

**CITY OF LINCOLN**  
**REGULAR COMMITTEE OF THE WHOLE MEETING**  
**AGENDA**  
**AUGUST 14, 2018**  
**CITY HALL COUNCIL CHAMBERS**  
**7:00 PM**

1. **Call to Order**
2. **Pledge of Allegiance to the Flag**
3. **Public Participation**
4. **Request by the Christian Village to Permit Closure of South Main Street between alley behind Fifth Street Mart and 6<sup>th</sup> Street for the Annual Fall Festival, September 28, 2018, 4:00-8:00 p.m.**
5. **Request by Route 66 Heritage Foundation of Logan County for a Road Closure on First Street, between Washington and Jefferson Streets, from 1:00 pm to 4:00 p.m., Sunday, August 26, 2018, for Governor Rauner's Route 66 Motorcycle Ride Through Lincoln, IL**
6. **Letter of Understanding and Agreement with Logan County Tourism Bureau**
7. **Mannie Gaston RE: Continuous Eleventh Street Congestion with Illegal Parking of Multiple Vehicles and Trailers by a Single Owner, and Request for the City to Strengthen the Current Illegal Parking Ordinance**
8. **ComCast Ten-Year Agreement**
9. **Request by Street Department Superintendent to Approve Sidewalk Targets and Additional Resurfacing Targets**
10. **Approval of Lot Loan Bid for the Real Estate at 716 Broadway Street**
11. **Approval of the Bids Received for Building a Separation Wall Between the City Administrator's and the City Clerk's Offices**
12. **Survey Results and Liability Insurance Information Received in Consideration of the Application of a "Quiet Zone" on the Union Pacific Railway within the Lincoln City Limits**
13. **Hiring of an additional clerical position for the City Clerk's Office**
14. **Discussion of new City Administrator's job duties**
15. **Announcements**
16. **Executive Session pursuant to 2(c)(5) of the Illinois Open Meetings Act for the purchase or lease of real property for the use of the public body**
17. **Executive Session pursuant to 2(c)(1) of the Illinois Open Meetings Act**
18. **Adjournment**
19. **Upcoming Meetings**  
**City Council Meeting: Monday, August 20, 2018**  
**Committee of the Whole Tuesday, August 28, 2018**

# REQUEST TO PERMIT

DATE: 8-9-18

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

closure of South Main St. between  
alley behind 5<sup>th</sup> Street Mart and  
6<sup>th</sup> St.

Annual Fall Festival September 28<sup>th</sup>  
4 PM - 8 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: The Christian Village

Address: 1507 7<sup>th</sup> St.

Lincoln, IL 62656

Phone: 217-732-2189 Cell: \_\_\_\_\_

Email: jbobell@chliving.org



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/09/2018

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101  CN108953834-GAWU-18-19	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Midwest Christian Villages, Inc DBA Christian Horizons 622 Emerson Road St. Louis, MO 63141	<b>INSURER A:</b> Brickstreet Mutual Insurance Company NAIC # 12372	
	<b>INSURER B:</b> National Fire & Marine Insurance Co 20079	
	<b>INSURER C:</b> American Casualty Company of Reading, PA 20427	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CHI-00898740-03      **REVISION NUMBER:** 0

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: SIR: See Acord 101		42PSC30519201	05/01/2018	05/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
C	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BUA8071830169	05/01/2018	05/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED    RETENTION \$		42USC30519301	06/01/2018	05/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N    N/A	WCB1026244	03/01/2018	03/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability (Claims Made)		42PSC30519201	05/01/2018	05/01/2019	Each Occurrence 1,000,000 Aggregate Per Location 3,000,000

DESCRIPTION OF OPERATIONS / LOCATION'S / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: The Christian Village, Lincoln, IL

<b>CERTIFICATE HOLDER</b>  Lincoln City Hall 700 Broadway Lincoln, IL 62656	<b>CANCELLATION</b>  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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Marsh USA Inc.		NAMED INSURED Midwest Christian Villages, Inc DBA Christian Horizons 622 Emerson Road St Louis, MO 63141	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Professional Liability limit Continued:  
 GL/PL \$7,500,000 policy Aggregate except Indiana  
 \$150,000 each occurrence/\$750,000 aggregate per location for Indiana

General Liability / Professional Liability SIR  
 \$250,000 each occurrence / \$750,000 GL/PL Aggregate  
 \$100,000 Maintenance

Indiana SIR:  
 \$250,000 each occurrence / 1,250,000 aggregate per location  
 \$100,000 Maintenance



# REQUEST TO PERMIT

JUL 26 2018

DATE: 7/23/18

RECEIVED

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

Road Closure on First Street between  
Washington + Jefferson on Sunday  
Aug 26th for Gov. Rauner - Rt 66  
Motorcycle Ride. - 1 to 4 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: Route 66 Heritage Foundation of Logan County

Address: 738 S. Washington  
Lincoln IL

Phone: 217-671-3790 Cell: \_\_\_\_\_

Email: geoffladd66@gmail.com



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/18/2018

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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 Terry Werth Insurance 1203 Woodlawn Road Lincoln, IL 62656	CONTACT NAME: Roberta	
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL: _____ ADDRESS: _____	
INSURED Route 66 Heritage Foundation of Logan Co 738 S Washington Street Lincoln, IL 62656	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Scottsdale Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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 SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		CPS2786099	2/15/18	2/15/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/POP AGG \$ Excluded
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DEF \$ RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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)

Tourism Office; Museum

CITY CLERK  
LINCOLN, ILLINOIS

JUL 26 2018

RECEIVED

CERTIFICATE HOLDER CANCELLATION No holders

City of Lincoln  
City Hall  
Lincoln, IL 62656

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

Melanie Derzhavets (gd)

LETTER OF UNDERSTANDING AND AGREEMENT

THIS LETTER OF UNDERSTANDING AND AGREEMENT is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between CITY OF LINCOLN, an Illinois municipal corporation located in Logan County, Illinois, hereinafter referred to as "CITY", and LOGAN COUNTY TOURISM BUREAU, an Illinois corporation with its principal office at 101 North Chicago Street, Lincoln, Illinois 62656, hereinafter referred to as "TOURISM", and both parties hereto hereinafter referred to as "PARTIES", WITNESSETH:

WHEREAS, PARTIES were also parties to a Memorandum of Understanding dated August 17, 2015; and,

WHEREAS, said Memorandum of Understanding provided for the obligations of PARTIES with respect to the restoration of the Tropics Restaurant and Café pole sign, hereinafter referred to a "SIGN"; and,

WHEREAS, upon the restoration and permanent placement of the SIGN, the PARTIES agreed that CITY would be obligated to "accept the maintenance and upkeep of the [SIGN] and its appurtenances"; and,

WHEREAS, SIGN has been fully restored and permanently placed, but there is confusion among the PARTIES as to who will own and insure the SIGN; and,

WHEREAS, PARTIES wish to resolve any confusion with respect to their ongoing obligations for the ownership, insuring, maintenance, and upkeep of SIGN.

