

CITY OF LINCOLN
REGULAR CITY COUNCIL MEETING
AGENDA
FEBRUARY 18, 2020
CITY HALL COUNCIL CHAMBERS
7:00 PM

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

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

- A. Payment of Bills
- B. Approval of minutes December 16, 2019 Regular City Council Meeting, January 21, 2020 Regular City Council Meeting, February 11, 2020 Special Voting Session, February 11, 2020 Committee of the Whole Meeting
- C. Request from the Lincoln Park District to permit the closing of various city streets for a "5K Run" in conjunction with the Pigs & Swigs Festival on Saturday, June 6, 2020 from 8:00 AM until its conclusion.
- D. Request from the VFW Post #1756 to permit the use of Postville Park for the 2020 Route 66 Garage Sale from Friday, June 12, 2020 through Sunday, June 14, 2020
6. **Ordinance and Resolution**
 - A. Resolution adopting Amendment No. 1 to the Working Budget for F.Y. 2019-2020
 - B. Resolution proclaiming support for the Referendum for the Restoration of the Historic Logan County Courthouse at the Primary Election March 17, 2020.
 - C. Ordinance amending Section 1-20-7 of the City code pertaining to the duties and responsibilities of the City Administrator.
7. **Bids**
8. **Reports**
 - A. City Treasurer's Report January, 2020
 - B. City Clerks Report for January, 2020
 - C. Department Head Reports for January, 2020
9. **New Business/Communications**
 - A. Approval of \$3,500.00 pledge of support for the Mission Lincoln 2021, Home Repair Work Camp Project during F.Y. 2020-2021.
 - B. Approval of application for grant from the Department of Justice COPS Hiring Program (CHP) to Fund 75% of a Police Officer's salary and benefits for the purpose of investigating violent crimes.
 - C. Approval of franchise agreement between Comcast and the City of Lincoln.
 - D. Approval of invoice from the U.P.R.R. in the amount of \$3,637.68
10. **Announcements**
11. **Possible Executive Session**
12. **Adjournment**

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

REGULAR CITY COUNCIL MEETING

Lincoln City Hall, Council Chambers
700 Broadway Street | Lincoln, Illinois

Monday, December 16, 2019

Presiding:

Mayor Seth Goodman

The Regular Meeting of the City Council of Lincoln was called to order by Mayor Seth Goodman at 7:05 p.m., with proper notice given. City Clerk Peggy Bateman called roll.

Present:

Alderman Tracy Welch, Ward 1
Alderman Steve Parrott, Ward 1
Alderman Kathryn Schmidt, Ward 2
Alderman Sam Downs, Ward 2
Alderman Kevin Bateman, Ward 3
Alderman Ron Keller, Ward 3
Alderman Kathy Horn, Ward 4
Alderman Jeff Hoinacki, Ward 4

Staff Present:

City Administrator Elizabeth Kavelman
City Attorney John Hoblit
City Clerk Peggy Bateman
Treasurer Chuck Conzo
Fire Chief Bob Dunovsky
Police Chief Paul Adams
Building and Safety Officer Wes Woodhall
Streets Superintendent Walt Landers
Veolia Water, Andrew Bowns

Absent:

None

Public Comment:

Mayor Goodman called upon citizens registered to speak. There being no public participation, Mayor Goodman moved down to other agenda items.

Consent Agenda by Omnibus Vote:

A. Approval of the payment of bills

B. Approval of the closing of City Hall, the Municipal Services Building and other city offices on the U.S. Christmas Eve Holiday, Tuesday, December 24, 2019

Alderman Welch made a motion to approve, seconded by Alderman Keller. Mayor Goodman called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (7) Alderman Steve Parrott, Alderman Tracy Welch, Alderman Kathryn Schmidt, Alderman Sam Downs, Alderman Ron Keller, Alderman Jeff Hoinacki, Alderman Kathy Horn

Nays: (0)

Abstain: (1) Alderman Kevin Bateman

Absent: (0)

Mayor Goodman moved to other items on the agenda.

Ordinance and Resolution Ordinance Amending Sec. 6-4-24 of the City Code pertaining to the proper possession and use of legally acquired cannabis:

Alderman Bateman made a motion to accept it as presented, then Alderman Welch seconded it. City Attorney John Hoblit opened discussion and touched on how the law is changing effective January 2020. He referenced new subsection C – which outlines use of cannabis or use of previously what would be rendered unlawful cannabis. He said he adjusted the penalties section and some of the language in other areas. He said as it stands, this is what they are looking at. He said it reflected what was becoming legal.

He asked if there were any questions. Alderman Steve Parrott asked about the fines – asking if they were reflective of the county or the liquor fines. Mr. Hoblit said they mimic the county, but the council could always amend or increase the fines.

He said the fines are there as an avenue of relief for officers. If they do not wish to go that route – he mentioned maybe a criminal charge rather than an ordinance violation.

Yeas: (8) Alderman Steve Parrott, Alderman Tracy Welch, Alderman Kathryn Schmidt, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderman Kathy Horn

Nays: (0)

Abstain: (0)

Absent: (0)

D. Approval of Tax Levy for Tax Year 2019

Mayor Goodman moved this item up. Alderman Hoinacki made a motion to approve, seconded by Alderman Welch. Mayor Goodman called for comment – Treasurer Chuck Conzo weighed in saying there would be an increase in the bond levy G O Bond Retirement Fund than what was previously proposed – the numbers were less . . . it would now be down to \$177,909 – a difference of \$56. He referenced adding this to the firemen's pension fund. He said he knew this was discussed during a Committee of the Whole (COW) meeting.

Alderman Keller said in checking it out – he was curious about how the new Illinois Pension Consolidation Bill would impact this. He said the governor is due to sign this probably this week. He said it would pool the pension funds together to get a greater rate of return. He said the aim was to eliminate some pressure on municipalities. He said the goal was to make this similar to the Illinois Municipal Retirement Pension Fund (IMRF) – to get a higher rate of return and limit some of the pressure on city's such as Lincoln. He said there was a no funds sweep – so the money could not be used for any other purpose.

Alderman Bateman said he would vote no for this – he did not want to use pensions as a reason to raise taxes. He did not want to add any more burden on the citizens. He said if we really want to get serious about pensions than we should start tightening our belts and move some of the utility tax to the pension fund. He said at one point it has this change – and we are just chasing snow balls down a hill here. Treasurer Chuck Conzo weighed in – thanking Mr. Keller about bringing up the pension consolidation bill. He said this will take place over several years so the city will still need to come up with money to fund it. He said they'd still be required to put in a certain amount of money such as it is with IMRF. He said it is all governed by state statute.

He said he would point out that when the Utility Tax sold – it was for downtown development and only 30 percent with toward pensions and 70 percent went into utilities. He continued on, giving his opinion on what should have been done. He said he believed this was a very small increase. There being no further discussion - City Clerk Bateman called roll.

Yeas: (7) Alderman Steve Parrott, Alderman Tracy Welch, Alderman Kathryn Schmidt, Alderman Sam Downs, Alderman Ron Keller, Alderman Jeff Hoinacki, Alderman Kathy Horn

Nays: (1) Alderman Kevin Bateman

Abstain: (0)

Absent: (0)

Mayor Goodman moved to other items on the agenda.

Reports:

A. City Treasurer's Report for November, 2019

Treasurer Chuck Conzo shared information about accounts that came up for payment this month. He said the amount went down considerably in some of these accounts – he said there were a number of bond payments due December 1 and June 1 and they came up for payment this month (December). He said the Sewer Bond payment is around \$600,000. He said we're in a lot better position with that than we were a few years ago. He said having it invested as-is has helped earn interest.

He said if you look at the State Income Tax receipts for the October month of liability – they are up some and doing better than last year. He said the Municipal Sales Tax has an increase over last year as well.

