

**AGENDA**  
**CITY OF LINCOLN**  
**REGULAR COMMITTEE OF THE WHOLE MEETING**  
**February 25, 2014**  
**7:00 P.M.**

1. Call to Order
2. Fifth Street Road update
3. Capital Improvement Plan update
4. Unified Organizations Committee update
5. Impound Ordinance/Code Hearing Ordinance
6. Snow removal ordinance
7. IMET Resolution
8. PARC Grant – Apex site
9. Abraham Lincoln Memorial Hospital easement
10. Amendment to definition of independent trailer coach or mobile home
11. High Speed Rail design plans
12. Other discussion - *Sound System Recorder*  
- *The Beginning Workshop - Feb 2014*
13. Executive Session  
Personnel, Land Acquisition
14. Adjournment
15. Upcoming Meetings:  
Council: Monday, March 3, 2014 7:00pm  
Committee of Whole: Tuesday, March 11, 2014 7:00pm

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



## STREET PROJECTS

HEATER SCARIFICATION & MICROSURFACING (-----)

Oakhill Dr

Broadwell Dr

Wyatt Ave Sherman - Kickapoo

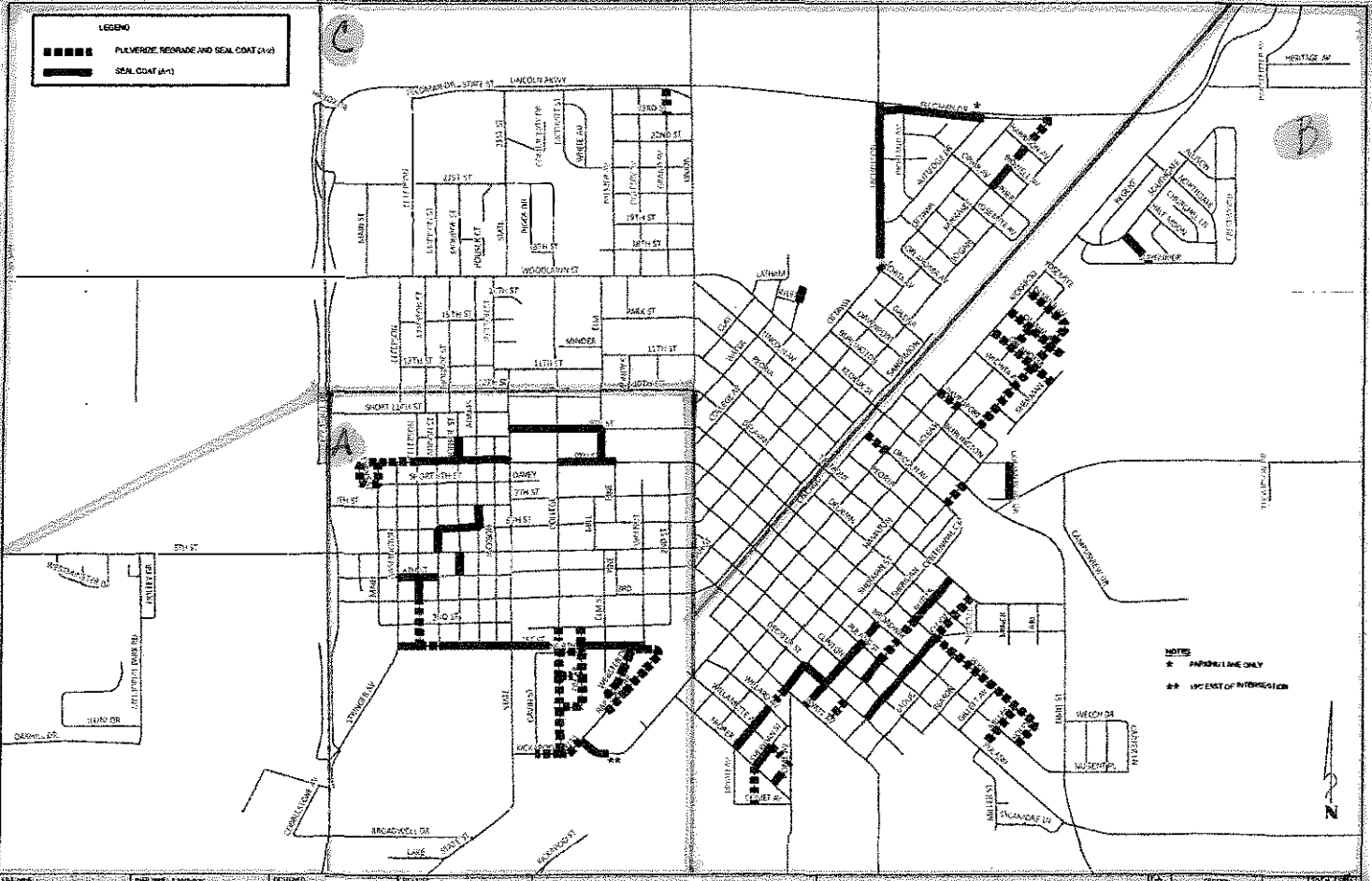
Clinton St Beason - Chicago / Sangamon - Logan

Logan St Keokuk - Wichita

Union St 11<sup>th</sup> - Woodlawn

Railsplitter Ave

Heritage Ave



**LEGEND**  
 ■■■■■ PULVERISE, REGRADE AND SEAL COAT (1/2)  
 ■■■■■ SEAL COAT (1/4)

**NOTES**  
 \* PAVED IN LINE ONLY  
 \*\* VICINITY OF INTERSECTION

PREPARED BY: [Name] CHECKED BY: [Name] DATE: [Date]		DESIGNED BY: [Name] CHECKED BY: [Name] DATE: [Date]		REVISIONS: 1. [Description] 2. [Description]		<b>CITY OF LINCOLN</b>		<b>SEALCOAT PROGRAM</b>		SHEET NO. [Number] OF [Total] SHEETS	SCALE: [Scale] DATE: [Date]	CONTRACT NO. [Number]
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## STREET PROJECTS

### PULVERIZE, REGRADE & SEAL COAT (- - - -)

#### Area A:

8 <sup>th</sup> St	West of Jefferson
Evans	
Main St	North of Short 8 <sup>th</sup>
Jefferson St	1 <sup>st</sup> – 3 <sup>rd</sup>
1 <sup>st</sup> St	Jefferson – Madison
College St	1 <sup>st</sup> – W Kickapoo
North St	College – Oscar
Oscar St	
Webster Dr	
Railroad Ave	
Elm St	West of Kickapoo
Kickapoo St	West of College

#### Area B:

Williamette Ave	Sheridan – Home Ave
Sunset Dr	
Sherman St	Willard – Wyatt / Lincoln Ave - Keokuk
Sheridan St	Wyatt – Decatur
Butler St	Wyatt – Decatur / Pulaski – Pekin
Elliott St	Pekin - Tremont
Pekin St	Elliott – Foley
Foley St	
Miller St	
Lincoln Ave	Kickapoo – Chicago
Davenport St	McLean – Kickapoo
Hamilton St	North of Davenport
Oklahoma Ave	
Omaha Ave	
Denver Ave	

#### Area C:

Grand Ave	23 <sup>rd</sup> – Feldman
Kankakee St	North of Harrison

## STREET PROJECTS

SEAL COAT (—)

### Area A:

8<sup>th</sup> St            Jefferson – State / College St – Pine  
Monroe St      8<sup>th</sup> – 10<sup>th</sup> / 4<sup>th</sup> – 5<sup>th</sup>  
9<sup>th</sup> St            State – Elm  
Elm St           8<sup>th</sup> – 9<sup>th</sup>  
1<sup>st</sup> St            Oscar – Walnut / College St – Washington  
Kickapoo St    SW end  
Jefferson St    3<sup>rd</sup> – 4<sup>th</sup>  
4<sup>th</sup> St            Madison – Washington  
Madison St     5<sup>th</sup> – 6<sup>th</sup>  
6<sup>th</sup> St            Adams – Madison  
Adams St       6<sup>th</sup> – 7<sup>th</sup>

### Area B:

Sherman St     Frorer – Decatur  
Sheridan St    Frorer – Williamette / Wyatt – Broadway  
Butler St       Frorer – Williamette / Clinton – Tremont  
Decatur St     Sheridan – Sherman  
Elliott St       Decatur – Tremont  
Commercial Dr  
Bond St

### Area C:

Hennepin       North of Inlet  
Nicholson Rd  
Feldman Dr     Nicholson – Rutledge  
Kankakee St    Ophir - Harrison

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AND AUTHORIZING  
EXECUTION OF A SECOND AMENDED AND RESTATED DECLARATION OF TRUST

WHEREAS, the City of Lincoln desires to participate in the joint investment of certain of its funds in accordance with the Constitution and laws of the State of Illinois (the “*State*”); and

WHEREAS, pursuant to a Declaration of Trust, dated as of September 1, 1995 (the “*Original Declaration*”), certain municipal treasurers entered into an agreement establishing the Illinois Metropolitan Investment Fund (the “*Fund*”), for the purpose of combining their respective available investment funds so as to enhance the investment opportunities available to them and increase the investment earnings accruing to the benefit of the respective municipalities on behalf of which they acted; and

WHEREAS, over the years many other public agencies, entities and pools and associations comprised of public agencies, entities and pools have become parties to the Original Declaration; and

