

AGENDA
CITY OF LINCOLN SPECIAL
CITY COUNCIL MEETING
SEPTEMBER 2, 2014
5:00 P.M.

1. **Call to Order**
2. **Roll Call**
3. **Public Participation**
4. **New Business/Communications**
 - A. Interview Candidates for City Administrator
5. **Executive Session**
 - A. Personnel
6. **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@cityoflincoln-il.gov no later than 48 hours prior to the meeting time.

CITY OF LINCOLN REGULAR CITY COUNCIL MEETING

AGENDA

SEPTEMBER 2, 2014

7:00 P.M.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Public Participation**
 - A. Sarah Wallick, New Tourism Director for Logan County
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 of the September 24, 2013 & July 29, 2014 Committee of a Whole Meetings and August 18, 2014 Regular City Council Meeting
 - C. Petition by Lincoln Community High School to hold the Homecoming Parade on October 10, 2014 at 2:30 p.m. on various downtown streets
 - D. Advise and consent to appointment of Steve Schreiber to Civil Service Commission
6. **Ordinances and Resolutions**
 - A. Ordinance defining prohibited livestock within the City of Lincoln
 - B. Ordinance adding permitted uses in the C-2 and I-1 districts within the City on Lincoln
7. **Reports**
8. **New Business/Communications**
 - A. Authorization for the Mayor to negotiate intergovernmental agreement with IDOT for Depot site preparation work
 - B. Petition by Railsplitter Antique Auto Club in conjunction with Route 66 Heritage Foundation of Logan County to close the one block section of First Street along the side of the Mill during the September 13, 2014 car show from 12:00 p.m. to 5:00 p.m. along with a request to use the Tropics sign at the event
9. **Announcements**
10. **Executive Session**
 - A. Personnel
11. **Adjournment**

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Minutes of the City of Lincoln City Council Committees' Meeting held in the Council Chambers on Tuesday, September 24, 2013.

Those present were Alderman Anderson, Alderman Carmitchel, Alderman Hoinacki, Alderman Horn, Alderman Neitzel, Alderman O'Donohue, Alderman Tibbs, and Alderman Wilmert. Also present were Street Superintendent Mr. Jackson, City Engineer Mr. Forgy, Safety and Building Officer Mr. Lebegue, Fire Chief Miller, American Water/EMC Mgr. Mr. Ferguson, and Police Chief Greenslate. Also present were Mayor Snyder, City Clerk Mrs. Gehlbach, City Attorney Mr. Blinn Bates, City Treasurer Mr. Conzo, and Recording Secretary Mrs. Riggs.

Mayor Snyder called the meeting to order at 7:00 p.m. There were eight Aldermen present (Alderman Anderson, Alderman Carmitchel, Alderman Hoinacki, Alderman Horn, Alderman Neitzel, Alderman O'Donohue, Alderman Tibbs and Alderman Wilmert) and none absent.

Mayor Snyder led the Pledge of Allegiance

LPD New Hire Swear in:

City Attorney Mr. Blinn Bates swore in Lincoln Police Department Officer Heidi Moore.

Public Participation:

There was no public participation.

Pulaski Street Construction Observation Engineering contract:

City Engineer Mr. Forgy said the Pulaski Street construction project will need full time observation by an engineer. This would be an hourly contract with a not to exceed in the amount \$107,600.00. He asked the City Council how much time they wanted to have an engineer present. He said the job would take approximately 90-130 days and estimated 950 hours as a baseline. He felt someone needed to be out there daily and might be able to get by with 5-6 hours a day.

Alderman Carmitchel said it would be risky not having an engineer on hand on a daily basis.

The work order was put on the October 7, 2013 Agenda.

Mr. Forgy said Monday, September 30, 2013 the contractors will be in the block of Pulaski Street by IGA for approximately 4-5 weeks.

Hamilton Street

Mr. Forgy said yesterday, September 23, 2013 Otto Baum milled Hamilton Street and if anyone has the time to go out and watch as the contractor pours the street in one day. The sidewalks are open if they wanted to go watch.

I-55 Business Loop Bridge Construction:

Mr. Ferguson said he attended a meeting for the business loop construction project. Mr. Ferguson and Mr. Forgy have not received any plans on the business loop bridge construction. The state told the City, power lines at the sewer treatment plant would have to be moved. This will be very expensive to do. There will be more information available from the state.

Chamber of Commerce 2014 Art & Balloon Festival Street Closure Request :

This was asked to be on the October 7, 2014 Consent Agenda.

Pizza Hut Road Block request :

Alderman Hoinacki asked to have this on the October 7, 2014 Agenda.

Department Heads – Revenue & Expense Reports:

Alderman Anderson reminded department heads to make sure bills submitted for payment are coded correctly.

Young Professionals Network event: Boomtown USA's Millennial Entrepreneur Seminar. LCHS, Monday, Oct. 21, 6:00 pm:

Mayor Snyder said this is about entrepreneurial opportunities. Mayor Snyder said they would like the City Council meeting on October 21, 2013 to be postponed until 7:30 p.m that night. It was agreed to put this on the October 7, 2013 Consent Agenda.

Public Safety Building Committee:

Mayor Snyder announced the committee members for the Public Safety Committee City Administrator Ms. McLaughlin, Mayor Snyder, Alderman Hoinacki, Alderman Horn, Fire Chief Miller, Assistant Fire Chief Danovsky, Police Chief Greenslate and Detective Adams. The subcommittee for the fire department are Todd Koehler and Bret Tripplett.

Other Business:

Alderman Anderson said there are concerns about the committee of the whole versus committees and there should a discussion in approximately six months. Alderman Carmitchel asked about voting at committee of whole meeting. City Attorney Mr. Bates said you can only vote at Regular City Council meetings.

Mr. Ferguson said he attended a pre-construction meeting regarding the closing of of Evans, Short 8th and Main Streets that Christian Homes will be closing tomorrow, September 25, 2013 and start the work on Thursday, September 26, 2013.

Mr. Jackson said Community night at Postville Park will be next Thursday, October 3, 2013, at 5:30 p.m.

Mayor Snyder said he had a recent conversation with Comcast. At the end of business day, Wednesday, September 25, 2013, CITV Channel 5 will no longer be carried.

Alderman O'Donohue said the Thompson Electronics will be coming and he will let Alderman Tibbs know when they have it scheduled.

Upcoming Meetings:

Council: October 7, 2013 – 7:00 p.m.
Committee of Whole: October 15, 2013 – 7:00 p.m.

Alderman Anderson moved to go into Executive Session under 5 ILCS 120/2(c)(1) personnel and Alderman Horn seconded it. City Clerk Mrs. Gehlbach called the roll call. There were eight yeas (Alderman Anderson, Alderman Carmitchel, Alderman Hoinacki, Alderman Horn, Alderman Neitzel, Alderman O'Donohue, Alderman Tibbs, and Alderman Wilmert,) zero nays, and none absent; motion carried. The meeting adjourned to Executive Session at 7:48 p.m.

The meeting returned to regular Session at 8:39 p.m. City Clerk Mrs. Gehlbach called the roll. There were eight Aldermen present (Alderman Anderson, Alderman Carmitchel, Alderman Hoinacki, Alderman Horn, Alderman Neitzel, Alderman O'Donohue, Alderman Tibbs and Alderman Wilmert) and none absent. Also present were Mayor Snyder, City Clerk Mrs. Gehlbach, and Recording Secretary Mrs. Riggs.

Alderman Neitzel made a motion to adjourn the meeting and Alderman Anderson seconded it. There were eight yeas (Alderman Anderson, Alderman Carmitchel, Alderman Hoinacki, Alderman Horn, Alderman Neitzel, Alderman O'Donohue, Alderman Tibbs, and Alderman Wilmert), zero nays, and none absent; motion carried.

The City of Lincoln Committee's of a Whole Meeting adjourned at 8:40 p.m.

Respectfully submitted,

Lincoln, Illinois
City Council Committee of the Whole Meeting
July 29, 2014
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Minutes of the City of Lincoln City Council Committee of the Whole Meeting held in the Council Chambers on Tuesday, July 29, 2014.