He said the Non-Home Rule Sales Tax – will generally be up in proportion to the Municipal Sales Tax, he said though – that the last few months it has been down by a fraction – he said there's no reason for alarm – but that the rates are applied differently. He mentioned food that was not consumed on the premises – such as groceries and how that impacted taxes. He said so – maybe this was an indication that people are returning to buying groceries in town rather than out of town.

Mr. Conzo then wanted to give a summary of deaths – he said you see the four bonds that we have there – he said the first one if the existing Sewer Bond – it was in the \$5 million range when it was taken out in 2014.

He said the other one is the TIF Bond, he said we have that obligation until 2024. He said the other one – the \$3,270,000 Alternate Revenue Bond (police station) – the city has made a good start at paying this off. He said finally the bond that was just issued – he said \$494,000 bond issue – there's \$532,000 principal and interest.

He said the others are loans which are much shorter terms. He said the 2008 firetruck is under a no interest loan through the State of Illinois. He said we don't pay any interest on that. He said it has a longer term and it will be paid off in 2028. He said it was a good deal and unfortunately it is not available anymore. He said it was a 20 year loan.

He said the others are all shorter term. He cited an error that should be "2025" not "2015." He briefly mentioned the Police Vehicles Loan. He asked if there were any questions (non).

B. City Clerks Report for November, 2019

City Clerk Peggy Bateman shared that in the month of November they received \$368,195.08 in sewer collections. She said there weren't any payment from either prison.

Mayor Goodman moved to other items on the agenda.

C. Department Head Reports for November, 2019

Mayor Seth Goodman said the Department Head Reports for November are either on file or will be shortly.

New Business/Communications:

A. Approval of motion to rescind previously approved Alternate Employee Health Insurance Plans that was to be effective as of January 1, 2020

Alderman Welch made a motion to approve, seconded by Alderman Hoinacki. Mayor Goodman called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (7) Alderman Steve Parrott, Alderman Tracy Welch, Alderman Kathryn Schmidt, Alderman Sam Downs, Alderman Ron Keller, Alderman Jeff Hoinacki, Alderman Kathy Horn

Nays: (0)

Abstain: (1) Alderman Kevin Bateman

Absent: (0)

Mayor Goodman moved to other items on the agenda.

B. Approval of Alternate Employee Health Insurance Plans, effective March 1, 2020

Alderman Keller made a motion to approve, seconded by Alderman Horn. Mayor Goodman called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (7) Alderman Steve Parrott, Alderman Tracy Welch, Alderman Kathryn Schmidt, Alderman Sam Downs, Alderman Ron Keller, Alderman Jeff Hoinacki, Alderman Kathy Horn

Nays: (0)

Abstain: (1) Alderman Kevin Bateman

Absent: (0)

Mayor Goodman moved to other items on the agenda.

C. Approval of agreement between the Logan County Tourism Bureau and the City of Lincoln, effective January 1, 2020 and continuing through December 31, 2020

Alderman Parrott made a motion to approve, seconded by Alderman Schmidt. Mayor Goodman called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (8) Alderman Steve Parrott, Alderman Tracy Welch, Alderman Kathryn Schmidt, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderman Kathy Horn

Nays: (0)

Abstain: (0)

Absent: (0)

Mayor Goodman moved to other items on the agenda.

E. Approval of the purchase of eight (8) new cameras for the Police Department squad vehicles for an estimated cost of \$41,560

Alderman Welch made a motion to approve, seconded by Alderman Schmidt Mayor Goodman called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (8) Alderman Steve Parrott, Alderman Tracy Welch, Alderman Kathryn Schmidt, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderman Kathy Horn

Nays: (0)

Abstain: (0)

Absent: (0)

Mayor Goodman moved to other items on the agenda.

Announcements:

Mayor Goodman asked if anyone had any announcements.

- Comcast is changing channels.
- Mr. Keller talked about scams – and wanted to alert the public about fraudulent activity, this particular message was about Comcast.
- Alderman Parrott mentioned a coyote was still running around town.
- The next meeting will be January 6, 2020.

Adjournment:

There being no further discussion to come before the City Council of Lincoln, Alderman Welch motioned to adjourn, seconded by Alderman Keller. The meeting was adjourned at 7:32 p.m.

Respectfully Submitted By:
Alex Williams, Recording Secretary

REGULAR CITY COUNCIL MEETING

Lincoln City Hall, Council Chambers
700 Broadway Street | Lincoln, Illinois

Monday, January 21, 2020

The Regular Meeting of the City Council of Lincoln was called to order by Mayor Seth Goodman at 7 p.m., with proper notice given. City Clerk Peggy Bateman called roll.

Present:

Alderman Tracy Welch, Ward 1
Alderman Steve Parrott, Ward 1
Vacant, Ward 2
Alderman Sam Downs, Ward 2
Alderman Kevin Bateman, Ward 3
Alderman Ron Keller, Ward 3
Alderman Kathy Horn, Ward 4
Alderman Jeff Hoinacki, Ward 4

Staff Present:

City Administrator Elizabeth Kavelman
City Attorney John Hoblit
City Clerk Peggy Bateman
Treasurer Chuck Conzo
Fire Chief Bob Dunovsky
Police Chief Paul Adams
Building and Safety Officer Wes Woodhall
Streets Superintendent Walt Landers
Veolia Water, Andrew Bowns

Absent:

None

Presiding:

Mayor Seth Goodman

Public Comment:

Mayor Goodman called upon citizens registered to speak. Abigail O'Brien and John Andrews of the Lincoln Park District came forward, Mr. Andrews said the council received a proposal today, and he was hoping they read through it. He said he needed to light a fire under the council to do this – he said he thinks it's best for the community to sign the park over to the park district. He said he would like to see it go through.

Mr. Andrews said Abigail is taking over. He called it a great benefit for the community. He called it a straightforward proposal. They would like a response by the end of the month.

Alderman Hoinacki weighed in and referred questions to City Attorney John Hoblit. Mr. Hoblit said there should be a deed or a contract, saying if it did not work out – the site would return to the city's ownership. Mr. Andrews referenced a matching grant and they want to try to develop the parks. He said it was up to the council.

Alderman Downs said the park district already maintains the parks . . . he asked which ones they maintain. Mr. Andrews listed off which parks they do maintain. Mr. Downs wanted to know how much money would be available via a grant. Mrs. O'Brien weighed in, saying it was a grant for recreation. They would have to come up with a master plan on how they would incorporate recreation into the parks. She mentioned a splash pad, ADA compliance and more. She said it is for the community, she said this is the same grant that helped the district get the new pool.

City Administrator Kavelman asked a question about jurisdiction for patrolling and keeping the parks safe. Mr. Andrews said he did not see anything changing. Mr. Downs asked if you did get this grant – you would pursue a wheelchair swing?

Alderman Welch asked about raising taxes to fund the development. Mr. Andrews said he did not think the parks would get developed if they did not receive the grant. He referenced a bond. The item will be placed on next week's Committee of the Whole Meeting agenda.

Mayor Goodman then called on Jason VanWinkle and Christopher Davis of Lincoln Local 3092 came forward to talk about their contract article 22.2 – City of Lincoln – health insurance and a high deductible plan. The article referenced a \$1,500 deductible – unless parties agree otherwise.

Alderman Bateman asked a question about how the city would come up with \$144,000 – he said this is a real cost, insurance goes up, up and up. He said he's been in union negotiations where there's a hardship – he said \$144,000 is nothing to sneeze about – he wanted to know what Mr. VanWinkle's solution was for coming up with \$144,000.

Mr. VanWinkle said he did not have a solution – and it is the burden of the city to come up with the funds. He said if there is a hardship than that could come out in arbitration.

There being no further public participation, Mayor Goodman moved down to other agenda items.

Consent Agenda by Omnibus Vote:

A. Payment of Bills

B. Approval of minutes December 2, 2019 Regular City Council Meeting, January 6, 2020

Regular City Council Meeting, January 14, 2020 Committee of the Whole Meeting

Alderman Welch made a motion to approve, seconded by Alderman Keller. Mayor Goodman called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (7) Alderman Steve Parrott, Alderman Tracy Welch, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderman Kathy Horn

Nays: (0)

Abstain: (0)

Absent: (0)

Mayor Goodman moved to other items on the agenda.