NOW, THEREFORE, PARTIES do hereby freely and voluntarily agree as follows:

1. That the Memorandum of Understanding is hereby terminated and this Letter of Understanding and Agreement shall be binding among and between PARTIES hereto.
2. That CITY shall hereafter own and insure SIGN.
3. That CITY shall hereafter pay any and all electricity charges related to SIGN along with any and all upkeep and general maintenance with respect to SIGN, including but not limited to landscaping, and shall keep SIGN and the area surrounding the same in a clean and presentable manner.

4. That TOURISM shall undertake all actions necessary to transfer ownership of SIGN to CITY, if any.

5. That this Letter of Understanding and Agreement supersedes any prior agreements and undertakings between PARTIES hereto with respect to SIGN and represents the complete agreement of PARTIES. However, this Letter of Understanding and Agreement may be amended from time to time pursuant to the written agreement of PARTIES.

Dated as of the day and year first above written.

CITY OF LINCOLN, ILLINOIS

LOGAN COUNTY TOURISM BUREAU

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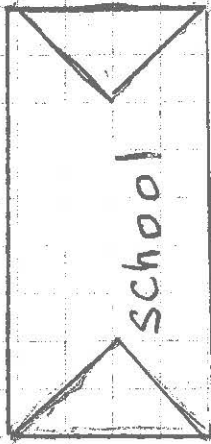
Seth Goodman  
Mayor

---

Cindy Fleshman  
Its President

WOOD LAWN RD

College St



PARKING

< CURB > PARKING

PARKING

PARKING CURB PARKING

State St

PARKING < PARKING

13

500 BIK 11th

600 BIK 11th

JACKSON ST

CHC

131

MIRROR TO RIMMER 12181  
" " " " CAR 71

Woodhawn Rd

Collage

School

DRIVE WAY

552

PARKING

hot

550

HINZEL COURT

JACKSON ST

Melrose  
Park

11th st

500 BIK

11th st

Collage

STATE ST

11 st

600 BIK

11 st

JACKSON ST





Petition to Ban parking of large trucks, trailers, Campers, Semi truck on the 500 & 600 blocks of 11<sup>th</sup> St. on school days from 7AM - 5PM

500 Block 11<sup>th</sup> St.

James & Sheri Lusk	501
Mark & Brooke Buttel	507
Mary W. Fletcher	515
Ernest & Fresh & Gary French	525
	506 school
Marjorie Leonard	529
Carl Pearson	537
Alroy	543
Van Buren	555
Andrew Schongul	550 APT 1
London & Amanda Maupin	550 APT 2
Scott & Shelly Jones	560
Paul Bailey & Cheyan Bailey	563
550 TAT Fitzsimmons Apt - 8	580 3 4 37

600 Block 11<sup>th</sup> St.

Maurice & Dore Heston	601
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This petition represents the total sum of all residences in the 500 & 600 block of 11<sup>th</sup> St.

page 2

Jasoy + Izabella Wilhelm,  
Garth SR

Matt Wray  
Stede Kottemann

Matt Wray

~~apt 3 5500~~  
~~apt 4 5500~~  
~~apt 5 5500~~  
~~apt 6 5500~~  
~~apt 7 5500~~



























Comcast Cable Communications, LLC.  
701 S. Dirksen Parkway  
Springfield, IL, 62703

August 1, 2018

Ms. Elizabeth Kavelman  
City Administrator  
City of Lincoln  
700 Broadway Street  
Lincoln, IL. 62656

Dear Ms. Kavelman,

Comcast is proud to provide telecommunication services to the residents of the City of Lincoln; a relationship we value greatly. We strive to provide the highest quality service this community and its residents deserve. We enjoy our relationship with the City of Lincoln, and look forward to serving the community in the years to come.

As part of this relationship, Comcast would like to renew our franchise agreement with the City of Lincoln. Comcast is interested in moving forward with renewal discussions as soon as possible. Enclosed for your review is a draft proposal of a franchise renewal document. It is our hope that we can reach an informal renewal on a document that is mutually beneficial to the City and Comcast.

Once you have had a chance to review the document we would be happy to meet with you to discuss further. We look forward to continuing our relationship, which we believe, has benefited the community and residents of the City of Lincoln. I will follow-up with you in a few weeks to see if you have any questions or need additional information. In the meantime don't hesitate to give me a call at 224-229-5295 or via email at [Libbie\\_stehn@comcast.com](mailto:Libbie_stehn@comcast.com).

Thanks you for your consideration and attention to this matter. We look forward to finalizing this process with the City.

Sincerely,

A handwritten signature in cursive script that reads "Libbie Stehn Tumulty".

Libbie Stehn Tumulty  
Manager of Government Affairs  
Comcast

**CABLE TELEVISION FRANCHISE AGREEMENT  
BY AND BETWEEN  
The  
CITY OF LINCOLN  
And  
COMCAST OF ILLINOIS/INDIANA/OHIO, LLC.**

This Draft Renewal Franchise Agreement is the result of discussions between the Metropolitan Mayors Caucus and Comcast, and is being submitted for discussion purposes under the informal process pursuant to 47 USC 546 (h).

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the City of Lincoln, Illinois (hereinafter, the “City”) and Comcast of Illinois/Indiana/Ohio, LLC., (hereinafter, “Grantee”) this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the “Effective Date”).