Those present were Alderman Bauer, Alderman Cooper, Alderman Neitzel, Alderman O'Donohue, and Alderman Tibbs. Also present were Street Superintendent Mr. Landers, Fire Chief Miller, and Police Chief Greenslate. Also present were City Clerk Mrs. Gehlbach, City Treasurer Mr. Conzo, and Recording Secretary Mrs. Riggs. Mayor Snyder was absent.

Alderman O'Donohue called the meeting to order at 7:03 p.m. City Clerk Mrs. Gehlbach called the roll call. There were five Aldermen present (Alderman Bauer, Alderman Cooper, Alderman Neitzel Alderman O'Donohue, and Alderman Tibbs) and three absent (Alderman Anderson, Alderman Hoinacki, and Alderman Horn).

Alderman O'Donohue led the Pledge of Allegiance.

Public Participation:

There was no Public Participation.

Executive Session: Personnel

Alderman Neitzel moved to go into Executive Session pursuant to 5 ILCS 120/2(c)(1) personnel and Alderman Bauer seconded it. City Clerk Mrs. Gehlbach called the roll call. There were five yeas (Alderman Bauer, Alderman Cooper, Alderman Neitzel, Alderman O'Donohue, and Alderman Tibbs) zero nays, and three absent (Alderman Anderson, Alderman Hoinacki, and Alderman Horn); motion carried. The meeting adjourned to Executive Session at 7:05 p.m.

The meeting returned to regular Session at 7:30 p.m. City Clerk Mrs. Gehlbach called the roll. There were five Aldermen present (Alderman Bauer, Alderman Cooper, Alderman Neitzel Alderman O'Donohue, and Alderman Tibbs) and three absent (Alderman Anderson, Alderman Hoinacki, and Alderman Horn). Also present were Fire Chief Miller, Police Chief Greenslate, and Street Superintendent Mr. Landers. Also present were City Treasurer Mr. Conzo, City Attorney Mr. Blinn Bates, City Clerk Mrs. Gehlbach, and Recording Secretary Mrs. Riggs.

Chamber request for additional street closures during the 2014 Art & Balloon Festival:

This will be placed on the Monday, August 4, 2014 Consent Agenda.

Lincoln Running Club petition for 2-mile tune-op run on 9/13/14:

This will be placed on the Monday, August 4, 2014 Consent Agenda.

Revised ordinance re: update of building codes:

Fire Chief Miller said there are some revisions with one revision being the residential sprinkler system being removed. Clarifications on the knob and tube wiring were discussed with knob and tube being discovered it must be replaced and brought up to date. There was discussion about the option of a flyer to give to people who are building new homes regarding the sprinkler systems.

Policy re: City purchasing and emergency finance procedures:

Alderman Neitzel did not like the limits, \$5,000.00 for department heads and \$20,000.00 for the Mayor and City Administrator. Alderman Neitzel felt those limits were too high and asked if they were trying to get rid of the City Council. Alderman O'Donohue didn't think anyone was trying to get rid of the City Council. Alderman O'Donohue said this was not only for emergencies. Alderman O'Donohue said what they are approving is already in the budget and this would not have to come back to the City Council. Alderman Cooper said he felt \$5,000.00 would be ok. Police Chief Greenslate said the City Council would be spending more time each week approving those bills. Alderman O'Donohue said this would be up to \$20,000.00 with anything over \$20,000.00 being brought to the City Council for a vote. This will go on the Monday, August 4, 2014 regular agenda.

Discussion re: Fees & Permits – Part II:

Deputy City Clerk Mrs. Fulk arrived at 7:47 p.m.

Discussion was held on the following City licenses:

Scavenger (Garbage and Waste Haulers). The City Council agreed to change from \$10.00 per vehicle to a flat fee of \$500.00 per Garbage/Waste Hauler Company.

Going out of business License – The City Council agreed to remove this city license.

Itinerant Merchant License – (fireworks, etc.) The City Council agreed to raise this fee from \$25.00 per day to \$50.00 per day.

Junk & Salvage operators, dealers or haulers – The City Council agreed to remove section 3-8-2.

Mechanical Amusement Device & Video Amusement Device – The City Council agreed to raise the Mechanical Amusement Device License fee from \$50.00 to \$100.00 per machine.

Motion picture establishment – The current fee is \$100.00 for the first screen, and \$50.00 for each additional screen after the first screen. The City Council agreed to change to an annual fee of \$100.00.

Lincoln, Illinois
City Council Committee of the Whole Meeting
July 29, 2014
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Multiple Pet – A multiple pet owner is defined as any person who harbors more than four (4) dogs or four (4) cats or any combination over four (4) months of age within any dwelling unit and/or structure to qualify for a pet license. The Building and Safety Officer will inspect the property before issuing a license. The recommendation was to go from \$25.00 to \$40.00 (there will be a discussion with Mr. Lebegue to clarify this license)

Approval of new hire for Street Department:

Street Superintendent Mr. Landers asked to have on the Monday, August 4, 2014 Agenda the hiring of Keith Grabowski for the Street and Alley Department.

Change Order #3 for Pulaski Street reconstruction project:

This will be on the Monday, August 4, 2014 Agenda in the amount of \$11,924.00.

Ordinance re: issuance of \$6 million for sewer bonds:

City Treasurer Mr. Conzo said this issuance would be closer to \$5.5M. This was placed on the Monday, August 4, 2014 regular agenda.

Discussion: proposal for actuarial study of retirement benefits:

Discussion will take place at the 8/12/14 Committee of the Whole meeting.

Other discussion/informational items:

The retirement party for Mike Geriets will be Thursday, July 31, 2014 in the Blue Room at the Safety Complex.

Fire Chief Miller said Robert Wood has passed his probationary firefighter period and would like to place on the Agenda for Monday, August 4, 2014 to swear him in as a firefighter.

Upcoming Meetings:

Council: Monday, August 4, 2014 – 7:00 p.m.

Committee of Whole: Tuesday, August 12, 2014 – 7:00 p.m.

Alderman Neitzel made a motion to adjourn the meeting and Alderman Tibbs seconded it. There were five yeas (Alderman Bauer, Alderman Cooper, Alderman Neitzel Alderman O'Donohue, and Alderman Tibbs) zero nays, and three absent (Alderman Anderson, Alderman Hoinacki, and Alderman Horn); motion carried.

The City of Lincoln Committee of the Whole Meeting adjourned at 8:24 p.m.

Respectfully submitted,

Risa Riggs
Recording Secretary

Minutes of a regular City Council Meeting held in the Council Chambers of City Hall, Lincoln, IL, on Monday, August 18, 2014.

Mayor Snyder called the regular City Council Meeting to order at 7:00 p.m. City Clerk Mrs. Gehlbach called the roll. There were eight Aldermen present (Alderman Anderson, Alderman Bauer, Alderman Cooper, Alderman Hoinacki, Alderman Horn, Alderman Neitzel, Alderman O'Donohue, and Alderman Tibbs) and none absent. Also present were Fire Chief Miller, Safety and Building Officer Mr. Lebegue, Street Superintendent Mr. Landers, American Water/EMC Manager Mr. Ferguson, and Police Chief Greenslate. Also present were Mayor Snyder, City Treasurer Mr. Conzo, City Clerk Mrs. Gehlbach and Recording Secretary Mrs. Riggs.

Mayor Snyder led the Pledge of Allegiance.

New Business/Communications:

Advice and Consent to the Appointment Deputy Police Chief

Police Chief Greenslate asked the City Council to approve Paul Adams as Deputy Chief. Alderman Anderson moved to approve and Alderman Horn seconded it. City Clerk Mrs. Gehlbach called the roll call. There were eight yeas (Alderman Anderson, Alderman Bauer, Alderman Cooper, Alderman Hoinacki, Alderman Horn, Alderman Neitzel, Alderman O'Donohue, and Alderman Tibbs), zero nays, and none absent; motion carried.

Public Participation

Swearing in of Deputy Police Chief

Mayor Snyder swore in Paul Adams as Deputy Police Chief.

Swearing in of Sergeant Chuck Gunning

Mayor Snyder swore in Chuck Gunning as Sergeant.

Swearing in of Corporal Maurice Johnson

Mayor Snyder swore in Maurice Johnson as Corporal.

Will Stambaugh with Boy Scout Troop 1102 was present for his citizenship badge.

Consent Agenda by Omnibus Vote:

Payment of Bills

Approve minutes of the August 4, 2014 Regular City Council Meeting

Petition to permit Tootsie Roll Drive by Knights of Columbus on September 18-19, 2014 from 8:00 a.m. to 4:00 p.m.