Ordinance and Resolution:

A. Resolution 2020-402 proclaiming the week of January 27-31, 2020 as Catholic School's Week in the City of Lincoln

Alderman Horn made a motion to approve, seconded by Alderman Welch. Mayor Goodman called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (7) Alderman Steve Parrott, Alderman Tracy Welch, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderman Kathy Horn

Nays: (0)

Abstain: (0)

Absent: (0)

Mayor Goodman moved to other items on the agenda.

B. Resolution 2020-403 providing for a three-percent (3%) increase in salary for the City Administrator, retroactive to July 17, 2019

Alderman Keller made a motion to approve, seconded by Alderman Bateman. Mayor Goodman called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (7) Alderman Steve Parrott, Alderman Tracy Welch, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderman Kathy Horn

Nays: (0)

Abstain: (0)

Absent: (0)

Mayor Goodman moved to other items on the agenda.

C. Ordinance 2020-915 establishing the Cannabis Dispensary Licensing fee at \$5,000 annually

Alderman Bateman made a motion to approve, seconded by Alderman Horn. Alderman Ron Keller said we talked about this last week – saying they are all kind of shooting in the dark, as this is new territory across the state. He said the \$5,000 was a number they threw out, it would bring in revenue and detract dispensaries from obtaining a license. He said to that end, he was not sure this was the route to take. He said to make this more business friendly – he wanted to change it to \$2,500.

Mayor Goodman said he would agree, he said he would not want to pay a \$5,000 fee right off the bat, if he had just come to the city. He said this is going to bring more money into the community. He said they really need to take a step back and see what is more respected and that the community has a voice as well.

Mr. Keller said Chicago posed a fee of \$500 to \$1,500. He was proposing \$2,500 – but personally would like to see less than that.

Mr. Parrott wanted to know why the fee was at \$2,500. He continued.

Treasurer Conzo said the council was giving away money here . . . he said the council is effectively granting a franchise and the city would be incurring more costs with policing etc. Mayor Goodman relayed more feedback he received.

The fee was amended to \$2,500. Mr. Parrott said he would like to amend it to \$10,000 – and asked if anyone would take it for \$10. He said if this is about money, and making money – did this council not take a vote to tax the sale. He said that was to make money. Alderman Bateman said they were settling for \$2,500 for one business he said the 3% tax is what they put on for the sale of that product. He said \$2,500 for a single business is the highest in the city.

Alderman Welch said he received a call from someone about the topic tonight at 6:25 p.m. He said the 3% will help pay for those incurred costs. He said he goes back to \$2,500 and being business friendly.

Alderman Parrott said the council would rather take money from the citizen than the business owner. Mr. Welch said the 3% is going toward the costs that the city would likely have to incur. He said the 3% is just a small amount of what people are paying. He said the business itself – it really is more about sending the message to businesses and people, than about the money itself. He thought \$2,500 is fair.

Alderman Hoinacki said this is an annual fee that is done by ordinance and it could always be raised.

Alderman Keller made a motion for \$2,500 – Alderman Bateman seconded it.

Yeas: (6) Alderman Tracy Welch, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderman Kathy Horn

Nays: (1) Alderman Steve Parrott

Abstain: (0)

Absent: (0)

Mayor Goodman moved to other items on the agenda.

Reports:

A. City Treasurer's Report for December, 2019

Treasurer Chuck Conzo began talking about the General Revenue Fund balance and said it is down a bit from last month due to December bond payments, he then talked about the 2019 series bond that the city was working on in the fall – saying it had been issued. He then mentioned fund 43 – the general obligation bond. He mentioned tax revenues and revenue streams from the state, including the Municipal Sales Tax, it is up to \$286-plus thousand dollars.

He said the city is up for the year, from where it was a year ago.

He then went into talking about State Sales Tax and the State Income Tax – he said these numbers are good for the November month of liability.

He said you can see the city is up about \$150,000 for where the city was to-date.

He then talked about the Personal Property Replacement Tax – it's a fund the state has an obligation to pay into. He said if you look at 2016 in particular – he said it is up to \$370,000 which is more than what it was in 2018.

It is \$69,000 more. He said that this is the calendar year-to-date. He also wanted to point to page two and the considerable growth in the stock market and improvements with the Police Pension Fund and Firefighter Pension Fund, the city has gone up and both funds are in the millions.

He then wanted to talk about the first page of the report – investments in the amount of \$549,584. He said if you go back every month . . . you can see the investments, he said this started out in the range of \$300,000. He said this is money that is part of the General Revenue Fund (GRF) he said this is not a secret account, rainy day fund or slush fund. He said this is money that is accessible within 1-5 days, it is liquid. He said it is invested with IMET. It was money that was shifted from checking to an investment account.

He said it is almost \$3 million. He said if you had \$3 million that you won in the lottery, or worked a lot of overtime for . . . or had a horse that won the breeder's cup – he said if you have this kind of money – would you put it in your checking account? He said he would hope not.

Alderman Bateman said he appreciated Treasurer Conzo clearing this up – he said he's heard people talking about the same thing.

City Administrator Kavelman asked when the \$200,000 was put in there. Mr. Conzo said he thought it was started in June 2014. More discussion ensued.

B. City Clerks Report for December, 2019

City Clerk Peggy Bateman opened discussion saying the city collected \$343,209.11 in sewer payments.

And from the State of Illinois, both prisons submitted \$100,167.30 in sewer payments to the city.

She said the sewer fees will increase by \$5 on residents' next bill, she said there were roughly 1,400 residents that changed levels. She said it went up and down, both ways, but either way it is going up \$5.

Alderman Parrott asked if there was a way to find out what their payment would be before the next bill. She said some people have called in and asked, and the girls have looked it up.

C. Department Head Reports for December, 2019

These are either on file or will be shortly.

New Business/Communications:

A. Approval of Invoice #71 from Hanson Professional Services for work on the Fifth Street Road Project in an amount not to exceed \$22,957.61

Alderman Downs wanted to make an amendment to that – he motioned to include a payment – Invoice #72 to Hanson for \$1,987.27.

Alderman Bateman seconded it. He said just for discussion purposes – he wanted to know if anyone knew how much the city has spent on the 5th Street Road Project to date. He wanted to know why the city was purchasing properties and paying for properties on a hope and a dream that they might build something. Alderman Bateman said he did not understand why they were doing this and what amount has been spent so far. Alderman Bateman said he was just stating a complaint of this own and many others.

Alderman Parrott asked what the additional \$1,900 was for. City Administrator Elizabeth Kavelman said it was for the professional management of the survey. She said that would bring the city up-to-date with what they owe them right now. Alderman Parrott asked a follow up questions. Mrs. Kavelman said this was for the removal of the bike path. Mayor Goodman weighed in.

Alderman Bateman said he did not expect the city administrator to dig into his ask, he just said it bothers him, and will continue to bother him for years to come.

Mrs. Kavelman mentioned that removing the bike path means the city is buying less property which could help move things along.

Yeas: (7) Alderman Steve Parrott, Alderman Tracy Welch, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderman Kathy Horn

Nays: (0)

Abstain: (0)

Absent: (0)

Mayor Goodman moved to other items on the agenda.

B. Approval of cancellation of contract between NIXLE and the City of Lincoln for city public announcements

Alderman Parrott made a motion to approve, seconded by Alderman Hoinacki. City Police Chief Paul Adams said people are not losing NIXLE. Mrs. Kavelman asked about the savings. It would be \$3,500. Mayor Goodman called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (7) Alderman Steve Parrott, Alderman Tracy Welch, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderman Kathy Horn

Nays: (0)

Abstain: (0)

Absent: (0)

Mayor Goodman moved to other items on the agenda.

