

**CITY OF LINCOLN**  
**REGULAR CITY COUNCIL MEETING**  
**AGENDA**  
**NOVEMBER 7, 2016**

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Public Participation**
5. **Consent Agenda By Omnibus Vote**

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

- A. Payment of Bills
  - B. Approve minutes for the August 1, 2016 Regular City Council Meeting
  - C. Request to permit the placement of a sign by the Lincoln Women's Club on the corner of Pekin and Kickapoo Streets from November 1, 2016 through December 4, 2016 for the purpose of promoting the Tour of Homes
  - D. Request from the Lincoln/Logan County Chamber of Commerce to permit the closing of various streets for the Christmas Parade on Thursday, December 1, 2016 from 5:00 pm until the conclusion of the parade
  - E. Request from Prairie Years, Abe's Carmel Corn and Sir Renna Tea Stores to close N. Kickapoo Street from Broadway to Pekin Streets for the purpose of a block party on Saturday, November 5, 2016 from 9:00 am until 3:00 pm
6. **Ordinances and Resolutions**
    - A. Ordinance authorizing the issuance of \$500,000.00 in General Obligation Bonds, Series 2016
  7. **Bids**
  8. **Reports**
    - A. City Treasurer Annual Report for FY 15/16
  9. **New Business/Communications**
    - A. Approval of request from the Route 66 Scenic Byway for contribution from the City of Lincoln for completion of work at the Mill in an amount not to exceed \$4,755.71
    - B. Approval of lease agreement between the Union Pacific Railroad and the City of Lincoln
    - C. Reports from City officials who attended the Illinois Municipal League Conference in September, 2016
  10. **Announcements**
  11. **Possible Executive Session**
  12. **Adjournment**

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

Minutes of a regular City Council Meeting held in the Council Chambers of City Hall, Lincoln, IL, on Monday, August 1, 2016.

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

City Clerk Mrs. Gehlbach called the roll. There were seven Aldermen present (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Mourning, Alderman Parrott and Alderman Tibbs) and one absent (Alderman Welch). Also present were Street Superintendent Mr. Landers, American Water Mr. Ferguson, Police Chief Adams and Fire Chief Miller (he arrived at 7:03 p.m.). Also present were Mayor Neitzel, City Administrator Mr. Johnson, City Treasurer Mr. Conzo, City Clerk Mrs. Gehlbach, and Recording Secretary Mrs. Riggs.

Mayor Neitzel asked for a moment of silence for the two children killed in the accident at mile marker 138 on Sunday, July 31, 2016. Mayor Neitzel led the Pledge of Allegiance.

**Public Participation:**

Mrs. Wanda Rohlf's felt the minutes are not being transparent by not having more in the minutes about the conversations.

Mrs. Rohlf's asked what the City's limited obligation for the revenue bonds for St. Clara's Manor was. Alderman Bauer said this is just the waiver that is being voted on tonight.

Mr. Allen Shew was present to discuss the alley and the park issues that need to be addressed. He was hoping that they would remain tabled until they can have further discussion. He said that Mrs. Melody Shew has been sick for far too long and thought it might be caused by the sewer issue. He felt the semis might have a problem with maneuvering in the alley with the new design.

Ms. Maggi McMurtrey, Logan County Tourism Bureau Director was present to discuss the happenings during the past three months. She said there was a sub grant to the Library for \$199.00 for their book sale. Financial reports were sent to the Aldermen. The Tourism Bureau was recently recertified.

**Mayor Neitzel called for the Consent Agenda by Omnibus Vote:**

*Payment of Bills*

*Approval of minutes for April 26, 2016 Committee of the Whole Meeting*

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

**Ordinances and Resolutions:**

*Ordinance #2016-854 authorizing the sale of excess personal property*

Alderman Bauer moved to approve Ordinance #2016-854 authorizing the sale of excess personal property of the City of Lincoln and Alderman Horn seconded it. City Clerk Mrs. Gehlbach called the roll call. There were seven ayes (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Mourning, Alderman Parrott and Alderman Tibbs), zero nays and one absent (Alderman Welch); motion carried.

**Bids:**

*Approval of bid from Illinois Civil Contractors, Inc. for the Pekin Street Parking Lot Project in an amount not to exceed \$480,644.70 (tabled 7/18/16) and Motion to rescind vote to reject bid from Illinois Civil Contractors, Inc. (ICCI) for Pekin Street Parking Lot Project (tabled 7/18/16)*

Alderman Tibbs moved to take off the table the Approval of bid from Illinois Civil Contractors, Inc. for the Pekin Street Parking Lot Project in an amount not to exceed \$480,644.70 (tabled 7/18/16) and) and Motion to rescind vote to reject bid from Illinois Civil Contractors, Inc. (ICCI) for Pekin Street Parking Lot Project (tabled 7/18/16) and Alderman Horn seconded it. City Clerk Mrs. Gehlbach called the roll call. There were seven ayes (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Mourning, Alderman Parrott and Alderman Tibbs), zero nays and one absent (Alderman Welch); motion carried.

Alderman Bauer moved to remove from the agenda for further discussion and Alderman Tibbs seconded it. City Clerk Mrs. Gehlbach called the roll call. There were seven ayes (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Mourning, Alderman Parrott and Alderman Tibbs), zero nays and one absent (Alderman Welch); motion carried.

*Approval of bid for the State Street Bridge Replacement Project from Freesen (UCM) in a amount not to exceed \$331,353.86*

Alderman Hoinacki moved to approve the bid for the State Street Bridge Replacement Project from Freesen (UCM) in an amount not to exceed \$331,353.86 and Alderman Mourning seconded it. City Clerk Mrs. Gehlbach called the roll call. There were seven ayes (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Mourning, Alderman Parrott and Alderman Tibbs), zero nays and one absent (Alderman Welch); motion carried.

**Reports:**

There were no Reports to come before the City Council.

**New Business/Communications:**

*Approval of revised funding agreement between the City of Lincoln and the Logan County Tourism Bureau for the period from August 1, 2016 through December 31, 2016*

Alderman Mourning moved to approve the revised funding agreement between the City of Lincoln and the Logan County Tourism Bureau for the period from August 1, 2016 through December 31, 2016. Alderman Bauer seconded it. City Clerk Mrs. Gehlbach called the roll call. There were six ayes (Alderman Bauer, Alderman Hoinacki, Alderman Horn, Alderman Mourning, Alderman Parrott and Alderman Tibbs), one nay (Alderman Hoefle) and one absent (Alderman Welch); motion carried.

*Request to Permit from the Logan County Railsplitting Association for the use of Postville Park from September 16, 2016 through September 19, 2016 and the closing of various streets on September 17, 2016 and September 18, 2016 for the Annual Railsplitting Festival*

Alderman Horn moved to approve the Request to Permit from the Logan County Railsplitting Association for the use of Postville Park from September 16, 2016 through September 19, 2016 and the closing of various streets on September 17, 2016 and September 18, 2016 for the Annual Railsplitting Festival and Alderman Tibbs seconded it. City Clerk Mrs. Gehlbach called the roll call. There were seven ayes (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Mourning, Alderman Parrott and Alderman Tibbs), zero nays and one absent (Alderman Welch); motion carried.

*Approval of contract between the City of Lincoln and Lincoln Community High School for assignment of School Resource Officer for the 2016-2017 school year*

Alderman Tibbs moved to approve contract between the City of Lincoln and Lincoln Community High School for assignment of School Resource Officer for the 2016-2017 school year and Alderman Horn seconded it. City Clerk Mrs. Gehlbach called the roll call. There were seven ayes (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Mourning, Alderman Parrott and Alderman Tibbs), zero nays and one absent (Alderman Welch); motion carried.

*Approval of waiver of Conflict of Interest with St. Clara's Manor for the services of City Attorney Blinn Bates*

Alderman Bauer moved to approve the waiver of Conflict of Interest with St. Clara's Manor for the services of City Attorney Blinn Bates and Alderman Hoinacki seconded it. City Clerk Mrs. Gehlbach called the roll call. There were seven ayes (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Mourning, Alderman Parrott and Alderman Tibbs), zero nays and one absent (Alderman Welch); motion carried.

*Approval of Intergovernmental Agreement with IDOT for Lincoln Depot Station Construction, Amendment #1*

Alderman Bauer moved to approve the Intergovernmental Agreement with IDOT for Lincoln Depot Station Construction, Amendment #1 and Alderman Mourning seconded it. City Clerk Mrs. Gehlbach called the roll call. There were seven ayes (Alderman Bauer, Alderman Hoefle, Alderman Hoinacki, Alderman Horn, Alderman Mourning, Alderman Parrott and Alderman

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

*Approval of contract with R.D. Lawrence for the construction of the Lincoln Depot*

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

Announcements:

There were no Announcements.

Executive Session

There was no Executive Session.

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

The City Council Meeting was adjourned at 7:40 p.m.

Respectfully Submitted By:

Risa Riggs  
Recording Secretary

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Clay T. Johnson, City Administrator

g

MEETING

DATE: October 25, 2016

RE: Requests to Permit

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***Lincoln Women's Club***

The Lincoln Women's Club desires to place a sign on the corner of Pekin and Kickapoo Street beginning November 1<sup>st</sup> and ending December 4<sup>th</sup>. The sign will advertise the annual Tour of Homes.

**COW Recommendation**

Place this request to permit on the Council's November 7<sup>th</sup> consent agenda.

**Council Recommendation**

Approve the request to permit as presented.

***2016 Christmas Parade***

The Lincoln/Logan County Chamber of Commerce requests to close Wyatt Avenue from Sherman to Kickapoo, Kickapoo from Wyatt to Broadway, and S. McLean from Broadway to Clinton for the annual Christmas Parade. The request is for December 1<sup>st</sup> at 5:30PM, and the parade begins at 6:30PM. The closures should remain until the parade entries have completed the route.

**COW Recommendation**

Place this request to permit on the Council's November 7<sup>th</sup> consent agenda.

**Council Recommendation**

Approve the request to permit as presented.

***Welcome to Lincoln Block Party***

Prairie Years, Abe's Carmel Corn, and Sir Renna Tea would like to throw a "block party," welcoming Sir Renna Tea to the downtown community. The closure would extend from 9AM to 3:30PM on Saturday, November 5<sup>th</sup>. The event would take place from 11AM to 1PM. The additional time would be needed for set up and take down according to the request. The closure would be for the 100 block of N. Kickapoo, from Broadway to Pekin Streets.

**COW Recommendation**

Place this request to permit on the Council's November 7<sup>th</sup> consent agenda.

**Council Recommendation**

Approve the request to permit as presented.

# REQUEST TO PERMIT

DATE: 10-18-16

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

Place a sign Nov 1 - Dec 4  
on the city property at corner  
of Behm and Keddas St -

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

A Certificate of Insurance Liability for the event is attached.

A Certificate of Insurance Liability for the event will be provided to the City no later than \_\_\_\_\_

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

Name: Donna Sauer - Lincoln Womens Club

Address: 2529 14<sup>th</sup> St.  
Lincoln, IL

Phone: 217-737-5271 Cell: \_\_\_\_\_

Email: \_\_\_\_\_



October 21, 2016

Mayor Marty Neitzel, City of Lincoln  
c/o Lincoln City Council  
City Hall  
700 Broadway St.  
Lincoln, IL 62656

Dear Mayor Neitzel & City Council Members,

The Lincoln/Logan County Chamber of Commerce is requesting your permission to hold the 2015 Christmas Parade in downtown Lincoln. The parade is scheduled for Thursday, December 1, 2016 at 6:30pm.