Alderman Anderson moved to approve the Consent Agenda as presented and Alderman Horn seconded it. City Clerk Mrs. Gehlbach called the roll call. There were eight yeas (Alderman Anderson, Alderman Bauer, Alderman Cooper, Alderman Hoinacki, Alderman Horn, Alderman Neitzel, Alderman O'Donohue, and Alderman Tibbs), zero nays, and none absent; motion carried.

Ordinances and Resolutions:

Ordinance #2014-817 replacing Title 4 of the City Code regarding the City's Building Code Regulations (tabled 6/4/14)

Alderman O'Donohue moved to remove from the table and Alderman Bauer seconded it. City Clerk Mrs. Gehlbach called the roll call. There were eight yeas (Alderman Anderson, Alderman Bauer, Alderman Cooper, Alderman Hoinacki, Alderman Horn, Alderman Neitzel, Alderman O'Donohue, and Alderman Tibbs), zero nays, and none absent; motion carried. Alderman O'Donohue moved to approve and Alderman Anderson seconded it. City Clerk Mrs. Gehlbach called the roll call. There were eight yeas (Alderman Anderson, Alderman Bauer, Alderman Cooper, Alderman Hoinacki, Alderman Horn, Alderman Neitzel, Alderman O'Donohue, and Alderman Tibbs), zero nays, and none absent; motion carried.

Ordinance #2014-818 authorizing and providing for the issue of not to exceed \$2,500,000.00 of General Obligation Bonds (Alternate Revenue Source), series 2014, of the City of Lincoln, Logan County, Illinois for the purpose of improving streets, curbs and sidewalks and rehabilitating, reconstructing or repairing or remodeling existing public or private buildings within the Central Business Tax Increment Financing District of the City, the pledge of certain revenues to the payment of the principal and interest on the bonds and the levy of direct annual tax to pay such interest and principal on the bonds and the levy direct annual tax to pay such interest and principal if the pledged revenues are insufficient to make such payment

Alderman Bauer moved to approve and Alderman Cooper seconded it. City Clerk Mrs. Gehlbach called the roll call. There were seven yeas (Alderman Bauer, Alderman Cooper, Alderman Hoinacki, Alderman Horn, Alderman Neitzel, Alderman O'Donohue, and Alderman Tibbs), one abstention (Alderman Anderson), zero nays, and none absent; motion carried.

Bids:

There were no bids to come before the City Council.

Unfinished Business:

There was no Unfinished Business to come before the City Council.

Reports:

City Treasurer Mr. Conzo gave an oral report for July, 2014 and a copy is on file.

City Clerk's Report for July, 2014 is on file.

Department Heads reports are on file for July, 2014 (Police Department, Lincoln Street Department, Sewer Department, Street and Alley Department, Sewer Treatment Plant, and Fire Department).

New Business/Communications:

Approval of revised City purchasing and finance procedures

Alderman O'Donohue moved to approve and Alderman Bauer seconded it. City Clerk Mrs. Gehlbach called the roll call. There were eight yeas (Alderman Anderson, Alderman Bauer, Alderman Cooper, Alderman Hoinacki, Alderman Horn, Alderman Neitzel, Alderman O'Donohue, and Alderman Tibbs),

zero nays, and none absent; motion carried.

Approval of agreement with Lauterbach and Amen for actuarial services pertaining to OPEB in compliance with the requirements of GASB #45

Alderman Neitzel moved to approve and Alderman Horn seconded it. City Clerk Mrs. Gehlbach called the roll call. There were three yeas (Alderman Horn, Alderman Neitzel, and Alderman Tibbs), five nays (Alderman Anderson, Alderman Bauer, Alderman Cooper, Alderman Hoinacki, and Alderman O'Donohue), and none absent; motion failed.

Announcements:

Mayor Snyder announced that the City received an award from Illinois Public Risk Fund as one of the top five nominee for the loss control member of the year.

Mayor Snyder said he and three Aldermen (Alderman Bauer, Alderman Hoinacki, and Alderman Hoinacki) took the ice bucket challenge for ALS Awareness. There is a 5K at Emden, Saturday morning, August 23, 2014 beginning at the Stagger Inn.

Mayor Snyder announced that the Balloon Festival is this weekend. Alderman Hoinacki is looking for helpers with the City balloon for the balloon launches. Mayor Snyder said the drawing for the City prizes will be at 4:30 p.m. on Wednesday, August 20, 2014.

Alderman Anderson said her husband Andy wanted to thank everyone for the card.

Alderman Neitzel moved to adjourn the meeting and Alderman Tibbs seconded it. There were eight yeas (Alderman Anderson, Alderman Bauer, Alderman Cooper, Alderman Hoinacki, Alderman Horn, Alderman Neitzel, Alderman O'Donohue, and Alderman Tibbs), zero nays, and none absent; motion carried.

The City Council Meeting was adjourned at 7:45 p.m.

Respectfully Submitted By:

Risa Riggs

Fill out &
return to:
City Hall
700 Broadway
City Clerk's Office

REQUEST TO PERMIT

DATE: October 10th, 2014

RECEIVED

WE, THE UNDERSIGNED OF THE CITY OF LINCOLN, DO HEREBY RESPECTFULLY REQUEST THE MAYOR AND CITY COUNCIL TO PERMIT

CITY CLERK
LINCOLN, ILLINOIS

Lincoln Community High School to have a
Homecoming parade Friday October 10th, 2014
at 2:30 pm. The parade route will proceed
down Wyatt Ave., to turn right on Kickapoo St.,
then right on Broadway St., and continue
around the courthouse square.

NAME: Chris Hammer

ADDRESS: 1000 Railer Way

Lincoln, IL 62656

PHONE: 732-4131 Ext. 513 CELL: 217-433-7038

EMAIL: chammer@lchs.k12.il.us

ORDINANCE NO. _____

AN ORDINANCE DEFINING PROHIBITED LIVESTOCK
WITHIN THE CITY OF LINCOLN

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

WHEREAS, Title 6, Chapter 2 of the Lincoln City Code deals with animal control within the City Limits of the CITY OF LINCOLN; and,

WHEREAS, the CITY OF LINCOLN currently, through the Lincoln Police Department, enforce the regulations contained in Title 6, Chapter 2 within the City Limits of the CITY OF LINCOLN; and,

WHEREAS, the CITY OF LINCOLN has an interest in prohibiting the keeping of certain animals within the City Limits of the CITY OF LINCOLN; and,

WHEREAS, the City Council of the CITY OF LINCOLN feels that it is in the best interest of the citizens of the CITY OF LINCOLN that the CITY OF LINCOLN prohibit the keeping of certain animals within the City Limits of the CITY OF LINCOLN.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, as follows:

1. That Section 6-2-32 of the City Code of the CITY OF LINCOLN is hereby deleted and the following is inserted in place thereof:

"6-2-32: Keeping of Certain Animals Prohibited

Except as otherwise expressly provided for in this chapter or Title 11 hereof, no person shall keep, harbor or allow to be kept within the City limits any live

chicken, turkey, goose, duck or any other poultry or byproduct bird, pigeons, goat, sheep, swine, cattle, horse, or any type of hoof stock, any type of farm animal including any pygmy or miniature variety thereof; any lion, tiger, leopard, ocelot, jaguar, cheetah, margay, mountain lion, lynx, bobcat, jaguarondi, bear, hyena, wolf, wolf-hybrid, poisonous reptile, monkeys, or non-domesticated animal found in its natural state to be wild and potentially dangerous to human life. It is no defense to a violation of this section that the owner or keeper of the animal has attempted to domesticate the animal and there shall be no grandfathering in of any prohibited animal."

2. That Section 6-2-33 is created as follows:

"6-2-33: SEVERABILITY:

If any section, subsection, paragraph, sentence, clause, or phrase in this chapter or any part thereof, or application thereof to any person, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this chapter or any part thereof. It is hereby declared to be the legislative intent of the city council that this chapter would have been adopted if such unconstitutional or invalid provision, clause, sentence, paragraph, section, or part thereof had not been included."

3. That should any clause, sentence, or paragraph of this Ordinance be declared to be invalid by any Court of competent jurisdiction, such invalidity shall not affect any other clause, sentence, or paragraph of said Ordinance.