C. Approval of revised Great Seal of the City of Lincoln

Alderman Keller made a motion to approve, seconded by Alderman Parrott. Alderman Bateman said he knew where everyone was coming with this – he said we hold a special place in the universe. He said he could not vote for this because overwhelmingly – a beard and a top hat is what people think of when they think of Mr. Lincoln. He said the cost is probably nominal for the patches and police vehicles – but he cannot wrap his head around, and either can his constituents about Mr. Lincoln not wearing a top hat.

Alderman Welch mentioned the stars in the outer circle – he said they could be perceived as a religious symbol or as a symbol associated with witchcraft. He said it is a six sided star. Alderman Parrott asked if the stars could look more like the stars on the police badges.

Alderman Keller said he supposed it could be seen that way . . . he was proud this was the Abraham Lincoln that came to the town. Mayor Goodman called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (6) Alderman Steve Parrott, Alderman Tracy Welch, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderman Kathy Horn

Nays: (1) Alderman Kevin Bateman

Abstain: (0)

Absent: (0)

Announcements:

Mayor Goodman asked if anyone had any announcements.

- Ribbon cutting at 1411 N. Kickapoo Street on Saturday.
- Rio Grande is opening at its new location at 11 a.m. on Jan. 21
- Alderman Bateman said the city recently ordered and approved a new pickup, and in the vote, they made it clear that they wanted the truck ordered in yellow, he said the truck came in white – he said that directly went against what the council approved – Alderman Welch posed wrapping it and keeping it yellow – Mr. Walt Landers – Mr. Parrott wanted to know if it was ordered incorrectly or if it came in wrong.
- Comcast brought back WGN America. Alderman Parrott said he has a constituent who wanted the city to look at other options as costs continue to rise with comcast. Alderman Welch said other companies can compete in the city, there is not a non-compete.

- City Administrator Kavelman brought up that there were seven new hard drives purchased, Chief Adams said Chris' hard drive was failing, her computer crashed, he said that had to be replaced. Since all computers were bought at the same time –
 - Cresco labs will hold a job fair over the weekend – they intend to hire 100 people.
-

Executive Session | 2(C)1 and 2(C)11:

There being no further announcements to come before the council, Alderman Keller made a motion to move into Executive Session, seconded by Alderman Bateman. City Clerk Peggy Bateman called roll.

Present:

Alderman Tracy Welch
Alderman Steve Parrott
Alderman Sam Downs
Alderman Kevin Bateman
Alderman Ron Keller
Alderman Kathy Horn
Alderman Jeff Hoinacki

Yeas: (7) Alderman Steve Parrott, Alderman Tracy Welch, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderman Kathy Horn

Nays: (0)

Abstain: (0)

Absent: (0)

Executive Session:

The council recessed from the meeting at 8:08 p.m. in order to enter Executive Session. Mayor Goodman announced there would be no further city business conducted upon reconvening.

Return from Executive Session:

The council reconvened from Executive Session 10:31 p.m. in order to reconvene the regular meeting. Roll call was taken.

Present:

Alderman Tracy Welch
Alderman Steve Parrott
Alderman Sam Downs
Alderman Kevin Bateman
Alderman Ron Keller
Alderman Kathy Horn
Alderman Jeff Hoinacki

Absent:

None

Adjournment:

There being no further discussion to come before the City Council of Lincoln, Alderman Keller motioned to adjourn, seconded by Alderman Parrott. Mayor Goodman adjourned the meeting at 10:31 p.m.

Respectfully Submitted By:
Alex Williams, Recording Secretary

SPECIAL VOTING SESSION

Lincoln City Hall, Council Chambers
700 Broadway Street | Lincoln, Illinois

Tuesday, February 11, 2020

A special meeting of the City Council of Lincoln was called to order by Mayor Seth Goodman at 7:00 p.m., with proper notice given. The hearing was held regarding city employees' health insurance options – effective March 1, 2020. Roll call was taken by City Clerk Peggy Bateman.

Present:

Alderman Tracy Welch, Ward 1
Alderman Steve Parrott, Ward 1
Alderman Colby Leith, Ward 2
Alderman Sam Downs, Ward 2
Alderman Kevin Bateman, Ward 3
Alderman Ron Keller, Ward 3
Alderman Kathy Horn, Ward 4
Alderman Jeff Hoinacki, Ward 4

Present:

City Administrator Elizabeth Kavelman
Treasurer Chuck Conzo
City Clerk Peggy Bateman
Police Chief Paul Adams
Fire Chief Bob Dunovsky
Streets Superintendent Walt Landers
Building and Safety Officer Wes Woodhall
Recording Secretary Alex Williams
City Attorney John Hoblit
Veolia Project Manager Andrew Bowns

Presiding:

Mayor Seth Goodman

Discussion and vote regarding revised Health Insurance effective March 1, 2020:

City Administrator Kavelman said she and City Clerk Peggy Bateman have been working on this – going down the list of the three unions to determine which ones want what. Now the City's Streets and Alley's Department crew would like to go retroactive to January.

Mrs. Kavelman outlined some of the other things as discussed. There would be an amendment to each of the contracts . . . and the fire department would want it to go back to \$1,500 so they would want it to go to December 1, 2020.

She continued on – saying it would have to go back 10 months. She asked if anyone wanted her to read it again. Alderman Ron Keller said there were several different HSA plans, correct?

The one the three unions chose was the one with the \$2,800 deductible. All HAS contributions would be turned to \$215 per month until the end of December 31, 2020.

Each of the contracts would need to be amended. Mr. Parrott asked what date everyone wanted it to be retroactive to. More discussion ensued.

Alderman Welch said he thought that Beth did a good job of explaining it . . . he said the new rate under the plan that they already approved for March 1, is \$803. They would see a savings of roughly \$1,300 over the course of a year.

He said each union and non-union has different amounts. He said the goal has been to get everyone to a different position and get all the contracts to be the same. More discussion ensued.

Alderman Welch made a motion to amend the information and that it be drafted by City Attorney John Hoblit. Mr. Hoblit then asked for clarification and direction and then further discussion ensued. Then Alderman Hoinacki seconded the motion. City Clerk Peggy Bateman called roll.

Yeas: (6) Alderman Steve Parrott, Alderman Tracy Welch, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderman Kathy Horn

Nays: (0)

Abstain: (2) Alderman Kevin Bateman, Alderman Colby Leith

Absent: (0)

Adjournment:

Alderman Keller motioned to adjourn, seconded by Alderman Welch. There being no discussion to come before the City Council of Lincoln, Mayor Goodman called the special meeting to a close at 7:14p.m.

Respectfully Submitted By:

Alex Williams, Recording Secretary

COMMITTEE OF THE WHOLE MEETING

Lincoln City Hall, Council Chambers
700 Broadway Street | Lincoln, Illinois

Tuesday, February 11, 2020

The Committee of the Whole Meeting of the City Council of Lincoln was called to order by Mayor Seth Goodman at 7:17 p.m., with proper notice given. City Clerk Peggy Bateman called roll.

Present:

Alderman Tracy Welch, Ward 1
Alderman Steve Parrott, Ward 1
Alderman Colby Leith, Ward 2
Alderman Sam Downs, Ward 2
Alderman Kevin Bateman, Ward 3
Alderman Ron Keller, Ward 3
Alderman Kathy Horn, Ward 4
Alderman Jeff Hoinacki, Ward 4

Present:

Seth Goodman, Mayor
Elizabeth Kavelman, City Administrator
John Hoblit, City Attorney
Peggy Bateman, City Clerk
Alex Williams, Recording Secretary
Chuck Conzo, City Treasurer
Paul Adams, Police Chief
Bob Dunovsky, Fire Chief
Wes Woodhall, Building and Safety Officer
Walt Landers, Streets Superintendent
Andrew Bowns, Veolia Water, Project Manager

Absent:

None

Public Comment:

Mayor Goodman called upon citizens registered to speak. There being no public participation, Mayor Goodman moved down to other agenda items.