The City, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of and shall be governed by the Cable Act, and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

**SECTION 1: Definition of Terms**

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

“Cable Operator” means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or "Service" means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

“Cable System” or “System,” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“Customer” or “Subscriber” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the City, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of Illinois/Indiana/Ohio, LLC.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for



purposes of computing the City's permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5<sup>th</sup> Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena Decision," *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001)*, and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5<sup>th</sup> Cir. 2003).

"Initial Franchise Service Area" means that portion of the Franchise Area served by the Grantee's Cable System as of the Effective Date of this Franchise Agreement.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the City.

"Public Way" shall mean, pursuant and in addition to the City's Right of Way Ordinance (3-13-7), the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the City in the Franchise Area, to the extent that the City has the right and authority to authorize, regulate, or permit the location of facilities other than those of the City. Public Way shall not include any real or personal City property that is not specifically described in this definition and shall not include City buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

"Standard Installation" means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

"City" means the City of Lincoln, Illinois or the lawful successor, transferee, designee, or assignee thereof.

"Video Programming" or "Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

## **SECTION 2: Grant of Authority**

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), and 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, and Ordinance No. \_\_\_\_\_ approving and authorizing the execution of this Agreement, the City hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other

related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee's Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the City of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the City pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the City grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the City proposing to serve the Franchise Area, in whole or in part, the City shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

2.6.3. Provided that appropriate vehicle safety markings have been deployed, Grantee's vehicles shall be exempt from parking restrictions of the City while used in the course of installation, repair and maintenance work on the Cable System.

### **SECTION 3: Construction and Maintenance of the Cable System**

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Title/Chapter 3-13-7, entitled "Conditions of Street Occupancy," of the Municipal Code of the City of Lincoln as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the City requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the City shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

**SECTION 4: Service Obligations**

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per linear Cable System network mile as measured from the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or

previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the City in conducting inspections related to these standards upon reasonable prior written request from the City based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the City shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the City shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the City's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The City and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary Basic Cable Service and a free Standard Installation at one outlet to all eligible buildings as defined in said state statute. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus



materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an "Emergency Alert System" ("EAS") consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the "State of Illinois Emergency Alert System State Plan" – as may be amended from time to time. Should the City become qualified and authorized to activate the EAS, the Grantee shall provide instructions on the access and use of the EAS by the City to the City on an annual basis. The City agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the City, its employees or agents in using such system.

4.8. Customer Service Obligations. The City and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.* Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

#### **SECTION 5: Oversight and Regulation by City**

5.1. Franchise Fees. The Grantee shall pay to the City a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the City shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the City to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the City to increase the Franchise Fee above five percent (5%), and the City actually proposes to increase the Franchise Fee in exercise of such authority, the City may amend the Franchise Fee percentage. Following the determination to increase the Franchise Fee and enactment of an ordinance enabling the same, the City shall notify the Grantee of its intent to collect the increased Franchise Fee, and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the City) to effectuate any changes necessary to begin the collection of such increased Franchise Fee. In the event that the City increases said Franchise Fee, the Grantee shall notify its

Subscribers of the City's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the City to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the City pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the City approves the amendment by ordinance; and (c) the City notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The City and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.2.1 In accordance with 65 ILCS 5/11-42-11.05 (k), the City shall provide on an annual basis, a complete list of addresses within the corporate limits of the City. If an address is not included in the list or if no list is provided, the Grantee shall be held harmless for any franchise fee underpayments (including penalty and interest) from situsing errors.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The City agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority's representative. In the event that the City has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the City shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the City from and against any claims arising from the City's opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the City with an opinion or



directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the City, shall not be a violation of this Section.

#### **SECTION 6: Transfer of Cable System or Franchise or Control of Grantee**

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the City containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the City shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the City has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the City may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the City's consent thereto in the manner described in Section 6 above.

#### **SECTION 7: Insurance and Indemnity**

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the City certificates of insurance in accordance with Title "Indemnification of the City"/Chapter 3-13-15 (B) of the Lincoln Municipal Code.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the City, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing and operating its Cable System within the City. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The City shall give the Grantee timely written notice of its obligation to indemnify and defend the City after the City's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the City. If the City elects in its own discretion to employ additional counsel, the costs for such additional counsel for the City shall be the responsibility of the City.

7.2.1. The Grantee shall not indemnify the City for any liabilities, damages, costs or expense resulting from any conduct for which the City, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the City by reference to the limits of insurance coverage described in this Agreement.

## **SECTION 8: Public, Educational and Governmental (PEG) Access**

8.1. PEG Capacity. The Grantee shall provide capacity for the City's noncommercial Public, Educational and Governmental Access ("PEG") Programming through one Channel (the "Channel") on the Grantee's Cable System. Unless otherwise agreed to by the City and the Grantee to the extent required by applicable law, the Channel may be carried on the Grantee's basic digital service tier. The City's PEG Access Programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

8.2. Rules and Procedures for Use of the PEG Access Channel. The City shall be responsible for establishing, and thereafter enforcing, rules for the non-commercial use of the PEG Access Channel.

8.3. Allocation and Use of the PEG Access Channel. The Grantee does not relinquish its ownership of the Channel by designating it for PEG use. However, the PEG Access Channel are, and shall be, operated by the City.

8.4. Editorial Control. Grantee shall not exercise any editorial control over any use of the PEG Access Channel except as permitted by 47 U.S.C. §531(e).

8.5. Origination Point. Grantee shall maintain throughout the life of this Franchise the current return line that is in place as of the Effective Date from City Hall to Grantee's headend facility in order to enable the distribution of PEG access programming to Grantee's residential customers, unless the location is no longer used by City to transmit programming. At such time that the City determines that it wants to establish capacity to allow its residents who subscribe to

Grantee's Cable Service to receive PEG Access Programming originated from Schools and/or City facilities (other than those having a signal point of origination at the time of the execution of this Agreement); or at such time that the City determines that it wants to change or upgrade a location from which PEG Access Programming is originated; the City will give the Grantee written notice detailing the point of origination and the capability sought by the City. The Grantee agrees to submit a cost estimate to implement the City's plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure within a reasonable period of time, the Grantee will implement any necessary system changes within a reasonable period of time.