WHEREAS, the Original Declaration was amended and restated by adoption of that certain Second Amended and Restated Declaration of Trust, dated as of January 20, 2012 (the Original Declaration, as amended by the Second Amended and Restated Declaration of Trust, hereinafter referred to as the “*Declaration of Trust*”); and

WHEREAS, the authority for the participants in the Fund (the “*Participants*”) to jointly invest their funds comes from the following sources:

- Section 10 of Article VII of the State provides, among other things, that the State shall encourage intergovernmental cooperation and use its technical and financial resources to assist intergovernmental activities among its units of local government; and
- The Intergovernmental Cooperation Act, as amended (the “*Cooperation Act*”), provides a statutory framework that supplements the constitutional grant of intergovernmental cooperation powers found in said Section 10 of Article VII; and
- Section 3 of the Cooperation Act provides that “[a]ny power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of [the] State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of [the] State ... except where specifically and expressly prohibited by law”; and
- Section 5 of the Cooperation Act provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, *provided* that such contract shall be authorized by the governing body of each party of the contract and shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and
- Section 1-1-5 of Illinois Municipal Code, as amended (*the “Municipal Code”*), provides, among other things, that the corporate authorities of each municipality may exercise jointly, with one or more other municipal corporations or governmental subdivisions or districts, all of the powers set forth in the Municipal Code; and

- Section 3.1-35-50(d) of the Municipal Code provides, among other things, the following:

(d) Notwithstanding any other provision of this Act or any other law, each official custodian of municipal funds, including, without limitation, each municipal treasurer or finance director or each person properly designated as the official custodian for municipal funds, including, without limitation, each person properly designated as official custodian for funds held by an intergovernmental risk management entity, self-insurance pool, waste management agency, or other intergovernmental entity composed solely of participating municipalities, is permitted to:

(i) combine moneys from more than one fund of a single municipality, risk management entity, self-insurance pool, or other intergovernmental entity composed solely or participating municipalities for the purpose of investing such moneys; and

(ii) join with any other official custodians or treasurers of municipal, intergovernmental risk management entity, self-insurance pool, waste management agency, or other intergovernmental entity composed solely of participating municipalities for the purpose of jointly investing the funds of which the official custodians or treasurers have custody; and

(iii) enter into agreements of any definite or indefinite term regarding the redeposit, investment, or withdrawal of municipal, risk management entity, self-insurance pool, waste management agency or other intergovernmental entity funds.

When funds are combined for investment purposes as authorized in this Section, the moneys combined for those purposes shall be accounted for separately in all respects, and the earnings from such investments shall be separately and individually computed, recorded, and credited to the fund, municipality, intergovernmental risk management entity, self-insurance pool, waste management agency, or other intergovernmental entity, as the case may be, for which the investment was acquired.

Joint investments shall be made only in investments authorized by law for investment of municipal funds. The grant of authority contained in this subsection is cumulative, supplemental, and in addition to all other power or authority granted by any other law and shall not be construed as a limitation of any power and authority otherwise granted.

- Section 12 of the Local Government Debt Reform Act, as amended by Public Act 96-0964, effective July 2, 2010, provides that “a governing body may authorize and upon such authorization the treasurer of any governmental unit may ... join with treasurers of other governmental units for the purpose of jointly investing the funds of which the treasurer has custody.”

WHEREAS, the Fund's assets can only be invested in instruments authorized by the Public Investment Act, as amended; and

WHEREAS, no entity shall become a Participant in the Fund unless and until such entity, including the Entity, has adopted and authorized the Declaration of Trust; and

WHEREAS, the Participants anticipate that other Eligible Members (as such term is defined in the Declaration of Trust) may wish from time to time to become Participants; and

WHEREAS, the Entity deems it necessary and in the best interests of the Entity to participate in the Fund by having the Entity become a Participant:

**NOW, THEREFORE, BE AND IT HEREBY IS RESOLVED, BY THE CITY OF LINCOLN, IN THE EXERCISE OF ITS POWERS, AS FOLLOWS:**

1. The preambles to this Resolution are hereby found and determined to be true, correct and complete and are hereby incorporated into the text of this Resolution by this reference as set out herein at length.
2. The Declaration of Trust is attached hereto and by this reference incorporated herein and made a part hereof, and is hereby adopted, authorized and approved in all respects; and the Entity is hereby authorized to become an additional Participant of the Fund.
3. The Presiding Officer and Entity Secretary or Clerk and other officers or employees of the Entity are hereby empowered and directed to execute and deliver all documents, certificates and other instruments necessary to further the intent and purpose of this Resolution.
4. All resolutions or motions in conflict herewith are hereby superseded to the extent of such conflict, and that this Resolution shall be in full force and effect forthwith upon its adoption.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2014

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
(MAYOR)

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
(CITY CLERK)

[Seal]

**ACCEPTANCE AND APPROVAL OF  
SECOND AMENDED AND RESTATED DECLARATION OF TRUST  
DATED AS OF JANUARY 20, 2012 (THE "TRUST")**

The undersigned, having been authorized by Resolution Number \_\_\_\_\_, adopted by the City of Lincoln, on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, to become an additional Participant of the Illinois Metropolitan Investment Fund (the "*Fund*"), hereby approves and accepts the Trust and agrees to be bound by its terms with respect to the Fund.

\_\_\_\_\_  
(MAYOR)

ATTEST:

\_\_\_\_\_  
(CITY CLERK)

(Entity Seal)

Dated as of \_\_\_\_\_, 2014

**PARC-3 RESOLUTION OF AUTHORIZATION**

1. Project Sponsor: City of Lincoln

2. Project Title: Area for Enrichment & eXercise (APEX) @ City Center

The City of Lincoln hereby certifies and acknowledges that it has 100% of the funds  
(local project sponsor)

necessary to complete the pending PARC project within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois DNR indoor or outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

ALL Projects

It is understood that the project should be completed within the timeframe established in the project agreement and the Final Billing reimbursement request must be submitted within one year of the expiration date. Failure to do so will result in the Project Sponsor forfeiting all project reimbursements, and relieves DNR from further payment obligations on the grant.

The City of Lincoln further acknowledges and certifies that it will comply with  
(local project sponsor)

all terms, conditions and regulations of 1) the Park and Recreational Facility Construction Grant Program (PARC) (17 IL Adm. Code 3070) 2) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et. seq.), as applicable, 3) the Illinois Human Rights Act (775 ILCS 5/1-101 et.seq.), 4) Title VI of the Civil Rights Act of 1964, (P.L. 83-352), 5) the Age Discrimination Act of 1975 (P.L. 94-135), 6) the Civil Rights Restoration Act of 1988, (P.L. 100-259) and 7) the Americans with Disabilities Act of 1990 (PL 101-336); and will maintain the project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility, cease any farming operations, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property acquired with PARC assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public indoor or outdoor recreation purposes in accordance with the PARC programs and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR.

BE IT FURTHER PROVIDED that the City of Lincoln certifies to the best of its knowledge that the information provided within the attached application is true and correct.

This Resolution of Authorization has been duly discussed and adopted by the City of Lincoln at a legal  
(local project sponsor)  
meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Authorized Signature and Title)

ATTESTED BY:

\_\_\_\_\_  
(Name and Title)

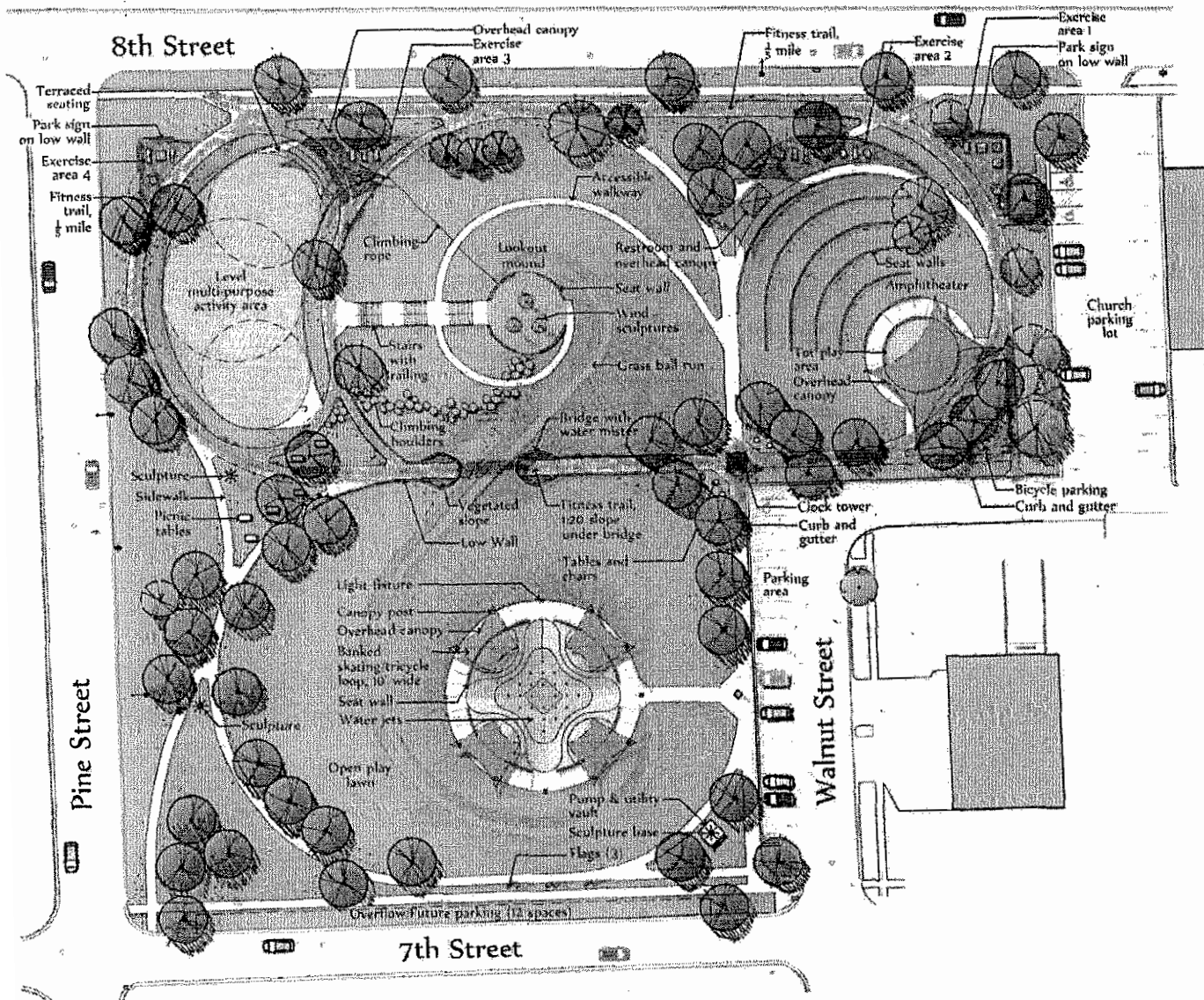
# APEX - Area for Personal Enrichment and eXercise at City Center