Request by the Logan County Board for a Letter of Support from the Lincoln City Council in Favor of the Restoration Referendum for the 1905 Historic Logan County Courthouse Dome:

Logan County Chairwoman Emily Davenport came forward to talk about the restoration referendum. City Alderman Kevin Bateman said this has nothing to do with anyone's property taxes, rather it is about sales taxes and this could help restore the courthouse. He said it included visitors from out of town. He said it is the best and easiest way to spread it out. There would be a sunset clause after 20 years.

Alderman Keller said anyone paying attention to this – will see that there is a need for this. He asked about projected revenue. Mrs. Davenport said around \$900,000 per year. She said every little bit will help. She said anything left over would only be used on preventative maintenance on the courthouse, nothing else.

Mayor Goodman weighed in about his experience working with HGTV. Alderman Welch wanted to know if tours might be available. City Administrator Kavelman weighed in about the size of the courtroom on the third floor.

Mr. Bateman weighed in about the structure of the building, saying the copper has outlived its life and it needs to be replaced. He mentioned the need for other upgrades such as electrical, cabling, HVAC that would also need to be done. He said it is on the National Historic Preservation list and that there were monies trying to be had for that. He said it does have historic value to it.

A letter of support will be placed on the agenda as a resolution.

Discussion of a Potential Grant of the Department of Justice COPS Hiring Program (CHP) to Fund 75% of a police officer for the purposes of investigating violent crimes:

Police Chief Paul Adams said the hiring program is for violent crimes. He wanted to bring this up to see if the council would want to pursue the grant. Alderman Parrott asked how long the grant would be for . . . it would be for four years. Staffing would have to be kept where it was at for four years. For three years, the grant would pay 75% of the salary. After four years, the position could be lost through attrition.

Alderman Keller asked what the salary would be and what the 25% would be. City Treasurer Chuck Conzo asked a question. Alderman Hoinacki said to place it on the agenda.

Alderman Bateman wanted to know if this would be a new officer . . . they would be hiring another officer. Alderman Welch wanted to know what it would mean from a vehicle perspective. Mr. Adams said they would make it work.

The item would be added to the regular agenda.

City of Lincoln's Budget Amendment Resolution #1 for City FY 2019-2020:

Treasurer Chuck Conzo talked about a Bullett Proof Vest partnership, they would accommodate this in the budget, and then there would be a \$500 grant, plus additional expenditures for maintenance for the fire department and a vehicle expense for the police department. There would also be \$2,000 in expenses for the streets and alley's department, plus expenses for equipping squad cars with cameras.

Mr. Conzo also talked about an audit that resulted in the need to transfer money from the General Revenue Fund and back to the Motor Fuel Tax Fund, this was 2014-2018. The transfer was completed by the city clerk's office. It was a transfer within city funds.

The item would be placed on the regular agenda.

Request to Permit the Lincoln Park District, in conjunction with the Pigs 'n Swigs Festival to use city streets for its 5K Run on June 6, 2020:

Alderman Bateman wanted to place this on the agenda, he said he would not be at next week's meeting to discuss it. He said there is some interest in the event, he said he thought it was a good thing for the city.

City Clerk Bateman said she would find out what the time is for the race and include it on the next agenda.

Request to permit the VFW Post 1756 to utilize Postville Park for outdoor vendor booth spaces for the 2020 Route 66 Garage Sales on June 12, 13 and 14, 2020:

This was also added to the consent agenda.

Proposed Comcast Franchise Agreement:

Alderman Tracy Welch said Comcast has agreed to a four year agreement, there would be something for a local feed that would be different than the other channels. Comcast would help with some of the costs for new equipment. There would no longer be a required agreement with Comcast, Lincoln College and the city. Mr. Welch continued on with other agreements he had written down in his notes.

He said they had worked through quite a bit of things to get to where they are at this point. Mrs. Kavelman said there is a requirement to give a three-year notice, they are down to a four-year agreement. Alderman Parrott asked what happens at year four – and how they would give notice.

Alderman Welch weighed in, he said this is a nonexclusive agreement and that other companies can come to town. The item would be placed on the regular agenda.

Ordinance Amending City Code, Section 1-20-7, City Administrator's Duties and Responsibilities:

The item would be placed on the regular agenda.

Update on the progress on the City's Portion of the Fifth Street Road Project and Eminent Domain Progress:

City Administrator Kavelman said an entrance way along the railroad track will be moved.

Announcements:

- An engineering firm reached out with a bill for payment – an Engineer from the Union Pacific Railroad. The item would be placed on the regular agenda.
- Alderman Keller referred to Mr. Landers about the landscape waste facility. Hours would be cut from 8 a.m. to 12 p.m. at the landscape waste facility – for the winter.
- Mr. Landers said if you leave tonight, looking at the courthouse square – all the lightbulbs have been changed.
- Alderman Welch said a week or two ago – there was a presentation for the teen working group, the funding would come out of the next budget, but the groups are trying to secure the funds now. He wanted to know if the council would want to make a commitment on the donation. Mr. Welch said he had heard numbers between \$2,500 and \$5,000. Alderman Bateman wanted to know what the balance was left in the Hotel/Motel Tax. Mr. Conzo said \$52,000, but that the funds need to be used to promote tourism. He said it could be added to the contingency sub fund. The council mentioned agreeing to \$3,500. Mayor Goodman asked if they were going to be adding it to the agenda. More discussion ensued.
- Mrs. Kavelman said Mayor Goodman has been invited to attend a pageant.
- Happy Birthday to Abraham Lincoln!

Executive Session:

Alderman Keller made a motion to go into executive session, seconded by Alderman Welch – then City

Clerk Bateman called roll. At 7:51 p.m. the council recessed from the COW meeting to enter into executive session.

Executive Session:

The council recessed from the Committee of the Whole (COW) meeting at 8:16 p.m. in order to enter Executive Session. Roll call was taken.

Present:

Alderman Tracy Welch
Alderman Steve Parrott
Alderman Colby Leith
Alderman Sam Downs
Alderman Kevin Bateman
Alderman Ron Keller
Alderman Kathy Horn
Alderman Jeff Hoinacki

Absent:

None

Mayor Goodman announced there may or may not be any further city business conducted upon reconvening.

Return from Executive Session:

The council reconvened from Executive Session 8:43 p.m. in order to reconvene the Committee of the Whole Meeting. Roll call was taken.

Present:

Alderman Tracy Welch
Alderman Steve Parrott
Alderman Colby Leith
Alderman Sam Downs
Alderman Kevin Bateman
Alderman Ron Keller
Alderman Kathy Horn
Alderman Jeff Hoinacki

Absent:

None

Adjournment:

There being no further discussion to come before the City Council of Lincoln, Alderman Keller motioned to adjourn, seconded by Alderman Parrott. Roll call was taken. Mayor Goodman adjourned the meeting at 8:43 p.m.

Respectfully Submitted By:

Alex Williams, Recording Secretary

REQUEST TO PERMIT

CITY CLERK
LINCOLN ILLINOIS

FEB 04 2020

RECEIVED

DATE: 2-4-2020

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

The Lincoln Park District in
Conjunction with the Rigs & Swip to use
the City Streets for a 5k Run
June 16, 2020
Starting @ 8:00 A.M.

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 5-1-2020.