4. That this Ordinance shall be full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

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

Alderwoman Anderson _____	Alderwoman Bauer _____
Alderwoman Tibbs _____	Alderman Cooper _____

Alderman Hoinacki _____

Alderman O'Donohue _____

Alderwoman Horn _____

Alderwoman Neitzel _____

Ayes: _____

Nays: _____

Absent: _____

Abstentions: _____

Passed and approved this _____ day of _____, 2014.

CITY OF LINCOLN

BY: _____

Keith Snyder, Mayor
City of Lincoln, Logan
County, Illinois

ATTEST: _____ (SEAL)

City Clerk, City of Lincoln,
Logan County, Illinois

ORDINANCE NO. _____

AN ORDINANCE ADDING PERMITTED USES IN THE C-2 and I-1 DISTRICTS
WITHIN THE CITY OF LINCOLN, ILLINOIS

WHEREAS, the Plan Commission of the CITY OF LINCOLN,
ILLINOIS is charged with considering and approving amendments and
additions to the zoning code of the CITY OF LINCOLN, ILLINOIS; and,

WHEREAS, the Plan Commission considered a proposed
additional permitted use classification to the C-2 and I-1 districts
within the CITY OF LINCOLN, ILLINOIS, at their meeting on August 14,
2014, with respect to allowing medical cultivation centers and medical
cannabis dispensing organizations within the CITY OF LINCOLN,
ILLINOIS; and,

WHEREAS, pursuant to Illinois law and the City Code of the
CITY OF LINCOLN, public notice was given by publication in The Cou-
rier, a newspaper of general circulation in Lincoln, Logan County,
Illinois, of a public hearing before the Plan Commission, which
publication was at least fifteen (15) days prior to the hearing; and,

WHEREAS, the Plan Commission of the CITY OF LINCOLN
considered said addition to the zoning code of the CITY OF LINCOLN, at
a public hearing held on August 14, 2014, at 7:00 p.m. in the City
Council Chambers in the CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS; and,

WHEREAS, the Plan Commission of the CITY OF LINCOLN, by a
unanimous vote of those present, constituting a quorum of the Planning
Commission, recommended the special use addition to the zoning code of
the CITY COUNCIL of the CITY OF LINCOLN, ILLINOIS as further outlined
herein; and,

WHEREAS, the recommendations, as further outlined herein, of the Plan Commission of the CITY OF LINCOLN were considered at a regular City Council meeting of the City Council of the CITY OF LINCOLN on September 2, 2014; and

WHEREAS, the City Council of the CITY OF LINCOLN and the Plan Commission of the CITY OF LINCOLN have determined that it is compatible with the comprehensive plan of the CITY OF LINCOLN that the permitted use sections outlined herein be amended and revised to insert additional language to the City Code of the CITY OF LINCOLN, ILLINOIS; and,

WHEREAS, the City Council of the CITY OF LINCOLN has determined that it is in the best interest of the CITY OF LINCOLN and the citizens of the CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, that said addition to the zoning code of the CITY OF LINCOLN, ILLINOIS, be approved.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, as follows:

1. That Section 11-6-1 shall be amended to add the following definitions:

"Medical Cannabis Cultivation Center: A facility operated by an organization or business that is registered by the Department of Agriculture to perform necessary activities to provide only registered medical cannabis dispensing organizations with usable medical cannabis, per the Compassionate Use of Medical Cannabis Pilot Program Act, enacted by the State of Illinois, effective January 1, 2014, as may be amended from time to time.

Medical Cannabis Dispensing Organization: A facility operated by an organization or business that is registered by the Department of Financial and

Professional Regulation to acquire medical cannabis from a registered cultivation center for the purpose of dispensing cannabis, paraphernalia, or related supplies and educational materials to registered qualifying patients, per the Compassionate Use of Medical Cannabis Pilot Program Act, enacted by the State of Illinois, effective January 1, 2014, as may be amended from time to time."

2. That the permitted use of a "medical cannabis cultivation center", as defined by the laws of the State of Illinois, shall be added to section 11-6-2(A), I-1 district, of the City Code of the City of Lincoln, Illinois.

3. That the permitted use of a "medical cannabis dispensing organization", as defined by the laws of the State of Illinois, shall be added to section 11-6-2(A), I-1 district, and 11-5-3, C-2 district.

4. That these additions are made pursuant to the procedures set forth in the City Code of the CITY OF LINCOLN, including the requirement of the public notice and a hearing before the Plan Commission.

5. That should any clause, sentence, or paragraph of this Ordinance be declared invalid by any Court of competent jurisdiction, such invalidity shall not affect any other clause, sentence, or paragraph of said Ordinance.

6. That this Ordinance shall be full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

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

Alderman Anderson _____ Alderman Bauer _____

Alderwoman Tibbs _____ Alderman Cooper _____
Alderman Hoinacki _____ Alderman O'Donohue _____
Alderwoman Horn _____ Alderman Neitzel _____

Ayes: _____

Nays: _____

Absent: _____

Abstentions: _____

Passed and approved this 2nd day of September, 2014.

CITY OF LINCOLN

BY: _____
Keith Snyder, Mayor
City of Lincoln
Logan County, Illinois

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



Governmental Body Name City of Lincoln		
Address 700 Broadway Street, P.O. Box 509		
City, State, Zip Lincoln, Illinois 62656		
Remittance Address (if different from above) (same)		
City, State, Zip		
Telephone Number 217-735-1612	Fax Number 217-732-2145	FEIN/TIN 376001283

Brief Description of Service (full description specified in Part 5) Advance, select site preparation demolition work at the Lincoln Station site and removal of four rail cars attached to the northeast end of the building located at 101 Chicago, Lincoln, Illinois.			
Compensation Method (full details specified in Part 6) Reimbursement	Travel Expense <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Agreement Term From: The Term of this Agreement shall commence on the full execution of this Agreement (Agreement Date) and expire on the earlier of (i) the date that is 15 months after the Agreement Date, or (ii) the date all the terms of this Agreement are completed.
Total Compensation Amount	Travel Amount \$0	Advance Pay <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	To:

REQUIRED SIGNATURES

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-7 herein and any Appendices thereto.

FOR THE GOVERNMENTAL BODY:

Signature and Job Title of Authorized Representative

Type or Print Name of Authorized Representative

Date

FOR THE DEPARTMENT:

Joseph E. Shacter, Director, Division of Public and Intermodal Transportation

Michael A. Forti, Chief Counsel
(Approved as to form)

Date

Date: _____

Tony Small, Acting Director, Finance & Administration

Date

Ann L. Schneider, Secretary of Transportation

Date

INTERGOVERNMENTAL AGREEMENT
FOR
SITE PREPARATION DEMOLITION OF PASSENGER RAIL STATION

This agreement (Agreement) is by and between

City of Lincoln
Please type or print legibly the GOVERNMENTAL BODY'S legal name and
700 Broadway Street, P.O. Box 509
Lincoln, Illinois 62656
Attn: Keith Snyder, Mayor
E-mail: ~~Mayor@cityoflincoln-~~
~~il.gov~~mayor@lincolnil.gov

hereinafter called the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT.

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Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services
Part 7	Agreement Award Notification

◆

PART 1
SCOPE / COMPENSATION / TERM

- A. Scope of Services and Responsibilities.** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. Compensation.** Compensation (if any) shall be as specified in Part 7.
- C. Term of Agreement.** The term (Term) of this Agreement shall commence on the full execution of this Agreement (Agreement Date) and expire on the earlier of (i) the date that is 15 months after the Agreement Date, or (ii) the date all the terms of this Agreement are completed.
- D. Amendments.** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. Renewal.** This Agreement may not be renewed.

PART 2
GENERAL PROVISIONS

A. Changes. If any circumstance or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven days.

B. Compliance/Governing Law. The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

C. Availability of Appropriation: This Agreement is contingent upon and subject to the availability of funds. The Department or the GOVERNMENTAL BODY, each at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, except as otherwise specified in this paragraph 2.C, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease. All obligations assumed by either party the DEPARTMENT under this Agreement shall cease immediately upon the occurrence of (1), (2), or (3) of the above, without penalty or payment beyond costs, except that the DEPARTMENT shall fully reimburse the GOVERNMENTAL BODY for all costs and expenses it has already incurred or is obligated to incur in accordance with this Agreement. Any agreement the GOVERNMENTAL BODY enters into pursuant to this Agreement shall contain language referencing this Section and making such agreement null and void upon the occurrence of (1), (2), or (3) above.

