facilities for police and fire and presented a potential site plan and budget to renovate the building. After reviewing the work, the group was overwhelmingly in favor of moving forward with a design. On Tuesday evening, Brian Wright will offer that presentation to the Council and offer an agreement with a provided scope of work for the design of the building. A draft copy of the contract with FGM for the design services is included in your materials.

Analysis/Discussion

Mr. Wright's presentation will address much of the history regarding the need for a new station and how Jefferson School can satisfy the operations of the department. There are still some outstanding legal items that need to be addressed within the contract, but these are minor in nature and can be resolved prior to your consideration on October 3rd.

Fiscal Impact

When formulating the FY 2016-2017 Capital Project Fund budget, there were not specific dollars budgeted for the design work associated with the police station. Design and engineering dollars that are budgeted were more associated with projects such as the State Street Bridge and future streetscape work. However, because of the deferral of the Pekin Street/Library Parking Lot project, the budget does have capacity to pay for the design of this station. Per the agreement, FGM's fees are based upon 9% of a \$2,000,000 construction project, totaling \$180,000. The scope of their work includes design, construction document preparation, bidding, and construction observation. Their scope does not include civil engineering (can be negotiated) or furniture design (\$20,000). If the Council wishes to add these items on to the contract, they would increase the contract total.

Reformatting the budget due to the deferral of the Pekin Street/Library Parking Lot project offers opportunities to address other issues, including creating contingency monies for current projects (State Street Bridge and Street Facility). We could also increase the amount of dollars dedicated to improve the Council Chambers for improved technology.

One of the largest changes in the proposed revisions in the Capital Project Fund pertains to the City's Landscape Waste Facility. Due to years upon years of inadequate management, the stockpile of waste is greater than our staff and crews are capable of handling. Mr. Landers has researched what costs may be to chip the entire pile of landscape waste and make it more manageable for City workers. This work would also improve/clean up the grounds and allow staff to organize the area better for the future. Estimates for this work are approximated at \$125,000. Should the Council wish to proceed, Mr. Landers would begin to bid out this work in an effort to get more competitive prices than our estimate.

We are awaiting a cost for the street pavement study from Farnsworth. The final amount is unknown but increasing that line will give the Council more options as to what street features should be assessed.

The budgeted included is an option for how the Capital Project Fund budget this year can be revised to accommodate the design contract proposed by FGM. The revised budget included in your materials does not add extra dollars to the fund, it simply reallocates dollars within the fund to different line items. Discussion on this will help provide direction to staff on how to move forward.

COW Recommendation

Place the contract with FGM Architects for the Police Station design work on the Council's October 3rd agenda. Staff will have final contract language completed prior to that meeting. Provide direction to staff on Capital Project Fund budget as revised.

Council Recommendation

Authorize the Mayor to execute a contract with FGM Architects in an amount not to exceed \$180,000 for the design of the Lincoln Police Station at Jefferson School. Should the Council choose to add other services the amount not-to-exceed should be amended.

CAPITAL PROJECTS FUND (REVISED 09-27-16)

REVENUES

16/17

Beginning Fund Balance

60	00	09	9951 Interfund Xfr from GF - NHR Sales Tx	841,096
			Receipted NHR Sales Tax	760,000
60	00	09	9952 Interfund Xfr from GF - Utility Tax	315,000
			Interfund Xfr from GF	200,000
			Interfund Transfer - Sewer	200,000
			Interfund Transfer - Library	5,875
			 Pekin Street Closure Incentive	450,000
			Municipal Aggregation Fee	50,000
			 State Reimbursements Depot	3,748,640
			Lincoln Public Library Reimbursement	35,000
			 Total Revenues	<u>6,605,611</u>

EXPENDITURES

60	00	09	9001 Sales Tax Rebates	25,000
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BUILDINGS & GROUNDS

CITY HALL

60	14	00	7810 Council Chambers	50,000	For all upgrades; \$20k greater
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60	14	00	7815 PUBLIC SAFETY BUILDING	
60	02	00	Land Acquisition	75,000

HIGH SPEED RAIL

60			Depot/Waiting Station	3,848,640	\$.100k for City Match
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STREETS & ALLEYS