8.6. PEG Signal Quality. Provided the PEG signal feed is delivered by the City to the designated signal input point without material degradation, the PEG Channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.7. Grantee Use of Unused Time. Because the City and Grantee agree that a blank or underutilized PEG Access Channel is not in the public interest, in the event the City does not completely program a Channel, Grantee may utilize the Channel for its own purposes. Grantee may program unused time on the Channel subject to reclamation by the City upon no less than sixty (60) days' notice. Except as otherwise provided herein, the programming of the PEG Access Channel with text messaging, or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) hours, where no community produced programming of any kind can be viewed on a PEG Access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

## **SECTION 9: Enforcement of Franchise**

9.1. Notice of Violation or Default. In the event the City believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the City's written notice: (A) to respond to the City, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the event the City determines that the Grantee is in default of any material provision of the Franchise, the City may:

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The City shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The City shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the City shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the City shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the City shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the City's decision.

9.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the City's ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law; and, pursuant to Section 3.1 of this Franchise Agreement and Title Conditions of Street Occupancy/Chapter 3-13-7 of the Lincoln Municipal Code, to enforce the Grantee's compliance with the City's requirements regarding "Construction of Utility Facilities in the Rights-Of-Way." Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the City to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the City.

## **SECTION 10: Miscellaneous Provisions**

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the



Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the City:

City of Lincoln  
700 Broadway Street  
Lincoln, IL. 62656  
ATTN: Mayor

To the Grantee:

Comcast of Illinois/Indiana/Ohio, LLC.  
1500 McConnor Parkway  
Schaumburg, Illinois 60173  
ATTN: Director of Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the City and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The City may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such

portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Logan County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Central District of Illinois.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Grantee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate ordinance or resolution by the City, as required by applicable law.

10.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

10.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.11. Authority to Sign Agreement. Grantee warrants to the City that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the City that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.



IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

**For the City of Lincoln:**

**For Comcast of Illinois/Indiana/Ohio, LLC.:**

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

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

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

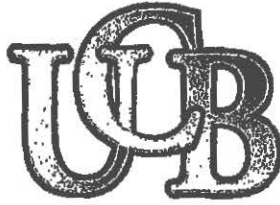
Name: John Crowley

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

Title: Regional Senior Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**UNITED COMMUNITY BANK**  
*The Leader of Community Banking*

August 7, 2018

Attn: Charles Conzo  
 Treasurer  
 700 Broadway St.  
 Lincoln, IL 62656

Re: Purchase Parcel 08-210-065-00

Dear Mr. Conzo:

UNITED COMMUNITY BANK, (hereafter "Bank") is pleased to offer to extend a loan to the City of Lincoln IL, (hereafter "Borrower") subject to the terms, provisions, limitations, and conditions contained herein:

1. Loan Amount: \$60,000
2. Rate: 2.69% (Tax Exempt)
3. Term: 24 months
4. Prepayment Penalty: NONE
5. Bank Fees: \$0.00 up front, all costs to be paid by the borrower associated with the loan.
6. Payments: Annual payments due 5/15/19 & 5/15/20
7. Acceptance of Offer: This offer must be accepted in writing no later than September 6, 2018, and will be deemed accepted only when executed and returned to the Bank's office at 2201 Woodlawn Rd. Suite 100 Lincoln, IL 62656 (Attn: Patrick Gettleman).
8. Loan Closing: To be determined
9. Covenants: So long as Borrower is indebted to Bank, the Borrower shall:
  - 9.1 Maintain, preserve, and keep its buildings and properties and every part thereof in good repair, working order, and condition and from time to time make all necessary and proper repairs, renewals, replacements, addition, betterments, and improvements thereof, so that at all times, the efficiency thereof shall be fully preserved and maintained.

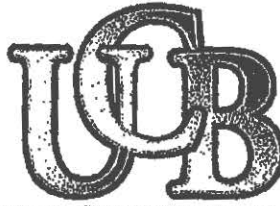
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**UCB:** Auburn | Bunker Hill | Bushnell | Carlinville | Chatham | Colchester | Divernon | Elkhart | Gillespie | Greenfield | Hudson  
 Lincoln | Loami | Macomb | Mechanicsburg | Pawnee | Pittsfield | Roodhouse | Sherman | Springfield | Winchester  
**Farmers State Bank of Camp Point:** Camp Point **Mercantile Bank:** Quincy | Palmyra, MO  
**UCB Marine:** Augusta | Carthage | Hamilton **UCB BCSB:** Golden | Mt. Sterling



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*The Leader of Community Banking*

- 9.2 Maintain insurance on its equipment at full replacement cost from companies acceptable to the Bank; against liability on account of damage to persons or property; and as required under all workmen's compensation laws. Also, Borrower shall maintain any other insurance as may from time to time be reasonably requested by the Bank and shall deliver certified copies of all such insurance policies to the Bank. Bank shall be named as lien holder for policies. Policies covering personal property shall contain a separate lender's loss payable clause naming Bank.
- 9.3 Duly pay and discharge or cause to be paid and discharged all taxes, assessments, and other governmental charges imposed upon it and its properties or any part thereof, or upon the income or profits therefrom, as well as all claims for labor, materials, or supplies, which if unpaid could become a lien or charge upon its property, except such items as are being in good faith appropriately contested and for which the Borrower has provided adequate reserves.
- 9.4 Carry on and conduct its business in substantially the same manner and in substantially the same areas as such business is now and has previously been carried on, and maintain its legal existence, and comply with all valid and applicable statutes, rules and regulations.
- 9.5 Maintain a standard, modern system of accounting; deliver to Bank financial reports in form satisfactory to Bank as Bank may request from time to time, including but not limited to:
- (a) Annual audited financial statements of Borrower
- and permit the duly authorized representative(s) of Bank at all reasonable times to examine and inspect any of the Borrower's property wherever same may be located.
- 9.6 Comply with all applicable federal, state and local laws, ordinances, rules and regulations, including, but not limited to, all environmental laws, ordinances, rules and regulations and shall keep any real property mortgaged, conveyed or assigned to secure payment of the indebtedness owned by Borrower to Bank (the "Indebtedness") free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations and deliver to Bank such reports and information in form satisfactory to Bank as Bank may request from time to time to establish compliance with this covenants.
- 9.7 Comply with all applicable federal, state and local laws, ordinances, rules and regulations concerning wage payments, minimum wages, overtime laws, and payment of withholding taxes, and deliver to Bank such reports and information in form satisfactory to Bank as Bank may request from time to time to establish compliance with such laws.
- 9.8 If real or personal property, or both, or any interest therein is mortgaged, conveyed, or assigned or a security interest granted therein by the Borrower to the Bank as security for payment on the Loan:

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Lincoln | Loami | Macomb | Mechanicsburg | Pawnee | Pittsfield | Roodhouse | Sherman | Springfield | Winchester  
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(a) Borrower shall comply with all warranties, covenants and representations of such mortgage, deed in lieu of mortgage or assignment which warranties, covenants and representations are incorporated by reference herein in their entirety.

9.9 The Bank shall not be required to make any advance or loan to the Borrower if in the opinion of the Bank there exists an uncorrected violation of any Environmental Law or any environmental condition which may impair the Borrower's financial viability, which requires or may require, a cleanup, removal or other remedial actions by the Borrower in connection with its operation under any Environmental Law.

10.0 Other Terms and Conditions:

10.1 Nothing contained in this Agreement or any exhibit attached hereto or any agreement given pursuant hereto shall be deemed or construed as creating any relationship other than that of borrower and lender. There is no partnership or joint venture between the Bank and the Borrower, or between the Bank and any other person and the Bank is not responsible in any way for the debts or obligations of the Borrower or any other person. Nothing in this letter or any attachments makes the Bank a fiduciary for the Borrower or any other person.

10.2 This letter is personal to the parties hereto and is for their sole benefit and is not made for the express or implied benefit of any other person or entity.

10.3 Any appraisals of the Borrower's property or evaluation of the potential profitability of the enterprise to be engaged in by the Borrower in connection with the extension of credit or proposed extension of credit from the Bank to the Borrower, are for the sole benefit of the Bank and do not constitute a representation of the likelihood of financial viability of such enterprise by the Bank to the Borrower.

10.4 This letter, if accepted by the Borrower, constitutes the entire agreement between the Bank and the Borrower. Any and all prior, contemporaneous, oral or written agreements, understandings, statements, customs or practices between the Bank and the Borrower pertaining to the transaction herein described are merged herein. No parties have made any representations, warranties or inducements, express or implied, to any other party, except as expressly set forth herein.

10.5 The Bank reserved the right to rescind this commitment upon written notice to the Borrower if any of the following events, as determined in the sole discretion of the Bank, shall occur between the date hereof and the date of the loan closing:

- (a) any materially adverse change in the financial condition of the Borrower,
- (b) any materially adverse change in the character of the collateral to be granted to the Bank in connection with this loan transaction,
- (c) any materially adverse change in the economic conditions prevailing in the industry in which the Borrower does business or in the economy in general, and
- (d) discovery that any of the presentations made at any time by the Borrower to the Bank were untrue at the time they were made or ceased to be true at any time.

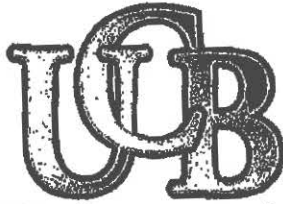
UCB: Auburn | Bunker Hill | Bushnell | Carlisle | Chatham | Colchester | Divernon | Elkhart | Gillespie | Greenfield | Hudson  
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10.6 The terms of this letter may not be modified, waived, discharged or terminated orally, but only by an instrument in writing signed by Borrower and the Bank.

The foregoing representations and covenants shall be continuing in nature and shall be true and correct as of the date made and at all times thereafter until and including the closing, and shall survive the closing of the Loan.

**BANK:**  
**UNITED COMMUNITY BANK**

By:   
Patrick Gettleman, Vice President

Accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

**BORROWER:**

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

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

Federal Tax ID # \_\_\_\_\_

The terms of this letter have been reviewed and are approved:

**PLEASE NOTE:** Your name(s) will appear on all closing documents exactly as typed above.  
Please note any necessary corrections.

UCB: Auburn | Bunker Hill | Bushnell | Carlisle | Chatham | Colchester | Divernon | Elkhart | Gillespie | Greenfield | Hudson  
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MEMBER FDIC

## Loan Proposal City of Lincoln

August 2, 2018

State Bank of Lincoln offers the following loan and conditions for your review.

**Borrower:** City of Lincoln

**Amount:** \$60,000

**Type of Loan:** 2 year term loan with a 2 year amortization.

**Purpose:** To finance purchase of vacant lot next to the Lincoln City Fire Department

**Rate:** 2.50%

**Term:** 2 year fixed.

**Amortization:** 2 years.

**Prepayment:** No prepayment penalties.

**Collateral:** Unsecured.

**Repayment:** 4 semi-annual payments of principal and interest with the first payment being May 15, 2019 and semi-annually thereafter.

**Other:** An 18 month fixed rate option with 3 semi-annual payments would also be available. The first payment being May 15, 2019 and semi-annually thereafter. That rate would be the same as the above, 2.50%.

Please don't hesitate to call if you have any questions. I can be reached at 217-732-2751.  
Please sign below if the terms meet your approval. This loan proposal is not to be shared with anyone other than borrowers and their representatives.

Accepted by \_\_\_\_\_ Date \_\_\_\_\_

## City of Lincoln, Illinois

**Borrower:** City of Lincoln, Illinois

**Amount:** \$60,000

**Term:** 2 years

**Rate:** 3.93% fixed rate

**Fees:** Direct Costs, if any.

**Payments:** annual interest only payments.

**Collateral:** Mortgage on Real Estate being purchased

**Purpose:** Purchase of Real Estate located adjacent to Fire Station.

**Conditions:**

1. Annual Audited Financial Statements
2. Receipt of Attorney's Opinion of Tax Exempt Status
3. Perfection of Security Interest in Real Estate.
4. Copy of authorization for such borrowing by City of Lincoln.