## Budget Estimate

2/24/2014

Description	Unit	Quantity	Unit Price	Ext. Price
<b>Earthwork, Drainage and Utilities</b>				
Finish Grading	lump sum	-	-	\$ 15,000.00
Drainage System - culverts, pipes, inlets	lump sum	-	-	\$ 15,000.00
Water and Electrical Service	lump sum	-	-	\$ 15,000.00
<b>Earthwork, Drainage and Utilities Total</b>				<b>\$ 45,000.00</b>
<b>Pavements and Structures</b>				
Parking Pavement (asphalt)	sq. ft.	4370	\$ 5.00	\$ 21,850.00
Pavement Striping	lump sum	-	-	\$ 2,000.00
Concrete Sidewalks	sq. ft.	12580	\$ 6.50	\$ 81,770.00
Unit Pavers	sq. ft.	3340	\$ 18.00	\$ 60,120.00
Flush Concrete Borders (restrain pavers)	linear ft.	275	\$ 15.00	\$ 4,125.00
Overhead Fabric Canopy	each	2	\$ 15,000.00	\$ 30,000.00
Exercise Fitness Equipment	lump sum	-	-	\$ 30,000.00
Clock Tower	each	1	\$ 25,000.00	\$ 25,000.00
Seat Walls	linear ft.	80	\$ 150.00	\$ 12,000.00
<b>Pavements and Structures Total</b>				<b>\$ 266,865.00</b>
<b>Site Elements</b>				
Drinking Fountain and Utility Hydrant	each	1	\$ 6,000.00	\$ 6,000.00
Park Sign	each	2	\$ 5,000.00	\$ 10,000.00
Bollards	each	3	\$ 1,000.00	\$ 3,000.00
Benches	each	5	\$ 1,000.00	\$ 5,000.00
Trash Receptacles	each	2	\$ 1,000.00	\$ 2,000.00
Site Lighting	lump sum	-	-	\$ 50,000.00
Bicycle Racks	each	7	\$ 500.00	\$ 3,500.00
<b>Site Elements Total</b>				<b>\$ 79,500.00</b>
<b>Plant Material and Seeding</b>				
Canopy Trees	each	25	\$ 400.00	\$ 10,000.00
Lawn Turf Seeding	acre	1.5	\$ 4,000.00	\$ 6,000.00
<b>Plant Material and Seeding Total</b>				<b>\$ 16,000.00</b>
<b>Construction Sub-Total</b>				<b>\$ 407,365.00</b>
<b>Contingency (15%)</b>				<b>\$ 61,104.75</b>
<b>Construction Total</b>				<b>\$ 468,469.75</b>
<b>Design Phase Services (10%)</b>				<b>\$ 46,846.98</b>
<b>Total Budget Estimate</b>				<b>\$ 515,316.73</b>

Massie Massie & Associates



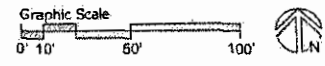
# Concept Plan

APEX @ City Center

City of Lincoln, Illinois  
January 26, 2012

Massie & Massie  
Associates

Prairie  
Engineers  
OF ILLINOIS, P.C.



Return to:

Prairie Engineers of Illinois, P.C.

Attn: Darren E. Forgy

628 Broadway St.

Lincoln, IL 62656

### **SANITARY SEWER EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that **ABRAHAM LINCOLN MEMORIAL HOSPITAL**, an Illinois not-for-profit corporation, (hereinafter "Grantor"), in consideration of one Dollars (\$1.00) and other good and valuable consideration paid by the **CITY OF LINCOLN, ILLINOIS**, an Illinois municipal corporation, (hereinafter "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, TRANSFER and CONVEY unto said Grantee, its successors and assigns, a permanent easement for the purpose of laying, constructing, reconstructing, removing, replacing, renewing, maintaining, repairing, operating and protecting an underground sanitary sewer, together with the necessary facilities incident to the construction, operation and maintenance of said sanitary sewer on, over, through, across and under the following-described property owned by Grantor in Logan County, Illinois, two-it:

An easement located in the Northeast Quarter of the Southeast Quarter of Section 26 and in the Southeast Quarter of the Southeast Quarter of Section 26, Township 20 North, Range 3 West of the Third Principal Meridian, Logan County, Illinois, more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of the Southeast Quarter of Section 26, Township 20 North, Range 3 West of the Third Principal Meridian; thence South 01 degrees 06 minutes 45 seconds East along the West line of the Northeast Quarter of the Southeast Quarter of Section 26, a distance of 1,239.34 feet to the Point of Beginning; thence North 88 degrees 53 minutes 15 seconds East, 15.00 feet; thence South 01 degree 06 minutes 45 seconds East, 83.52 feet; thence South 01 degree 02 minutes 13 seconds East, 474.07 feet to a point on the curved North line of Lot 3 of the Abraham Lincoln Memorial Hospital Subdivision of Tract 2, having a radius of 435.00 feet, the center of circle of curve bears North 73 degrees 52 minutes 23 seconds East; thence along the curved North line of Lot 3 a distance of 21.11 feet through a central angle of 02 degrees 46 minutes 52 seconds and having a chord bearing North 14 degrees 44 minutes 12 seconds East for a distance of 21.11 feet; thence South 88 degrees 57 minutes 47 seconds West along the North line of Lot 3, a distance of 10.00 feet to the West line of the Southeast Quarter of the Southeast Quarter of Section 26; thence North 01 degree 02 minutes 13 seconds West along the West line of the Southeast Quarter of the Southeast Quarter of Section 26, a distance of 453.45 feet to the Northwest corner of the Southeast Quarter of the Southeast Quarter of Section 26; thence North 01 degree 06 minutes 45 seconds West along the West line of the Northeast Quarter of the Southeast Quarter of Section 26, a distance of 83.51 feet to the Point of Beginning, containing 0.186 acres, more or less.

Part of Tax Identification No.: \_\_\_\_\_  
Common Address: \_\_\_\_\_

A plat of said easement is attached hereto as *Exhibit A*.

Together with the perpetual right of ingress and egress at all times over and upon said premises necessary for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

It is expressly covenanted and agreed between Grantor and Grantee herein, and as covenants running with the land described above, and binding upon the personal representatives and assigns as follows:

1. No permanent building or structure shall be constructed by the Grantor, its personal representatives and assigns on said permanent easement without the express written consent of Grantee; provided, however, that Grantor, its personal representatives and assigns may use said strip of ground for driveway or street improvements or dedications, parking area, fence or lawn improvements and other public utility uses and equipment, pipes, poles, wires and other fixtures, as long as such use does not prevent or unreasonably interfere with the uses and purposes of this easement, or access by the Grantee for the aforesaid uses and purposes. In the event that driveway, street improvements or parking improvements are constructed by the Grantor or its personal representatives and assigns on said permanent easement, the Grantee agrees that if said driveway, street improvements, parking improvements or landscaping are moved, disturbed or damaged by Grantee as a result of the grant of said permanent easement or any work done pursuant thereto, it will restore said driveway, street improvements, landscaping or parking area as nearly as possible to its condition immediately prior to such removal, disturbance or damage, at the expense of the Grantee.

2. Said sewer and all facilities in connection therewith shall be installed and maintained at Grantee's sole risk and expense, in workmanlike manner, and Grantee shall indemnify, defend and hold Grantor, its officers, employees, successors and assigns, harmless from and against any and all liability, loss demands, liens, damages, penalty, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred by Grantor in connection therewith) and for any and all loss of life, injury to persons or damage to property arising out of Grantee's operation of, activities on, or use of the sewer easement, except such as may directly result from the negligence, actions or omissions of the Grantor.

3. The Grantee acknowledges that the above-said easement is a non-exclusive easement and that Grantor may grant other easements to other parties for public utility purposes in, over, across, through and under said easement area, unless doing so interferes with the Grantee's use and enjoyment of this easement.

4. By recording of this Sanitary Sewer Easement by Grantee, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its President, this \_\_\_\_\_ day of February, 2014.