60	36	00	7820 Sealcoating	
60	36	00	7822 Brick Streets	
60	36	00	7823 Library Parking lot	
60	36	00	7826 Downtown Streetscape	450,000
60	36	00	7827 Microsurfacing	600,000

BUILDINGS

60	14	00	7816 New Street Garage	375,000	\$50k Contingency
60	36	00	Dump Clean Up	125,000	Not included in Original

BRIDGES

City of Lincoln

FY 16-17 BUDGET

60 36 00 7840 State Street Bridge 340,000 \$45k Contingency Created

MISC STREET DEPT PROJECTS

60 36 00 Sidewalk improvements 50,000
60 36 00 Pavement Study 45,000

SEWER PROJECTS

60 50 00 Sliplining 200,000

ADMINISTRATION

60 02 00 7850 Design/Engineering 395,000 Includes Police Department Design of \$180,000

TOTAL 6,588,640
Ending Fund Balance 16,971

DRAFT AIA® Document B101™ - 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the seventh day of September in the year two thousand sixteen.
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Lincoln
700 Broadway Street
Lincoln IL 62656

and the Architect:
(Name, , address and other information).

RGM Architects Inc.
475 Regency Park, Suite 200
O. Fallon IL 62269
Telephone Number: 618 624 3363
Fax Number: 618 624 3369

for the following Project:
(Name, location and detailed description)

Conversion of Jefferson Elementary School located at 710 5th Street, Lincoln, IL 62656
into the new Lincoln Police Station
RGM Project No. 16-22430

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

BY

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and Exhibit A (Study Findings), Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Construction, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Architectural Services for a conversion of Jefferson Elementary School into the new Lincoln Police Station, with an anticipated Cost of Construction of \$2,000,000.00.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

May 1, 2017

- .2 Substantial Completion date:

February 1, 2018

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

1.4 The Architect shall retain the following consultants under the Basic Services, limited to:

- .1 Structural Engineering

- .2 Mechanical, Electrical, Plumbing Engineering
- .3 Landscape Architecture
- .4 Interior Design

1.5 Additional Services are listed in Article 4.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost. The City of Lincoln is to be listed as an additional insured on a primary noncontributory basis.

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

~~One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property.~~

.2 Automobile Liability

~~One Million Dollars (\$1,000,000) combined single limit and aggregate for bodily injury and property damage covering non-owned and rented vehicles operated by the Architect.~~

.3 Workers' Compensation

~~Statutory Limits for Worker's Compensation, Employer's Liability Coverage of Five Hundred Thousand Dollars (\$500,000) each accident, disease, death.~~

.4 Professional Liability

~~Two Million Dollars (\$2,000,000) per claim and Three Million Dollars (\$3,000,000) in the aggregate.~~

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings reasonably requested by the Owner, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information

furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner only if the Architect becomes aware of any error, omission or inconsistency in such services or information; however, the Architect assumes no duty to discover such errors, omissions or inconsistencies.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and a reasonable time for approval of submissions by authorities having jurisdiction over the Project. The Owner shall render decisions in a timely manner so as to not adversely affect the schedule or cause the schedule to be exceeded. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive, design change, or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall use professional care to respond to applicable written publicly available design requirements imposed by such governmental authorities having jurisdiction over the design of the Project. The Architect shall not be responsible for additional costs incurred because of a reasonable difference of opinion or interpretation of applicable code requirements with that of such governmental authorities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 If the Architect's services involve making changes to an existing facility, the Owner shall furnish documentation, drawings and information on the existing facility upon which the Architect may rely for accuracy and completeness. Unless specifically authorized or confirmed in writing by the Owner, the Architect shall not be required to perform or to cause to be performed any destructive testing or investigation of concealed or unknown conditions. In the event the documentations, drawings or information furnished by the owner is inaccurate or incomplete, all resulting costs and expenses, including the cost of Additional Services of the Architect, shall be borne by the owner. To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Architect and its consultants from and against all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, arising out of or resulting from the drawings, documentation and information furnished by the Owner.