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: Lincoln Park District - Jennifer Prather

Address: 1400 Raiter Way
Lincoln, IL 62650

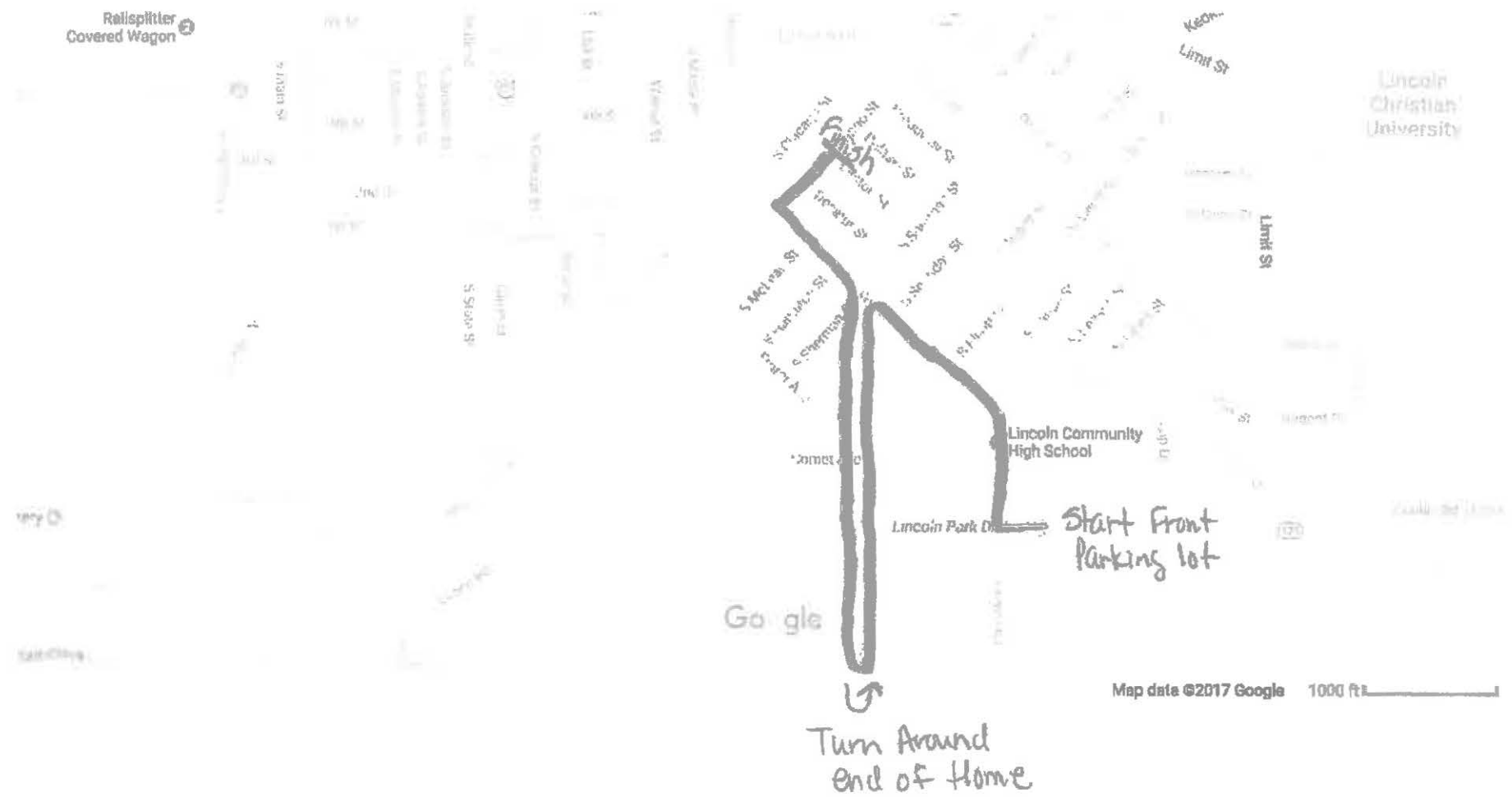
Phone: 917-732-8770 Cell: 917-732-9889

Email: jprather@lincolnparkdistrict.com

5/10/2017

Google Maps

Google Maps





Certificate No.: 4
Member Number: 25

CERTIFICATE OF COVERAGE

This Certificate is issued as a matter of information only and confers no rights upon the Certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the coverage document(s) listed below.

NAME & ADDRESS OF MEMBER: Lincoln Park District
1400 Railer Way
Lincoln, IL 62656

This is to certify that the coverage document(s) listed below have been issued to the Member named above and are in force at this time. Notwithstanding any requirement, term or condition of any agreement or other document with respect to which this Certificate may be issued or may pertain, the coverage(s) afforded is subject to all the terms, exclusions and conditions of the Coverage Agreement(s).

TYPE OF COVERAGE	EFFECTIVE	EXPIRATION DATE	LIMIT OF COVERAGE
DATE General Liability	07/01/2019	07/01/2020	\$0 Deductible \$2,000,000 Limit

CANCELLATION: Should the above described coverage document(s) be cancelled, the Illinois Parks Association Risk Services will endeavor to mail 30 days written notice to the below named Certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the pool.

SPECIAL CONDITIONS/OTHER COVERAGES: your 5k Race on June 6th, 2020
& your Parade on July 4th, 2020

NAME & ADDRESS OF CERTIFICATE HOLDER:

City of Lincoln
700 Broadway Street
Lincoln, IL 62656

DATE ISSUED: 02/12/2020


Authorized Representative

REQUEST TO PERMIT

CITY CLERK
LINCOLN, ILLINOIS

JAN 29 2020

RECEIVED

DATE: Jan 29 2020

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

To allow the VFW Post 1756 to use
Postville Park for outdoor vendor booth
spaces for the 2020 R766 Garage Sales.
We will provide the Port-A-Potty
and insurance June 12th, 13th and 14th 2020
Michelle K. Ramlow
Commandr. VFW Post 1756

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 May 1, 2020.

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: Michelle K Ramlow

Address: 1038 N. College St
Lincoln, IL 62650

Phone: _____ Cell: 217-480-0657

Email: YNCRAMLOW@yahoo.com

2020-_____

DRAFT

RESOLUTION ADOPTING AMENDMENTS TO WORKING BUDGET

AMENDMENT #1—F.Y. 2019-2020 BUDGET

WHEREAS, the City Council has directed the City Administrator, City Treasurer and Staff to prepare a Working Budget; and,

DRAFT

WHEREAS, the City Council and the staff worked diligently in the preparation of the Working Budget for the Fiscal Year beginning May 1, 2019 and ending April 30, 2020; and

WHEREAS, the total Budget expenditures for the Fiscal Year beginning May 1, 2019 and ending April 30, 2020 will not be exceeded as a result of the Budget changes, except as described herein;

NOW THEREFORE, IT IS HEREBY RESOLVED that adjustments to the Working Budget, as proposed by the City Treasurer on February 18, 2020, as attached and incorporated therein, are hereby adopted as a spending limit for the items contained there and before expenditures shall be made in excess of those or for items not contained therein, it shall be necessary to apply to the City Council for amendment off the Working Budget. This Resolution shall be in effect the 18th day of February, 2020.

Approved this 18th day of February, 2020.

DRAFT

DRAFT

Mayor, City of Lincoln
Logan County, Illinois

ATTESTED and filed in my office this 18th day of February, 2020.

City Clerk

SUPPLEMENTAL REVENUE PROJECTIONS—F.Y. 2019-2020

<u>Account No.</u>	<u>Account Name</u>	<u>Revenue Source</u>	<u>Amount</u>
02-1200-3845	Reimbursements/Police	Insurance Reimbursement	\$ 2,698.09
02-0001-3990	Grants-Vests	DOJ—BVP Grant	\$ 3,103.58
02-0001-3900	Grants	IDOT Police Grant	\$ 1,792.92
02-0001-3900	Grants	Country Financial—Fire Dept.	\$ 750.00
02-0001-3720	Donations	Donation to Fire Dept.	\$ 8,700.00

REVISED REVENUE/EXPENDITURES—F.Y. 2019-2020

<u>Account No.</u>	<u>Account Name</u>	<u>Budget Amount</u>	<u>Amended Amount</u>
02-1200-3945	Reimbursements/Police	\$ 40,000.00	\$ 42,698.09
02-0001-3990	Grants/Vests	\$ 0.00	\$ 3,103.58
02-0001-3900	Grants	\$ 500.00	\$ 9,250.00
02-0800-5202	F.D.—Repairs/Maint. Equip.	\$ 50,000.00	\$ 59,500.00
02-1200-5204	P.D.—Repairs/Maint. Vehicles	\$ 20,000.00	\$ 22,698.09

AMENDMENTS TO EXPENDITURES—F.Y. 2019-2020

<u>From Account No. & Name:</u>	<u>To Account No. & Name:</u>	<u>Amount</u>
02-3600-5102 Streets & Alleys Supplies-General	02-3600-6444 Arbor Day Supplies	\$2,000.00
60-0200-7820 Public Safety Bldg.	60-1200-5203 Police Squad Car Equip.	\$41,560.00

AMENDMENT TO TRANSFERS—F.Y.2019-2020

<u>From Account No. & Name:</u>	<u>To Account No. & Name:</u>	<u>Amount</u>
02-0009-9920 Transfer to M.F.T. Fund	20-0009-9921 Transfer from General Fund	\$84,544.76
Per IDOT/M.F.T. 2014-2018 Audit.		