D. Records Inspection. The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.

E. Records Preservation. The GOVERNMENTAL BODY, shall maintain for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement and that it has complied with all legal requirements outlined in the Agreement.

F. Subcontracting/Procurement Procedures/Employment of Department Personnel

1. Subcontracting. Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.

2. Procurement of Goods or Services – Federal Funds. For purchases of products or services with any Federal funds that cost more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C 403(11), (currently set at \$100,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds for \$100,000.00 or more will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

3. Procurement of Goods or Services – State Funds. For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$50,000.00 and \$20,000.00 for professional and artistic services) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds for \$50,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY,

the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

4. EMPLOYMENT OF DEPARTMENT PERSONNEL. The GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

PART 3 FEDERALLY FUNDED AGREEMENTS

A. Standard Assurances. The GOVERNMENTAL BODY assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Railroad Administration (FRA) circulars, and other federal requirements in carrying out any project supported by federal funds. The GOVERNMENTAL BODY recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The GOVERNMENTAL BODY agrees that the most recent federal requirements will apply to the Project (as such term is defined in Part 5 of this Agreement). DEPARTMENT, upon request by the GOVERNMENTAL BODY, agrees to assist GOVERNMENTAL BODY in fulfilling the reporting requirements set forth in this section.

B. Certification Regarding Lobbying. As required by the United States Department of Transportation (U.S. DOT) regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the GOVERNMENTAL BODY'S authorized representative certifies to the best of his or her knowledge and belief that for each agreement for federal assistance exceeding \$100,000:

1. No federal appropriated funds have been or will be paid by or on behalf of the GOVERNMENTAL BODY to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and
2. If any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the GOVERNMENTAL BODY assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.
3. The language of this certification shall be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements).

The GOVERNMENTAL BODY understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing federal assistance for a transaction covered by 31 U.S.C. 1352. The GOVERNMENTAL BODY also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Nondiscrimination Assurance. As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the GOVERNMENTAL BODY assures that it will comply with all requirements of 49 CFR Part 21; FTA Circular 4702.1A, "Title VI and Title VI - Dependent Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the GOVERNMENTAL BODY receives federal assistance.

Specifically, during the period in which federal assistance is extended to the Project, or Project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the GOVERNMENTAL BODY retains ownership or possession of the Project property, whichever

is longer, the GOVERNMENTAL BODY assures that:

1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the Project.
2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FRA. Upon request by U.S. DOT or FRA, the GOVERNMENTAL BODY assures that it will submit the required information pertaining to its compliance with these requirements.
3. It will include in each sub agreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the Project.
4. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.
5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
6. It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FRA may request.

D. Control of Property. The GOVERNMENTAL BODY certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of OMB Circular A-102 Common Rule.

E. Cost Principles. The cost principles of this Agreement are governed by the cost principles found in 49 CFR Part 18.22 and OMB Circular A-87, "Cost Principles for State, local or Indian tribal governments" and all costs included in this Agreement are allowable under 49 CFR Part 18.22 and OMB Circular A-87, "Cost Principles for State, local or Indian tribal governments."

F. Debarment. The GOVERNMENTAL BODY shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The GOVERNMENTAL BODY certifies that to the best of its knowledge and belief, the GOVERNMENTAL BODY and the GOVERNMENTAL BODY'S principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; and d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of the GOVERNMENTAL BODY to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The GOVERNMENTAL BODY shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the DEPARTMENT determined whether to enter into this transaction. If it is later determined that the GOVERNMENTAL BODY knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause. The GOVERNMENTAL BODY shall provide immediate written notice to the DEPARTMENT if at any time the GOVERNMENTAL BODY learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The GOVERNMENTAL BODY agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the DEPARTMENT. The GOVERNMENTAL BODY agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the DEPARTMENT, without modification, in all lower tier covered transactions

and in all solicitations for lower tier covered transactions. The GOVERNMENTAL BODY may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless the GOVERNMENTAL BODY knows the certification is erroneous. The GOVERNMENTAL BODY may decide the method and frequency by which it determines the eligibility of its principals. The GOVERNMENTAL BODY may, but is not required to, check the Non-procurement List. If the GOVERNMENTAL BODY knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of the GOVERNMENTAL BODY is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

G. Single Audit. The Single Audit Act of 1984 (Public Law 98-502) and the Single Audit Amendments of 1996 (P.L. 104-156) require the following:

1. State or local governments that receive \$500,000 or more a year in federal financial assistance shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133.
2. State or local governments that receive less than \$500,000 a year shall be exempt from compliance with the Act and other federal requirements.
3. Nothing in this paragraph exempts state or local governments from maintaining records of federal financial assistance or from providing access to such records to federal Agencies, as provided for in federal law or in Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations."
4. A copy of the audit report must be submitted to the DEPARTMENT within 30 days after completion of the audit, but no later than one year after the end of the GOVERNMENTAL BODY'S fiscal year.

H. Drug Free Workplace. The GOVERNMENTAL BODY certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. 702 as amended, and 49 CFR 32.

I. Disadvantaged Business Enterprise Assurance. In accordance with 49 CFR 26.13(a), as amended, the GOVERNMENTAL BODY assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the Project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The GOVERNMENTAL BODY assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The GOVERNMENTAL BODY'S DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FRA or U.S. DOT. Implementation of this DBE program is a legal obligation of the GOVERNMENTAL BODY, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or the DEPARTMENT to the GOVERNMENTAL BODY of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 *et seq.*, as amended.

J. Assurance of Nondiscrimination on the Basis of Disability. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the GOVERNMENTAL BODY assures that, as a condition to the approval or extension of any Federal assistance awarded by FRA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FRA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FRA or any entity within U.S. DOT. The GOVERNMENTAL BODY assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

K. Procurement Compliance Certification. The GOVERNMENTAL BODY certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and FRA directives, and requirements, as amended and revised, as well as other requirements FRA

may issue including FRA Circular 4220.1F, "Third Party Contracting Guidance," and any revisions thereto, to the extent those requirements are applicable. The GOVERNMENTAL BODY certifies that it will include in its contracts financed in whole or in part with FRA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with FRA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

L. Intelligent Transportation Systems Program.

[Not applicable to this Agreement.]

M. Davis-Bacon Act. To the extent applicable, the GOVERNMENTAL BODY will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted subagreements.

N. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D)

As required by OMB, the GOVERNMENTAL BODY certifies that it:

1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of the Project cost) to ensure proper planning, management, and completion of the Project.
2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
4. Will initiate and complete the work within the applicable Project time periods;
5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
 - Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
 - The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 *et seq.* relating to nondiscrimination on the basis of drug abuse;
 - The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91-616, and amendments thereto, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
 - Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
 - Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the Project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
 - Any other nondiscrimination statute(s) that may apply to the Project.
6. Will comply with all federal environmental standards applicable to the Project, including but not limited to:
 - Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
 - Notification of violating facilities pursuant to Executive Order 11738;

- Protection of wetlands pursuant to Executive Order 11990;
 - Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
 - Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 et seq.;
 - Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 et seq.;
 - Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
 - Protection of endangered species under the Endangered Species Act of 1973, as amended;
 - The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 et seq., which relates to protecting components or potential components of the national wild scenic rivers system.
7. Will comply with all other federal statutes applicable to the Project, including but not limited to:
- Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs;
 - The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
 - The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
 - Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
 - Executive Order 11593, which relates to identification and protection of historic properties;
 - The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
 - The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
 - The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
 - The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

O. Energy Conservation To the extent applicable, the GOVERNMENTAL BODY and its third party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.

P. Clean Water For all contracts and subcontracts exceeding \$100,000, the GOVERNMENTAL BODY agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.

Q. Clean Air For all contracts and subcontracts exceeding \$100,000, the GOVERNMENTAL BODY agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq.

R. Eligibility For Employment In The United States The GOVERNMENTAL BODY shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the GOVERNMENTAL BODY to verify that persons employed by the GOVERNMENTAL BODY are eligible to work in the United States.