§ 3.1.8 If the Project involves remodeling and/or rehabilitation of an existing structure, certain assumptions regarding existing conditions are required to be made. Since some of these assumptions may not be verifiable within Owner's budget or without destroying otherwise adequate or serviceable portions of the Project, the Owner agrees that, except for specific tasks identified for the Architect to perform under the Agreement, the Owner shall reimburse the Architect as an Additional Service for changes, modifications, additions or alterations to the Construction Documents which may arise or result from unforeseen or concealed conditions. The Owner shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Architect and its consultants from and against all claims, damages, liabilities, losses, costs, damages and expenses, including attorney's fees, arising from unforeseen or concealed conditions.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare solely for use by the Owner a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Construction, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to gain a general understanding of the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components. Architect shall include one (1) basic computer generated rendering of the exterior.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Construction. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Construction.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Construction prepared in accordance with and subject to Article 6.2 and 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Upon receipt of Owner's approval of the Schematic Design Documents, the Architect shall commence the Design Development Phase.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Construction, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural/mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Construction.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Construction, and request the Owner's approval. Upon receipt of Owner's approval of the Design Development Documents, the Architect shall commence the Construction Documents Phase.

§ 3.3.4 The Architect shall provide one (1) exterior design concept to the Owner for approval as part of Basic Services. Any additional design concepts shall be charged as an Additional Service in accordance with Article 4.3.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Construction, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the

construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall use professional care to incorporate into the Construction Documents the written publicly available design requirements of governmental authorities having jurisdiction over the design of the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Construction.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Construction, take any action required under Section 6.5, and request the Owner's approval. Upon receipt of Owner's approval of the Construction Documents, the Architect shall commence the Bidding/Negotiation Phase.

§ 3.4.6 The Owner and Architect acknowledge that, given the nature of the design and construction process, certain inconsistencies, conflicts, error and/or omissions may exist in the Construction Documents prepared by the Architect. It is further acknowledged and agreed that as long as the number and type of such inconsistencies, conflicts, errors and/or omissions are reasonable and consistent with reasonable skill and care, such inconsistencies, conflicts, errors and/or omissions shall not constitute a material breach of this Agreement or a deviation from the applicable standard of care set forth herein. Notwithstanding the foregoing, the Architect and its consultants shall modify or correct any errors or omissions in the Construction Documents at no additional cost to Owner.

§ 3.4.7 If, as a result of Architect's failure to comply with the standard of care set forth in this Agreement, an error in the Construction Documents results in additional construction costs to the Owner, the Architect shall be responsible for compensating the Owner for additional construction costs for which the Architect is legally responsible in accordance with applicable law.

§ 3.4.8 If, as a result of the Architect's failure to comply with the standard of care set forth in this Agreement, an omission in the Construction Documents results in additional construction costs to the Owner, the Architect shall be responsible for compensating the Owner only for the additional costs related to adding the omitted item or element over and above that which the Owner would have paid had the omitted item or element been included in the original Construction Documents.

§ 3.4.9 All costs associated with the Architect's negligent errors or omissions which constitute "betterment" or "value added" to the Owner shall be borne by the Owner to the extent of such betterment or value added.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for electronic distribution to prospective bidders;
- .2 distributing the Bidding Documents electronically to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

- .3 organizing and conducting a pre-bid conference for prospective bidders; and
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider written requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider written requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction to the extent required by this Agreement. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement in writing to include such modifications. The terms and conditions of this Agreement shall govern and control the Architect's services on the Project.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for jobsite safety, including, but not limited to, safety precautions and programs in connection with the Work or compliance with any safety laws, standards, rules, regulations or guidelines governing the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.4 The Architect shall not be responsible for any aspect of design, procurement, erection, construction, monitoring, observation or use of any scaffolds, hoists, cranes, ladders, bracing or supports of any type on the Project, whether temporary or permanent, nor shall the Architect have responsibility for construction barricades, barriers, safety cones, tape, warnings, signage, canopies or other similar devices of any kind, whether for vehicular or pedestrian traffic or otherwise on or around the Project site. No provision of this Agreement shall be interpreted to confer upon the Architect any duty owed under common law, statute or regulation to construction workers or any other persons regarding safety or the prevention of accidents at the Project.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site as required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract

Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to recommend to the Owner that the Owner reject Work that does not conform to the Contract Documents. Subject to Owner's written approval whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work, and the Architect shall not be responsible for defects or deficiencies of the Contractor, Subcontractors, or suppliers resulting from their failure to complete Work in accordance with the Contract Documents.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents. In no event shall the Architect be liable for decisions made in such capacity if made in good faith.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief the Work has progressed to the point indicated and that the quality of the Work is in general accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule when issued by the Contractor and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with

reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 The Architect shall review or take other appropriate action only upon the Contractor's submittals such as Shop Drawings, Product Data and Samples that are required by the Contract Documents, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of specific details, equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Regardless of the review, notations or mark-ups of the Architect on any submittal, shop drawing or product data, neither the Architect nor its consultants shall be responsible for any aspect of the submittal, shop drawing or product data which does not comply with the requirements of the Contract Documents, responsibility for which rests solely with the Contractor.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect or its consultants shall specify the appropriate performance and design criteria that such services must satisfy. Subject to the terms of Article 3.6.4.2, the Architect or its consultants shall retain Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect for informational purposes only. The Architect and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals and shall have no responsibility for any errors or omissions in the services or documentation provided by the Contractor's design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work under Article 3.6.5.1.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work observed by the Architect complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check overall conformance of the Work observed with the requirements of the Contract Documents and to verify the accuracy and completeness of the punch list submitted to the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon written request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner, to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
---------------------	--	--

Civil Engineering Services.
Furniture Design Services.

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

~~Civil Engineering Services, Negotiated Sum
Furniture Design Services, \$20,000.~~

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Construction, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

- .7 Preparation for, and attendance at, more than 2 public presentations, meetings or hearings other than Owner's board meetings;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Documentation, data collection, preparation for and attendance at meetings and similar services necessitated by the inclusion of a provision for liquidated damages in the Contract Documents;
- .13 Services related to storm water management; or
- .14 Services related to permitting in excess of forty (40) hours.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services beyond the services performed:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ~~Two~~ (~~2~~) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 ~~One per week~~ (~~1/wk~~) visits to the site by the Architect over the duration of the Project during construction.
- .3 ~~Two~~ (~~2~~) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~Two~~ (~~2~~) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within ~~Twenty Four~~ (~~24~~) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 business days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Construction as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs, including design changes necessitated by unforeseen conditions or concealed conditions, or a reasonable number of conflicts, errors or inconsistencies in the Contract Documents

within the standard of care set forth herein. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Construction, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures, ~~designated wetlands;~~ adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.13 The Owner shall contract separately for the consulting services in this Article 5. Unless otherwise indicated herein, the services to be provided by Owner's consultants shall be performed by licensed professionals who shall affix their seals on the appropriate documents prepared by them. The Owner shall require its consultants to coordinate their drawings and other instruments of service with those of the Architect and to advise the Architect of any potential conflicts. The Architect shall have no responsibility for the components of the Project designed by Owner's consultants or for the adequacy of their drawings or other documentation. Review by the Architect of the work product of Owner's consultants is solely for consistency with the Architect's design concept of the Project. The Architect shall be entitled to rely on the technical sufficiency and timely delivery of documents and services

furnished by those consultants in connection with such work product and shall not be required to review or verify calculations, designs or other documentation for compliance with applicable codes, laws, ordinances, rules and regulations nor shall Architect be responsible to discover errors or omissions in such documents or services. To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Architect and its consultants from and against all claims, liabilities, damages, losses and expenses, including attorney's fees, arising out of services performed by Owner's consultants including if or when Owner contends the Architect or its consultants should have discovered errors or omissions in the services of Owner's consultant.

§ 5.14 If the Owner deviates from or authorizes deviations, recorded or unrecorded, from the Contract Documents without the written agreement of the Architect, the Owner shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the Architect and its consultants from and against all claims, liabilities, damages, losses and expenses, including attorney's fees, arising out of or resulting from such deviations.

§ 5.15 The Owner shall include in all contracts for construction Articles 3.5 and 3.18 of the AIA A-201 General Conditions of the Contract for Construction, 2007 Edition.