We would like to use the following parade route:

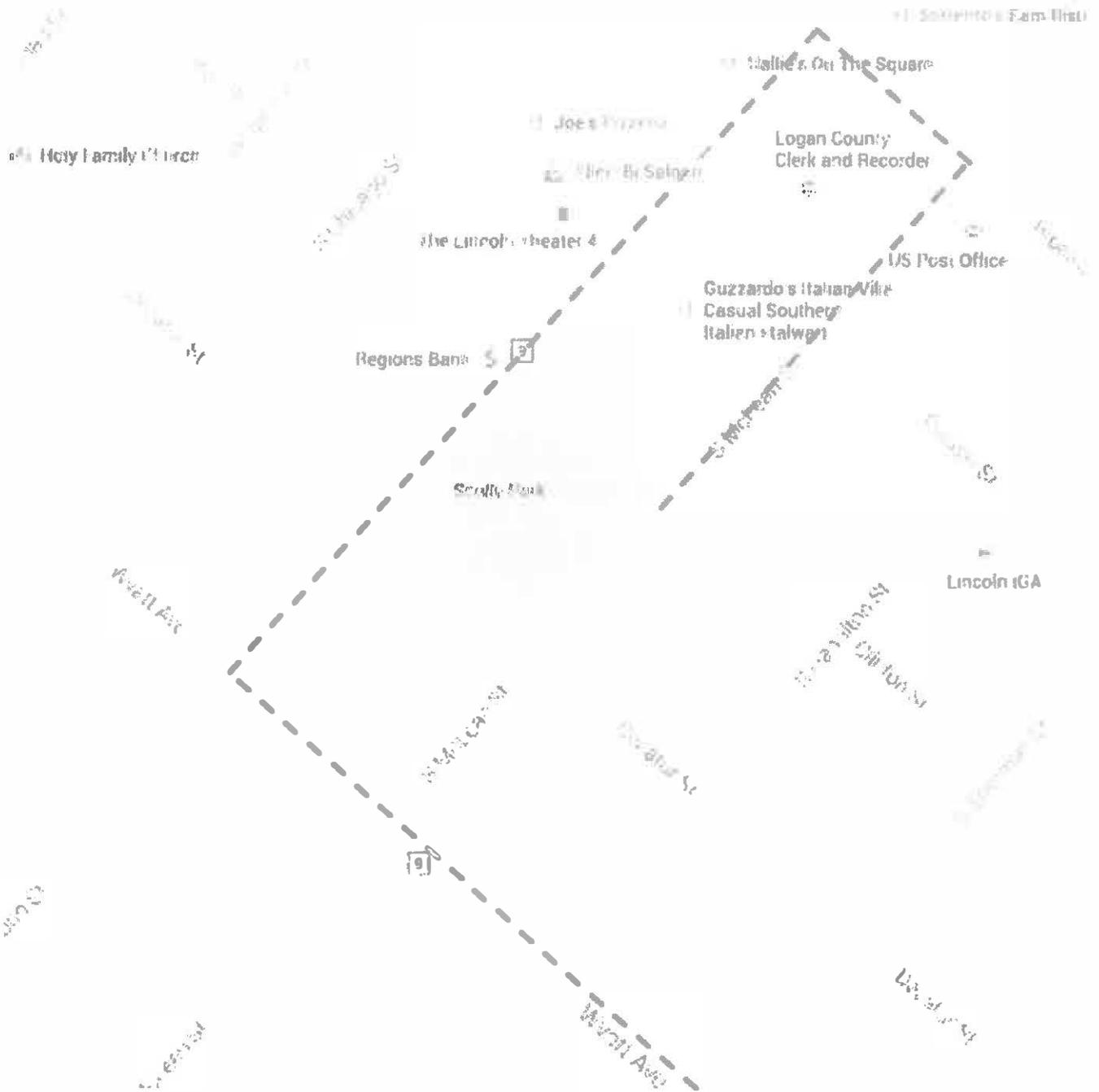
The parade line up will begin at 5:30pm on Wyatt Avenue. The parade will begin at 6:30pm. All entries will proceed down Wyatt Avenue to Kickapoo Street, turning right on Kickapoo; right on Broadway Street to McLean Street; right on McLean, ending at Scully Park.

The theme for this year's Christmas Parade will be "Christmas Around the World". The Lincoln/Logan County Chamber of Commerce is looking forward to ending 2016 with this magical and memorable event. We appreciate your support and cooperation. Please contact the Lincoln/Logan County Chamber of Commerce office if you have any questions regarding this request.

Sincerely,

A handwritten signature in black ink that reads "Kari Adams". The signature is written in a cursive, flowing style.

Kari Adams, Events Coordinator  
Lincoln/Logan County Chamber of Commerce



RECEIVED

REQUEST TO PERMIT

OCT 20 2016

CITY CLERK  
LINCOLN, ILLINOIS

DATE: NOVEMBER 5, 2016

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

PRAIRIE YEARS, ABE'S CARMEL CORN, AND  
SIR RENNA TEA STORES TO THROW A BLOCK PARTY  
TO WELCOME SIR RENNA TEA TO OUR BLOCK.  
WE WANT TO BLOCK OFF THE STREET IN FRONT  
OF OUR THREE STORES FROM BROADWAY TO PEKIN  
FROM 9:00 AM UNTIL 3:00 PM FOR SET UP AND  
BREAK DOWN. EVENT WILL BE FROM 11:00 AM TO 1:00 PM

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

A Certificate of Insurance Liability for the event is attached.

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

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

Name: PRAIRIE YEARS

Address: 121 N. KICKAPOO ST

LINCOLN IL 62656

Phone: 217-732-9216 Cell: 201-362-6039 (Kathy Schmidt)

Email: k.schmidt@adi.org  
and cc kathyschmidt@gmail.com



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/2/2016

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

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

PRODUCER JUSTIN D WALEN (25450) 120 S MCLEAN STE C PO BOX 128 LINCOLN, IL 62656-0000	CONTACT NAME: JUSTIN D WALEN PHONE (A/C, No, Ext): 217-735-3405 E-MAIL ADDRESS: JUSTIN.WALEN@COUNTRYFINANCIAL.COM	FAX (A/C, No): 217-732-6902	
	INSURER(S) AFFORDING COVERAGE INSURER A : COUNTRY Mutual Insurance Company		NAIC # 20990
INSURED 3302313 REDDING SAMUEL F DBA PRAIRIE YEARS 121 N KICKAPOO ST LINCOLN, IL 62656	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BUSINESSOWNERS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			AM2458160	9/13/2016	9/13/2017	EACH OCCURRENCE \$ 2000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AM2458160 Covered on Businessowners	9/13/2016	9/13/2017	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESSLIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

## POLICY INFORMATION:

HIRED AUTOS LIMIT AND NON-OWNED AUTOS LIMIT ARE \$100,000 EACH OCCURRENCE SUBJECT TO A \$100,000 AGGREGATE LIMIT

**CERTIFICATE HOLDER**

CITY OF LINCOLN ILLINOIS  
 700 BROADWAY ST.  
 LINCOLN, IL 62656

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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ANNUAL TREASURER'S REPORT – CASH BASIS

CITY OF LINCOLN

FISCAL YEAR ENDING APRIL 30, 2016

**REVENUE SUMMARY:** 2% Foreign Fire Insurance 20,038.46, Building Permits 57,488.26, Plat Fees 466.50, Circuit Clerk Fines 114,181.90, Donations 3,740.00, Equipment Rental Receipts 150,299.07, Franchise Fees 181,929.24, Interest/Dividends 9,279.49, Licenses & Permits 57,752.24, Motor Fuel Taxes 371,721.05, Parking Collections 4,874.39, Property Tax 1,840,714.65, Replacement Tax 333,655.73, Sales Tax 3,007,112.21, Non-Home Rule Sales Tax 752,052.77, Sewage Receipts 2,637,753.38, State Income Tax 1,548,710.25, Telecommunications Tax 353,420.32, Utility Tax 941,122.68, Violations 3,475.00, TIF District Tax Increment 23,181.96, Housing Authority Distribution 3,508.51, Mobil Home Tax Distribution 2,342.98, Forfeiture Tax 1,491.26, Hotel/Motel Tax 183,416.16, New Liquor License Fee 14,705.59, Birth Certificates 1,077.00, Death Certificates 13,899.00, Annuity Proceeds 864,648.09, Lien Fees 144.50 Sewer Taps 20,085.00, High-Speed Rail Grants 69,884.05, State Grants (not included elsewhere) 6,137.10, Federal Grants 6,034.48, Other Grants 32,023.00, Proceeds From Sale of Surplus Property 56.42, Loan Proceeds 216,979.66, Pension Contributions 267,029.36, Salary Reimbursement 51,499.75, Claims 508.84, Other Reimbursements 82,772.11, Refunds 15,275.90, Enterprise Zone Administration Fees 55,000.00, Crop Proceeds & Land Rental 19,753.52, Video Gaming Tax 176,945.40, Misc. Income 64.00.

**TOTAL REVENUES: \$ 14,517,784.70**

**COMPENSATION SUMMARY:**

**SALARIES**

Under \$25,000: Mary Bauer, Brandon Berkley, Sandra Boyd, Candy Buche, Anthony Cannon, Charles Conzo, Jacob Day, Darren Cooper, Virginia Davis, Billy Gandolfi, Kenneth Greenslate, Charles Gunning, Joe Haning, Christopher Herzog, Richard Hoefle, Jeffrey Hoinacki, Kathleen Horn, Eldon Johnson, Timothy Kerns, Elizabeth Laurence, Keith Leesman, Amanda Lucas, Marilyn Montgomery, Linda Myers, Todd Mourning, Martha Neitzel, Leah K. Newton, Timothy Parker, Steven Parrott, Risa Riggs, Steven Schreiber, Ruth Sloat, Larry Schaub, Jonette Tibbs, Tracy Welch, Kathy Vinyard and Marjorie Wheeler, .

\$25,000 to \$49,999.99: Dawn Crowell, Christopher Davis, Joseph Davis, Joy Fulk, Billy Gandolfi, Susan Gehlbach, Cori Ingram, Susan Pegrarn, Ryan Sullivan and Kyle Veech.

\$50,000.00 to \$74,999.99 : Paul Adams, Timothy Aper, John Bobb, Timothy Butterfield, Brian Clements, Darren Coffey, Matthew Comstock, Paul Cooper, Miles Craig, Andy Dexter, Craig Eimer, Chad Eimer, Christy Fruge, Michael Fruge, Christopher Harding, Aaron Johnson, Clay Johnson, Maurice Johnson, Chad Kern, Jason Kitner, Todd Koehler, Walt Landers, John Lebegue, Jason Lucas, Kevin Lynn, Joesph Meister, Mark Miller, Heidi Moore, David Oltmanns, Christopher Perrine, Shawn Pettit, Aaron Pickett, Christopher Reed, James Reed, James Rehmann, Benjamin Roland, Larry Schaub, Robert Sherren, Larry Spurling, Bret Tripplett, Jason VanWinkle, Matt Vlahovich, Christopher Whiteman, Ashley Williams, Clinton Wombles, Robert Wood and Russell Wright.

\$75,000.00 to \$99,000.99: Steve Dahm and Robert Dunovsky.

**TOTAL SALARIES: \$3,689,169.46**

**FIRE PENSION PAYMENTS:**

Under \$25,000.00: Anthony Weakley.

\$25,000.00 to \$49,999.99: Roger Adams, Christine Bahn, Robert Bergman, Donald Cecil, Thomas Cecil, James Davis, Jr., Deanne Ebelherr, Donald Fulk, Larry Fulk, Terry Lessen, Beverly Lolling, Wayne Lolling, Dallas Millard, Laura Molt, Richard Montcalm, Richard O'Hara, Richard Papesch, Lyle Ruff, and Jeffery Singleton.

\$50,000.00 to \$74,999.99: Jean Buss, William Haak, Thomas Martin and Robert Washam, Jr..

**TOTAL FIRE PENSION PAYMENTS \$984,676.20**

FILED

OCT 31 2016

*Lacey J. Turner*  
LOGAN COUNTY CLERK

RECEIVED

OCT 31 2016

VICKI L. DUGAN  
LOGAN COUNTY TREASURER

**POLICE PENSION PAYMENTS:**

Under \$25,000.00: Evelyn Armstrong, Mary Dowdel, Herta Gleason, Carol Holmes, William Krueger and Patricia Mann.

\$25,000.00 to \$49,999.99: John Bunner, Carol Coombs, Debra Coons, Michael Geriets, Donald Gleason, Kenneth Greenslate, Douglas Grieser, Charles Gunning, Robert Hahn, Michael Harberts, Leah Hardy, Lawrence Hill, Gary Hurley, Timothy Kerns, Mark Mann, Janet Maurer, Ruth Pasquale, Gregory Saylor, Sharon Shelby, Raymond Vonderahe, Betty Wilmert, and Michael Yarcho.

\$50,000.00 to 74,999.99: James Davis, Sr., Harley Mullins, Robert Rawlins, Ronald Robbins, Thomas Rowland, David Sielaff and Darrell Sisk.

