

CITY OF AURORA, ILLINOIS

ORDINANCE NO. 011-016
DATE OF PASSAGE April 26, 2011

AN ORDINANCE APPROVING A CABLE TELEVISION FRANCHISE AGREEMENT
BETWEEN THE CITY OF AURORA AND COMCAST OF ILLINOIS XIII, L.P.

WHEREAS, the city of Aurora has a population of more than 25,000 persons and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, the City of Aurora has been negotiating a renewal of the current cable franchise agreement with Comcast of Illinois XIII, L.P. which the City of Aurora approved on May 2, 1989 by Resolution No. R 89-111; and

WHEREAS, a cable franchise agreement has been set forth and agreed to by the City of Aurora and Comcast of Illinois XIII, L.P. ("franchise agreement"); and

WHEREAS, the provisions of the franchise agreement meet the requirements established in Ordinance No. 007-134, and Ordinance No. 07-136, the City's Cable communications and cable and video customer and privacy protection ordinances; and

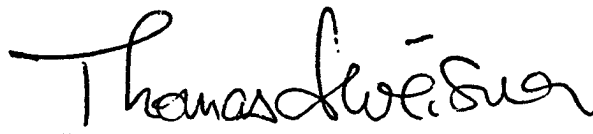
NOW, THEREFORE, BE IT ORDAINED:

The foregoing whereas clauses are hereby incorporated herein. The mayor and City Clerk are hereby authorized to execute the franchise agreement by and between the City of Aurora and Comcast of Illinois XIII, L.P. which is attached hereto and made a part hereof

This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED by the City Council of the City of Aurora, Illinois on
April 26, 2011.

AYES 10 NAYS 0 ABSENT 2 NOT VOTING



Mayor

ATTEST:


City Clerk

CABLE FRANCHISE AGREEMENT

BETWEEN

**THE CITY OF AURORA
an Illinois Municipal Corporation
44 E. Downer Place
Aurora, Illinois 60507**

AND

**COMCAST OF ILLINOIS XIII, L.P.
155 Industrial Drive
Elmhurst, Illinois 60126**

City of Aurora Ordinance No. 011-016

**CABLE FRANCHISE AGREEMENT BETWEEN
THE CITY OF AURORA, ILLINOIS
AND
COMCAST OF ILLINOIS XIII, L.P.**

This Franchise Agreement is entered into on this 26th day of April, 2011 (the "Effective Date"), by and between the City of Aurora, Illinois, an Illinois Municipal Corporation (hereinafter referred to as "City"), and Comcast of Illinois XIII, L.P., (hereinafter referred to as "Grantee").

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 the Cable Act, the Illinois Constitution of 1970 including the City's home rule powers, and, the Illinois Municipal Code, as amended from time to time, and shall be governed by the Cable Act and the Illinois Municipal, 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 One: DEFINITIONS

For the purposes of this Franchise Agreement, capitalized terms, phrases, words, and their derivations shall have the meaning ascribed to them in the Cable Act, unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the

word "may" is permissive. Words not defined shall be given their common and ordinary meaning.

(a) "Act" or "Cable Act" shall mean the Cable Communications Policy Act of 1984 (P.L. 98-542), as amended by the Cable Television Consumer Protection and Competition Act of 1992 (P.L. 102-835) and the Telecommunications Act of 1996 (P.L. 108-108), 47 U.S.C. Section 521, et seq., as the same may be amended from time to time.

(b) "Cable Operator" shall mean any Person or group of Persons (A) 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 (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

(c) "Cable Services" or "Service" shall mean (A) the one-way transmission to Subscribers of (i) Video Programming or (ii) other programming services; and (B) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

(d) "Cable System" or "System" has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and shall mean 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.

(e) "Channel" or "Cable Channel" shall mean 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).

(f) "City" shall mean the City of Aurora, State of Illinois, and all the territory within its present and future boundaries and including any other area

over which the City exercises jurisdiction. The City Council is the governing authority of the City.

(g) "Customer" or "Subscriber" means a Person who lawfully receives and pays for Cable Service with the Grantee's express permission.