This is not a commitment to make a loan, but rather a proposal for loan terms available for a loan as presented above. If the terms above are not acceptable, we can provide alternative terms for review, but these are what we feel would work best for this project.

Proposal is good for 45 days from August 2, 2018.

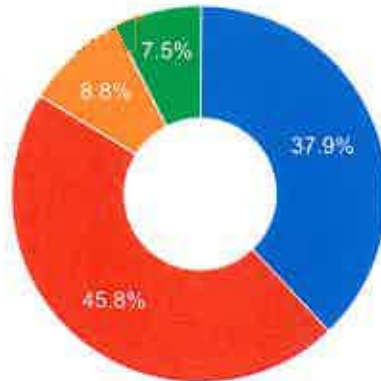
For any questions contact Brian Ash @ 217-321-3877 or [bash@townandcountrybank.com](mailto:bash@townandcountrybank.com)



# Railway Quiet Zone

► Would you like Lincoln to implement a Quiet Zone?

🗳️ Total Responses: 240



Yes (37.92% / 91 votes)



37.92%

No (45.83% / 110 votes)



45.83%

Wouldn't notice (8.75% / 21 votes)



8.75%

Need more information... (7.5% / 18 votes)



7.5%



► Do you have further comments or suggestions?

🗨️ Total Responses: 77

Username	Answer
Guest	I live on Tremont and have just gotten use to the trains now so they don't bother us
Guest	#1 it should be Quiet rather than quite; #2 Train horns can save lives. The speedway doesn't save lives and it is plenty loud but we can tolerate it. Lives are more important than money.
Guest	At least at night
Guest	Please please please look into this. One night we counted more than 18 blows. Lincoln isn't that big!!
Guest	Partial quite zone. From 10p-7a
Guest	Wakes me up alot
Guest	Just leave it alone. They blow their horns for a reason. It's safety.
Guest	I believe this would be unsafe
Guest	They blow their horns to alert the idiots that don't pay attention to the signals that indicate there is a train coming. Also they do it to warn people who aren't coherent enough to realize there is a train and they are about to get hit if they are walking.
Guest	Safety is key, we've had too many deaths on our tracks. Have them blow their horns as much as possible. I'd hate to see anymore accidents in this town that's train related!
Guest	No, safety safety safety, I have seen the arms fail as a train was approaching and they did not go down. People chose to buy houses near train tracks that goes along with the horns. It would be like buying a house next to a fire station and then being mad about hearing sirens. ( probably be the next complaint, to many sirens in town) but seriously people have died or been injured by trains already in our town. Why give someone an excuse to sue the city for wrongful death or injury because of passing such a silly ordinance. There are much bigger fish to fry than to worry about a train making noise. Not like they can swerve to avoid someone so they should use all the warning they can!!!!
Guest	How about citations for noisy trucks and motorcycles????
Guest	There is absolutely no need for the trains to excessively blow on there horns like they do. If it's such a safety thing maybe people should go back to drivers ed class and start using there eyes and ears more often than they do. I live on North Hamilton st a couple blocks down from the tracks and you can't even have a decent night or day let alone have a conversation mostly from the trains but also the loud vehicle and the fairground. Its instantly ridiculous the amount of noise there is. How about just enforcing the noise laws and put an end to the ridiculous trains. Maybe that would help the small town of Lincoln my hometown a bit. This town is just sad compared to what it use to be growing up.
Guest	A Railway Quiet Zone would create an unnecessary hazard for motorists and pedestrians and would be of no benefit to residents of the City or travelers.
Guest	I live near 2 sets of tracks and would just like to see this implemented between 8pm and 7am.
Guest	The Horn on the train is for safety!!! No Quiet Zone!

Username	Answer
Guest	Safety is paramount, any child could be messing around a crossing and get under the gate and not know the train is right there.
Guest	I believe the horn at railroad crossways is important. I'd suggest limiting the number of times it's used per crossway.
Guest	I like to know when and where the trains are. I live about 2 block away from a crossing and work about 3 away from one and have never had issue with noise.
Guest	I live up town by the station would like the horns cut back on there use at least.
Guest	Seems like the worst idea ever. Horns are necessary for public safety.
Guest	I work next to the tracks. It is so bad at time you can't hear the customer talk in my store. Something needs to be done about it.
Guest	Only late at night until early morning
Guest	Thats ridiculous trains do it for saftey everywhere they pass through! Teenagers are out late at night and i would hate to see something bad happen because a few people were complaining about the trains. Dont change something that has been fine for years! I live close to the trains abd you get use to it!
Guest	Train horns help ensure safety for our community. Yes we have gates and yes train horns are annoying. However, if a quiet zone went into effect, safety would be my number one concern. Keep train horns blaring in Lincoln. This could pose a danger for the blind too because they may not see the gates.
Guest	I live on corner of tremont and hamilton. They are too loud and excessive.. rail crossing lights and bells should suffice any idiot into knowing a train is coming. Plz silence them some!! So obnoxious
Guest	I don't have an in-depth idea of why this would negativity affect the community or railroad. With the exception of having a desire to know if the quiet zone would having any negative repercussion, I vote to change to it.
Guest	That is 100% UNSAFE for the community. Are you nuts??
Guest	Without a horn, a train would be especially difficult to hear during a storm. While I can understand the concerns of the nearby residents, to a point, they did choose to live near railroad tracks.
Guest	<a href="https://www.nbcchicago.com/news/local/2-Kids-Hurt-in-Train-Accident-in-Portage-Police-490260341.html?_osource=SocialFlowTwt_CHBrand">https://www.nbcchicago.com/news/local/2-Kids-Hurt-in-Train-Accident-in-Portage-Police-490260341.html?_osource=SocialFlowTwt_CHBrand</a> "The conductor said he blew his horn and attempted to brake but was unable to stop in time."
Guest	We have "high speed trains" now and you are wanting to silence a major safety factor. When someone gets hurt and it is just a matter of time--then city, etc, is liable.
Guest	A quiet zone is necessary to create a greater quality of life for those citizens that live near the rail lines. Especially during the evening hours.