**ABRAHAM LINCOLN MEMORIAL HOSPITAL**

By: \_\_\_\_\_  
Dolan C. Dalpoas, President

STATE OF ILLINOIS  
COUNTY OF LOGAN

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Dolan C. Da poas, of ABRAHAM LINCOLN MEMORIAL HOSPITAL, and Illinois not-for-profit corporation, personally known to me to be the President of said not-for-profit corporation, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the aforesaid instrument as his free and voluntary act and as the free and voluntary act and deed of the aforesaid not-for-profit corporation, for the uses and purposes therein set forth, being duly authorized thereunto.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of February, 2014.

\_\_\_\_\_  
Notary Pub ic

ACCEPTED BY:

CITY OF LINCOLN, ILLINOIS

By: \_\_\_\_\_  
Is Authorized Representative

Date: February \_\_\_\_\_, 2014

STATE OF ILLINOIS  
COUNTY OF LOGAN

The foregoing instrument was acknowledged before me, this \_\_\_\_\_ day February, 2014.

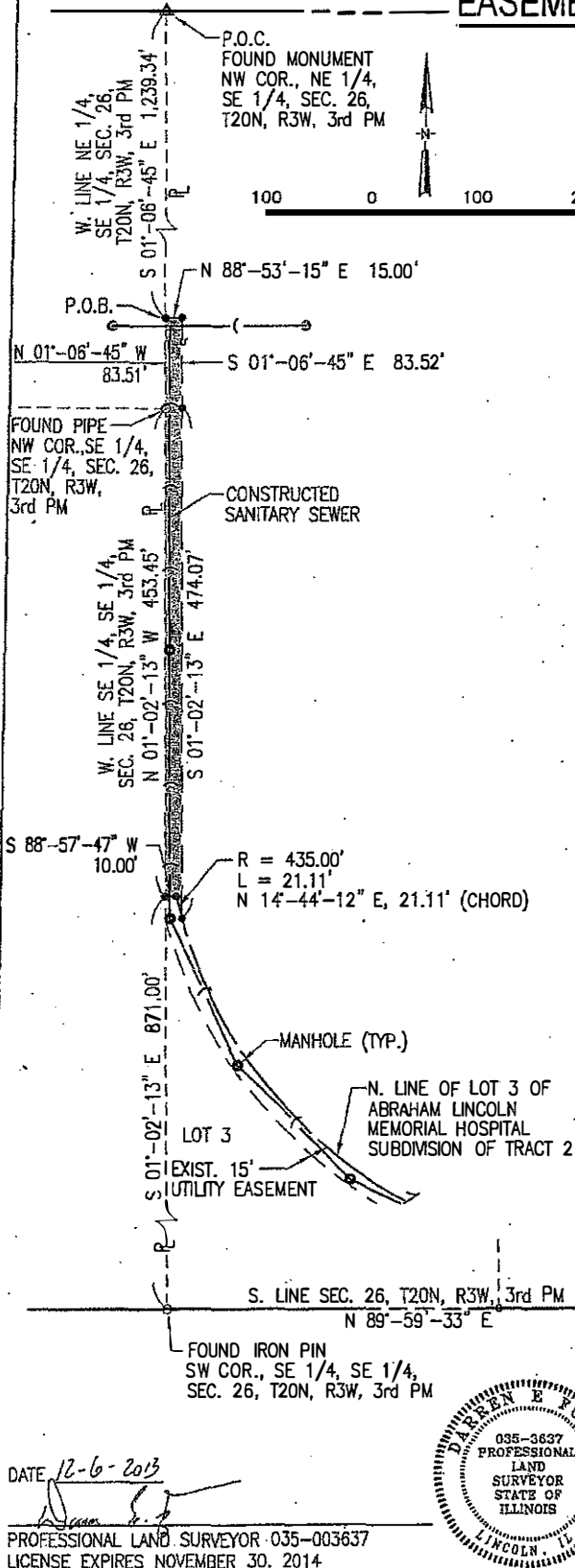
\_\_\_\_\_  
Notary Pub ic

EXHIBIT A

DEC 06, 2013 4:04 PM BBRGNM  
 E:\JOBS\RECURRING CLIENTS\ALMH\17L1301 ALMH SANITARY SEWER EXTENSION\CAD\PLAT\V-501\_PLAT.DWG

EASEMENT PLAT

ORDERED BY: ABRAHAM MEMORIAL HOSPITAL



EASEMENT DESCRIPTION

An easement located in the Northeast Quarter of the Southeast Quarter of Section 26 and in the Southeast Quarter of the Southeast Quarter of Section 26, Township 20 North, Range 3 West of the Third Principal Meridian, Logan County, Illinois, more particularly described as follows:

Commencing at the northwest corner of the Northeast Quarter of the Southeast Quarter of Section 26, Township 20 North, Range 3 West of the Third Principal Meridian; thence South 01 degree 06 minutes 45 seconds East along the west line of the Northeast Quarter of the Southeast Quarter of Section 26, a distance of 1,239.34 feet to the Point of Beginning; thence North 88 degrees 53 minutes 15 seconds East, 15.00 feet; thence South 01 degree 06 minutes 45 seconds East, 83.52 feet; thence South 01 degree 02 minutes 13 seconds East, 474.07 feet to a point on the curved north line of Lot 3 of the Abraham Lincoln Memorial Hospital Subdivision of Tract 2, having a radius of 435.00 feet, the center of circle of curve bears North 73 degrees 52 minutes 23 seconds East; thence along the curved north line of Lot 3 a distance of 21.11 feet through a central angle of 02 degrees 46 minutes 52 seconds and having a chord bearing North 14 degrees 44 minutes 12 seconds East for a distance of 21.11 feet; thence South 88 degrees 57 minutes 47 seconds West along the north line of Lot 3, a distance of 10.00 feet to the west line of the Southeast Quarter of the Southeast Quarter of Section 26; thence North 01 degree 02 minutes 13 seconds West along the west line of the Southeast Quarter of the Southeast Quarter of Section 26, a distance of 453.45 feet to the northwest corner of the Southeast Quarter of the Southeast Quarter of Section 26; thence North 01 degree 06 minutes 45 seconds West along the west line of the Northeast Quarter of the Southeast Quarter of Section 26, a distance of 83.51 feet to the Point of Beginning, containing 0.186 acres, more or less.

REFERENCES

- PLAT OF SURVEY CREATING TRACT 2 BY DARREN E. FORGY, I.P.L.S. LICENSE NO. 035-3637, DATED APRIL 4, 2011.
- FINAL PLAT OF ABRAHAM LINCOLN MEMORIAL HOSPITAL SUBDIVISION OF TRACT 2 BY DARREN E. FORGY, I.P.L.S. LICENSE NO. 035-3637, DATED JULY 24, 2013.
- REFERENCE FINAL PLAT ARTHUR'S PARK SUBDIVISION, BY RICHARD TONELLATO, DATED AUGUST 19, 2004. DOCUMENT NO. 0032932.

LEGEND

- FOUND IRON PIN
- SET 3/8" REBAR/CAP
- △ FOUND DOT BRASS DISK
- EXISTING PROPERTY LINE
- EXISTING RIGHT-OF-WAY LINE
- PROPOSED SECTION LINE
- PROPOSED EASEMENT

DATE 12-6-2013

PROFESSIONAL LAND SURVEYOR 035-003637  
 LICENSE EXPIRES NOVEMBER 30, 2014



I, DARREN E. FORGY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF ILLINOIS, THAT THE FIELD WORK FOR THIS SURVEY WAS COMPLETED ON JUNE 2006 AND UPDATED ON JULY 8, 2013, THAT THE BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH OF THE ILLINOIS STATE PLANE COORDINATE SYSTEM, AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

PEI PROJECT NO.	17L1301	SURVEYED BY	ELC	8/2013
DRAWING DATE	12/06/2013	REDUCED BY	ELC	8/2013
FILENAME	V-501_PLAT.dwg	DRAWN BY	BJB	12/06/13
DRAWING SCALE	1" = 100'	CHECKED BY	DEF	12/06/13

**Prairie Engineers of Illinois, P.C.**  
 628 Broadway St.  
 Lincoln, IL 62656  
 (217) 651-8017  
 www.prairieengineers.com  
 professional design firm no. 184-005965  
 © Copyright Prairie Engineers of Illinois, P.C. 2013

## RESOLUTION

THIS RESOLUTION is made and adopted by the City Council of the CITY OF LINCOLN, Logan County, Illinois, WITNESSETH:

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

WHEREAS, the City Council of the CITY OF LINCOLN, Illinois, has retained the law firm of WOODS & BATES to provide certain legal services to the CITY OF LINCOLN; and,

WHEREAS, the ABRAHAM LINCOLN MEMORIAL HOSPITAL has also retained the law firm of WOODS & BATES to provide certain legal services to ALMH; and,

WHEREAS, WILLIAM B. BATES of WOODS & BATES is a member of the Board of Directors of ABRAHAM LINCOLN MEMORIAL HOSPITAL; and,

WHEREAS, the CITY OF LINCOLN has requested that WOODS & BATES represent the CITY OF LINCOLN on a Sanitary Sewer Easement over real estate owned by ABRAHAM LINCOLN MEMORIAL HOSPITAL; and,

WHEREAS, the representation of the CITY OF LINCOLN by WOODS & BATES with respect to said Sanitary Sewer Easement would create apparent and/or actual conflicts of interest with both WOODS & BATES' representation of ABRAHAM LINCOLN MEMORIAL HOSPITAL and WILLIAM B. BATES' status as an ABRAHAM LINCOLN MEMORIAL HOSPITAL Board Member; and,

WHEREAS, ABRAHAM LINCOLN MEMORIAL HOSPITAL has retained independent Counsel to represent them with respect to the said Sanitary

Sewer Easement, WOODS & BATES does not represent ABRAHAM LINCOLN MEMORIAL HOSPITAL with respect to the same, and ABRAHAM LINCOLN MEMORIAL HOSPITAL has agreed to waive any and all conflicts with respect to the proposed representation arrangement; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the CITY OF LINCOLN, Logan County, Illinois, as follows:

1. That the City Council of the CITY OF LINCOLN acknowledges that WOODS & BATES have provided them with notice of the above listed apparent and/or actual conflicts of interest and hereby waives any and all conflicts of interest that may exist by WOODS & BATES representing the CITY OF LINCOLN with respect to a Sanitary Sewer Easement over real estate owned by ABRAHAM LINCOLN MEMORIAL HOSPITAL.