**TOTAL POLICE PENSION PAYMENTS: \$1,318,580.12**

2015-2016 Expenditure Summary

A. Lincoln Tourism Bureau	\$	167,929.82	Central Ill. Trucks	\$	788.26
A.E.C. Fire Safety	\$	20,630.65	Chicago Street Rentals	\$	365.00
A.T. & T.	\$	2,708.74	Chuck's Glass	\$	1,190.00
Ace Hardware	\$	6,251.99	City Clerk	\$	85.97
Adams, Kari L.	\$	2,987.50	City Police Fund	\$	4,296.50
Adams, Paul (Re-imb.)	\$	374.20	Clark, Baird, Smith, LLP	\$	14,943.50
Adladtec, Inc.	\$	2,208.00	Coe Equipment	\$	22,900.13
Ag-Land FS	\$	10,432.20	Cogent, Inc.	\$	548.10
Airgas USA, LLC	\$	2,410.62	Collision Concepts, Inc.	\$	219.00
Alan J. Cook, Atty-At-Law	\$	2,458.26	Comcast Cable	\$	2,382.75
Alexander Lumber	\$	1,919.47	Comm. Revolving Fund	\$	5,804.46
Alexis Fre Equipment Co.	\$	1,819.55	Confid. Onsite Paper Shredder	\$	470.55
Altorfer, Inc.	\$	10,005.28	Contractors Ready Mix	\$	11,382.01
Amazon	\$	5,510.07	Cooper, Jeffrey	\$	390.00
Ameren	\$	348,403.89	Coy's Car Corner	\$	25,000.00
American Book Returns, LLC	\$	3,767.00	Craig, Miles (Reimbursement)	\$	7,191.82
American Express	\$	2,253.00	Crawford, Murphy & Tilly, Inc.	\$	107,326.16
American Planning Assn.	\$	791.00	Cross Bros. Implement	\$	2,284.52
American Test Center	\$	1,140.00	Cross Bros. Implement	\$	1,290.00
Amerlux, LLC	\$	20,202.00	Crowne Plaza Hotel	\$	918.92
Applegate Excavating	\$	556.00	Culligan	\$	1,441.74
Aramark Uniform Services	\$	4,590.07	Cummins Crosspoint, LLC	\$	8,262.13
Arbor Day Foundation	\$	738.00	CVS Tech., Inc.	\$	2,462.50
Area Disposal	\$	2,321.60	Dash Medical Gloves	\$	496.30
Area Wide Reporting Service	\$	699.90	Davis, Chris (Reimbursement)	\$	487.33
Arthur J. Gallagher	\$	129,868.00	DCC Marketing, LLC	\$	9,026.50
Atlas Outfitters	\$	2,007.00	Decatur Spring Service Co.	\$	489.71
Auto Doctor	\$	310.00	Defender Industries	\$	2,770.00
B. & B. Electric, Inc.	\$	1,336.93	Dell Marketing L.P.	\$	29,860.37
Bancard Center	\$	12.00	Digital Ally	\$	465.00
Bassett's Mechanical Inc.	\$	270.00	Direct Action Group	\$	720.00
Bauer, Michnelle (Reimbursement)	\$	416.50	Division Of Vital Records	\$	7,272.00
BEA Of Illinois	\$	35,505.02	Drake-Scruggs Equip. Co.	\$	3,429.13
Big R	\$	5,285.75	Drew Parts	\$	2,150.00
BLI Lighting	\$	439.77	EDC, Inc.	\$	2,000.00
Bobcat of Bloomington	\$	1,296.21	Egizi	\$	25,788.87
Bode's Welding & Machining	\$	165.00	EMC	\$	1,301,747.46
Bodine Electric of Decatur	\$	10,870.02	Estes, Bridgewater & Ogden	\$	19,250.00
Borntreger, Allan	\$	2,070.00	EZ Lift Rescne Systems, Inc.	\$	1,048.00
BOS	\$	300.00	Fair, Eric	\$	920.00
Bound Tree Medical, LLC	\$	400.86	Farnsworth Goup, Inc.	\$	443,967.49
Brady's painting	\$	3,670.10	Fastenal Industrial	\$	5,888.16
Bree, Dan	\$	9,350.00	FEMA Flood Payments	\$	3,903.00
Brown Equipment Co.	\$	4,745.46	FGM Architects	\$	29,671.90
Campion, Barrow & Assocl	\$	830.00	Fire Apparatus & Supply	\$	5,396.50
Cargill, Inc.	\$	19,463.66	Fire Textresponse, LLC	\$	500.00
CDW Government, Inc.	\$	4,073.52	First Responder Grants, LLC	\$	399.00

2015-2016 Expenditure Summary

Fleshman, David	\$	779.63		Illinois Secretary Of State	\$	907.10
Florissant Psychological Serv	\$	450.00		Illinois State Treasurer	\$	31,478.60
Forsyte U.S.	\$	584.00		ILMO Products	\$	325.20
Four Corners Lube	\$	1,846.95		IMRF	\$	112,689.89
Frontier	\$	11,993.36		Integrated Work Injury Netw	\$	2,024.43
Galls, LLC	\$	2,043.68		Integrity Data	\$	3,200.00
Garner Sales & Service	\$	540.75		Interstate Billing Services, Inc	\$	5,049.46
George Alarm	\$	4,676.76		Int'l Security Products	\$	544.10
German Bliss Equipment	\$	380.59		Int'l. Assoc. of Chiefs of Polica	\$	150.00
Global Emergency Products	\$	1,041.42		Int'l. City/County Mgmt. Assc	\$	1,459.00
Global Technical Systems	\$	489.00		IPPFA	\$	4,435.00
Goodman Excavation	\$	816.84		Isaacson Concrete & Consult	\$	1,000.00
GOVX	\$	1,332.45		James Rehmann (Reimburse)	\$	951.82
Graue Chevrolet	\$	45,571.91		Jim Moody Excavating	\$	7,950.00
Green Guard	\$	433.26		Jim Xamis Ford	\$	2,410.61
Grieme Insurance	\$	2,991.00		Jimmy Johns #115	\$	313.39
GTS Race Supplies, Inc.	\$	350.00		Jive Communications	\$	6,858.50
Hampton Equipment, Inc.	\$	83,785.66		John Deere Financial	\$	8,358.65
Hanson Material Service Corp.	\$	707.62		Johnn M. Myers, P.C.	\$	337.50
Hanson Professional Services	\$	72,850.70		Johnson Autobody & Exhaust	\$	1,065.12
Harbour Freight Tolls	\$	353.20		Johnson, Clay T. (Reimb.)	\$	5,635.00
Harold Goodman, Inc.	\$	3,000.00		Johnston, Phil (Re-Imb.)	\$	415.38
Harold Goodman, Inc.	\$	13,272.94		JULIE, Inc.	\$	1,651.06
Harris-Hodnett	\$	668.00		JW Tire Repair	\$	115.90
HCC Public Risk Claim Service	\$	15,000.00		Key Equip. & Supply	\$	2,270.65
HD Supply Waterworks	\$	2,633.83		Kiesler's Police Supply	\$	2,072.41
Health Alliance Med. Plans	\$	570,311.47		Kone, Inc.	\$	3,453.36
Heinzels Truck Repair	\$	386.73		Konica Minolta	\$	1,609.62
Hicks Gas	\$	192.01		Konica Minolta Premier Fin.	\$	2,401.54
Hilton Hotels	\$	3,977.17		Landers, Walt (Reimburseme	\$	2,272.22
Hoinacki, Jeff (Reimbursement	\$	344.17		Lauterbach & Amen	\$	35,215.00
Horizon Medical Products	\$	303.20		Law Enforcement Tr. Adv.	\$	2,253.00
Hostgator.com	\$	382.80		LETAC, MTU#10	\$	390.00
Ill. Assoc. of Chiefs of Police	\$	1,004.00		Level Four Advisors	\$	28,510.93
Ill. Fire & Police Comm.	\$	1,510.00		Lincoln Chrysler Dodge Jeep	\$	73,753.42
Ill. Fire Chiefs Assn.	\$	325.00		Lincoln Heating & Cooling	\$	9,481.79
Ill. Fire Inspectors Assoc.	\$	600.00		Lincoln IGA	\$	260.15
Ill. Rt. 66 Heritage Project	\$	400.00		Lincoln Iron & Metal	\$	659.65
Illini Bank	\$	14,030.22		Lincoln Land Comm. College	\$	1,089.00
Illinois American Water Co.	\$	5,160.64		Lincoln Land Communication	\$	8,834.50
Illinois Electric Works	\$	25,368.02		Lincoln P.D.--Fines	\$	4,296.50
Illinois EPA	\$	22,500.00		Lincoln Park District	\$	2,000.00
Illinois Finance Authority	\$	12,500.00		Lincoln Printers	\$	3,719.00
Illinois Municipal League	\$	3,060.00		Lincoln Public Library	\$	39,625.51
Illinois Power Marketing	\$	21,788.88		Lincoln/Logan Chamber of Co	\$	52,335.00
Illinois Prairie Comm. Foundati	\$	1,000.00		Local Gov. News	\$	780.00
Illinois Public Risk Fund	\$	293,222.00		Logan Co. Hwy. Dept.	\$	1,446.60

2015-2016 Expenditure Summary

Logan Co. Regional Planning	\$	12,500.00		Powerarc, Inc.	\$	1,054.02
Logan County Clerk	\$	11,780.00		Principal Life	\$	41,240.08
Logan County ETSB	\$	7,657.69		Public Agcy. Training Council	\$	2,195.00
Logan County Hardware	\$	1,042.42		Public Safety Center	\$	4,164.64
Logan County Joint Solid Waste	\$	58,016.00		Puritan Springs Water	\$	364.25
Logan County Sheriff's Office	\$	3,038.40		Quality Glass of Lincoln	\$	422.75
Logan County Title Co.	\$	1,143.55		Quill Corporation	\$	2,728.61
Logan County Treasurer	\$	75,460.63		Radar Associates	\$	4,024.00
Logan County Treasurer--ETSB	\$	198,923.16		Rahn Equipment Co.	\$	4,367.35
Logan Railsplitting Assoc.	\$	1,500.00		Ramsey Geotechnical Eng.	\$	5,902.75
Louis Marsch, Inc.	\$	1,894.50		Ray O'Herron Co.	\$	15,291.20
Mabas #51	\$	350.00		Real Truck	\$	1,013.17
Mail Finance	\$	2,575.56		Regions Bank	\$	5,643.56
Martin Equip.	\$	9,405.51		Resources Management	\$	4,624.00
Mehan, Eugene W.	\$	4,987.50		Retail Strategies, LLC	\$	25,000.00
Meister, Joe (Reimbursement)	\$	382.65		Rexx Battery	\$	2,163.10
Memorial Home Services	\$	413.20		Robt. L. Cummings	\$	720.00
Memorial Industrial Rehab.	\$	300.00		Rossman Enterprises, Inc.	\$	387.15
Metropolitan Industries	\$	13,140.30		Rot-O-Router	\$	1,000.00
Midland Paper	\$	634.20		Royce D. Scales III	\$	6,660.57
Midwest Occ. Health Assoc.	\$	1,056.00		Sam Harris Uniforms, Inc.	\$	2,636.60
Mid-West Truckers Association	\$	536.00		Sangamon Valley Landfill	\$	20,409.36
Miller, Mark (Reimbursement)	\$	2,721.22		SCBAS, Inc.	\$	415.00
MMIL Entertainment, LLC	\$	1,097,854.58		Schneider Masonry, Inc.	\$	700.00
MMIL Properties, Inc.	\$	10,100.00		Schoenbaum, Edw. J.	\$	3,556.51
Moore Medical, LLC	\$	1,293.93		Sears.com	\$	819.20
Mug-A-Bug	\$	5,775.00		Sentinel Emergency Solutins	\$	7,709.50
Municipal Electronics, Inc.	\$	1,011.47		Sew Personal Embroidery	\$	467.50
Municipal Emergency Services	\$	454.37		Sheley Service/Repair	\$	6,680.00
NAPA Auto Parts	\$	7,142.45		Sheraton Hotels	\$	1,513.09
Neal Tire Store	\$	3,954.58		Sherren, Robt. (Reimburseme	\$	6,532.73
NELCO	\$	598.45		Sherwin-Williams	\$	2,835.65
New World Systems	\$	13,901.66		Sinclair Electric Sales, Inc.	\$	372.50
Newman Traffic Signs	\$	9,759.80		Sirchie Acquisition Co.	\$	4,055.99
O'Donaghues Radiator	\$	3,121.28		SKM, LLC	\$	1,400.00
O'Reilly Automotive	\$	1,311.18		Smith & Loveless	\$	1,024.39
Orkin Pest Control	\$	696.96		Soc. Sec. Admin.	\$	104,989.71
Oros & Busch Applicaton	\$	46,000.00		Spirtas Wrecking Co.	\$	191,689.48
P.A.B., Inc.	\$	912.71		Springfield Electric	\$	2,125.59
P.F. Pettibone & Co.	\$	1,590.80		Springfield Overhead Doors	\$	310.50
P.H. Broughton & Sons	\$	274,260.93		Springfield Shoe, Inc.	\$	632.70
Pantagraph	\$	431.91		Staples Advantage	\$	6,654.91
Parkland Environmental Group	\$	300.00		State Bank	\$	957,128.17
Patrick Lee Trucking	\$	6,271.49		State Highway Construction	\$	261.49
Patriot 3, Inc.	\$	1,990.00		State Police Services Fund	\$	3,208.06
PDC/Indian Creek Landfill	\$	6,792.00		State Surplus Property	\$	400.00
Petersburg Plmbg. & Excavatin	\$	9,928.24		Sterling Codifiers	\$	2,401.00

2015-2016 Expenditure Summary

Supercircuits, Inc.	\$	2,217.57	Sub-Total	\$	8,348,620.55
Swan, Richard T.	\$	3,075.00			
TacMed Essentials, LLC	\$	590.00	All Others Less Than \$300.	\$	17,099.86
Taser International	\$	2,061.85			
Terrence G. McCann & Assoc.	\$	450.00	SUB-TOTAL EXPENDITURES	\$	8,365,720.41
The Award Shop	\$	67.50			
The Courier	\$	3,556.82	<u>TOTAL EXPENDITURES</u>	\$	<u>14,358,146.19</u>
The Fire Store.Com	\$	864.93			
Thompson Electronics Co.	\$	3,035.20			
Thornton's	\$	766.66			
Thos. J. Van Hook, Atty.-At-Law	\$	750.00			
Tommy House Tire Co.	\$	1,002.00			
Trashcans Unlimited	\$	406.84			
Treu Body Works	\$	1,564.78			
Trident Insurance Services	\$	5,000.00			
Tripplett, Brett (Reimbursemer	\$	599.10			
Trueline Fire & Safety	\$	5,850.94			
TSI Inc.	\$	1,211.73			
Tyler Technologies, Inc.	\$	1,790.00			
U.S. Postal Service	\$	15,774.00			
United Communcations Corp	\$	381.25			
University of Illinois	\$	2,100.00			
US Firecom	\$	3,796.24			
US Patriot, LLC	\$	841.90			
Vandeventer Engineering	\$	14,832.72			
VanWinkle, Jason (Re-imb.)	\$	320.11			
Vehicle Lighting Solutions	\$	9,401.15			
Verizon Wireless	\$	8,817.30			
Village of Romeoville Fire Acad	\$	930.00			
Vinyard, Kathy (Reimbursemen	\$	448.97			
Vinyl Graphics	\$	473.04			
Vital Educ. & Supply	\$	829.95			
Wal-Mart Community	\$	9,687.63			
Wal-Mart Stores	\$	459.98			
Walz Label & Mailing Systems	\$	386.38			
Water Movers Inc.	\$	1,452.00			
Watts Copy Systems	\$	1,045.00			
Webster Construction	\$	1,148.75			
Western ill. University	\$	470.00			
Wex Bank	\$	59,027.84			
Woods & Bates	\$	84,101.40			
Xerox Computer Services	\$	2,179.00			
Zobrio, Inc.	\$	19,646.14			