S. Buy America Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

T. False Or Fraudulent Statements Or Claims The GOVERNMENTAL BODY acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the DEPARTMENT in connection with this Agreement, the DEPARTMENT reserves the right to impose on the GOVERNMENTAL BODY the penalties of 18 U.S.C. Section 1001, 49 U.S.C. Section 5307, 31 U.S.C. Section 3801, and 49 CFR Part 31, as the DEPARTMENT may deem appropriate. GOVERNMENTAL BODY agrees to include this clause in all state and federal assisted contracts and subcontracts.

U. Changed Conditions Affecting Performance The GOVERNMENTAL BODY shall immediately notify the DEPARTMENT of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

V. Third Party Disputes Or Breaches The GOVERNMENTAL BODY agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FRA or U.S. DOT and the DEPARTMENT reserve the right to concur in any compromise or settlement of any third party contract claim involving the GOVERNMENTAL BODY. The GOVERNMENTAL BODY will notify FRA or U.S. DOT and the DEPARTMENT of any current or prospective major dispute pertaining to a third party contract. If the GOVERNMENTAL BODY seeks to name the DEPARTMENT as a party to the litigation, the GOVERNMENTAL BODY agrees to inform both FRA or U.S. DOT and the DEPARTMENT before doing so. The DEPARTMENT retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the DEPARTMENT, the GOVERNMENTAL BODY will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FRA's or the DEPARTMENT's immunity to suit.

W. Fly America GOVERNMENTAL BODY will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B- 138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.

X. Non-Waiver The GOVERNMENTAL BODY agrees that in no event shall any action or inaction on behalf of or by the DEPARTMENT, including the making by the DEPARTMENT of any payment under this Agreement, constitute or be construed as a waiver by the DEPARTMENT of any breach by the GOVERNMENTAL BODY of any terms of this Agreement or any default on the part of the GOVERNMENTAL BODY which may then exist; and any action, including the making of a payment by the DEPARTMENT, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the DEPARTMENT in respect to such breach or default. The remedies available to the DEPARTMENT under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

Y. Preference for Recycled Products To the extent applicable, the GOVERNMENTAL BODY agrees to give preference to the purchase of recycled products for use in this Agreement pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

Z. Cargo Preference - Use of United States Flag Vessels. The GOVERNMENTAL BODY agrees to comply with 46 U.S.C. § 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this Agreement.

AA. GOVERNMENTAL BODY is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores and disseminates business information about the federal government's trading partners in support of the contract award, grants and the electronic payment processes. If the GOVERNMENTAL BODY does not have a CCR number, the GOVERNMENTAL BODY must register at <https://www.bpn.gov/ccr>

As a sub-recipient of federal funds equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>

All of the requirements listed in Part 3, paragraphs A through AA apply to the federally funded project. The GOVERNMENTAL BODY agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

PART 4
SPECIFIC PROVISIONS

A. Invoices. The amount shown on each invoice shall be in accordance with estimated Project cost contained herein. All non-labor costs, if allowable, shall be listed and itemized.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

**Illinois Department of Transportation
Bureau of High Speed & Passenger Rail
2300 South Dirksen Parkway, Rm. 339
Springfield, Illinois 62764
Attention: Bureau Chief of High Speed
and Passenger Rail**

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

B. Billing and Payment.

1. GOVERNMENTAL BODY shall submit periodic invoices to DEPARTMENT no more than once monthly and no less than quarterly, together with documentation of work performed, consistent with the Project described in Part 5 herein. Payment shall not be made by the DEPARTMENT for work not yet performed or for work not included in this Agreement. GOVERNMENTAL BODY shall include with each invoice a progress report containing a description of work completed during the invoice period, work forecast for the next quarter and Project issues which need to be or have been addressed by GOVERNMENTAL BODY.

2. DEPARTMENT shall remit payment in full to GOVERNMENTAL BODY for its share of the submitted invoice within 60 days after receipt by the DEPARTMENT of said invoice and documentation in form and substance satisfactory to DEPARTMENT. DEPARTMENT shall notify GOVERNMENTAL BODY within five business days of receipt thereof if the submitted invoice and/or supporting documentation are insufficient in form and/or substance. The GOVERNMENTAL BODY, thereafter, shall have ten calendar days from receipt of notification from the DEPARTMENT to correct any deficiency and resubmit said documents. GOVERNMENTAL BODY agrees to pay the uncontested portion of an invoice with a deficiency. Failure by the DEPARTMENT to notify GOVERNMENTAL BODY within forty-five business days of receipt of invoice and documentation shall be construed as acceptance by the DEPARTMENT of said documents, subject, however, to any and all audit provisions contained in this Agreement including, but not limited to the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations.

3. All invoices for services performed and expenses incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than **July 31** of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. Failure by the GOVERNMENTAL BODY to present such invoices prior to said date may require the GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will send all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.

C. Termination. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY'S performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY'S performance, the DEPARTMENT shall give written notice of that dissatisfaction to the GOVERNMENTAL BODY and request an opportunity to meet to resolve that dissatisfaction within fourteen (14) days after the written notice. If the DEPARTMENT is still dissatisfied with the GOVERNMENTAL BODY's performance following such meeting, the DEPARTMENT shall give a second written notice to the GOVERNMENTAL BODY of the remedial action it is requesting the GOVERNMENTAL BODY to undertake within fourteen (14) days after the second written notice. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) days written notice to the GOVERNMENTAL BODY. ~~This Agreement may also be terminated by the DEPARTMENT if (i) the specific Real Estate described in Section 5.A.2 of this Agreement is not acquired by the GOVERNMENTAL BODY in accordance with the terms of the first agreement described in Section 5.E herein; (ii) the parties are unable to agree to amend Part 5 of this Agreement in accordance~~

with Section 5.B.3; or (iii) the third agreement described in Section 5.E in not executed within 1 year after the Agreement Date. All obligations assumed by the DEPARTMENT under this Agreement shall cease immediately upon the termination of this Agreement, without penalty, except or payment beyond costs that the DEPARTMENT shall fully reimburse the GOVERNMENTAL BODY for any costs or expenses it has already incurred or is obligated to incur in accordance with this Agreement.

D. Location of Service. Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.

E. Ownership of Real Estate. Upon the GOVERNMENTAL BODY's acquisition of the Real Estate, the GOVERNMENTAL BODY shall be the sole owner of the Real Estate, subject to the terms of this Agreement. -

F. Travel Expenses. GOVERNMENTAL BODY shall not be compensated by DEPARTMENT for any travel expensed, lodging, or per diem incurred by the GOVERNMENTAL BODY pursuant to this Agreement.

G. Indemnification. Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions (including but not limited to GOVERNMENTAL BODY'S failure to act in good faith in acquiring the Real Estate described in Section 5.A.2 herein) of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY'S employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith. GOVERNMENTAL BODY shall not be responsible for the actions or inactions of DEPARTMENT, its employees or agents.

H. Equal Employment Opportunities, Affirmative Action, Sexual Harassment. The GOVERNMENTAL BODY will comply with the Illinois Human Rights Act with respect to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having a written sexual harassment policy.

I. Tax Identification Number.

GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued.), **and**
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, **and**
3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY: City of Lincoln

Taxpayer Identification Number: 376001283

Legal Status (check one):

- | | |
|--|--|
| <input type="checkbox"/> Tax-exempt | <input checked="" type="checkbox"/> Government |
| <input type="checkbox"/> Nonresident Alien | <input type="checkbox"/> Other _____ |

J. International Boycott. The GOVERNMENTAL BODY certifies that neither GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

K. Forced Labor. The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583)

PART 5 – SCOPE OF SERVICES AND RESPONSIBILITIES

A. The Project.

1. This Agreement sets forth the obligations and responsibilities of the parties as it relates to selective demolition and/or removal of certain real and personal property located at the site of the passenger rail station (Station) to be constructed in Lincoln Illinois (Project) as detailed in Section 5.A.3. below. Said Station will be used for the provision of passenger service along the Chicago to St. Louis high speed rail corridor.

2. For the purpose of this Agreement, the term Station means the station building, the Amtrak waiting shelter, the parking lot and platforms. The common address of the Station is 100 North Chicago Street and 101 North Sangamon Street (collectively, "Real Estate"), Lincoln, Illinois. If there is a discrepancy between the common address of the Real Estate and the legal description (based on the survey), the legal description shall control.