2. That this Resolution shall become effective on the date passed by the City Council.

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

Alderman Anderson	_____	Alderman Tibbs	_____
Alderman Bauer	_____	Alderman Carmitchel	_____
Alderman Hoinacki	_____	Alderman O' Donohue	_____
Alderman Horn	_____	Alderman 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

AC NOWLEDGMENT AND WAIVER OF CONFLICT BY  
ABRAHAM LINCOLN MEMORIAL HOSPITAL,

BY: \_\_\_\_\_  
Dolan Dalpoas, President and CEO  
Abraham Lincoln Memorial Hospital

# MEMORANDUM

**TO: Mayor Keith Snyder and Members of the City Council**

**FROM: John R. Lebegue, Building and Safety Official**

**DATE: February 24, 2014**

**RE: Proposed amendment to Section 10-1-3, Definitions of the City Code amending the definition of independent trailer coach or independent mobile home to allow the parking of non-motorized recreational travel trailers in a mobile home or trailer coach park.**

The Plan Commission was asked by the Lincoln Terrace Manufactured Home Community to consider an amendment to Section 10-1-3, Definitions, of the City Code to amend the definition of Independent Trailer Coach or Independent Mobile Home to allow the parking of non-motorized recreational travel trailers in a mobile home or trailer coach park. It was recently discovered that the Lincoln Terrace Manufactured Home Community, located at 707 Feldman Drive, was allowing recreational travel trailers to occupy spaces in the mobile home park, which is specifically prohibited by the following current City Code language:

## **10-1-3, Definitions:**

**Independent Trailer Coach or Independent Mobile Home: Any enclosure or vehicle used for living, sleeping, business or storage purposes on a foundation or wheels which is, has been, or reasonably may be equipped with wheels or other devices for transporting if from place to place, whether by motive power or other means, suitable for year round occupancy, and containing both facilities and self-contained toilet. This definition is not intended to include travel trailers or camper buses.**

According to information submitted by the Lincoln Terrace Manufactured Home Community, they have vacant lots in the mobile home park and by allowing non-motorized recreational travel trailers to occupy a space, they will be better able fill the vacant spaces, generating more revenue for the mobile home park and the City of Lincoln. Allowing the parking of non-motorized recreational travel trailers in the mobile home park would also accommodate the short term housing demands of workers completing projects in the area by allowing the workers to park their travel trailers in the mobile home park while they are working on the projects.

## **STAFF OBSERVATIONS AND RECOMMENDATION**

In the opinion of staff, should the Plan Commission consider amending the definition of Independent Trailer Coach or Independent Mobile Home to allow the parking of non-motorized recreational travel trailers in a mobile home park, then the trailer must be fully self-contained, with permanent water, sewer, electric and gas hookups, be properly anchored and possess the

approved skirting, as required by other current sections of the City Code. Staff further concludes that the parking of camper buses, which are motorized recreational vehicles, should continue to be prohibited from parking in a mobile home park, as there exist parks for those types of vehicles in the near proximity and they are not representative of a trailer.

### **PLAN COMMISSION ACTION**

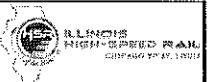
At the February 20, 2014 meeting, the Plan Commission considered the petition of the Lincoln Terrace Manufactured Home Community to consider an amendment to Section 10-1-3, Definitions, of the City Code, to amend the definition of Independent Trailer Coach or Independent Mobile Home to allow the parking of non-motorized, recreational travel trailers in a mobile home or trailer coach park. Upon consideration of the petition, the members of Plan Commission found the request to amend Section 10-1-3, Definitions of the City Code to be reasonable and by a unanimous vote, recommended that the definition of Independent Trailer Coach or Independent Mobile Home be amended to allow the parking of non-motorized, recreational travel trailers in a mobile home or trailer coach park. The members of the Plan Commission concurred with the opinion of staff in regard to the continued prohibition of the parking of motorized recreational vehicles/camper buses and that language will remain in Section 10-1-3.

**MULLER+MULLER**  
architects  
775 N. BRANCAVICH  
CHICAGO, IL 60642  
T: 312.421.1180  
F: 312.421.1148  
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BRINCKERHOFF**  
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F: 314.421.1741  
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HIGH-SPEED RAIL  
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SELECTIVE  
DEMOLITION  
PACKAGE**

101 NORTH CHICAGO STREET  
LINCOLN, ILLINOIS



**PRELIMINARY REVIEW  
NOT FOR CONSTRUCTION**

08/25/13 PRELIMINARY REVIEW

NO DATE ISSUED FOR

SHEET TITLE  
**DEMOLITION SCOPE  
PLANS**

DRAWN: KK/ES	SHEET NO.
CHECKED: LW	<b>A 1.0</b>
APPROVED: LW	
208 NO. 10, 10, 13	

WOOD DECK  
TO BE REMOVED  
GROSS AREA = +/- 830 sq.ft.

PREP ROOM TO BE REMOVED  
(ROOF TO REMAIN)  
GROSS AREA = +/- 280 sq.ft.

RAILCARS AND ADDITIONS  
TO BE REMOVED  
GROSS AREA = +/- 6,640 sq.ft.

AREA OF WORK

PREP ROOM TO BE REMOVED  
(ROOF TO REMAIN)  
GROSS AREA = +/- 175 sq.ft.

EXISTING AMTRAK SHELTER  
TO REMAIN  
GROSS AREA = +/- 230 sq.ft.

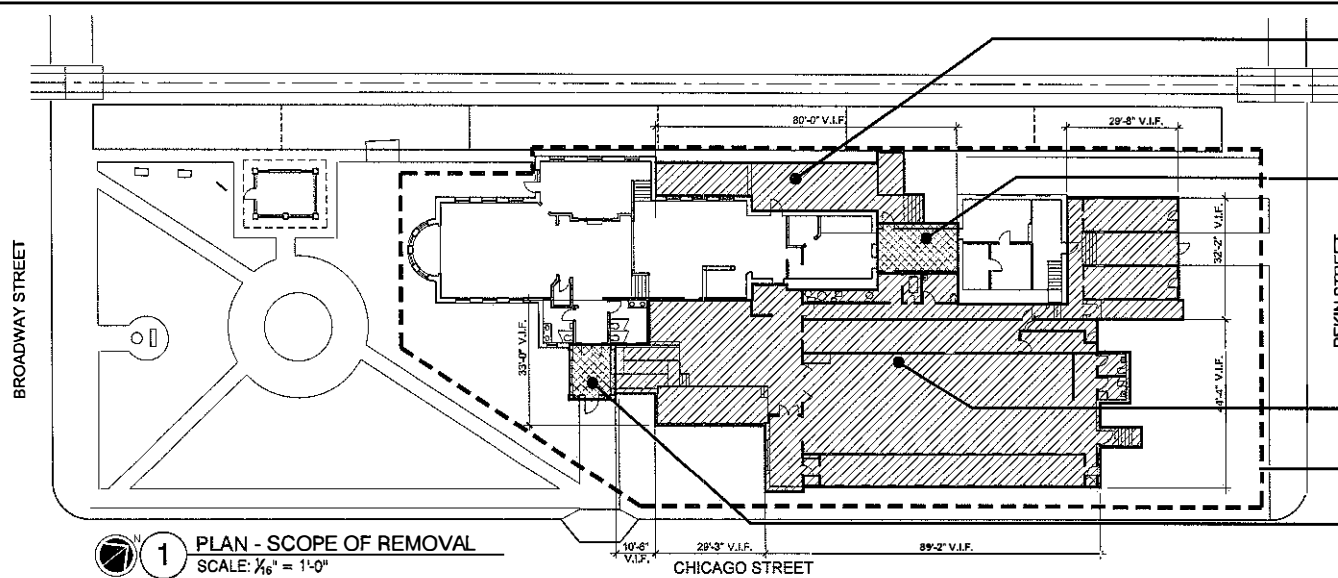
EXISTING PASSENGER  
PLATFORM TO REMAIN

ROOF AND OVERHANG  
TO REMAIN  
GROSS AREA = +/- 280 sq.ft.