RESOLUTION

THIS RESOLUTION is made and adopted by the CITY COUNCIL OF THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, at a regular meeting held in the City Council Chambers in said City on the ____ day of _____, 2020, WITNESSETH:

WHEREAS, the CITY COUNCIL OF THE CITY OF LINCOLN, ILLINOIS understands that within the City of Lincoln there exists a County building known as the Logan County Courthouse; and

WHEREAS, the CITY COUNCIL OF THE CITY OF LINCOLN, ILLINOIS believes this building has served the citizens of Lincoln admirably since its inception in 1905, and currently ranks as a historical landmark within the City; and

WHEREAS, the CITY OF LINCOLN understands that significant remodeling work needs to be done to the dome amongst other improvements, and further notes that the original plaster has been falling into the third floor courtroom; and

WHEREAS, the CITY OF LINCOLN understands that County Board of Logan County has initiated a referendum that would be put to vote on March 17, 2020 with the idea that there would be a nominal increase to the sales tax (0.5%) in order to generate funds; and

WHEREAS, the CITY OF LINCOLN understands that this would generate approximately \$900,000.00 in revenue per year, the funds can only be used to improve the Courthouse, and has a 20 year sunset clause; and

WHEREAS, the CITY COUNCIL OF THE CITY OF LINCOLN, ILLINOIS believes it is in the best interests of the citizens of Lincoln that this referendum passes in order to ensure the Courthouse can exist for decades to come, and in furtherance of this the City Council will issue a letter of support for this referendum;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the CITY COUNCIL OF THE CITY OF LINCOLN, as follows:

1. That the recitals outlined above are incorporated herein as if appearing herein verbatim.

2. That the City Council of Lincoln will issue a letter of support for the referendum in hopes it passes thereby benefiting the citizenry by way of improvements and use of the Courthouse.

3. That this Resolution is effective immediately upon passage of the same.

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

Alderman Parrott	_____	Alderman Keller	_____
Alderwoman Horn	_____	Alderman Welch	_____
Alderman Hoinacki	_____	Alderman Bateman	_____
Alderman Downs	_____	Alderman Leith	_____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Passed and approved this ____ day of _____, 2020

CITY OF LINCOLN,

BY: _____

Seth Goodman, Mayor
City of Lincoln, Logan County, Illinois

ATTEST: _____ (SEAL)

City Clerk, City of Lincoln,
Logan County, Illinois

ORDINANCE NO.
ORDINANCE AMENDING 1-20-7 OF THE LINCOLN CITY CODE
AMENDING THE DUTIES AND RESPONSIBILITIES OF THE
CITY ADMINISTRATOR

THIS ORDINANCE is made and adopted by the CITY COUNCIL OF THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, at a regular meeting held in the City Council Chambers in said City on the ____ day of _____, 2020, WITNESSETH:

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

WHEREAS the City Council of the CITY OF LINCOLN in 2011 established and created the office of city administrator (Ord. 2011-731, 9-19-2011), and by ordinance defined the authority and duties of the city administrator position (1-20-7); and

WHEREAS, the CITY OF LINCOLN considers it necessary to modify the duties and the responsibilities of the City Administrator; and

WHEREAS, the CITY OF LINCOLN desires to amend 1-20-7(B)(2) to assist in the preparation of agendas, instead of being responsible solely for them; and

WHEREAS, the CITY OF LINCOLN desires to amend 1-20-7(C)(1) to eliminate direct oversight of the various city departments and instead act in an advisory role; and

WHEREAS, the CITY OF LINCOLN desires to amend 1-20-7(D)(1) to assist in the preparation of the annual budget, instead of being responsible solely for it;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the CITY COUNCIL OF THE CITY OF LINCOLN, as follows:

1. That the City of Lincoln will amend 1-20-7(B)(2) to assist in the preparation of the agenda (see attached exhibit A).
2. That the City of Lincoln will amend 1-20-7(C)(1) to make the city administrator act in an advisory role for the department heads along with recommending employee policies to the council (see attached exhibit A).
3. That the City of Lincoln will amend 1-20-7(D)(1) to make the city administrator assist in the creation of the yearly budget (see attached exhibit A).
4. Effective Date. That this Ordinance is effective immediately upon passage of the same.

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

Alderman Parrott	_____	Alderman Keller	_____
Alderwoman Horn	_____	Alderman Leith	_____
Alderman Hoinacki	_____	Alderman Bateman	_____
Alderman Downs	_____	Alderman Welch	_____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Passed and approved this ____ day of _____, 2020.

CITY OF LINCOLN,

BY: _____

Seth Goodman, Mayor
City of Lincoln, Logan County, Illinois

ATTEST: _____ (SEAL)

City Clerk, City of Lincoln,
Logan County, Illinois

EXHIBIT A

1-20-7: AUTHORITY AND DUTIES:

The city administrator, subject to the limitations defined in resolutions and ordinances of the city and state statutes, shall be the chief administrative officer of the city, shall report directly to the mayor, shall be responsible to the mayor and the city council for the proper administration of the business affairs of the city, pursuant to the statutes of the state, the ordinances of the city, and the resolutions, motions, and directives of the corporate authorities with powers and duties as follows:

(A) General Duties:

1. Plan, integrate, and 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.
2. Assess community and citizen needs and ensure objectives and priorities are focused on meeting those needs effectively, efficiently, and with high quality services.
3. Direct and prepare analyses and recommendations on public policy issues before the council and on short and long term plans for city services.
4. Prepare news releases and materials for dissemination to the media and the public; maintain effective relationships with the media.
5. 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.
6. Participate in professional and community organizations on behalf of the city; maintain good working relationships with key community constituencies.
7. Participate in regional, state, and national meetings and conferences to stay abreast of municipal trends and technology related to municipal operations.

(B) Responsibilities To The City Council:

1. Attend all meetings of the city council and be present for all discussions, unless excused by the mayor or a majority vote of the city council. Assist the mayor and the city council as required in the performance of their duties.
2. Assist in the preparation of agendas for all meetings of the city council, all city council committees, and all other appropriate committees and commissions of the city, together

with such supporting materials as may be required; with nothing herein being construed as to give the city administrator authority to limit or in any way prevent matters from being considered by the city council or any of its committees and commissions.

3. Assist in the preparation of ordinances and resolutions as requested by the mayor or the city council.
4. Keep the mayor and the city council regularly informed about the activities of the city administrator's office by oral or written report at regular and special meetings of the city council.
5. In the event that action requiring city council approval is necessary at a time when the city council cannot meet, the city administrator shall receive directives from the mayor.

(C) Personnel:

1. The city administrator shall work with the corporate authorities to recommend employee policies and regulations; however, the department heads shall remain responsible for the implementation of the policies and regulations in their respective departments.
2. 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.
3. Be responsible for all collective bargaining processes of the city 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.
4. Propose to the mayor and city council for their consideration such personnel rules and regulations as the administrator deems necessary to manage the personnel policies of the city.

(D) Budgeting:

1. Assist with 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.
2. Administer the budget as adopted by the city council and advise the mayor and city council regularly as to the present financial condition and future financial requirements of the city.