3. Scope: GOVERNMENTAL BODY shall:

a. remove or cause to be removed the four rail cars currently attached to the northeast end of the Station. GOVERNMENTAL BODY will make reasonable efforts to donate these rail cars to an accredited museum. If some or all of these rail cars are otherwise disposed of and a profit is made by the disposition, the monies earned shall be credited to the GOVERNMENTAL BODY's contribution requirement toward the Project's costs. If the disposition of the rail cars incurs a cost to the Project, the DEPARTMENT must agree to the method of disposition.

b. remove or cause to be removed all associated building additions constructed during the 1977-1978 building renovation period ("1977-1978 Addition"), and all equipment associated with the Addition. The specifics of what constitutes the original station building and the 1977-1978 Addition will be detailed in the Governmental Body's contract documents for ~~site preparation~~demolition and these contract documents for ~~site preparation~~demolition shall control. When ~~site preparation~~demolition is completed, the original building envelope from 1911 will remain.

c. remove or cause to be removed the landscaping elements necessary to accomplish tasks a and b, above.

d. remove or cause to be removed all mechanical and electrical equipment servicing the 1977-1978 Addition.

e. remove or cause to be removed all furred walls, infill walls, and encased openings to expose the original exterior brick masonry wall surfaces.

f. cause safety protection of the job site to ensure that persons and/or property are not injured and/or destroyed.

g. The work described in this agreement shall be performed by GOVERNMENT BODY personnel or publicly bid in compliance with federal (including ARRA requirements) and state of Illinois laws and regulations. The DEPARTMENT will prepare and provide a Project bid package to GOVERNMENTAL BODY. GOVERNMENTAL BODY will review and provide its comments to the draft design plans for the Project. GOVERNMENTAL BODY will advertise and award Project contract(s) in its name and cause completion of the Project work. GOVERNMENTAL BODY also agrees to enter into a contract(s) with responsible contractors not barred from doing business with the State of Illinois and who are adequately bonded and insured.

4. Unless otherwise stated in Part 5(E)(2), throughout the Term of this Agreement, GOVERNMENTAL BODY agrees that it will not sell, lease, or encumber all or any portion of the Real Estate.

B. Project Cost.

1. The estimated Project cost is ~~\$300,000~~ ~~250,000~~300,000.

2. If GOVERNMENTAL BODY awards a site preparation demolition contract(s) exceeding the estimated Project cost without the DEPARTMENT's prior approval, DEPARTMENT shall not be liable or obligated in any way to reimburse GOVERNMENTAL BODY for any costs in excess of the estimated Project cost stated in this Section of this Agreement.

~~DEPARTMENT shall not be liable for costs which exceed the estimated Project cost stated in this section of this Agreement~~

3. Except as stated in section B(2), above, GOVERNMENTAL BODY agrees to complete the Project and to be responsible for all costs in excess of the estimated Project cost.

43. In the event that all responsive bids exceed the estimated Project cost, the DEPARTMENT and the GOVERNMENTAL BODY shall meet within thirty (30) days of the bid opening date to review Part 5 of this Agreement to achieve a buildable Project. If the parties cannot agree to amend Part 5 of this Agreement, either party may terminate this Agreement upon written notice to the other.

C. Project Schedule. The Project shall be commenced by GOVERNMENTAL BODY within 30 days of the date it takes ownership of the Real Estate and shall be completed no later than fifteen (15) months from the Agreement Date ~~Agreement Date~~.

D. Project Management. GOVERNMENTAL BODY shall manage the Project. However, it agrees to cooperate with and allow on-site visits and provide Project records and related documents to any DEPARTMENT representative if the DEPARTMENT later determines that it will monitor the bidding and/or construction process.

E. Additional Agreements

1. This Agreement is the second of three agreements (not including the memorandum of understanding (MOU) executed between the parties on December 20, 2012) to be executed between GOVERNMENTAL BODY and the DEPARTMENT pertaining to the Station. The MOU and the first agreement between the parties are limited to the acquisition of the Real Estate. This Agreement is the second agreement and is limited to advance site preparation demolition and/or removal of real and personal property currently located on the Real Estate as described in Section 5.A.23 above. Additional site preparation demolition work may be needed during the future construction phase of the Station improvement process, which will be addressed in the third agreement between the parties to be entered into at a date following the date of this Agreement. The third agreement will include, but not be limited to, additional funding, Station construction, and Station operation and maintenance, ~~provided however, that the third agreement shall be contingent upon the GOVERNMENTAL BODY's purchase of the Real Estate.~~ The parties agree to diligently and in good faith negotiate and execute the third agreement.

2. ~~Unless otherwise agreed by the parties in writing, if GOVERNMENTAL BODY purchases the Real Estate in accordance with the first agreement and either (i) the third agreement is not executed within one year after the Agreement Date, or (ii) this Agreement is terminated in accordance with Sections 2.C, 4.C, or otherwise, or (iii) the DEPARTMENT reduces the scope of this full project significantly enough to not provide GOVERNMENTAL BODY with a fully restored (interior and exterior) property, GOVERNMENTAL BODY shall notify the DEPARTMENT immediately and disposition of the Real Estate shall be in accordance with 49 C.F.R. Sec 18.31 and 18.32 and the provisions of the Uniform Act (as defined in Section 5.G).~~

F. Maintenance and Utilities of Station. This Agreement is limited to the site preparation demolition and/or removal of real and personal property currently located on the Real Estate as described in Section 5.A.23. The station facility shall remain open and in use during the site preparation demolition described herein throughout the term of the Agreement. The GOVERNMENTAL BODY agrees to provide and be financially responsible for all utilities, maintenance, and insurance necessary for the Real Estate for the term of this Agreement. The DEPARTMENT agrees that rail passenger service shall continue to be provided in and to Lincoln at the same level or greater throughout any term of any agreement in which the GOVERNMENTAL BODY is required, pursuant to this project, to be financially responsible for all utilities, maintenance, and insurance of the Real Estate. Notwithstanding any provisions of this Agreement, if rail passenger service is ever discontinued in or to Lincoln, the DEPARTMENT agrees that the GOVERNMENTAL BODY shall be the sole and complete owner of the Real Estate with no further obligation to the DEPARTMENT or any other agency.

G. Relocation and Land Acquisition. The parties agree that the acquisition of Real Estate shall be governed by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. sec. 4601, et.seq.; and U.S. DOT regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24 (collectively the "Uniform Act"). GOVERNMENTAL BODY agrees to comply with all applicable State of Illinois relocation and land acquisition laws and regulations.

H. ARRA Requirements. If the improvements stated in this Agreement are funded in part through the American Recovery and Reinvestment Act of 2009 (ARRA), certain certification and records and other requirements must be met. DEPARTMENT agrees to comply with the ARRA requirements attached hereto as Exhibit A, including all reporting requirements.

I. Miscellaneous Provisions

1. No Third Party Beneficiaries. The parties agree that this Agreement is solely for the benefit of the parties and nothing herein contained is intended to create any third party beneficiary right for any contractors, subcontractors or third parties.

2. Entire Agreement. This Agreement constitutes the entire agreement between the parties. All prior discussions and understandings concerning such scope and subject matter are superseded by this Agreement.

3. Exhibits. All exhibits and documents referenced in this Agreement are hereby incorporated as part of said Agreement.

4. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited by or invalid under the laws of any jurisdiction, such provision, as to such jurisdiction, shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement in any other jurisdiction.

5. No Waiver. No failure or delay of any party in exercising any power or right under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, preclude any other or further exercise thereof or the exercise of any other right or power.

6. Time is of the essence.

7. This Agreement shall not be effective unless it has been authorized by the city council for the City of Lincoln.

PART 6

INTENTIONALLY DELETED

PART 7

AGREEMENT AWARD NOTIFICATION

REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds? Yes No

Amount of Federal funds: \$300,000~~250,000~~300,000

Federal Project Number: FR-HSR-0015-11-01-02

Name of Project: Chicago – St. Louis Corridor High Speed Rail Project

CFDA Number*, Federal Agency, Program Title: 20.319, Federal Railroad Administration

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

**ANNUAL CERTIFICATION FOR COMPLIANCE WITH FEDERAL
OMB-CIRCULAR A-133**

NOTICE

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If OMB Circular A-133 applies to your organization, submit the certification or a copy of your OMB A-133 single audit must be submitted to the department at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO THE DEPARTMENT WILL RESULT IN THE SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.