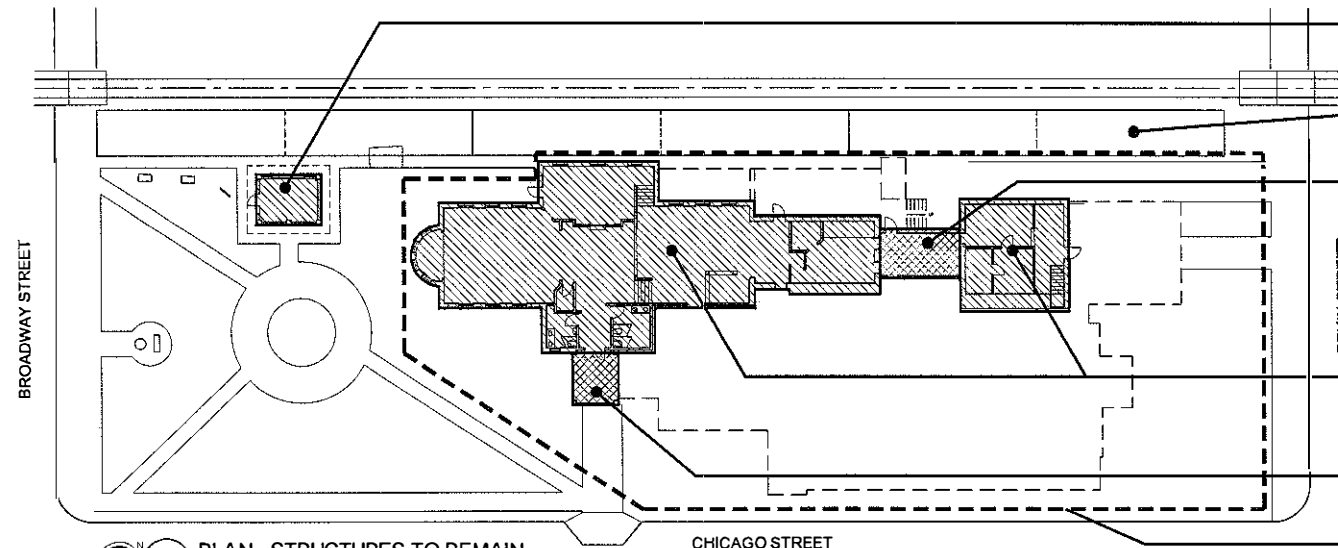
HISTORIC DEPOT BUILDINGS  
TO REMAIN  
GROSS AREA = +/- 4,880 sq.ft.

ROOF AND OVERHANG  
TO REMAIN  
GROSS AREA = +/- 175 sq.ft.

AREA OF WORK



**1** PLAN - SCOPE OF REMOVAL  
SCALE: 1/8" = 1'-0"



**2** PLAN - STRUCTURES TO REMAIN  
SCALE: 1/8" = 1'-0"

As you aware, we are having issues with our recorder/sound system. The recorder was serviced immediately after a meeting when a clicking noise was heard while the meeting was being taped. The serviceman cleaned the heads of the recorder and the noise went away. At our next Council meeting the noise returned. After speaking with Alderman O'Donohue last week, he advised me to place another call to Thompson Electronics Company. Paul Adams, Alderman Tibbs and I met with Carl Howell, service rep, in which he gave three different estimates which included replacement of the recorder. He also gave additional information for an updated wire & wireless system. Since 2012, we have had over \$1,300 in repairs to our current system. I am asking the Council for your ideas as to what we should do to replace the current sound system or replace the recording device which is no longer viable. In regard to the sound system, it is unclear whether the problems we are having are the result of our equipment or the Comcast equipment. In either case, we need a working recording device for recording minutes of meetings.

Vendor Name	Obligat'n Description	Stg Date	Posted	Amount	Check
2280 THOMPSON ELECTRONICS COMPANY	66622 GRDS/BLDG. REP/MAINT-BLDG.	08/31/12	08/07/12 Recon	520.00	5753
THOMPSON ELECTRONICS COMPANY	70922 CAP. PROJ.-COUNCIL CHAMBERS	10/31/13	10/08/13 Recon	460.00	7764
THOMPSON ELECTRONICS COMPANY	72210 BLDG/GRDS-REPAIR SOUND EQUIP.	02/19/14	02/19/14 Paid	340.00	8366
2280 THOMPSON ELECTRONICS COMPANY	*** Vendor Total ***			1,320.00	
*** Report Total ***				1,320.00	

Tuesday, February 25, 2014

To: Lincoln City Council  
From: Detective/Sergeant Paul Adams  
Ref: Sound System

Sorry I am not able to attend the meeting tonight due to a scheduling conflict with my son's basketball. I wanted to pass on some information about a new system.

As discussed with Carl Howell from Thompson Electronics Company, you currently have a sound system that is 20+ years old and the city has definitely gotten their money's worth out of the system. It is an aging system and we can continue pouring money into something that is barely working with feedback issues, etc. From what I understand the audio on the televised sessions is also less than desired, but that could be either the city equipment or the television equipment.

You have two parts to purchase. One is the audio amplification/conference system and the other is the recording hardware to record the audio.

The conference system utilizes the microphones installed at each desk. The room currently requires 21 microphones, but could require more in the future. Currently you have a wired conference system so there is movement of desks or portability of microphones. A wired system can also get expensive in long-term costs to add, remove, or even replace the wiring associated. A new wired system can cost between \$20,000 to \$25,000.

I have been asked by several to price a wireless system. There are a couple microphone companies with great history in wireless conference systems and for a 25 microphone system it can cost between \$40,000 and \$50,000 for the equipment depending on features. Wireless is easy to set up. Wireless can be moved to different locations easily and can even be rented out. Repair is as simple as replacing the microphone head, so most repairs can be handled internally without outside labor costs.

The second component would be a recording system. Thompson Electric has a solution for a SD type card system that can be networked for around \$1000. There is a high-end software package that can integrate with the conference systems for about \$2500. Both have simple audio inputs that can integrate with most any system, even the current conference system.

Best regards,  
Paul Adams

## Susan Gehlbach

---

**From:** Carl Howell [cah@thompsonet.com]  
**Sent:** Monday, February 24, 2014 11:47 AM  
**To:** Susan Gehlbach  
**Subject:** RE: Sound System

Hi Susan,

As we discussed:

Wireless conferencing system option: price-\$40k-\$50k estimate

Pros-Wireless- better audio quality than you have now, voting capability (optional), control over individual microphones, use system in any room, add additional stations with no installation of new cable etc. If a unit goes bad, easy to remove and send in- easy to reinstall when repaired, con reconfigure room easily, less chance for failure due to no physical wire, can rent system out for additional revenue.

Cons: more expensive

Wired conferencing system option:\$20k-\$25k estimate

Pros-less expensive, better audio quality than you have now, voting capability (optional), control over individual microphones.

Cons: need to install physical wiring, no flexibility on usage or placement, when repair needed, more difficult to remove and reinstall, chances for cable failure, only use in room that has system installed

SD card Recorder: \$700-\$1000 installed

This unit can record audio to a removable SD card. This card will have the meeting recorded in an MP3 format and can be transferred to a PC for editing, burning to a cd, emailed, stored on your server, or put on website for others to access and playback.

Please feel free to call or email me with any questions.

Thank you,

**Carl A. Howell CTS-D, DMC-D, ISF-C**

Thompson Electronics Company

Audiovisual Design Engineer

905 S. Bosch Road

Peoria, IL 61607

Voice 309.633.1510

Fax 309.697.3337


E-mail [cah@thompsonet.com](mailto:cah@thompsonet.com)

Website [www.thompsonet.com](http://www.thompsonet.com)

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 Think before you print.

Carl

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 Think before you print.

Carl

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**From:** Susan Gehlbach [mailto:[sgehlbach@cityoflincoln-il.gov](mailto:sgehlbach@cityoflincoln-il.gov)]  
**Sent:** Thursday, February 20, 2014 10:53 AM  
**To:** [cah@thompsonet.com](mailto:cah@thompsonet.com)  
**Subject:** Sound System

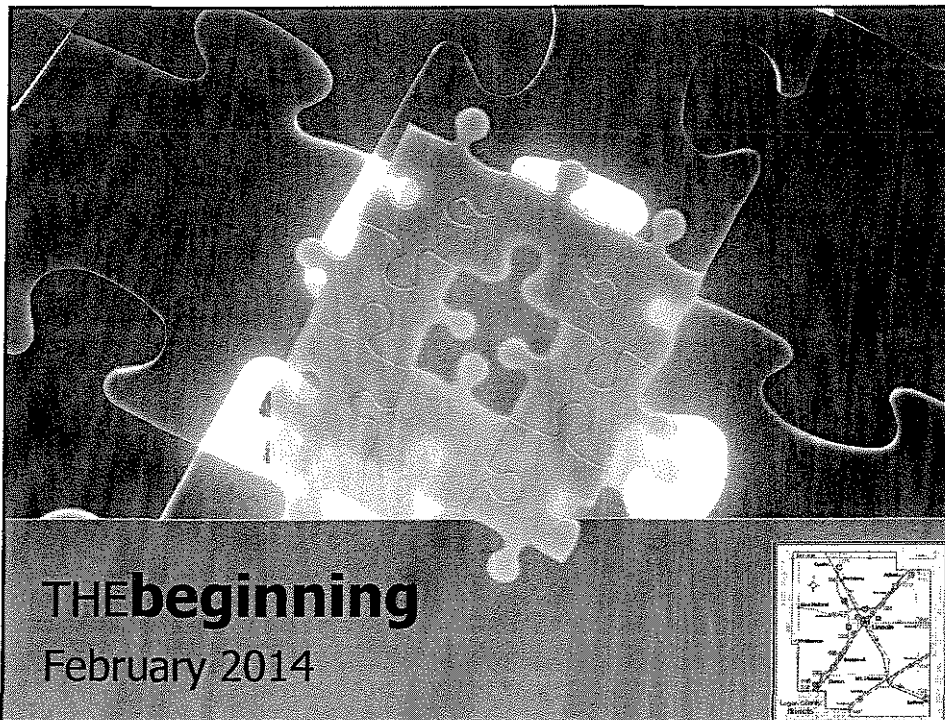
Hi Carl,

Thank you so much for stopping by yesterday. We appreciate all the information you gave us. Please send information to the following email addresses.