§ 5.16 The Owner shall include in all contracts for construction the requirement that the contractor(s) name the Owner and Architect as additional insureds on all liability insurance policies required of the contractors for the Project. Such insurance shall be required to be primary and non-contributory over any insurance carried by the owner or Architect. Architect shall include the City as an additional insured.

ARTICLE 6 COST OF THE CONSTRUCTION

§ 6.1 For purposes of this Agreement, the Cost of the Construction shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Construction does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner. Cost of the Construction shall include an Owner's contingency in the amount of three (3%) percent of the Owner's budget for construction to cover ambiguities, inconsistencies, incompleteness, errors, or omissions in the Instruments of Service as defined in Article 7 herein furnished by the Architect. The Architect shall not be liable for errors or omissions unless such errors or omissions both exceed the contingency and constitute a breach of the standard of care set forth herein.

§ 6.2 The Owner's budget for the Cost of the Construction is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Construction, the preliminary estimate of the Cost of the Construction and updated estimates of the Cost of the Construction prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Construction or from any estimate of the Cost of the Construction or evaluation prepared or agreed to by the Architect, and the Architect shall have no responsibility for such variance nor shall the Architect be responsible if the bids or Cost of the Construction exceeds the estimate or Owner's budget.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Construction to meet the Owner's budget for the Cost of the Construction. The Architect's estimate of the Cost of the Construction shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Construction shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Construction exceeds the Owner's budget for the Cost of the Construction, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Construction, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Construction at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Construction;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Construction; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall, as an Additional Service, modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Construction at the conclusion of the Construction Documents Phase Services, or the increased budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, and maintaining, the Project or for informational purposes only in connection with any alteration or addition to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4 or if the Architect is terminated without cause as provided in Article 9.5, the license granted in this Section 7.3 shall terminate. Architect shall provide Owner with full PDFs of the design-bid documents.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service or obtaining the Architect's written consent, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to defend, indemnify and hold harmless the Architect and its consultants from and against all claims, liabilities, damages, losses, costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 The following provisions apply to any Instruments of Service provided in electronic format:

§ 7.5.1 The official Instruments of Service are the signed and sealed Drawings and Specification issued in paper format for use in connection with the Project.

§ 7.5.2 The Architect may, in its sole discretion, provide for use to Owner from time to time upon request by Owner for its convenience, the Architect's Building Information Model and/or CAD or other electronic files. The design documents, calculations, drawings, details, backgrounds and other information prepared by the Architect in electronic format, whether incorporated in the BIM Model or in CAD format (hereinafter collectively referred to as "Electronic Instruments of Service") are instruments of the professional architectural service intended for use only in connection with the construction of this Project. The Electronic Instruments of Service are and shall remain the property of the Architect.

§ 7.5.3 The Electronic Instruments of Service are provided for the sole purpose of communicating the state of the design to date, and Owner acknowledges that such Electronic Instruments of Service may not be final or complete. Owner acknowledges that use by Owner or its contractors of the Electronic Instruments of Service is at the user's sole risk and responsibility. Under no circumstances shall such electronic files be used on other projects, for additions to the Project or completion of this Project by another design professional without the written consent of the Architect. Any such use or reuse by the Owner or others without the written consent of the Architect for the specific purpose intended shall be at the Owner's sole risk and without liability to the Architect. The Owner shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Architect and its consultants from all claims, liabilities, damages, losses and expenses, including attorney's fees, arising out of or resulting from Owner's use or reuse of electronic files or in violation of any terms of this Article. Any such consent or adaptation for use shall entitle the Architect to further compensation at rates to be mutually agreed upon by the Owner and Architect.

§ 7.5.4 Because of the possibility that data stored on electronic media or delivered in machine readable format may be subject to alteration, deterioration, incompatibility, translation and readability issues, whether inadvertently or otherwise, the Owner agrees that the Architect shall not be responsible or liability in connection with the completeness, accuracy or correctness of the Electronic Instruments of Service, information and data and use by the Owner is at its sole risk and responsibility. The Architect reserves the right to retain hard copy originals of all Project documentation delivered to the Owner in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the hard copy originals and the electronic information. No software shall be transferred to the Owner. The Owner's right to use electronic files or to use the Instruments of Services prepared by the Architect is conditional upon the Owner in full compliance with its obligations under this Agreement.