3. Report regularly to the city council on the current fiscal position of the city.
4. Understand and be familiar with the accounting system of the city to ensure that the system employs methods in accordance with current professional accounting practices; and recommend any changes to the mayor and city council.
5. Coordinate and direct the city's efforts to secure alternative funding for city services including grant writing and other appropriate measures. (Ord. 2011-731, 9-19-2011)

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

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 _____, 2020 (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 (5th 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 (5th 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, Educational and Governmental (PEG) Access Channel" shall mean a video Channel designated for non-commercial use by the City, the public, and/or educational institutions such as public schools or Lincoln College, but not "home schools," community colleges, and universities.

"Public, Educational and Government (PEG) Access Programming" shall mean non-commercial programming produced by any City residents or organizations, schools and government entities and the use of designated facilities, equipment and/or Channels of the Cable System in accordance with 47 U.S.C. 531 and this Agreement.

"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 four (4) 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 requests that Grantee provide Basic Cable Service (or its current equivalent) and one Digital Transport Adapter (or its current equivalent if equipment is necessary to receive the service) to one outlet at the locations specified in Attachment A. The City shall notify Grantee of its election to be invoiced at standard rates for these services and equipment or to have the charges deducted from the franchise fee payment due the City. In the event the FCC Third 621 Order is reversed on appeal (pending at the 6th Circuit at the time of this Agreement) and that reversal becomes final, then 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: _____

Attachment A

1. Lincoln Fire Department, 702 Broadway St., Lincoln, IL
2. Lincoln Police Department, 710 5th St., Lincoln, IL
3. Logan County Safety Complex, 911 Pekin St., Lincoln, IL
4. Logan County Jail Administration, 911 Pekin St., Suite 2, Lincoln, IL
5. Logan County Sheriff's Department, 911 Pekin St., Suite 3, Lincoln, IL
6. Logan County ETSB, 911 Pekin St., Basement, Lincoln, IL
7. Lincoln Safety Complex, 911 Pekin St., Lincoln, IL



CITY CLERK
LINCOLN, ILLINOIS

UNION PACIFIC RAILROAD COMPANY

FEB 05 2020

RECEIVED

CITY OF LINCOLN
700 BROADWAY ST
LINCOLN, IL 62656

DATE ISSUED	1/21/2020
DUE DATE	2/20/2020
BILL NUMBER	90093629
CONTRACT NUMBER	WO51591
CUSTOMER NUMBER	97237
CUST REFERENCE	
BILL PREPARER	443361
CLS: 13-ALL OTHER	

PAYMENTS TO: UNION PACIFIC RAILROAD COMPANY
12567 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

CORRESPONDENCE TO: EMAIL - MARSCUSTOMERS@UP.COM
UNION PACIFIC RAILROAD TAX ID NUMBER - 94-6001323

DESCRIPTION

PROJ # 05S2092; ATTN: CLAY JOHNSON; 291189M 5TH ST MP 63.55 HAVANA SPUR SUB LINCOLN IL
PRELIMINARY ENGINEERING SURFACE

REFERENCE NO:

AMOUNT: \$3,637.68

PLEASE DETACH AT THIS LINE AND RETURN THIS PORTION WITH CHECK PAYABLE TO:

UNION PACIFIC RAILROAD COMPANY
12567 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

DATE ISSUED	1/21/2020
DUE DATE	2/20/2020
BILL NUMBER	90093629
BILL AMOUNT	\$3,637.68
CONTRACT NUMBER	WO51591
CUSTOMER NUMBER	97237
CLS: 13-ALL OTHER	

COMPLETE THIS PORTION FOR CHANGE OF NAME/ADDRESS:

NAME		
STREET		
CITY	STATE	ZIP



UNION PACIFIC RAILROAD COMPANY

BILL NUMBER	90093629
-------------	----------

RECAP OF CHARGES

SUMMARY OF DESCRIPTION:

JOINT FACILITY OR WORK ORDER 51591

		<u>JOB TOTAL AMOUNT</u>	<u>JOB APPORTIONMENT</u>	<u>JOB AMOUNT DUE</u>
JOB NO. 001	JOB 001 PRELIMINARY ENGINEERING	\$3,637.68	100.00%	\$3,637.68
			BILL COST	\$3,637.68
			APPORTIONMENT	100.00%
		AMOUNT DUE (TO COVER PAGE)		\$3,637.68



UNION PACIFIC RAILROAD COMPANY

BILL NUMBER	90093629
-------------	----------

WO 51591 JOB NO 001 PERIOD 12-2019

VOUCHER PAYMENT (ALL)

<u>DATE</u>	<u>VOUCHER</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
12/19	5007231269	OLSSON INC	GOODS RECEIPT	\$3,626.39
		PAYMENT SUB TOTAL		

VOUCHER PAYMENT (ALL) TOTAL \$3,626.39

VOUCHER PERSONAL EXPENSE BILLABLE

<u>DATE</u>	<u>VOUCHER</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
12/19	0874352	ELLISON RICHARD	PERSONAL EXPENSE	\$11.29
		PAYMENT SUB TOTAL		

VOUCHER PERSONAL EXPENSE BILLABLE TOTAL \$11.29

Vendor:

OLSSON INC
PO BOX 84608
LINCOLN, NE 68501-4608
1000024823

Voucher Nbr: 5007231269
Invoice Date: 12/7/2019
Invoice Amt: \$3,626.39
Service Period: 2019-11-30-2019-11-30

Fiscal YrMo: 201912
Network: 51591
Activity: 001
Dist Amt: \$3,626.39

Subdivision: HAVANA SPUR **Mileposts:** .000-.000 **Gang Nbr:**

Comment: 5th St Lincoln IL 291189M CAN 51591 Project Diagnostic

Releaser Name: KECKEISEN **Verifier Name:** KECKEISEN

PO Nbr: 4300055168

Service Desc: Civil Design - Engineering - Master Agreement providing on call engineering services for the Union Pacific Railroad at various locations - 291189M 5TH ST MP 63 55 HAVANA SPUR SUB LINCOLN IL SURFACE

Location Desc: SOUTHERN Region - MID-AMERICA SU - HAVANA SPUR -

Ln	Item Nbr	Item Desc	Employee Name	Start Date/Time	End Date/Time	Qty	Unit	Unit Price	Extn Amount	Markup/ Discount
Location # 3.7 Civil Design - Engineering										
0010	03001052	Labor Engineer NSPE/ASCE Level VII - ST				20.50	HR	\$57.690	\$1,182.65	\$2,180.57
		WO 51591 Job 001 506307 \$3363.2200								
Location # 3.21 Civil Design - Engineering										
0020		Labor - Professional III				1.75	HR	\$52.880	\$92.54	\$170.63
		WO 51591 Job 001 506307 \$263.1700								

PERSONAL EXPENSE DETAIL

CONTRACT WO51591

FOR THE PERIOD 2019012-2019012

WO 51591-291189M 5TH STREET MP 63.55 HAVANA SPUR

WO #	JOB	YRMO	TRIP #	EMPLOYEE	RECEIPT #	RECEIPT DATE	EXP TYPE	DESCRIPTION	WO AMOUNT	WO %	WO CHARGE
51591	001	2019012	874352	ELLISON RICHARD	004	11/21/2019	Meals-Lunch	ARBYS SPRINGFIELD, SPRINGFIELD	\$11.29	100.00%	\$11.29
				Employee ID: 236168				Trip 874352 Total:			\$11.29
WO 51591 TOTAL:											\$11.29

1) Personal expense support is submitted for an entire trip. Therefore, they may contain receipts that are not associated with the project and should be disregarded.

2) Personal expense support also may contain receipts that are not fully charged to the project, but are partially divided into multiple projects. Each receipt is distributed to their respective projects based on the % column. The amount of expense charged is identified in the Work Order Charge column.

3) According to UP Company policy, employees are not required to submit receipts for charges \$25 and under; therefore, a copy may not be available.