[sgehlbach@cityoflincoln-il.gov](mailto:sgehlbach@cityoflincoln-il.gov) (Susan Gehlbach, City Clerk)  
[padams@lincolnpolice.us](mailto:padams@lincolnpolice.us) (Paul Adams, Lincoln Police Detective)  
[jtibbs@cityoflincoln-il.gov](mailto:jtibbs@cityoflincoln-il.gov) (Jonie Tibbs, Alderman Ward 3)

Thanks again!

*Susan Gehlbach  
City of Lincoln - City Clerk  
700 Broadway, P.O. Box 509  
Lincoln, IL 62656  
Ph: 217-735-2815  
Fax: 217-732-2145*



## THEbeginning

February 2014

## The Purpose of Our Workshop

- Begin to clarify a common vision for the vitality of Lincoln/Logan County community
- Identify opportunities for alignment, synergy and potential redundancy in programs & services
- Explore ideas for streamlining resources
- Identify all the voices for collaborative model

**Those involved so far:**  
Community Focus Group  
Business Owners  
County Board  
City of Lincoln  
LLCD Partnership  
Chamber of Commerce  
Tourism Bureau  
MainStreet

## Focus Group

*Your customers are your best advisors.  
They'll tell you what you are doing right,  
what you're doing wrong and what it is  
they want you to change, if anything.  
But you have to ask them first.*

- Seth Godin

## Focus Group Results

"If we were sitting here 5 years from today,  
what would make us happy about our progress."

- Vibrant downtown (more boutique retail, more businesses, better atmosphere, street scenes – support for new & existing businesses)
  - Clear signage around community for out-of-towners
- A clear, common brand for the community (clear identity, well articulated, creates pride, esteem & unity)
- Leveraging our assets (new museum, convenient location, using our facilities to host – 'heads in beds')
  - Well advertised events outside the community
- We have job opportunities that can support family (\$25K - \$30K incomes)
- Colleges are here, thriving & growing
  - Mentorship programs between college / businesses
- Education systems are collaborating & leveraging each other's resources – have a consistent plan (school, activities, vocation)
- Better working relationship with County/City – a sense of community
- More medium- income & accessible housing available
- Less bureaucracy / more collaboration
- Technology – more competition between providers

## Today vs. Tomorrow

<u>Today</u>	→	<u>Tomorrow</u>
<ul style="list-style-type: none"> <li>▪ Fumbling</li> <li>▪ Complacent</li> <li>▪ Potential</li> <li>▪ Stagnant</li> <li>▪ Hopeful</li> <li>▪ Introspective</li> <li>▪ Have/have not</li> <li>▪ Comfortable</li> <li>▪ Struggling</li> <li>▪ Segmented</li> <li>▪ Separated</li> <li>▪ Desperate</li> </ul>		<ul style="list-style-type: none"> <li>▪ Alive!</li> <li>▪ Thriving</li> <li>▪ Employed</li> <li>▪ Destination</li> <li>▪ Imaginative</li> <li>▪ Desirable</li> <li>▪ Engaged</li> <li>▪ Affordable</li> <li>▪ Open</li> <li>▪ Youthful</li> <li>▪ United</li> <li>▪ Leadership</li> <li>▪ Capable/Willing</li> <li>▪ Welcoming</li> <li>▪ Safe</li> </ul>

## What We Heard

<u>Today</u>	<u>What prevents us from getting there?</u>	<u>Tomorrow</u>
<ul style="list-style-type: none"> <li>▪ Fumbling</li> <li>▪ Complacent</li> <li>▪ Potential</li> <li>▪ Stagnant</li> <li>▪ Hopeful</li> <li>▪ Introspective</li> <li>▪ Have/have not</li> <li>▪ Comfortable</li> <li>▪ Struggling</li> <li>▪ Segmented</li> <li>▪ Separated</li> <li>▪ Desperate</li> </ul>	<ul style="list-style-type: none"> <li>▪ Silos / territories</li> <li>▪ Great # of population not engaged                             <ul style="list-style-type: none"> <li>▪ Community apathy</li> <li>▪ Complacency</li> <li>▪ Fear of elitism (poverty population)</li> <li>▪ Unclear how to engage</li> <li>▪ Unaware of what they have access to</li> </ul> </li> <li>▪ Talent disenfranchised                             <ul style="list-style-type: none"> <li>▪ Difficult to break-in</li> <li>▪ Not collaborating</li> </ul> </li> <li>▪ Organizations not reaching out to young talent / people                             <ul style="list-style-type: none"> <li>▪ Owners need to bring next generation along</li> </ul> </li> <li>▪ Lack of importance place on issue by people who make decisions</li> <li>▪ Lack of comprehensive profile/data/leadership of the whole community (need think-tank)</li> <li>▪ People serving on too many boards</li> <li>▪ Lack of global awareness/engagement</li> </ul>	<ul style="list-style-type: none"> <li>▪ Alive!</li> <li>▪ Thriving</li> <li>▪ Employed</li> <li>▪ Destination</li> <li>▪ Imaginative</li> <li>▪ Desirable</li> <li>▪ Engaged</li> <li>▪ Affordable</li> <li>▪ Open</li> <li>▪ Youthful</li> <li>▪ United</li> <li>▪ Leadership</li> <li>▪ Capable/Willing</li> <li>▪ Welcoming</li> <li>▪ Safe</li> </ul>

## What We Heard

### Today

- Fumbling
- Complacent
- Potential
- Stagnant
- Hopeful
- Introspective
- Have/have not
- Comfortable
- Struggling
- Segmented
- Separated
- Desperate

### Critical Success Factors

- Clear lines of communication
- Common vision
- Aligned goals/strategy
- Collaboration & partnership with focused priorities
- Strong leadership
- Funding mechanism
- Inventory of our assets (then leverage)
  - Comprehensive picture
  - Includes talent pool
- Community buy-in
- Community participation & engagement
- Knowledge transfer
  - Generations learn from & respect each other
  - A model to facilitate that

### Tomorrow

- Alive!
- Thriving
- Employed
- Destination
- Imaginative
- Desirable
- Engaged
- Affordable
- Open
- Youthful
- United
- Leadership
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- Safe

## We know...

### We Know...

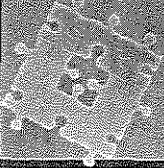
- We are centrally located in Illinois with traffic opportunities
- We have a decreasing/aging population
- We have opportunities to educate our next generation with 3 higher-education institutions

### We Also Know....

- We share a common vision & this is a collaborative effort
- There will be a complete summary of our work
- This has not been done in over 20 years (if ever)

### We Understand....

- Change can be weird and scary
- Folks could feel this might be a waste of time
- Residents might be concerned there are hidden agendas
- Organizations or leaders might feel they could lose power / control



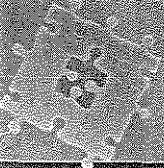
## Working Together

**We Know Collaborating will ...**

- Ensure we have a bigger vision!
- Be for the betterment of the community & citizens.
- Will create greater accountability with a higher chance of realizing results.
- Bring a new & fresh attitude

**We Also Know ...**

- We are just at the very beginning
- We need more voices
- We had to start somewhere
- We need your help.



## Our Work

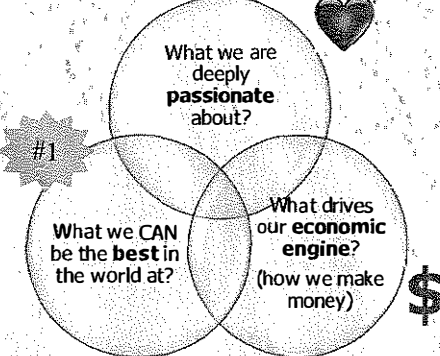
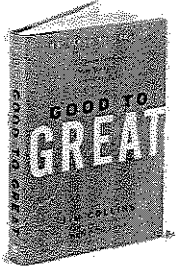
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Alive! ~ Thriving ~ Employed ~ Destination ~ Imaginative

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- Leveraging our assets
  - Well advertised events outside the community
- We have job opportunities that can support family (\$25K - \$30K incomes)
- Colleges are here, thriving & growing
- Education systems are collaborating & leveraging each other's resources – have a consistent plan (school, activities, vocation)
- Better working relationship with County/City – a sense of community


## We Spent Time Focusing

Organizations should only do what they 1) can be great at, 2) can make money at and 3) have a passion for doing.