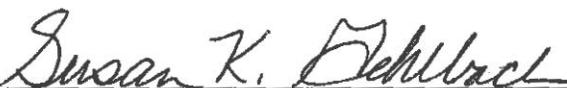
**SUMMARY STATEMENT OF CONDITION**

	GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	INTERNAL SERVICE	ENTERPRISE	TRUST
<b>Beginning</b>							
Fund Balance	\$ 2,958,031	\$ 2,413,019	\$ 22,389	\$ 284,509	\$ 282,284	\$ 3,579,860	\$ 15,340,995
Retained Earnings							
<b>Revenues</b>	8,162,787	579,364	176,756	0	163,042	3,040,398	2,138,333
<b>Expenditures</b>	(6,876,821)	(2,182,831)	(181,520)	(71,987)	(277,302)	(2,246,264)	(2,338,655)
<b>Other Financing</b>							
Sources	56,582	118,484	0	0	216,980	642,861	0
Uses	(108,209)	(16,734)	0	0	0	(747,175)	0
<b>Ending</b>							
Fund Balances	\$ 4,192,370	\$ 911,302	\$ 17,625	\$ 212,522	\$ 385,004	\$ -	\$ 15,140,673
Retained Earnings	-	-	-	-	-	\$ 4,269,680	-

Subscribed and sworn on this 31st day of October, 2016.

  
 \_\_\_\_\_  
 Charles N. Conzo, City Treasurer

I, Susan K. Gehlbach, Clerk of the City of Lincoln, Logan County, Illinois, do hereby certify that the above is a true copy of the Annual Treasurer's Report - Cash Basis for the fiscal year ending April 30, 2016.

  
 \_\_\_\_\_  
 Susan K. Gehlbach, City Clerk

**DISCLAIMER**

Attached is a copy of the Annual Treasurer's Report-Cash Basis for the Fiscal Year ending April 30, 2016. This report was published in the Lincoln Courier on November 5, 2016.

This report was produced using the cash basis amounts that were provided to the auditing firm for the preparation of the April 30, 2016 audit. These amounts included funds that were not at the discretion of the Mayor and City Council of the City of Lincoln. These funds are as follows: Special Fire Department Fund, Drug Forfeiture Fund, Police Task Force Fund, DUI Fund, D.A.R.E. Fund, and the E.R.T. Team Fund. These funds are maintained by Departments within the City of Lincoln. Distribution of monies from these funds are at the sole discretion of these departments (Special Fire Department – Fire Department employees; Drug Forfeiture Fund, Police Task Force Fund, DUI Fund and ERT fund – the Chief of Police and Police Department employees). These funds are reflected in the Treasurer's Reports due to their inclusion on the audit of the City of Lincoln, Illinois as a whole.



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Charles N. Conzo, City Treasurer



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Susan K. Gehlbach, City Clerk

## **City Council – 10/25/16**

### **Mill NPS Grant Update**

– Geoff Ladd

Grant work has begun! The Historic Architect Floor Plan is done. The Section 106 IHPA paperwork is submitted and is being rushed through the system. This is the final review process by the state historic agency that is required before the work can begin.

The original plan called for a single "family" bathroom - ADA accessible to both genders per a "limited use" facility. In this case the Mill would be open 20-25 hours a week as planned.

Once we received the grant, the professional architect, after consulting with the city and the IL plumbing inspector, came back to us with a revised ADA bathroom plan that unfortunately requires two bathrooms, with one requiring two toilets. We had the option of a urinal but we removed that as the transgender laws are continuing to evolve and we don't want to have to take that out possibly down the road.

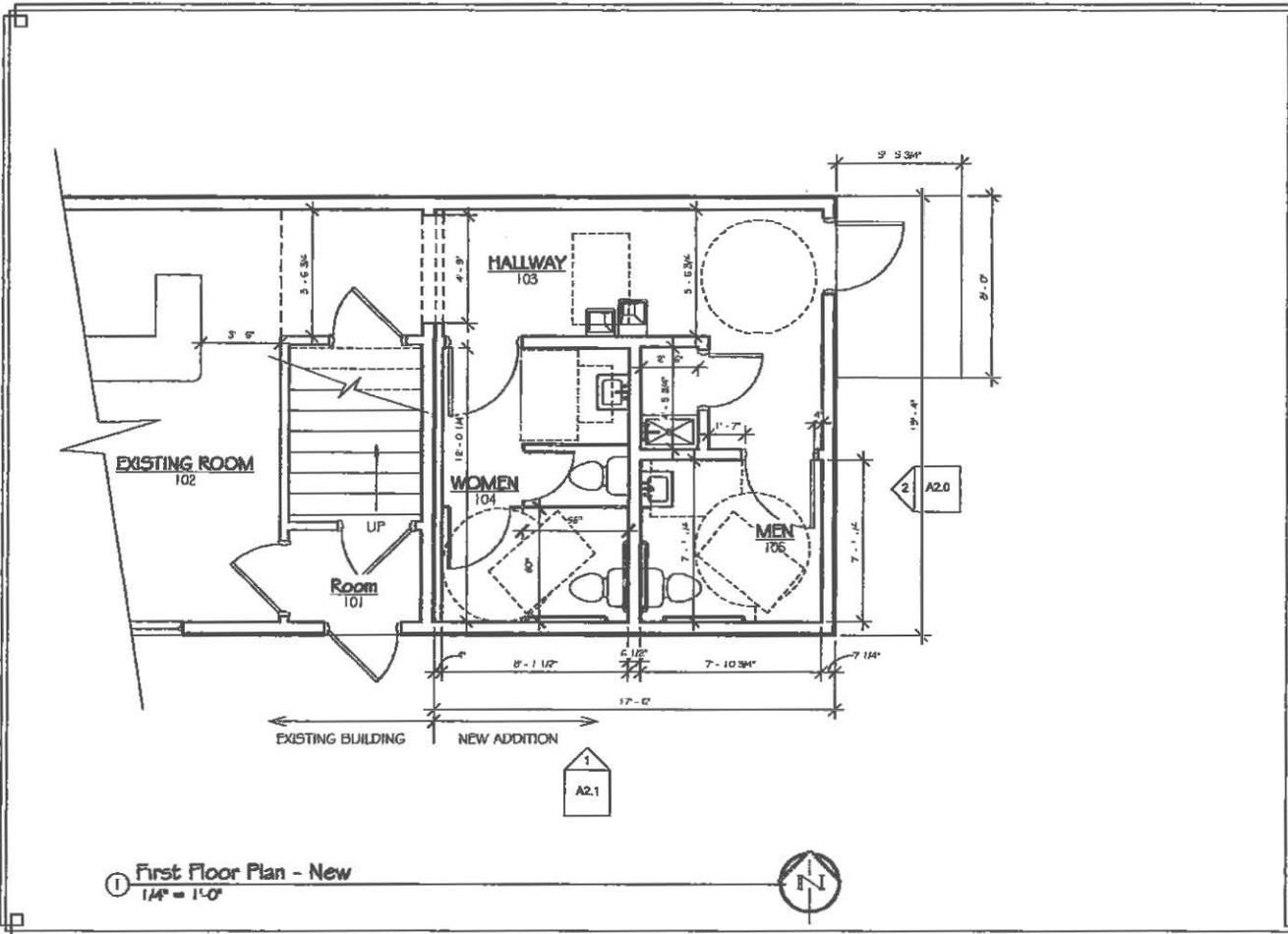
See the new plan and bid attached. The modifications mean that we are short \$5755.71 minus \$1000 that Matthews Construction is going to donate. That leaves us at \$4755.71 to come up with.

This is based on the final floor plan and we'll never have to upgrade or worry about the bathroom again, and we can be open full-time with this plan. It will also help to get bus tours.

The Route 66 Heritage Foundation of Logan County has reserve funds, but making up this difference would nearly deplete them. Those funds are needed to finish a few things on the interior, and are also in place to cover our first year of operating expenses as a museum in 2017.

After consultation with some tourism bureau council members, we are now approaching the City Council to ask for the \$4755.71 we need to complete the project, with those funds to come from the hotel/motel tax.

Once we have solved these issues and are given the go ahead by IHPA, we are planning to schedule a ground-breaking ceremony, and will be inviting our supporters and volunteers, as well as our city, state, and federal representatives to the event, including the governor.



1 First Floor Plan - New  
1/4" = 1'-0"

**Melotte  
Morse  
Leonatti  
Parker**



213 1/2 South Sixth Street  
Springfield, Illinois, 62704  
Voice (217) 789-8515  
Fax (217) 789-8818  
www.mmlpp.com  
mmlpp@comcast.net  
Firm Registration #084-000252

PROJECT TITLE  
New ADA Bathrooms Addition

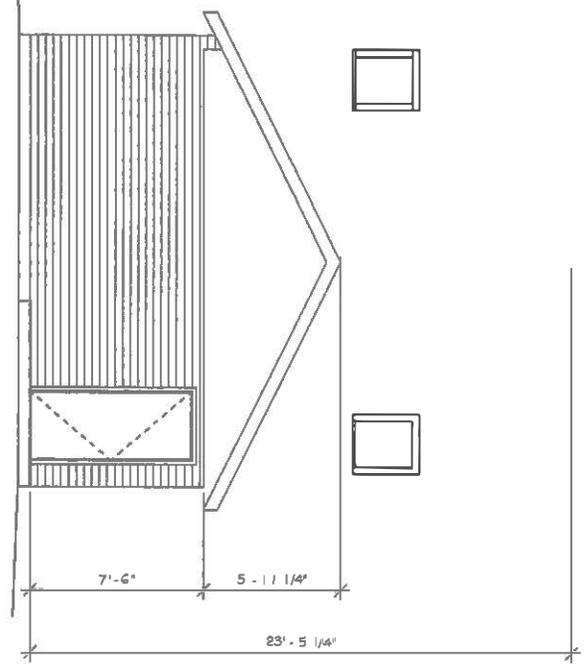
The Mill - Bathroom Additions  
The Mill On Historic Route 66  
Lincoln, Illinois

PROJECT NO.  
MMLPP# 116054

DATE  
Oct. 6, 2016

SCALE  
**A1.0**

② South Elevation  
1/4" = 1'-0"

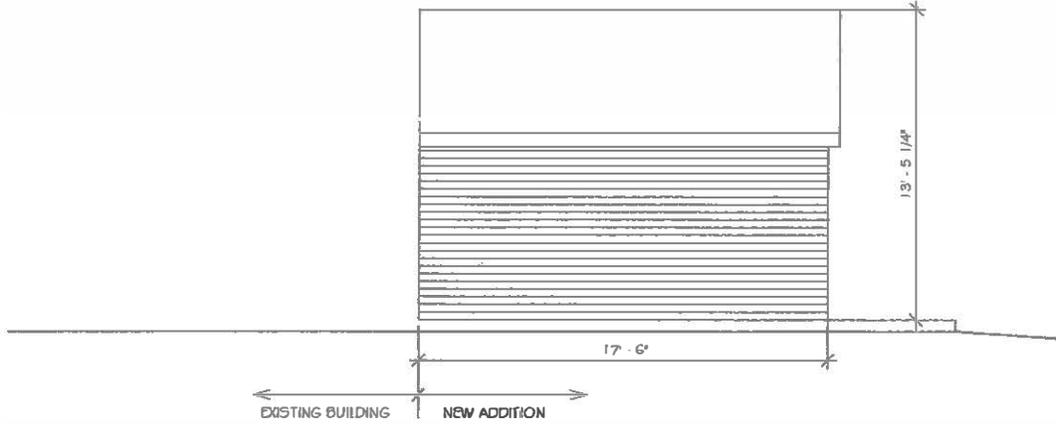


PROJECT NO. <b>MMLP# 116054</b>	SHEET TITLE <b>Exterior Elevations</b>
DATE <b>Oct, 6, 2016</b>	PROJECT TITLE <b>The Mill - Bathroom Additions</b>
SHEET NO. <b>A2.0</b>	<p>The Mill On Historic Route 66 Lincoln, Illinois</p> <p>213 1/2 South Sixth Street Springfield, Illinois, 62701 Voice (217) 786-8515 Fax (217) 786-8515 www.mmlp.com info@springfield.com Firm Registration No. 042025</p>  <p><b>Melotte Morse Leonatti Parker</b></p>

**Melotte  
Morse  
Leonatti  
Parker**



213 1/2 South Sixth Street  
Springfield, Illinois, 62701  
Voice (217) 789-8515  
Fax (217) 789-8518  
www.mmlp.net  
architect@mmllp.net  
Firm Registration #184-000252



① **West Elevation**  
1/4" = 1'-0"

PROJECT TITLE:  
**Exterior Elevation**

PROJECT TITLE:  
**The Mill - Bathroom Additions**  
The Mill On Historic Route 66  
Lincoln, Illinois

PROJECT NO:  
MMLP# 116054

DATE:  
Oct. 6, 2016

SHEET NO:  
**A2.1**

# Proposal

Proposal No. 1  
Sheet No. 1  
Date 10-13-16

FROM Matthews Construction  
221 Williamette  
Lincoln, IL 62656  
(217)735-1169

Proposal Submitted To:  
Name --Geoff Ladd  
Street--  
City -Lincoln  
State - IL  
Telephone Number --

Work To Be Performed At:  
Street--738 S Washington  
City --Lincoln  
State - IL  
Date of plans -10-13-16  
Architect - Brad Matthews

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of:

Build a 18' x 20' addition on the back of the building. The addition will have two bathrooms on one end that will be handicap accessible.