In accordance with OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, such non-federal entities that expend \$500,000 or more in federal awards in a year are required to have a single audit performed in accordance with OMB Circular A-133. The Illinois Department of Transportation (IDOT) is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by IDOT. It is the responsibility of the agencies expending federal funds to comply with the requirements of OMB Circular A-133 and determine whether they are required to have a single audit performed.

In order to comply with this requirement, your agency must provide the following information to the department on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended \$500,000 (or the current OMB Circular A-133 qualifying amount) or more in federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed in accordance with OMB Circular A-133 and submit a copy of the report to the department within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.

This is an annual requirement for every year in which you expended funds for this project.

2. If your agency did not expend \$500,000 (or the current OMB Circular A-133 qualifying amount) or more in federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for project costs and were not required to conduct a single audit, you must complete and return the certification statement.

This is an annual requirement for every year in which you expended funds for this project.

3. If your agency receives multiple awards from the department, only one annual submittal of this information is required.

Please submit a copy of your OMB Circular A-133 single audit or the Single Audit Not Required Certification to:

Illinois Department of Transportation
Audit Section, Rm. 303
2300 South Dirksen Parkway
Springfield, IL 62764

Attn: Samuel Frioli

The single audit must be comprised of four parts. You have the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with OMB Circular A-133.

Additional information which should be submitted:

1. Corrective Action Plan(s), if applicable.
2. Management Letter, if applicable.
3. Status of Prior Year Findings, if applicable.

For your convenience, you may also submit the information via email to Samuel Frioli at Samuel.Frioli@illinois.gov or via fax at 217/782-5634. If you have any questions, please contact Samuel Frioli at 217/782-5717 or Lori Beeler at 217/558-5075.

NOTICE

- **Do not submit this certification to the department with your signed contract.**
- This certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If OMB Circular A-133 applies to your organization, this certification or a copy of your OMB A-133 single audit must be submitted to the department at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

Single Audit Not Required Certification

I certify that _____ did not expend \$500,000 or more in federal awards in our fiscal year _____ and was not required to have a single audit conducted.

(Signature)

(Title)

Subrecipient Contact Information

Subrecipient: _____

Contact Person: _____

Title: _____

Address: _____

Phone No. _____

Fax No. _____

Fiscal Year End: _____

Email address: _____

EXHIBIT A
ARRA REQUIREMENTS

Authority of the U.S. Comptroller General. Section 902 of ARRA requires that each contract awarded using ARRA funds allow the U.S. Comptroller General and his representatives to:

1. Examine, copy, and/or audit any records of GOVERNMENTAL BODY or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
2. Interview any officer or employee of GOVERNMENTAL BODY or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Authorized representatives of IDOT, FRA, and U.S. DOT shall have the same rights afforded to the Comptroller General and his representatives under Section 902 of ARRA. Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of ARRA with respect to the Agreement, which is funded with funds made available under ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General. In connection with audit and inspection activities, GOVERNMENTAL BODY shall provide authorized representatives of department, FRA, U.S. DOT, and the U.S. Comptroller General 1) access to GOVERNMENTAL BODY's facilities and to contract work and/or deliverables in progress and 2) adequate and appropriate workspace. GOVERNMENTAL BODY shall include the provisions of this clause in every material subcontract (e.g., exceeding \$100,000) entered into by GOVERNMENTAL BODY solely in connection with the Project after the date of the execution and delivery of the Agreement, as well as a provision requiring all subcontractors to include these provisions in any lower tier subcontracts.

Authority of the Inspector General. Section 1515(a) of ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on the Project. GOVERNMENTAL BODY is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of GOVERNMENTAL BODY, its subcontractors or other firms working on the Project. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Inspector General.

Employment Report. In addition to any other reporting required by the Agreement, GOVERNMENTAL BODY shall provide to DEPARTMENT an employment summary for all employees working on the Project from the Agreement execution date to the last full pay period each month for the duration of the Agreement. The report may include but is not limited to:

1. Total number of employees.
2. The total hours worked.
3. Total payroll.

The report shall be completed by GOVERNMENTAL BODY. GOVERNMENTAL BODY shall also report for each subcontractor. Employee hours worked from home office or other off-site office hours worked related directly to this Agreement shall be included. Engineering consulting firms performing construction layout and material testing for GOVERNMENTAL BODY shall also be included. Hours worked for material suppliers, services provided by purchase orders, IDOT employees or consulting firms performing inspection or testing for the DEPARTMENT shall not be included in the report. GOVERNMENTAL BODY will supply the requested employment information for its own labor force and its subcontractors as part of the monthly billing process in accordance with its existing bill process procedures. Subcontractor employment information will be reported once the subcontractor's bill has been approved for payment by GOVERNMENTAL BODY. The report shall contain all hours worked under the Agreement from the start of the month to the last full pay period each month. The report shall be submitted electronically by accessing DEPARTMENT'S website (<http://www.dot.il.gov/stimulus/index.html>). Any costs associated with complying with this provision shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

Section 1512 Report. In addition to any other reporting required by the Agreement, GOVERNMENTAL BODY shall provide to DEPARTMENT a quarterly report in accordance with Section 1512(c) of ARRA. The report shall contain the following information:

1. The total amount of ARRA funds received from DEPARTMENT;
2. The amount of ARRA funds received that were expended or obligated to projects or activities;
3. The data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of management and Budget; and
4. A detailed list of all project or activities for which ARRA funds from DEPARTMENT were expended or obligated, including
 - a. The name of the project or activity;
 - b. A description of the project or activity;
 - c. An evaluation of the completion status of the project or activity; and
 - d. An estimate of the number of Full Time Equivalent-jobs working on the project or activity.

Registration. GOVERNMENTAL BODY shall comply with the requirements of Section 1512(h) of ARRA, whereby GOVERNMENTAL BODY maintains a Dun and Bradstreet Data Universal Numbering System (DUNS) Number and a current registration in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which it has active federal awards funded with ARRA funds.

Prohibited Activities. GOVERNMENTAL BODY agrees that in no event shall proceeds of the Funds be used for any casino or other gaming establishment, aquarium, zoo, golf course or swimming pool.

Violations of Law. GOVERNMENTAL BODY shall report to the U.S. DOT Inspector General or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. §§ 3729 et seq., or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

Whistleblower Protections. DEPARTMENT and GOVERNMENTAL BODY shall comply with the State, local government, and contractor whistleblower protections of ARRA Section 1553.

Integrity. GOVERNMENTAL BODY agrees that all data it submits to DEPARTMENT in compliance with ARRA requirements will be accurate, objective, and of the highest integrity.

REQUEST TO PERMIT

RECEIVED

AUG 28 2014

CITY CLERK
LINCOLN, ILLINOIS

DATE: 8/28/14

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

Railsplitter Antique Auto Club in conjunction w/
Route 66 Heritage Foundation of Logan Co. to close or partially
close the one block section of First St. along the side of the Mill
during the Sept 13 Car Show from Noon-5pm.
Request also for Tropics sign at the event.

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. *On file from Railsplitter Antique Auto Club. update will be provided.*
- 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: Bob Wilmert (Mill-732-8600) Dave Dunham (Car Club 737-5378)

Address: Mail Address: 738 S. Washington.

Phone: _____ Cell: _____

Email: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/10/2014

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).

RECEIVED

AUG 28 2014

PRODUCER
P/L/R Insurance Services, Bloomington
1242 E. Empire
Bloomington IL 61701

CITY CLERK
LINCOLN, ILLINOIS

INSURED
Lincoln Rail Splitters Antique Auto Club, Inc
1721 1400th Ave
Lincoln IL 62656

CONTACT NAME: John Lawrence
PHONE (A/C No. Ext): (309) 827-0007
FAX (A/C No.): (309) 827-0001
E-MAIL ADDRESS: jlawrence@plrinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Indiana Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES**CERTIFICATE NUMBER: 14-15****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			02-CE-131429-9	4/1/2014	4/1/2015	EACH OCCURRENCE	\$ 1,000,000
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							\$
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTIONS							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

John Lawrence/JOHN