## First Steps to Focus On

Get More People Involved  
Collaborate & Coordinate  
Share Our Stories, Share Our Successes, Help Each Other with Challenges



March April May June July Aug Sept Oct Nov Dec Jan

- Events: List Complete [Tourism]
- Brand: Launch Initiative [Tourism]
- Downtown: Plan Filled Out [City]
- Events: New Calendar [Tourism]



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) Delineation of responsibilities for the acquisition of real estate for the purpose of constructing a new passenger rail station in Lincoln, Illinois to be used for the provision of rail passenger service on the Illinois high speed rail route from Chicago to St. Louis.			
Compensation Method (full details specified in Part 6) Reimbursement	Travel Expense <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Agreement Term From: <del>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.</del>
Total Compensation Amount	Travel Amount \$0	Advance Pay <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	To:

Deleted: 15 months commencing  
Deleted: last date of

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
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FOR THE DEPARTMENT:

Joseph Shacter, Director, Division of Public and Intermodal Transportation	Michael A. Forti, Chief Counsel (Approved as to form)	Date
--	---	------

Date: _____	Tony Small, Director, Office of Finance and Administration	Date	Deleted: Acting
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Ann L. Schneider, Secretary of Transportation	Date
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INTERGOVERNMENTAL AGREEMENT

FOR

ACQUISITION OF REAL ESTATE FOR CONSTRUCTION OF NEW 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

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

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 6.
- 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.

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**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, 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 the Department under this Agreement shall cease immediately upon the occurrence of (1), (2) or (3) above, without penalty or payment beyond costs that the Governmental Body has already incurred in accordance with this Agreement.

Deleted: up to a maximum amount of \$10,000.00

**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.

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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 the rates established in Part 6. All non-labor costs, if allowable, shall be listed and itemized as provided in Part 6.

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 and Part 6 herein. Except for the work described otherwise stated 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. Except as otherwise stated in Section 5(B) herein, 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 days of 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) of 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 upon written notice to GOVERNMENTAL BODY if the specific Real Estate described in Section 5.A of this Agreement is not acquired by the GOVERNMENTAL BODY in accordance with the terms of this Agreement. All obligations assumed by the DEPARTMENT under this Agreement shall cease immediately

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Deleted: Additionally, the DEPARTMENT may terminate the Agreement by giving 30 days written notice.
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upon the termination of this Agreement, without penalty or payment beyond costs that the GOVERNMENTAL BODY has already incurred in accordance with this Agreement.

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**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.** GOVERNMENTAL BODY shall be the sole owner of all Real Estate acquired as a result of this Agreement.

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**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) 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 liable for the actions or inactions of DEPARTMENT, it employees, and 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).

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**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 the acquisition and ownership of Real Estate (as defined in Section 5.A.2 below) necessary to construct a passenger rail station (Station) located in Lincoln, Illinois (Project) to 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 parking lot and platforms. The common address of the real property to be acquired by GOVERNMENTAL BODY per this Agreement 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. The GOVERNMENTAL BODY agrees to acquire and is responsible for the acquisition of the Real Estate. However, all final decisions regarding the acquisition cost of the Real Estate shall be the responsibility of the DEPARTMENT. A DEPARTMENT – selected consultant ("Consultant") shall act on behalf of the GOVERNMENTAL BODY during the acquisition process. Among other things, the Consultant will assist in negotiations with the owner(s) of the Real Estate to be acquired and ensure that the Uniform Act (as defined in Part 5.G) has been followed. The Consultant's fees are not subject to and will not be paid from this Agreement. The DEPARTMENT reserves the right to change, add and/or eliminate the Consultant, as needed, during the Term of this Agreement.

4. The GOVERNMENTAL BODY shall acquire and own the Real Estate in its name. GOVERNMENTAL BODY shall not complete the closing for the Real Estate until DEPARTMENT's National Environmental Policy Act (NEPA) process is complete. Unless otherwise stated in Part 5(E) (2), upon ownership and 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. GOVERNMENTAL BODY shall not demolish all or any portion of the Real Estate without prior written agreement by the DEPARTMENT.

5. DEPARTMENT shall reimburse GOVERNMENTAL BODY for the associated Real Estate acquisition costs as set forth in Part 6 of this Agreement and in accordance with Part 4 of this Agreement. GOVERNMENTAL BODY must provide proof of payment before its costs will be reimbursed by the DEPARTMENT.

**B. Project Cost.**

The total cost of the DEPARTMENT'S Cost Responsibility for the Project including the purchase price of the Real Estate and the associated costs for the Services set forth in Part 6 herein and any Project costs incurred by GOVERNMENTAL BODY since December 20, 2012 in accordance with the MOU (as defined below), shall not exceed \$\_\_\_\_\_. Federal funds shall be utilized in part by the DEPARTMENT to acquire the Real Estate and for the associated Services. The GOVERNMENTAL BODY's contribution to the Project shall be those set forth in Part 6 herein.

**C. Project Schedule.** Except to the extent authorized by the MOU, the Project shall be commenced by GOVERNMENTAL BODY within 30 days after the Agreement Date and shall be completed no later than 15 months after the Agreement Date.

**D. Project Management.** The GOVERNMENTAL BODY, with the assistance of the Consultant, shall manage the Real Estate acquisition services. The DEPARTMENT agrees to confer with the GOVERNMENTAL BODY, participate, provide needed input and otherwise assist the GOVERNMENTAL BODY in acquiring the Real Estate. GOVERNMENTAL BODY agrees to provide access to its offices for meetings, records and other necessary information needed by the Consultant and the DEPARTMENT during the Real Estate acquisition process.

**Dele** : Uniform Relocation Assistance and Real Property Acquisition For Federal And Federally Assisted Programs Act (

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**Comment [djl1]:** The City may lease portions of the station after it is renovated, but not during the term of the Real Estate IGA or the Demolition IGA. Among other things, leasing the station may result in IDOT incurring relocation expenses. The term of this Agreement has been revised in light of the City's concern.

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**Comment [ j12]:** This amount will be inserted before the IGA is executed.

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**E. Additional Agreements.**

1. This Agreement is the first 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 this Agreement are limited to the acquisition of the Real Estate. The second agreement to be entered into at a date following the Agreement Date will address advance demolition and/or removal of real and personal property located on the Real Estate. The third agreement will include, but not be limited to, additional funding, Station construction, and Station operation and maintenance, provided, however, that the second and third agreements shall each provide that the DEPARTMENT's obligations under the second and third agreements shall be contingent upon the GOVERNMENTAL BODY's purchase of the Real Estate as contemplated herein. The parties agree to diligently and in good faith negotiate and execute the second and third agreements.

2. Unless otherwise agreed by the parties in writing, if both the second and third agreements are not executed within one year after the Agreement Date, 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 Part 5.G).

**F. Maintenance and Utilities of Station.** This Agreement is limited to the acquisition of the real property needed for the Station. The GOVERNMENTAL BODY agrees to provide and be financially responsible for all utilities, maintenance, and insurance necessary for the Real Estate acquired through this Agreement until agreement two is executed by the parties.

**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, including but not limited to the MOU.

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.

**Comment [djl3]:** This is in accordance with the Grant terms.

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**Deleted:** , if applicable, but in no instance shall the Real Estate be sold for less than the current fair market value of the Real Estate as determined by a State of Illinois Certified General Real Estate Appraiser, who is approved by the DEPARTMENT, return all proceeds from the sale of the Real Estate, less reasonable closing costs (including reasonable attorneys' fees), shall be returned by GOVERNMENTAL BODY to the DEPARTMENT immediately following within thirty (30) days IMMEDIATELY after the sale. . (GOVERNMENTAL BODY shall also provide to the DEPARTMENT a summary of costs and activities associated with the sale); or ii) maintain ownership of the Real Estate in its name but submit payment to the DEPARTMENT of the Real Estate's current fair market value, as determined by the Uniform Relocation Act, as further defined in subsection G, below. GOVERNMENTAL BODY a State of Illinois Certified General Real Estate Appraiser, who is approved by the DEPARTMENT.

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**PART 6  
DESCRIPTION OF SERVICES**

Description	Work Responsibility	Cost Responsibility
1. Real Estate survey	GOVERNMENTAL BODY	GOVERNMENTAL BODY
2. Appraisal, review appraisal, and appraisal updates (as needed)	DEPARTMENT	DEPARTMENT
3. Closing costs	GOVERNMENTAL BODY	DEPARTMENT
4. Reasonable attorney's fees	GOVERNMENTAL BODY	GOVERNMENTAL BODY
5. Staff administration	GOVERNMENTAL BODY	GOVERNMENTAL BODY
6. Real Estate purchase	GOVERNMENTAL BODY	DEPARTMENT
7. Ownership of Real Estate purchased	GOVERNMENTAL BODY	GOVERNMENTAL BODY
8. Maintenance of real estate until Station construction is complete	GOVERNMENTAL BODY	GOVERNMENTAL BODY
9. Provision of utilities until Station construction is complete	GOVERNMENTAL BODY	GOVERNMENTAL BODY
10. Relocation	GOVERNMENTAL BODY	DEPARTMENT
11. Temporary Financing	GOVERNMENTAL BODY	DEPARTMENT
12. Other real estate acquisition costs deemed reasonable by DEPARTMENT	DEPARTMENT and GOVERNMENTAL BODY	DEPARTMENT
<b>Funding Summary</b>	<b>Cost</b>	
<b>Federal Funding through DEPARTMENT share:</b>	<b>*GOVERNMENTAL BODY'S funding share shall be a combination of contributions from the MOU, this Agreement and the second and third agreements (referenced in Section SE herein).</b>	
<b>Governmental Body share*:</b>		
<b>Total: Not to exceed \$590,000.00</b>		

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~~Comment [djl4]: Pursuant to the FRA, financing costs, including interest, are not reimbursable costs.~~

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PART 7

AGREEMENT AWARD NOTIFICATION

**REQUIRED FOR ALL PROJECTS**

Does this project receive Federal funds?  Yes  No

Amount of Federal funds: \$ 560,500.00

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](mailto: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.