All electrical wiring will be incased in flexible conduit.

This men bath room will also have a janitorial sink for cleaning.

There will be two water drinking fountains outside of the bathrooms.

This includes removal of existing concrete and installing new foundation and new septic lines and water lines. The exterior will have wood exterior planking to match the existing siding. The inside will be finished drywall with trim to match existing trim. The roof will be a gable roof coming off the back of the building with a pitch to match existing roof line.

This includes all permits for this job and hauling off all scrap material.

The pay scale for this project will be in reference to the Davis Bacon Act.

Pluming/sewer = \$15,728.06

Building portion = \$ 12,747.65

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and Specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Dollars (\$28,475.71

With payments to be made as follows:

HALF UPON START AND HALF UPON COMPLETION

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by Brad Matthews and thru Country Company Insurance.

Respectfully submitted \_\_\_\_\_

Per \_\_\_\_\_

Note - This proposal may be withdrawn by us if not accepted within 30 days

## ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

## MEMORANDUM

**TO:** Mayor and Aldermen of the City of Lincoln  
**FROM:** Clay T. Johnson, City Administrator   
**MEETING**  
**DATE:** October 25, 2016  
**RE:** Lease Agreement with Union Pacific Railroad Company

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### Background

Because a portion of the Depot grounds and platform space encroaches upon the Union Pacific right-of-way, we are required to establish an agreement with the railroad to utilize that space. The lease agreement is important to the City in two ways: 1) The general contractor working to rehabilitate the Depot will be able to legally enter the railroad right-of-way and perform the necessary work and 2) The City will be able to create platform space within the right-of-way to access current train traffic and high speed rail traffic in the future.

### Analysis/Discussion

The City Attorney and I have worked with representatives of Union Pacific on the document included for your consideration. This represents a compromise of both party's positions. We were able to limit the City's liability pertaining to hazardous waste spills or chemicals found within the right-of-way. Additionally, we made language pertaining to mechanics' liens placed on the property fairer from a legal standpoint.

The lease agreement also outlines and makes available the opportunity for the contractor to enter railroad property through the "Right of Entry" process. Right-of-entry must be applied for by the general contractor for themselves and all subcontractors who may work within the right-of-way. Union Pacific approves the right-of-entry application. The application must show evidence of certain insurance limits provided by the contractor. The contractor was aware of the insurance limits through the specifications when the bid documents were released to the public.

### Fiscal Impact

As consideration for the agreement, the City must pay Union Pacific a one-time fee of \$15,000. I am confirming if the \$15,000 may be used as matching dollars as part of the construction agreement with the Illinois Department of Transportation. I will be able to report on this at our meeting. Payment may be made from the Capital Project Fund.

### COW Recommendation

Place this agreement on the Council's November 7<sup>th</sup> regular agenda.

### Council Recommendation

Authorize the mayor to execute a Lease Agreement with Union Pacific Railroad Company to form.

**UNION PACIFIC RAILROAD COMPANY  
AND  
CITY OF LINCOLN, ILLINOIS  
LEASE AGREEMENT**

This Lease Agreement dated this \_\_\_ day of October, 2016, is made by and between the **Union Pacific Railroad Company**, a freight railroad company having its principal office and place of business in Omaha, Nebraska (“**Union Pacific**”), and the **City of Lincoln, Illinois**, a municipal corporation having its principal place of business at City Hall, 700 Broadway Street, Lincoln, Illinois 62656 (“**City**”).

**WHEREAS**, Union Pacific owns and controls its railroad right-of-way (the “**Right-of-Way**”) and operates freight railroad service over such Right of Way in or near the City of Lincoln in the State of Illinois. Union Pacific also owns certain property (“**Premises**”) which is included in and contiguous to the Right of Way in or near the City of Lincoln, which Premises is described in more detail in Section 2 below; and

**WHEREAS**, Amtrak operates intercity rail passenger service in the State of Illinois over the Right-of-Way; and

**WHEREAS**, Amtrak has indicated to City its intention to provide intercity rail passenger service to the City of Lincoln, Illinois at facilities to be located on the Premises at or near 101 N Chicago Avenue, Lincoln, IL 62656; and

**WHEREAS**, City desires and has plans to construct, operate and maintain, at its sole cost and expense, an Amtrak platform and station, ingress and egress, parking, landscaping and all other fixtures and additions to or on the Premises (collectively the “**Project**”) and City desires to have Amtrak use the Premises and Project to support intercity rail passenger service to Lincoln, Illinois; and

**WHEREAS**, Union Pacific is a freight railroad. It is not in the business of providing passenger transportation to the public. Union Pacific recognizes, however, that City desires the Premises in order to construct, operate and maintain a passenger Platform station and Project to provide intercity passenger rail services to Illinois residents in the area, and Union Pacific desires as a matter of public service and interest to accommodate the City’s needs in order to encourage and enable ongoing investments in Illinois’ passenger rail transportation system for greater public use; and

**WHEREAS**, the parties now desire to set forth in writing their understanding about the City’s lease and use of the Premises, and construction and maintenance of the Project.

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants and performances herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Union Pacific and City agree to incorporate the above recitals into this Agreement and to further mutually agree as follows:

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is to address certain terms and conditions under which the Premises (i) will be leased to City, (ii) the Project and all related additions and changes to the Premises shall constructed, operated and maintained by City, and (iii) the Premises and Project shall used for the purpose of providing Amtrak intercity rail passenger service to Illinois residents.
2. **PREMISES AREA.** The Premises shall consist of the area as depicted on **Exhibit A**, attached hereto and incorporated herein. After completion of any construction, **Exhibit A** shall be substituted by a drawing with final measurements of the Premises.
3. **USE OF LEASED PREMISES.**
  - A. **General Use and Duties.** City shall only use the Premises and Project for purposes arising out of or related to the provision of intercity passenger rail services and for no other use or purpose without the express permission of Union Pacific. City is responsible for any and all use, construction, maintenance, upkeep and repair for Premises, Project and all areas. Union Pacific shall have no responsibility or duties with regard to the Premises, Project and all areas whatsoever, having granted all such duties and responsibilities to City under this Lease Agreement and City having accepted the same.
  - B. **Additional Duties.** In addition to the general responsibility and duties set forth above, City shall be responsible for keeping the leased Premises, Project and all areas in a neat, clean, good, orderly and safe condition which shall meet or exceed all reasonable standards. City shall also keep the leased Premises, Project and all areas in compliance with all applicable federal, state and local laws, regulations, rules, ordinances and orders in effect, including but not limited to the provisions of the Americans with Disabilities Act. City shall be obligated to perform all construction, maintenance, upkeep, repair and replacement, which obligations shall not be subject to the availability of federal or state funding. Maintenance, construction, upkeep, repair and replacement shall include, but not be limited to the following:
    - (i) Premises, Project and all areas shall be kept in a safe condition, void of slipping, tripping and falling hazards;
    - (ii) Trash and debris shall be removed from the Premises, Project and all areas within a reasonable period of time;
    - (iii) Unless otherwise modified by the Illinois Commerce Commission (ICC), all landscaping and vegetation which is located on, around or near Premises, Project and in all areas shall be professionally planted and maintained in strict compliance with current local, state and federal regulations, including but not limited to 625 ILCS 5/18c-7401 and 92 Ill. Adm. Code s 1535.20, and with Union Pacific's vegetation standards (a copy of which is attached as **Exhibit H**). Upon written permission from Union Pacific, City may seek

to obtain a written waiver from the ICC if the following conditions are met:

- (a) Any crossing located within 500 feet of the end of the Premises is a signalized crossing with automatic gates, lights and bells; and
  - (b) City agrees to provide additional insurance in accordance with Union Pacific's then existing insurance requirements; and
  - (c) City enters into a Landscape Licensing Agreement with Union Pacific, which agreement shall be effective only if ICC grants a waiver in writing to City.
- (iv) Lighting for the Premises, Project and all areas shall be reasonable, safe and appropriate for City's intended use, and all lights shall be in good working order;
  - (v) Public Address (PA) and Passenger Information Display Systems (PIDS) shall be in good working order;
  - (vi) City shall use its best efforts to clear and/or remediate the Premises, Project and all areas of snow, ice and accumulated water in a timely manner, including but not limited to a reasonable time prior to scheduled train arrival and after any unreasonable amount of precipitation which may affect the safety of passengers and public users of Premises, Project and all other areas. City shall thereafter continue to use its best efforts to clear and/or remediate the Premises, Project and all areas for the duration of the storm;
  - (vii) Fire extinguishers shall be available and charged, with a current inspection date visible; and
  - (viii) Routine maintenance, repair and service shall be provided to Premises, Project and all areas including but not limited to canopies, door hardware, elevators, and escalators if present.
  - (ix) City shall arrange and pay for all utilities and services supplied to the Premises, Project and all areas. All utilities and services shall be separately metered to City.
  - (x) City shall not knowingly create or permit any condition on the leased Premises that is in violation of any rules, laws, statutes or regulations, or which could present a threat to human health, safety or to the environment.

**C. Denial of Duty.** Unless specifically set forth in detail herein, Union Pacific shall have no general or specific responsibilities or duties whatsoever for the Premises or Project, including but not limited to any duty and/or responsibility arising out of or connected to any design, construction, maintenance, upkeep or repair of the Premises, Project, any facilities, ingress and egress, landscaping, vegetation, parking, and all other additions and areas, having expressly denied any and all such duties and responsibilities in this Agreement.

- D. **Recording Devices.** To the extent that City has or will have sensors, cameras or other electronic recording or surveillance devices installed on or around the Lincoln station and/or the Premises, Project, any facilities and public areas, City agrees at no cost or expense to Union Pacific and/or Amtrak to provide access to all materials, information or data produced by such devices and Union Pacific and/or Amtrak may share such materials with other local, state and federal agencies for security purposes, provided such disclosure does not violate any state, federal or local law.
- E. **Condition "As Is."** City agrees and acknowledges that Union Pacific property and Premises is being leased "as is" in its present condition, and that Union Pacific has no obligation prior to execution of this Agreement to make any repairs, alterations, changes, maintenance, remediation and/or upkeep of whatsoever nature in or to any part of the property, Premises, Project, landscaping, parking, ingress and egress, facilities or all other areas, including but not limited to alterations required to comply with the Americans with Disabilities Act or any other governmental requirement, or to maintain any part of the leased Premises in any manner.

#### 4. **PROJECT EXPENSES.**

- A. City confirms that Union Pacific shall bear no costs or expenses associated with the property, Premises and Project, and that Union Pacific is not required to provide any funding for any reason arising out of or connected to this Agreement. This Lease does not affect or reference in any manner prior agreements between City or Union Pacific regarding the Pekin Street Closing at DOT #290991W.

#### 5. **CONSTRUCTION ON PREMISES.**

- A. City at its sole expense may construct or add any improvements to accommodate Amtrak passenger and related services, including but not limited to a Platform and/or Station in compliance with Plans that have been approved by Union Pacific (in accordance with Section 13) and by Amtrak, and also pursuant to any guidelines provided to City by Union Pacific and Amtrak, including, without limitation, the UP/BNSF Guidelines for Temporary Shoring dated October 25, 2004 (the "Shoring Guidelines") and UP/BNSF Platform Guidelines and Clearance Standards. The Shoring Guidelines and Platform/Clearance Standards are marked respectively as Exhibit B and Exhibit C 1-2, and attached hereto and hereby made a part hereof.
- B. City shall make no changes in the Plans unless Union Pacific has consented to such changes in writing, which Union Pacific may withhold in its sole discretion.