§ 7.5.5 The Owner acknowledges and understands that the use and automated conversion of information and data in the Electronic Instruments of Service provided by the Architect to a derivative work, model, or alternate system, format or version by the Owner may not be accomplished without the introduction of inexactitudes, anomalies, or errors. In the event the Electronic Instruments of Service provided are so used or converted, the Owner agrees to assume all risks associated therewith and releases the Architect from such responsibility, and to the fullest extent permitted by law, the Owner shall defend, indemnify, and hold harmless the Architect and its consultants from and against all claims, liabilities, losses, damages and expenses, including, but not limited to, attorney's fees, arising in connection therewith.

§ 7.5.6 The electronic data files are intended to work only as described in the Agreement. These files are compatible only on AutoCAD 2012 or Revit Architecture 2012 or later releases. The Owner shall verify drawing release number and file format with the Architect at the time the files are transmitted. The Architect makes no warranty as to the compatibility of the electronic files.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in

any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein. The Owner shall name or require that its contractors name the Architect as an additional insured under any Builders Risk or property insurance policy maintained on the project.

§ 8.1.3 The Architect and Owner waive consequential damages, including, without limitation, ~~lost profits, lost revenues, delay damages, loss of market, financing charges, interest and overhead, for claims, disputes or other matters in question arising out of or relating to this Agreement.~~ This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to litigation. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by litigation. Prior to the initiation of mediation, on written notice of either party to the other of intent to mediate a dispute under this Agreement, each party shall designate a representative and shall meet within five (5) days after service of the notice of intent to mediate. The parties shall attempt to resolve the dispute through negotiation within ten (10) days of the meeting. Should the parties be unable to agree on a resolution with such ten (10) day period, the parties shall proceed to mediation as set forth here.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association or such other forum as the Owner and Architect may mutually agree in accordance with the administrative rules of the mediation services in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint but, in such event, mediation shall proceed in advance of litigation, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction in Lincoln County
- Other (Specify)
-

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension

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User Notes:

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of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. The Architect shall be promptly paid all sums due prior to suspension and any expenses incurred in the interruption of the Architect's services. Upon resumption of the Architect's services, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement, if not defined herein, shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including prompt payment of all outstanding invoices.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives non-public information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

FGM is designing to and shall have base compensation on 1% of the anticipated Cost of Construction value of \$2,000,000. There is no adjustment in compensation should the bids be lower than the anticipated amount.
 Payments to FGM shall be made on the compensation schedule listed in Article 11.5 and anticipated Cost of Construction as stated above until the actual construction contract value is known and, if higher than the anticipated value, at such time, the fee due to the Architect shall be adjusted.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

(Hourly rate, or negotiated amount.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

(Hourly rate, or negotiated amount.)

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~one and one tenth~~ percent (~~1.1~~ %)

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Construction, the compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (15)	%
Design Development Phase	twenty	percent (20)	%
Construction Documents Phase	forty	percent (40)	%
Bidding or Negotiation Phase	five	percent (5)	%
Construction Phase	twenty	percent (20)	%
Total Basic Compensation	one hundred	percent (100)	%

§ 11.6 When compensation is based on a percentage of the Cost of the Construction and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the

extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Construction for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted periodically in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
Arch IV	\$185.00
Arch III	\$145.00
Arch II	\$115.00
Arch I	\$90.00
Intern	\$60.00
Interior Designer IV	\$175.00
Interior Designer III	\$165.00
Interior Designer II	\$105.00
Interior Designer I	\$85.00
Landscape Architect	\$160.00
Project Administrator III	\$110.00
Project Administrator II	\$80.00
Project Administrator I	\$70.00
Paralegal	\$230.00

*Rates are subject to adjustment each November 1st.

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Enhanced renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~one and one tenth~~ percent (1.1%) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of ~~zero~~ (\$ ~~0.00~~) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~sixty~~ (~~60~~) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

~~In accordance with the Local Government Prompt Payment Act if applicable, or if not applicable, one percent per month %~~

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 The Owner and Architect have reviewed the risks, rewards and benefits of the Project to each and the Architect's total compensation for services. The Owner agrees that, to the fullest extent permitted by law, the Architect's total liability to the Owner for any and all claims, damages, losses and expenses of any kind and nature, whether in tort, contract or otherwise, arising out of this Agreement or the services provided by the Architect shall not exceed the available insurance proceeds covering such liability.