Username	Answer
Guest	No matter what gates and fences are put up people have their stupidity especially when intoxicated. Leaving the horns in place is the right move. People want to complain about train noise when they CHOSE to live in a house next to the tracks. If it's a problem then they should not have picked a house near the tracks!!!
Guest	what about no jake brake usage in city limits
Guest	I've lived on N. McLean Street for over 20 years and since the high speed trains have come through Lincoln the level of their horn is extremely loud. We used to be able to leave our windows open at night in the spring and fall but not anymore, at least not if we want to sleep. The 3:00 am train is the worse. We have a grandson that visits and that train wakes him up all the time. Annoying to say the least!
Guest	With the new Gates and fencing I see no reason why it is necessary to have horn noise pollution.
Guest	it Would also help to cut down the noise from cars trucks and motorcycles with noisy mufflers and loud music but does anybody really care?
Guest	Only for night time, like 10pm to 5 am
Guest	The horns are a safety precaution. With as often as the new gates are always malfunctioning, getting rid of the train horn through town seems like a really bad idea.
Guest	Make them stop bringing long freighters through town
Guest	The trains aren't loud or annoying. Lincoln does need a quiet zone for the races at the fair grounds.
Guest	There is absolutely no measurable benefit to this quiet zone
Guest	If implemented, who would be responsible for the liability of injury or property damage should it occur, City of Lincoln or the railway?
Guest	I can't believe that the City would even consider putting the wants a a few over the safety of the population as a whole. This is a safety issue not a convenience issue. There are ways people can minimize or ignore the whistle if it bothers them in their homes. Is the City prepared for the liability issues? Treasurer Conzo was right in his remarks at the Council meeting. It certainly does not sound like the City has done due diligence on this issue on the liability and how the city need to look at managing risk. . We want to hear from the trains as well. High speed is dangerous enough with out adding this unnecessary factor to the mix. It you look at this, then you also need to look at the noise created by the raceway. I live on the other side of town and it is obnoxious. I think this opens the door to noise issues as a whole.
Guest	if the gates ever failed, this could be a deadly decision.
Guest	Safety. Safety Safety
Guest	I think that if you implement this that it wouldn't be a safety hazard in our community. Without the horns I fear that people wouldn't see the train coming. Especially those people who are out during the evening, early morning hours. Hhh
Guest	Live close to railroad and you just get use to it. Don't even know it's there. Also could save someone's life!!

Username	Answer
Guest	Maybe use a less loud and obnoxious horn in city limits...
Guest	During late evening and earlier morning hours this would be a good practice. The city has a noise ordinance after certain times during the week and weekend. Using the city noise ordinance would be justifiable due to sleeping residents and low traffic activity would be fine but during normal hours of business is different.
Guest	I understand the need to sound the horn as they travel through towns, but the need for the prolonged horn blowing seems unneeded
Guest	No
Guest	The trains at night do use their horn longer and louder. They at least need to cut back.
Guest	Maybe during night time hours. Day time they should still alert people of incoming train.
Guest	Stick your quiet zone WAYYYYYY up in your butt
Guest	You can't eliminate train horns completely, that's a safety hazard. But blowing it 20 times within a few blocks is ridiculously overdone. There should just be a limit, like blowing it once or twice at each crossing
Guest	Safety is more important than a noise nuisance.
Guest	Safety is more important than quiet crossings .
Guest	What are the "mixed results" regarding safety? How often do the trains use their horns through town? If it's only at intersections, I don't think it should change. Most people living near tracks are able to get used to the sounds. If it negatively impacts safety, I vote no.
Guest	I believe that a "quite zone" is a public safety issue! We have had a few people killed in Lincoln by trains and then the railroad did all the upgrades to the crossings but yet I still see people walking under the arms or crossing the tracks by jumping the new metal fence that they installed!! I understand that people that live closer don't like the horns during the night and they lose sleep but where do we draw the in the sand when accommodating people? I would loose all the sleep in the world to keep everyone safe around the railroad especially!!!!
Guest	trains are part of the town. If the city can't see That I would like to know why the city spent all That money to rehabilitate the old train station
Guest	This would be great
Guest	Train horns save lives they need to blow them at crossings...
Guest	This idea is very unsafe , crossing gates don't always work. If you don't like where you live then move .
Guest	The train has been going through for years. Knock this snowflake crap off before someone gets hurt!
Guest	I hate to see a quiet zone, I am sure it MIGHT be ok but there will never be for sure. It's there for safety
Guest	Whatever happens, please keep safety first and foremost.



Username	Answer
Guest	I live next to the tracks. Yes you do get use to it but when these trains come through and just lay on the horn the whole way through town going slow it does wake you up no matter how long you have lived next to the tracks. (My whole life I've lived next to tracks). It would be nice for some sort of rule to make it a little less disruptive.
Guest	The long drawn out horns are too much.
Guest	I live right by the tracks and there seems to be more train traffic now and the noise is terrible
Guest	The train blows for a reason, leave it alone
Guest	I want safety first. If people don't want to hear a train whistle then they can move out of town. My children's safety come first before a persons annoyance of a sound
Guest	My recommendation is a quiet zone from 10pm to 7am. The train blasts are only annoying to me during sleeping hours.
Guest	Safety first!!
Guest	With the upgrades to the seven rail crossing preventing automobiles and pedestrians from crossing when a train is coming, reduces the need for excessive train whistles being sounded. In addition, the engineer still will have the ability to use whistles when needed including when crossing arms are malfunctioning and a car or person is spotted on the tracks.
Guest	As a public safety official,safety is my biggest concern, some of the most horrific events that I have been to are trains hitting vehicles and or pedestrians. Any thing that can be done to prevent these horrible accidents shall be implemented. Quad gates, fences and horns will save lives. Human nature is not to observe safety objects that have been in place, I have witnessed children and adults in between the fences and gates with all in place, horns may be the last chance for a person.
Guest	I live fairly near the tracks amd hear it all the time. I have for 20+ years. Safety first. People complain about everything these days.