- C. City shall include in its pre-bid package, which shall be sent to prospective contractors, the Plans, Shoring Guidelines, UPRR Contractor's Right of Entry and other construction guidelines that Union Pacific and Amtrak have provided to City.
- D. Union Pacific's review and approval of the Plans (as set forth in Section 13) shall not relieve City or its Contractor (as defined in Section 7) from their respective responsibilities, duties, obligations and/or liabilities under this Agreement or common law, and such approval shall only be given with the understanding that Union Pacific makes no representation or warranty as to the validity, accuracy, sufficiency, constructability, safety, legal compliance or completeness of the Plans, having expressly denied the same. Any reliance by City or Contractor on the submitted Plans shall be at the risk of City and Contractor.
- E. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences shall comply with Union Pacific's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance of Way Association ("AREMA") standards and guidelines.
- F. City shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay Union Pacific's operations, track structure, facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using UP's property or facilities.
- G. City, at its expense, shall adequately police and supervise all work to be performed by City or its Contractor. The responsibility of City for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by Union Pacific's approval of the Plans, or by Union Pacific's collaboration (if any) in performance of any work, or by the presence at the work site of Union Pacific's representatives, or by compliance by City with any requests or recommendations made by such representatives.
- H. City and its Contractor, at their expense shall provide and maintain suitable facilities for draining and/or clearing the Platform and its appurtenances of any water or ice accumulation, and shall not suffer or permit water or ice therefrom to drain, flow or collect upon Union Pacific's property, tracks structure, ballast, or Right of Way.
- I. City and its Contractor shall not enter upon Union Pacific's Right of Way or other property outside of Premises without notification to Union Pacific and express permission from Union Pacific's representatives as identified in Section 8. All

work within 12 feet of the outside rail of track (whether on Premises or not) shall be coordinated with the current Union Pacific Manager of Track Maintenance.

- J. Fiber optic cable systems may be buried on Union Pacific's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. City or Contractor shall telephone Union Pacific during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1.800.336.9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Union Pacific's property to be used by City or Contractor. If it is, City or Contractor shall telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on Union Pacific's property.

**6. FLAGGING; BILLING; PAYMENT.** City's work on the Premises shall be undertaken in coordination with Union Pacific's operations, which shall necessarily include flagging and railroad protection services. It is City's and/or its Contractor's obligation to make such written request to Railroad:

- A. Upon City's and/or its Contractor's request, Union Pacific will provide flagging protection during the Project and shall bill City's Contractor for such expenses at Union Pacific's current daily flagging rate for a standard Eight (8) hour day with extra charges being assessed for flagging exceeding eight hours a day or flagging performed on Saturdays, Sundays and holidays.
- B. Union Pacific shall send progressive billing to City and/or its Contractor during the Project. Final billing shall be sent within thirty (30) days after receiving written notice from City that all Project work affecting Union Pacific's property has been completed.
- C. City agrees to reimburse Union Pacific for all flagging costs that have not been paid by City's Contractor within thirty (30) days of Contractor's receipt of billing from Union Pacific.
- D. Union Pacific flagging must be requested at least ten (10) business days in advance.
- E. If Union Pacific incurs additional costs (including Union Pacific's standard labor additives) as a result of City or Contractor's work, Union Pacific shall bill City during the course of the Project in accordance with the current provisions of the Federal Aid Policy Guide as contained in 23 C.F.R. 140, Subpart I and 23 C.F.R. 646, Subparts A & B which are incorporated herein by reference.

**7. CONTRACTORS; CONTRACTOR'S ENDORSEMENT; CONTRACTOR'S RIGHT OF ENTRY AGREEMENT.** Prior to City's Contractor (as defined herein)

performing any work on the Premises or the Project, including but not limited to any design, construction, maintenance, upkeep and repair, the City shall require its Contractor, and each of them, to execute and deliver to Union Pacific the Contractor's Right of Entry Agreement, a copy of which is attached hereto as Exhibit D.

For purposes of this Agreement and all attachments, the term "Contractor" shall mean any person or entity engaged by City to perform any work on any portion of the Premises, and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, workers, officers and agents, and all others acting under or through their authority.

**City shall further:**

- A. Execute the Contractor's Endorsement – City of Lincoln for each and every Contractor (and its contractors' subcontractors), attached hereto as Exhibit D;
- B. Require all Contractors (and its contractors' subcontractors) to execute UPRR's Contractor's Right of Entry Agreement, also attached hereto as Exhibit D;
- C. Provide such insurance policies, certificates, binders and/or endorsements to Union Pacific as obtained from each Contractor (and its contractors' subcontractors) as set forth in Exhibit D;
- D. Require all Contractors (and its contractors' subcontractors), who enter or work on the Premises and/or the Project, to agree in writing to the terms and requirements for indemnity and insurance as set forth in Exhibit D; and
- E. Ensure that Contractor comply with the flagging provisions herein and in the Contractor's Right of Entry Agreement.

Under no circumstances shall any Contractor be allowed on the Premises without first executing the Right of Entry Agreements and Endorsements and without written promises to indemnify and to insure Union Pacific as set forth therein, and without providing to Union Pacific the insurance policies, binders, certificates and/or endorsements described therein.

8. **PRE-CONSTRUCTION MEETING.** City shall require the Contractor, who is awarded City's contract for construction of the Project, to attend a pre-construction meeting with the following UP representatives:

John Jerome  
Program Manager  
Union Pacific Railroad Company  
600 Broadway BLVD Suite 500  
Kansas City, MO 64105  
Phone: 816-399-1760

Greg Patten  
Manager-Track Maintenance  
Union Pacific Railroad Company  
811 W. Chestnut  
Bloomington ILL, 61701  
Phone: 402 501 3734

9. **PERMITS AND AUTHORIZATIONS.** City and/or its Contractor shall secure in their own names, and at their own cost all necessary permits and authorizations in order to undertake the Project. City and its Contractor shall inspect the Premises, Union Pacific's property and the immediate surrounding area prior to the start of any activities hereunder to ensure that work will not damage Union Pacific's property, Right of Way, track structure, facilities, utility lines or other subsurface lines or cables.
10. **WORKER TRAINING; PROTECTION.**
- A. City and any of its Contractors, employees, workers, volunteers or agents who perform work on the Premises or in the Project Area and within fifty (50) feet, vertically or horizontally of the Right-of-Way shall have the proper skill and Federal Railroad Administration ("FRA") required training necessary to perform such work. Proof of such skill and training shall be furnished to Union Pacific upon request.
- B. All work to be performed by City and its Contractor, employees, workers, volunteers or agents on the Premises or in the Project area and within 50 feet, vertically or horizontally, of the Right-of-Way must include proper railroad protective services (e.g., flagging) from Union Pacific, which is necessary to avoid interference with the active rail service. City is obligated to notify Union Pacific in advance and to make arrangements for such protective services. City shall reimburse Union Pacific for the cost of providing flagging or other railroad protective services, as deemed necessary by Union Pacific, in connection with City's use, construction, maintenance, and repair of the leased Premises. City and its contractor (including any subcontractor) shall enter into a Right of Entry permit with Union Pacific prior to commencing any work within fifty (50) feet, vertically or horizontally, of the Right-of-Way. A copy of the Contractor's Right of Entry permit is attached hereto as Exhibit D.
- C. City and its contractors, employees, workers, volunteers or agents on the leased Premises, shall comply with Union Pacific entitled *Safety and Protection of Railroad Traffic and Property* attached hereto as Exhibit E, as such Specification may be revised by Amtrak from time to time.
11. **SIGNAGE.** City shall not place any signs at the leased Premises without the prior written consent of Union Pacific, which consent shall not be unreasonably withheld.
12. **USE OF LEASED PREMISES.** City shall not (a) use, occupy or permit the use or

occupancy of the leased Premises and Project areas in any manner which violates any law, statute, regulation, ordinance, order, covenant, restriction or decision of any court of competent jurisdiction, or is dangerous to life or property, or creates a public or private nuisance, or for a use other than the permitted use hereunder; (b) keep, or permit to be kept, any toxic or harmful substance on, in, under or about the leased Premises and Project areas; (c) conduct, or permit to be conducted, any operation from the leased Premises and Project areas which might emit offensive or unreasonable odors or conditions; (d) make undue or unreasonable noise or create undue or unreasonable vibrations; and/or (e) keep, or permit to be kept, any waste, debris or refuse on, in, under or about the leased Premises and Project areas at any time.

### **13. CONSTRUCTION OR DEMOLITION PROJECTS.**

- (A)** When proposing construction or demolition projects on the leased Premises, City shall provide Union Pacific with a set of plans and specifications for Union Pacific's review and approval prior to the start of construction or demolition, which approval shall not be unreasonably withheld, delayed or conditioned.
- (B)** City understands that Union Pacific's approval of any plans or specifications shall not be deemed to mean that the construction contemplated therein, nor completed in accordance therewith, is structurally sound, appropriate, and/or meets applicable regulations, laws, statutes or local ordinances, and/or building codes.
- (C)** Notwithstanding Union Pacific's satisfaction, review and approval as allowed in this Agreement, the parties further agree that Union Pacific is expressly and impliedly not agreeing to undertake any professional responsibilities or duties with regard to design, construction, maintenance, repair, renewal, modification or reconstruction and that Union Pacific's review, satisfaction and/or approval does not constitute a review and approval relating to any standard of care required for design, construction, maintenance, repair, renewal, modification or reconstruction professionals.
- (D)** Union Pacific shall not be responsible for any liability or claims arising out of or connected to its review, satisfaction and/or approval of design or plans, including but not limited to claims related to design, placement, construction, maintenance, drawing or construction criteria; adequacy of the performance or preparation of the design and/or construction documents, design or construction details, design and/or construction means and methods; obtaining permits or performing any construction of any work related to the leased Premises or the Project which is the subject of this Agreement.
- (E)** Union Pacific's satisfaction, review and/or approval, to the extent given, shall not operate as a waiver of any rights, claims, responsibilities or duties of City, its agents or contractors, nor is it an express or implied waiver of any standard of care required for design, construction, maintenance, repair, renewal, modification or reconstruction professionals.

(F) City agrees that it shall be solely responsible for determining whether its plans and specifications, design, construction, repair and maintenance meet Union Pacific's and Amtrak's specifications and guidelines.

14. **NO DELAY IN RAILROAD OPERATIONS.** City acknowledges that during construction of the Project Union Pacific shall continue its full operations, as are necessary, at Union Pacific's sole discretion. City shall not allow its activities to delay or harm any of Union Pacific's operations or adjacent property.

15. **NOTICES.** All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (a) on the date of delivery, if delivered personally on the party to whom notice is given, or if made by telecopy directed to the party to whom notice is to be given at the telecopy number listed below and receipt has been confirmed either telephonically or by facsimile, or (b) on receipt, if mailed to the party to whom notice is to be given by overnight courier or first class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

To City of Lincoln:

**Attn: Clay Johnson  
City Administrator  
700 Broadway St.  
P.O. Box 509  
Lincoln, Illinois, 62656  
Telephone: (217) 732-2122**

To Union Pacific:

**Union Pacific Railroad Company  
Attn: General Manager - Real Estate - Real Estate Department  
1400 Douglas Street, Stop 1690  
Omaha, NE 68179**

**Reference: UPRR Folder No. 2958-57**

16. **INDEMNITY AND LIABILITY.** City agrees to indemnify Union Pacific as set forth in Exhibit F, attached hereto and incorporated herein, and to comply with all terms and conditions therein.

17. **INSURANCE.** City agrees and promises to insure as set forth in Exhibit G, attached hereto and to comply with all terms and conditions therein. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

**Union Pacific Railroad Company  
Attn: General Manager - Real Estate - Real Estate Department**

1400 Douglas Street, Stop 1690  
Omaha, NE 68179

Reference: UPRR Folder No. 2958-57

18. **COMPLIANCE WITH LAWS AND REGULATIONS.** City and its Contractors shall conduct all work, operations and activities in compliance with all applicable laws, regulations, ordinances, and requirements of any governmental authority having jurisdiction over same, including, without limitation, all applicable design, operations, and safety laws and ordinances, all local, county, state and federal vegetation laws and regulations, Environmental Laws, and all rules and regulations of any federal, state, or local authority, including, without limitation, the FRA, applicable to such facilities and this Agreement ("Laws").
19. **ENVIRONMENTAL MATTERS.**
- A. **Environmental Laws:** City shall comply with all applicable federal, state and local environmental laws and regulations pertaining to the Premises and Project. Relevant laws and regulations may include, but are not limited to, federal, state and local requirements authorized by the Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act ("RCRA"), Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), Emergency Planning and Community Right to Know Act (EPCRA), Oil Pollution Act (collectively referred to as the Environmental Laws), the Hazardous Materials Transportation Act ("HMTA), and other applicable state and local laws, regulations and requirements.
  - B. **No TSD or UST:** City shall treat hazardous waste or establish a treatment, storage, transfer or disposal facility for hazardous waste, as set forth by Laws. City shall not install, establish or maintain an underground storage tank.
  - C. **Oil or Hazardous Substance Releases:** City shall not cause a release of oil or hazardous substances. In the event of a release, City shall implement all notification, recovery and response measures required by Laws, and remediate the effects of such release to the satisfaction of federal, state and local authorities. The responsible party shall coordinate with federal, state and local emergency response authorities in responding to and remediating release conditions. Nothing in this section shall be construed to require City to remediate any release of oil or hazardous substances that may have occurred before the Lease commencement date.
  - D. **Release Notification:** Upon obtaining knowledge of a release which occurs within the Premises, and following regulatory notifications required by Laws. City shall give immediate notice to Union Pacific of all relevant facts pertaining to the release, including but not limited to, a description of all measures

undertaken to investigate, respond to and remediate or otherwise cure such release.