§ 12.2 Any claims arising out of this Agreement shall be brought against the contracting parties and not against any individual director, officer or employee of a party.

§ 12.3 Any written notices provided for in this Agreement and copies of all correspondence shall be transmitted to the Owner and the Architect at the following addresses:

Architect
FGM Architects Inc.

Owner

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 15:01:08 on 07/07/2016 under Order No. 3382564114_1 which expires on 10/06/2016, and is not for resale.
User Notes:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect



- .3 Other documents:
(List other documents, if any, including Exhibit A, (Study Findings), and additional scopes of service, if any, forming part of the Agreement.)



This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

FGM Architects Inc.

(Signature)

[Redacted signature area]

(Printed name and title)

(Signature)

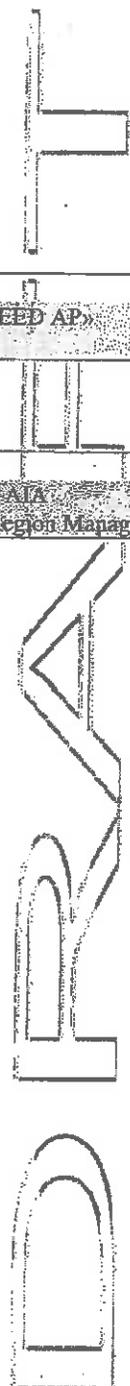
Brian J. Wright AIA LEED AP
Office President

(Printed name and title)

(Signature)

Timothy E. Kwiatkowski AIA
Executive Vice President/Region Manager

(Printed name and title)



MEMORANDUM

TO: Mayor Martha Neitzel and Members of the City Council

FROM: John R. Lebegue, Building and Safety Official

DATE: September 27, 2016

RE: Fast track demolition of dangerous, extremely unsanitary property at 1114 4th Street

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The property at 1114 4th Street, due to the extreme neglect of both the interior and exterior of the property, is in an extremely unsanitary condition, which now poses a serious hazard to the neighborhood in which the property is located. There exists garbage and debris openly stored at the exterior of the property and the interior of the home is so unsanitary from the accumulation of garbage and animal feces, that the home is uninhabitable and is emitting an offensive odor that one can smell from the street. As a result of the accumulated garbage and overall filthy condition of the property, the property also has an extreme infestation of cockroaches, which is adversely impacting the entire neighborhood, as the cockroaches are now traveling over land to all adjacent properties. The property at 1114 4th Street went into foreclosure following the death of the previous owner and was obtained by JP Morgan Chase in January 2016. The Building and Safety Dept. has been attempting for several months to force JP Morgan Chase to take responsibility for the property and take action to abate the severe violations that exist at the property, but all correspondence has been summarily ignored by JP Morgan Chase and all known contact numbers have been disconnected and are no longer in service. Given the actions of JP Morgan Chase, it appears that following the discovery of the extremely unsanitary, uninhabitable condition of the home at 1114 4th Street, and despite being the owner of record, JP Morgan Chase has decided to abandon the property.

ANALYSIS AND DISCUSSION

As a result of the demolition expenses incurred in the demolition and disposal of the properties at 512 N. Monroe Street and 1402 N. Kickapoo Street, all FY16/17 funds budgeted for demolition in line item 02-02-24-8599 Demolition / Clean-up, have been expended and should demolition of the home at 1114 4th Street proceed, alternate funding would be required for the emergency, fast-track demolition of the property at 1114 4th Street.