 [View All Responses](#)

## CITY ADMINISTRATOR

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.*

### SUMMARY DESCRIPTION

*Under the direction of the Mayor/City Council, the City Administrator shall be responsible for the effective and efficient administration of all operations of the City. The City Administrator shall plan, direct, and coordinate through the appointed Department Heads the various services and activities as determined by the City Council in accordance with the laws of the State of Illinois and the City of Lincoln Municipal Code.*

### REPRESENTATIVE DUTIES

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. To oversee that all laws and ordinances of the City and to ensure that contracts and permits executed by the City are properly observed by the appropriate departments.
2. Supervise and/or assist appointed Department Heads and employees in the effective and efficient delivery of municipal services.
3. Recommend to the City Council the adoption of ordinances, resolutions, and policies deemed necessary and appropriate for the best interest of the City.
4. Evaluate the work and function of all city departments to ensure that operations and services comply with all applicable laws and regulations, direction as set by the mayor, and the policies as adopted by the city council.
5. Assess community and citizen needs and ensure objectives and priorities are focused on meeting those needs effectively, efficiently and with high quality services.
6. Direct and prepare analyses and recommendations on public policy issues before the council and on short and long term plans for city services.
7. Prepare news releases and materials for dissemination to the media and the public; maintain effective relationships with the media.
8. Assess the information technology assets of the city; develop, implement, and monitor an information technology program designed to ensure IT assets are appropriate and effective for the services needed by the city and the community.
9. Participate in professional and community organizations on behalf of the city; maintain good working relationships with key community constituencies.
10. Participate in regional, state, and national meetings and conferences to stay abreast of municipal trends and technology related to municipal operations.
11. Prepares the City Council Committees of the Whole (COW) Meeting agenda for the Tuesday discussion/non-voting City Council Meetings.

City Administrator (Continued)

12. Recommend to the mayor the appointment, suspension, or termination of department heads, and when necessary, for the good of the city, the suspension or termination of other city employees.
13. Be responsible for all collective bargaining processes of the city, alongside legal counsel, and recommend to the mayor and city council collective bargaining agreements for consideration and possible final approval by the council. The city administrator shall be responsible for administering all employee organization contracts reached through the collective bargaining process, except as provided herein.
14. Be responsible for working with the city treasurer in the preparation of the annual budget and city budget proceedings, in accordance with guidelines as may be provided by the finance committee and/or the city council and in coordination with department heads, and pursuant to state statutes, for review and approval by the mayor and city council.
15. Handles the Ameren Portal Project quarterly and annually as required by the City.
16. Serves as official TIF reporter for the City.

**QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

**Knowledge of:**

- Modern principles, practices, operations, services, and activities of a comprehensive municipal organization.
- Advanced principles and practices of related program development and administration.
- Organizational and management practices as applied to the analysis evaluation of programs, policies, and operational needs.
- Public management theory, principles, and practices and their application to a wide variety of services and programs including but not limited to human resources, inter-organizational cooperation, and leadership.
- Principles and practices of disaster preparedness, response, and recovery.
- Use and maintenance of municipal equipment and resources. New trends, innovations and recent court decisions and how they may affect city operations.
- Methods and techniques of effective public relations.
- Pertinent federal, state, and local laws, codes, and regulations.
- Principles and practices of municipal organization, administration, personnel management and labor relations.
- Principles and practices of municipal budget preparation and administration.
- Principles of supervision, training, performance evaluation and progressive discipline.
- Social, racial, cultural, economic, demographic and geographic composition of the community.
- Local concerns and political issues.
- Modern office procedures and methods including computer equipment, word processing, spreadsheet, database, graphic presentations and other specialized software applications, internet, electronic communication usage and methods, and public safety computer systems and protocols.
- Effective time management.
- Principles of effective public speaking, conflict resolution and excellent customer service.

**Ability to:**

- Effectively formulate, organize, and administer sound policy.
- Develop and administer departmental goals, objectives, and procedures.
- Analyze and assess programs, policies, and operational needs and make appropriate adjustments.
- Identify and respond to sensitive community and organizational issues, concerns, and needs.

CITY OF LINCOLN

City Administrator (Continued)

- Plan, organize, direct, and coordinate the work of staff.
- Delegate authority and responsibility.
- Select, supervise, train, and evaluate staff.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Prepare clear and concise administrative and financial reports.
- Interpret, apply, explain, and make decisions in accordance with applicable federal, state, and local policies, laws, regulations, and the collective bargaining agreement provisions.
- Operative modern office equipment and computers including applicable software applications.
- Effectively present information and respond to questions from staff, management, clients, customers, stakeholders, and the general public.
- Gain cooperation through discussion and persuasion.
- Mediate and resolve conflicts.
- Demonstrate tact and diplomacy.
- On occasion, work irregular and on-call hours including weekends, evenings, and holidays.
- Meet the physical requirements necessary to safely and effectively perform the assigned duties.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

**Education and Experience Guidelines** – *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

**Education/Training:**

Bachelor's degree from an accredited college or university with major course work in political science, business, or public administration, or a related field. A Master's Degree in Business/Public Administration or Public Policy is preferred.

**Experience:**

Five years of increasingly responsible experience as a City Manager/Administrator, Assistant City Manager/Administrator, or Department Head is desirable.

**PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations will be made to enable individuals and disabilities to perform the essential job functions.*

**Environment:** Work is performed primarily in a standard office setting with some travel to various locations to attend meetings or inspect, supervise, and/or perform department activities. Incumbents may be required to work extended hours including evening and weekends and may be required to travel outside City boundaries to attend meetings; subject to emergency call-out at any time.

**Physical:** Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, knee, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.



CITY OF LINCOLN  
City Administrator (Continued)

**Vision:** See in the normal visual range with or without correction.

**Hearing:** Hear in the normal audio range with or without correction.

\*Administration has the right to add or change these duties of the position at any time.

Unrepresented – Executive  
FLSA Status: Exempt  
July, 2018

ACKNOWLEDGMENT

I acknowledge that I have read the job description and requirements for the City Administrator position and I certify that I can perform these functions.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\*Administration has the right to add or change these duties of the position at any time.

# ICMA Code of Ethics

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The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.
2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant
3. Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.
4. Recognize that the chief function of local government at all times is to serve the best interests of all people.
5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.
6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.
7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.
8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.
9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.
10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.
11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.
12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

*Adopted by the ICMA Executive Board in 1924, and most recently revised by the membership in June 2017.*

The logo for ICMA, consisting of the letters "ICMA" in a bold, blue, sans-serif font.