- E. **Costs of Response:** City shall take full responsibility for notification, response, recovery and remediation of said release, and shall incur all costs and expenses related to notification, recovery, response and remediation.
  - F. **Remediation.** Notwithstanding any other provision in this Agreement, City shall fully release, hold harmless and indemnify Union Pacific from responsibility, liability and/or related costs and expenses associated with notification, response, recovery and remediation on the Premises.
  - G. **Notices of Violation:** If a notice of violation is issued by a federal, state or local governmental authority to any party associated with the Project or Premises, City shall take full responsibility for its correction to the satisfaction of the issuing authority, or for its defense if appropriate. City shall also be responsible for payment of negotiated or non-defensible fines and penalties associated with a notice of violation. If both parties to this agreement have responsibility for the condition which gives rise to a notice of violation, the parties shall work cooperatively to resolve the condition, pay for negotiated or non-defensible fines and penalties, and/or provide a defense.
  - H. **Notification and Resolution of Risks to Human Health or Environment:** If a condition within the Project or Premises poses a risk to human health or the environment, City shall immediately notify UP. City shall take immediate action to eliminate or otherwise resolve the risk. If both parties share responsibility for the condition which gives rise to the risk, the parties shall work cooperatively to eliminate or resolve said risk. The costs and expenses associated with elimination or resolution of a risk to human health or the environment shall be initially paid by the City, and later shall be allocated among the responsible parties in a fair and equitable manner.
20. **MECHANIC'S OR OTHER LIENS.** If, because of any act or omission of City (or its agents, contractors, subcontractors, employees, workers) any mechanic's lien or other lien, charge or order for the payment of money shall be filed against Union Pacific, City shall at its own expense take action to resolve the mechanic's lien or other lien within thirty (30) days after becoming aware of such lien or after written notice from Union Pacific of the filing thereof, and shall defend, indemnify and save harmless Union Pacific against and from all costs, liabilities, damages, losses, fines, penalties, FELA claims and negligence claims, including legal fees, costs and expenses, resulting therefrom. Should City become aware of a possible or actual filing of lien in the above instances, it shall notify Union Pacific in writing of same in a timely fashion.
21. **DISPUTE RESOLUTION.** In the event a dispute arises under this Agreement which cannot be resolved between the parties, a mediator may be selected by the parties and the parties agree to mediate the issue in a good faith effort to resolve the same. In the event

mediation fails to resolve the issue, either City or Union Pacific may commence an action only in federal court.

**22. TERM.**

- (A) The term of this Agreement shall commence on (i) the date of execution by all parties; or (ii) on the date upon which any work or services commence on the Premises or Project, whichever date is earliest.
- (B) The Parties agree that every five (5) years Union Pacific has a right to review the following terms of this Agreement and to make changes pursuant to Union Pacific's then existing standards or requirements:
  - (i) Insurance requirements; and/or
  - (ii) Terms and conditions of the CROE (attached as Exhibit D).
- (C) This Agreement shall remain in effect for twenty (20) years following commencement. However, the Agreement shall be considered effectively terminated upon (i) Default, as set forth in Section 24 below; or (ii) upon the date after which a carrier has ceased providing intercity rail passenger service to the Station and Platform in the City of Lincoln, Illinois for a consecutive period of 24 months.

**23. OWNERSHIP OF IMPROVEMENTS ON THE LEASEHOLD.**

- (A) During the term of the Agreement, City shall be considered the legal owner of Project and any and all personal property, additions, improvements, fixtures, vegetation and landscaping upon the leasehold, including but not limited to the Platform, Station, parking, and areas of ingress and egress.
- (B) If after 24 consecutive months intercity rail passenger service is no longer provided to the Premises, the parties agree that Union Pacific has the sole, unilateral right to require City to demolish and remove any improvements or additions to the leasehold during the term of the Lease Agreement, including but not limited to the Platform and Project areas, and to require City to restore the leasehold to its same condition as presented at the inception of the Lease Agreement. Such demolition and restoration shall be at the sole cost and expense of the City. Union Pacific may, at its option, undertake such demolition and restoration and to charge all reasonable and necessary costs and expenses to the City for payment within thirty (30) days of the completion of the work.

**24. DEFAULT.** If either party fails to perform its substantive duties and obligations hereunder, and such failure continues for more than thirty (30) days after written notice from the other party to cure such failure, such other party may terminate this Agreement.

**25. CONSIDERATION.** City shall pay Union Pacific a one-time, up-front fee of Fifteen Thousand Dollars (\$15,000) as consideration for this Agreement due on or before commencement.

**26. COMPLIANCE WITH LAWS.**

- (A) Including but not limited to City's representation that it shall comply at all times

with the current and applicable federal, state and local laws, regulations, rules, ordinances, regulations, standards, guidelines, statutes and orders covering Premises, Project and all areas, City also warrants that it shall comply with::

- (i) Americans with Disabilities Act of 1990, 42 U.S. Code § 12101, *et seq.*, as amended (“ADA”); and
  - (ii) U.S. Department of Transportation (“DOT”) regulations at 49 CFR Part 37 (“DOT Regulations”); and
  - (iii) 625 ILCS 5/18c-7401 and 92 Ill. Adm. Code s 1535.20; and
  - (iv) DOT guidance relating to passenger platforms.
- (B) Upon request from any governmental authority, including but not limited to the FRA (or similar successor agency), City shall provide an accessibility plan (including any proposed ADA-related scope of work, schedule, and source(s) or proposed source(s) of funding for bringing the platform and station into ADA compliance (“Accessibility Plan”).
- (C) Nothing in this Agreement shall be interpreted as making Union Pacific a responsible party for purposes of compliance with any current and applicable federal, state and local laws, regulations, rules, ordinances, regulations, standards, guidelines, statutes and orders covering Premises, Project and all areas, including but not limited to those forth in (A) above.

27. **SUCCESSORS, ASSIGNMENT AND SUBLETTING.** This Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto, except that neither party shall assign or transfer this Agreement or any of its rights hereunder to any person, firm, or corporation without obtaining the prior written consent of the other, which consent shall not be unreasonably withheld, conditioned or delayed. City shall not sublet the Premises or any part thereof, without the prior written consent of Union Pacific, which consent shall not be unreasonably withheld, conditioned or delayed.
28. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties regarding the construction, operation and maintenance of the leased Premises. All prior discussions and understandings concerning the construction, operation, repair and maintenance of the Premises and/or Project are superseded by this Agreement. The material terms of this Agreement or any part hereof may not be changed, amended or modified, except by written agreement signed by duly authorized representatives of each party.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Dated this \_\_\_\_ day of October, 2016.

**CITY OF LINCOLN, ILLINOIS**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated this \_\_\_\_ day of October, 2016.

**UNION PACIFIC RAILROAD COMPANY,**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT A**

The leased Premises shall consist of the area located at 101 N Chicago Avenue, Lincoln, IL 62656 and also that area depicted on the drawing attached hereto as Exhibit A-1, page 1.

Premises shall include any Platform, Station, parking, landscaping and vegetation, ingress and egress and all areas and physical additions or changes added to the leasehold by City. It is the parties' intent to replace Exhibit A-1 with an accurate depiction of the subleased premises once the Project has been completed.

**EXHIBIT B**  
**UPRR SHORING GUIDELINES**

**EXHIBIT C 1 AND 2**  
**UPRR CLEARANCE STANDARDS**  
**AND PLATFORM GUIDELINES**

**EXHIBIT D**

**UNION PACIFIC RAILROAD COMPANY  
CONTRACTOR'S ENDORSEMENT – CITY of LINCOLN**

**As an express condition and promise of the City of Lincoln Lease Agreement (hereinafter Lincoln Agreement), the City of Lincoln shall execute the following Contractor's Endorsement with each and every contractor and subcontractor performing work on the Lincoln Premises, Project or Platform, or entering upon the property which is the subject of the Lincoln Agreement.**

A. As a condition to entering upon UPRR's (Licensor's) right-of-way to perform work pursuant to the Lincoln Agreement, the City of Lincoln's (City Licensee's) Contractor and/or Sub-contractor:

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(hereinafter the "Contractor") agrees to comply with all the terms and provisions of the attached Right of Entry relating to the work to be performed, and the indemnity requirements set forth in the attached Licensor's Right of Entry for City of Lincoln.

B. Before the Contractor commences any work, the Contractor shall provide UPRR and the City of Lincoln with a certificate issued by the Contractor's and Subcontractor's insurance carrier providing the insurance coverage required pursuant to Exhibit D-2, attached to the UPRR Right of Entry for City of Lincoln.

**All insurance correspondence shall be directed to:**

**Union Pacific Railroad Company  
Attn: General Manager - Real Estate - Real Estate Department  
1400 Douglas Street, Stop 1690  
Omaha, NE 68179**

**Reference: UPRR Folder No. 2958-57**

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(Please print Contractor's Name above)  
X  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**UNION PACIFIC RAILROAD COMPANY  
CONTRACTOR'S RIGHT OF ENTRY – CITY of LINCOLN**

**THIS AGREEMENT is made and entered into as of \_\_\_\_\_, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (hereinafter the "Railroad"), and \_\_\_\_\_, (hereinafter the "Licensee"). IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**Article 1. DEFINITION OF LICENSEE.**

For purposes of this Agreement, Licensee and Contractor are interchangeable and all such references in this Agreement to the Licensee and Contractor shall also include its subcontractors, officers, agents, employees, temporary workers or any other person or entity engaged and/or hired by Licensee to perform any work arising out of or connected to the Lincoln Passenger Platform Project, or who are present on any portion of the Property; and any reference shall also include subcontractor's respective employees, officers, agents, temporary worker or other person or entity engaged or hired by Contractor and/or Licensee to perform any work arising out of or connected to the Project or who are present on any portion of the Property.

**Article 2. RIGHT GRANTED; PURPOSE.**

The Railroad hereby grants to the Licensee the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the portion of Railroad's property on, about, in or around the vicinity of the Premises and/or for the purpose of the City of Lincoln Passenger Platform Project. The right herein granted to Licensee is limited to those portions stated above and to the Railroad's property designated for the project.

**Article 3. TERMS AND CONDITIONS CONTAINED IN EXHIBITS 1 AND 2.**

The terms and conditions contained in Exhibits D-1 and D-2, hereto attached, are hereby made a part of this Agreement.

**Article 4. ALL EXPENSES TO BE BORNE BY LICENSEE;  
RAILROAD REPRESENTATIVE.**

The Licensee shall bear any and all costs and expenses associated with any work performed by the Licensee, or any costs or expenses incurred by the Railroad relating to this Agreement. All work performed by Licensee on Railroad's property shall be performed in a manner satisfactory to the representative local Manager of Track Maintenance of the Railroad or his authorized representative (hereinafter the Railroad Representative) if designated:

**UPRR Manager of Track Maintenance**

**Greg Patten  
Manager-Track Maintenance  
Union Pacific Railroad Company  
811 W. Chestnut  
Bloomington, Illinois 61701  
Phone: 402 501 3734**

**Article 5. TERM; TERMINATION.**

A. The grant of right herein made to Licensee shall commence on the date of the execution of this Agreement, and continue until Work is completed, unless sooner terminated as herein provided, or at such time as Licensee has completed its work on Railroad's property, whichever is earlier. Licensee agrees to notify the **Manager of Track Maintenance** in writing when it has completed its work on Railroad property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

**Article 6. CERTIFICATE OF INSURANCE.**

A. Before commencing any work, the Licensee shall provide the Railroad with a Certificate issued by its insurance carrier providing the insurance coverage required pursuant to **Exhibit D-2** of this Agreement, and agrees to meet the insurance requirements as set forth therein.

B. Licensee warrants that this Agreement has been thoroughly reviewed by its insurance agent(s)/broker(s) and that said agent(s)/broker(s) has been instructed to procure insurance coverage and an endorsement as required herein.

C. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

**Union Pacific Railroad Company  
Attn: General Manager - Real Estate - Real Estate Department  
1400 Douglas Street, Stop 1690  
Omaha, NE 68179**

**Reference: UPRR Folder No. 2958-57**

**Article 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

Fiber optic cable systems may have been previously buried on UPRR Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break

could disrupt service to users resulting in business interruption and loss of revenue and profits. Prior to beginning any work, the Licensee shall telephone the Railroad at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on the property set forth herein. If it is, the Licensee shall also comply with and be subject to the provisions contained in Section 6 of Exhibit 1.

**Article 8. ENFORCEABILITY; CHOICE OF LAW; CHOICE OF FORUM.**

This Agreement shall be governed, construed, and enforced in accordance with the laws of the state of Nebraska. Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the state of Nebraska, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and consent to service of process issued by such courts.

**Article 9. LICENSE FEE.**

Licensee shall pay, and Railroad shall accept, upon the execution and return of this instrument, the nonrefundable sum of **\$1.00 per month**, due and payable for the time during the course and scope of this Agreement, or during the course and scope of the work to be performed under this Agreement, or during any time during which the Licensee's and/or its Contractor's and Subcontractors are present upon UPRR Property, whichever period is longer.