The Building and Safety office has received two estimates for the demolition and restoration of the property at 1114 4th Street and they are as follows:

Harold Goodman Inc.: \$4,200

Moody Excavating: \$4,450

Given that the estimate from Harold Goodman Inc. came in at \$250.00 less than the estimate from Moody Excavating, staff recommends that should it be decided to perform an emergency, fast-track demolition of 1114 4th Street, the demolition be performed by Harold Goodman Inc. In addition the cost of demolition, disposal fees from \$2,000 to \$3,000 would likely be incurred to dispose of the demolition debris. Lastly, to meet the notification requirements for a fast track demolition, a publication fee from \$700 to \$800 would be incurred to publish the Notice to Abate in the Lincoln Courier. The dangerous building at 508 N. Jefferson Street will be demolished at the end of April or early May 2016, at the expiration of the mandatory, 30-day waiting period.

FISCAL IMPACT

The emergency, fast-track demolition of 1114 4th Street would be paid out of line item number 02-02-24-8599 Demolition / Clean-up and Appropriation funds would be utilized and all other remaining expenditures would be addressed when final budget adjustments are made at the end of FY 16/17.

COW RECOMMENDATION

If the City Council determines that the emergency, fast-track demolition of 1114 4th Street is deemed necessary, this matter would be placed on the City Council's October 3, 2016 agenda.

COUNCIL RECOMMENDATION

Approve the emergency, fast-track demolition of 1114 4th Street.

RECEIVED

SEP 08 2016

CITY CLERK
LINCOLN, ILLINOIS

Harold Goodman Inc

606 1400th St
Lincoln, Il 62656
217-732-8683

September 8, 2016

Proposal for City of Lincoln

*Tearing down house at 1114 4th street and hauling away to landfill, City
pays the dump fees.*

\$4200.00

Acceptance of Proposal _____



Moody Excavating
217-306-4636



965 Local
Jimmoody1@hotmail.com

1502 N Kickapoo
Lincoln, IL 62656

Name City of Lincoln
Address _____
Phone _____

1114 4th St Lincoln IL

Demo of House and back filled
to existing grade

Total - \$4400.00

Authorized Signature _____

There will be 10% interest added if not paid within 7 days.

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln
FROM: Tim Ferguson, Wastewater Treatment Manager
MEETING
DATE: September 27, 2016
RE: ADS Flowmeter Upgrade

Background

To collect flow data for the Long Term Control Plan (LTCP), the City of Lincoln purchased 8 flow meters from ADS Environmental.

The flow meters are specifically designed to be installed in a sewer main or other host pipe and send the information over a Cellular based network. The information, using the proper computer program, can be viewed and recorded. The flow meters not only give the total amount of gallons, in a period, but also the intensity of the flow. The intensity is critical in determining pump sizing so there is no back up of sewage.

CMT utilized this information to determine the amount of flow that we will need to treat to comply with the Federal CSO Control Policy from 1994. This policy is basis for design on the LTCP.

While the initial monitoring has been completed, we still have yet to finalize a design for the two associated projects in the LTCP.

Analysis/Discussion

The plan, as presented, calls for a 70 MGD storm water pump station and associated treatment. It also calls for an upgrade at the Union St Lift Station. The concept is to build a new station that can handle all of the flow coming into the station.

I would like to relocate the several of the flow meters to selected areas so that we may get a better handle on how the sewage is flowing to the station currently. Also, I would like to install two units in a separate sewer shed that we may potentially look at adding to the Union St Station if feasible. It would lessen the flow loading on the Palmer St Pump Station and reduce the likelihood of a basement backup during a large rain event.

The flow meters that we currently have right now were constructed with 2G modems. They are no longer supported by AT&T and require an upgrade to 3G to communicate.

I have asked ADS to provide a quote for completing this work on 4 of the units, as well as uninstalling the remaining meters that we are not using at this time.

In working with CMT, we will then select the four location where we would like to determine the exact flow and have ADS install. This is a project that I feel will provide excellent data for the final design of the new Union St Pump Station.

Financial

The quote from ADS to perform the modifications, remove, and reinstall is for
~~\$14,740.00.~~ \$ 13,690.00

We have adequate funds in the CSO/LTCP line item to cover this cost.

By completing this upgrade, it will give the Sewer Department and CMT the exact conditions that we need to design for and eliminate some of the contingencies in oversizing the pumps and wetwells. Again, the meters are not able to transmit signals with the 2G modem.

COW Recommendation

Recommend to have ADS flow meters upgraded and installed for data collection.

Council Recommendation:

Approve recommendation from Committee of the Whole.