Such sums shall be payable to cover Railroad's cost to prepare and administer this Agreement. Such sum shall include the UPRR Folder No. 2958-57, and be made payable to UPRR, and is to be sent to the attention of:

**Union Pacific Railroad Company  
Attn: General Manager - Real Estate - Real Estate Department  
1400 Douglas Street, Stop 1690  
Omaha, NE 68179**

**Reference: UPRR Folder No. 2958-57**

Flagging charges are not included in the sum recited in the preceding paragraph, and shall be billed separately, if incurred. Please contact **Manager of Track Maintenance** to coordinate such needs and payment for the same.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

*Federal Taxpayer I.D. #94-6001323*

By: \_\_\_\_\_

**Manager - Contracts**

**LICENSEE,** \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

*(Pursuant to ordinance, resolution, or other evidence of proper authority to execute this instrument, a copy of which shall be attached to the Railroad's original counterpart of this document.)*

***EXHIBIT (D-1)***

**UPRR CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

**Terms and Conditions**

**Section 1. NOTICE OF COMMENCEMENT OF WORK – FLAGGING.**

The Licensee agrees to notify the Railroad Representative **Manager of Track Maintenance** at least Ten (10) days in advance of Licensee commencing its work and at least 24 hours in advance of proposed performance of any work by the Licensee in which any person or equipment will be within 25 feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within 25 feet of any track.

Upon receipt of such notice, the Railroad Representative **Manager of Track Maintenance** will determine and inform the Licensee whether a flagman need be present and whether the Licensee need implement any special protective or safety measures. If any flagmen or other special protective or safety measures are performed by the Railroad, such services shall be provided at Licensee's expense with the understanding that if the Railroad provides any flagging or other services, the Licensee shall not be relieved of any of its responsibilities, duties and/or liabilities set forth herein.

Union Pacific shall bill City's Contractor for flagging expenses at Union Pacific's current daily flagging rate for a standard Eight (8) hour day with extra charges being assessed for flagging exceeding eight hours a day or flagging performed on Saturdays, Sundays and holidays and for Union Pacific's standard labor additives, if applicable.

**Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.**

- a. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of the Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Railroad without liability to the Licensee or to any other party for compensation or damages.
- b. The foregoing grant is also subject to all outstanding superior rights (including those in favor of Licensees and lessees of the Railroad's property, and others) and the right of the Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

**Section 3. NO INTERFERENCE WITH RAILROAD'S OPERATION.**

- a. No work performed by Licensee shall cause any interference with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Railroad, its lessees, Licensees or others, unless specifically permitted under this Agreement, or specifically authorized in advance by the Railroad Representative. Nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.
- b. Licensee shall not enter upon Railroad's Right of Way without notification to Railroad and without express permission from its representatives as identified below. All work within 12 feet of the outside rail of track (whether on Premises or not) shall be coordinated with the current Union Pacific Manager of Track Maintenance.

**UPRR Manager of Track Maintenance**

Greg Patten  
Manager-Track Maintenance  
Union Pacific Railroad Company  
811 W. Chestnut  
Bloomington, ILL 61701  
Phone: (402) 501-3734

- c. When not in use, Licensee's machinery and materials shall be kept at least 50 feet from the centerline of Railroad's nearest track.
- d. Licensee shall only cross Railroad's tracks except at existing open public crossings..

**Section 4. PERMITS.**

Prior to beginning any work, the Licensee, at its sole expense, shall obtain all necessary permits to perform any work contemplated by this Agreement.

**Section 5. MECHANIC'S LIENS.**

The Licensee shall pay in full all persons who perform labor or provide materials for the work to be performed by Licensee. The Licensee shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be enforced against any property of the Railroad for any such work performed. The Licensee shall indemnify and hold harmless the Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such materialmen's lien, mechanic's lien, any work done, labor performed, or materials furnished for the Project.

**Section 6. FIBER OPTIC CABLE SYSTEMS.**

In addition to other indemnity provisions in this Agreement, the Licensee shall indemnify and hold the Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of the Licensee, its contractor, agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Licensee shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

**Section 7. COMPLIANCE WITH LAWS.**

In the prosecution of the work covered by this Agreement, the Licensee shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Licensee shall use only such methods as are consistent with safety, both as concerns the Licensee, the Licensee's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Licensee (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's property. If any failure by the Licensee to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Licensee shall reimburse and indemnify the Railroad for any such fine, penalty, cost or charge, including without limitation attorneys' fees, court costs and expenses. The Licensee further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

**Section 8. SAFETY INSTRUCTIONS.**

Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work pursuant to this Agreement. As reinforcement and in furtherance of overall safety measures to be observed by the Licensee (and not by way of limitation), the following special safety rules shall be followed:

- a. The Licensee shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job. The Licensee shall have proper first aid supplies available on the job site so that prompt first aid services can be provided to any person that may be injured on the job site. The Licensee shall promptly notify the Railroad of any U.S. Occupational Safety and Health Administration reportable injuries occurring to any person that may arise during the work performed on the job site. The Licensee shall have a non-delegable duty to control its employees, while they are on the job site or any other property of the Railroad to be certain they do not use, be under the influence of, or have in their possession any

alcoholic beverage or illegally obtained drug, narcotic or other substance that may inhibit the safe performance of work by an employee.

- b. The employees of the Licensee shall be suitably dressed to perform their duties safely and in a manner that shall not interfere with their vision, hearing or free use of their hands or feet. Only waist length shirts with sleeves and trousers that cover the entire leg are to be worn. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching. The employees should wear sturdy and protective footwear. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes or other shoes that have thin soles or heels that are higher than normal. In addition, the Licensee shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations or Railroad officials overlooking the work at the job site. In particular, the protective equipment to be worn shall be:
- (1) Protective head gear that meets American National Standard-Z89.1-latest revision. It is suggested that all hardhats be affixed with Licensee's or subcontractor's company logo or name.
  - (2) Eye protection that meets American National Standard for occupational and educational eye and face protection, Z87.1-latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, burning, etc.; and
  - (3) Hearing protection which affords enough attenuation to give protection from noise levels that will be occurring on the job site.
- c. All heavy equipment provided or leased by the Licensee shall be equipped with audible back-up warning devices. If in the opinion of the Railroad Representative any of Licensee's or any of its subcontractors' equipment is unsafe for use on the Railroad's right-of-way, the Licensee, at the request of the Railroad Representative, shall remove such equipment from the Railroad's right-of-way.

#### **Section 9. INDEMNITY & LIABILITY.**

Notwithstanding the terms of any other agreement, Licensee agrees as follows:

- I. **Definitions.** The following definitions shall apply:
- A. **Railroad** shall include Union Pacific Railroad Company and its employees, parent company, officers, subsidiaries, successors and assigns;
  - B. **Licensee** shall include the undersigned Licensee and its employees, parent company, officers, subsidiaries, successors and assigns;
  - C. **Liability** shall mean any and all negligent, willful and/or intentional acts, omissions, claims, strict and/or products liability claims, suits, bailments, demands, legal and/or governmental proceedings, violations of any statute, regulation or law, Federal Employers' Liability Act "FELA" (45 U.S.C. §51, et

*seq.*) or any other safety or OSHA act claims, obligations, fines, penalties, and civil or criminal enforcements, as allowed by law.

D. **Damage** means any and all injuries, deaths, losses, harms, wrongs, fees, fines, interest, penalties, clean ups, costs, judgments, settlements, expenses, loss of use, defense costs and/or payments, on an after tax basis and as allowed by law. *This includes, but is not limited to:*

1. Injury, damage, FELA claims, diminution or death to any person or entity;
2. Injury, damage or diminution in value to real or personal property or right;
3. All costs, expenses and attorney fees arising out of or connected to Liability and Damage; and
4. Punitive damages.

## II. Indemnity and Liability.

Licensee agrees to release, hold harmless, defend and indemnify Railroad from and against any and all Liability and Damages which arise out of or which are connected to the work performed by Licensee.

A. This includes, but is not limited to, any and all:

1. Direct or third party Liability and/or Damages;
2. Any and all Liability and/or Damages relating in any way to the Lincoln Premises and/or Platform, its use, operation, construction, design or other infrastructure and equipment (including contents of equipment), ingress and egress and regardless of ownership, possession or control;
3. Liability and/or Damages arising out of or connected to any Federal, State, or Local law, rule or regulation relating to the environment and/or endangered or protected wildlife or species;
4. Any act or omission occurring at, on, or adjacent to the Premises, Lincoln Platform, property, and ingress or egress to such property; and
5. **LIABILITY AND DAMAGES ARISING OUT OF OR CONNECTED TO, IN WHOLE OR IN PART, ANY AND ALL ACTS OF RAILROAD INCLUDING BUT NOT LIMITED TO DIRECT, ACTIVE, PASSIVE, GROSS, WILLFUL OR RECKLESS NEGLIGENCE AND/OR MISCONDUCT, AND EVEN IF LIABILITY AND DAMAGES ARE THE SOLE FAULT OF RAILROAD. LICENSEE INDEPENDENTLY UNDERSTANDS THAT THIS PROMISE IS INTENDED TO INDEMNIFY RAILROAD FOR AND ANY ALL ITS ACTS REGARDLESS OF FAULT AND UNLESS PROHIBITED BY STATUTE.**

**B. This does not include:**

1. FELA and Safety Act Liability and Damages for injury or death to a Union Pacific employee solely caused by Union Pacific Railroad;
2. Any indemnity or contribution prohibited by statute.

### **III. Extent of Indemnity and Liability.**

This promise shall survive any termination, modification or expiration of this Agreement, and shall supersede any and all other agreements or obligations. Those promises as set forth in this Exhibit D-1 are wholly separate and independent of Licensee's promises to insure, as set forth in Exhibit D-2 to this Agreement.

#### **Section 10. RESTORATION OF PROPERTY.**

In the event the Railroad authorizes the Licensee to take down any fence of the Railroad or in any manner or disturb any of the other property of the Railroad in connection with the work to be performed by Licensee, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Railroad, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, arising from the taking down of any fence or the moving or disturbance of any other property of the Railroad.

#### **Section 11. WAIVER OF BREACH.**

The waiver by the Railroad of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Railroad to avail itself of any remedy for any subsequent breach thereof.

#### **Section 12. ASSIGNMENT – SUBCONTRACTING.**

The Licensee shall not assign, sublet or subcontract this Agreement, or any interest therein, without the written consent of the Railroad and any attempt to so assign, sublet or subcontract without the written consent of the Railroad shall be void. If the Railroad gives the Licensee permission to subcontract all or any portion of the work herein described, the Licensee is and shall remain responsible for all work of subcontractors and all work of subcontractors shall be governed by the terms of this Agreement.

***EXHIBIT (D-2)***

**UPRR CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

**Insurance Requirements**

Without limiting the foregoing promises, and as a wholly separate obligation and promise, Licensee agrees, at its sole cost and expense, to procure and maintain during the life of the Agreement the following insurance with regard to Union Pacific Railroad, the owner of the leasehold:

**Commercial General Liability (CGL) insurance** with a limit of not less than \$5,000,000 for each occurrence, and a general aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- **Contractual Liability Railroads** ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- **Coverage For Certain Operations In Connection With Railroads** ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

**Motor Carrier Act Endorsement** – Hazardous material clean up (MCS-90) if required by law.

**Business Auto Liability (BA) coverage** written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent coverage), with a limit of not less \$5,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

**Umbrella or Excess insurance.** If Licensee utilizes umbrella or excess policies to comply with the limits required by Agreement, the policies must "follow form" and afford no less coverage than the primary policy.

**Workers' Compensation and Employers' Liability insurance.** Coverage must include but not be limited to:

- Statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee).

- If self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U.S. Longshoreman's and Harbor Workers' Act, the Jones Act and the Outer Continental Shelf Land Act, if applicable.

**Railroad Protective Liability insurance.** Licensee must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) with Railroad as the only named insured, with a limit of not less than \$5,000,000 per occurrence and an aggregate of \$10,000,000. The definition of "JOB LOCATION" and "WORK" on the declarations page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement.

**A BINDER OF INSURANCE STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO THE RAILROAD BEFORE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.**

**Other Requirements.**

All policy(ies) required above (except business auto and workers' compensation and employers liability) must include Railroad as 'Additional Insured' using ISO Additional Insured Endorsements CG 20 26,(or substitute forms providing equivalent coverage). Licensee and UPRR intend this to be an insuring agreement and expect that UPRR shall be provided with the broadest possible insurance coverage available by operation of law under ISO Additional Insured Endorsements CG 20 26 and such coverage shall be at least as broad as the coverage afforded to the named insured under the policies; and shall not be limited by Licensee's liability under the indemnity provisions of this or any other Agreement. The parties understand that this is an Agreement to insure.

Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

Licensee waives all rights against Railroad and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employers' liability or commercial umbrella or excess liability insurance obtained by Licensee required by this agreement.

Prior to entry onto Railroad Property Licensee shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement. Such certificates shall be sent to:

**Union Pacific Railroad Company  
Attn: General Manager - Real Estate - Real Estate Department  
1400 Douglas Street, Stop 1690  
Omaha, NE 68179**

**Reference: UPRR Folder No. 2958-57**

All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Bests Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

The fact that insurance is obtained by Licensee and/or Contractor and/or subcontractor in accordance with this Section shall not be deemed to release or diminish the liability or indemnity of Licensee and/or Contractor and/or subcontractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee and/or Contractor and/or subcontractor or any third party shall not be limited by the amount of the required insurance coverage. The parties understand and agree that this is a separate agreement and promise to insure.