(h) "Dwelling Unit" shall mean any individual or multiple residential place of occupancy.

(i) "FCC" shall mean the Federal Communications Commission and any legally appointed, designated, or elected agent or successor (or successor governmental entity thereto).

(j) "Franchise" shall mean an initial authorization or renewal thereof (including a renewal of an authorization which has been granted subject to Section 626 of the Cable Act {47 U.S.C. §546}) issued by a Franchising Authority, whether such authorization is designated as a franchise agreement, permit, license, resolution, contract, certificate, or otherwise which authorizes the construction or operation of a Cable System.

(k) "Franchise Agreement" or "Agreement" shall mean this agreement and any amendments or modifications appended hereto.

(l) "Franchise Area" shall mean present legal boundaries of the City of Aurora, Illinois as of the Effective Date and shall also include additions thereto, by annexation or other legal means as provided in this agreement.

(m) "Franchise Fee" means any tax, fee, or assessment of any kind imposed by the City on a Cable Operator or Cable Subscriber, or both, solely because of their status as such. The term Franchise Fee does not include:

(1) Any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and cable operators or their services but not including a tax, fee or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers);

(2) Capital costs which are required by the Franchise to be incurred by Grantee for public, educational or governmental access facilities;

(3) Requirements or charges incidental to the awarding or enforcing of the Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damages; or

(4) Any fee imposed under Title 17, United States Code.

(n) "Franchising Authority" shall mean the City of Aurora, Illinois.

(o) "Grantee" or "Applicant" shall mean Comcast of Illinois XIII, L.P., or the lawful successor, transferee, designee or assignee thereof.

(p) "Gross Revenue" shall mean 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 directly related to Cable Service delivered over the Cable System as may hereafter develop, provided that such revenues, fees, receipts, or charges are deemed lawful and to be 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. FCC., 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. FCC., 324 F.3d 802 (5th Cir. 2003).

(q) "Initial Franchise Service Area" shall mean that portion of the Franchise Area served by the Grantee's Cable System as of the Effective Date of this Franchise Agreement.

(r) "Mayor" shall mean the Mayor of the City of Aurora, Illinois, or the Mayor's authorized designee.

(s) "Person" shall mean 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.

(t) "Public, Educational and Governmental (PEG) Access Channel," or "PEG Channel" shall mean a video channel(s) designated for non-commercial use by the municipality, public, educational institutions such as public or private schools, but not "home schools," community colleges, and universities, as well as the Issuing Authority.

(u) "Public, Educational and Government (PEG) Access Programming" shall mean non-commercial programming produced by any Aurora 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 Renewal License.

(v) "Right-of-Way" or "Rights-of-Way" shall mean, pursuant and in addition to City of Aurora R.O.W. Ordinance #O07-126 the surface of and the space above and below, any property designed, dedicated, or otherwise designated and/or used as a roadway, shoulder, parkway, non-vehicular way, for pedestrian or vehicular travel by the public; any property designed, dedicated, or otherwise designated and/or used for the provision of utilities or other services or benefits to the general public, including the residents of the City; and property designed, dedicated, or otherwise designated for use in conjunction with any roadway, parkway, or non-vehicular way; and, easements which have been dedicated for compatible uses and other easements or rights-of-way as shall within their proper use and meaning entitle the City and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System. "Right-of-Way" or "Rights-of-Way" shall not include any real or personal City property that is not specifically described in the previous sentence and shall not include City buildings, fixtures, and other structures and improvements, unless they are situated in the Right-of-Way.

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

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

Section Two: GRANT OF AUTHORITY

A. 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, the Illinois Constitution and Ordinance No. _____ the City hereby grants Grantee a non-exclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Rights-of-Way 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.

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

C. 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.

D. 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.

E. Reservation of Authority. Nothing in this Franchise Agreement shall (1) abrogate the right of the City to perform any public works or public improvements of any description, (2) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (3) be construed as a waiver or release of the rights of the City in and to the Public Ways.

F. Competitive Equity.

1. In the event the City grants an additional Franchise to use and occupy the public right-of-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. 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.

3. Pursuant and in addition to Chapter 42, Article X of the Code of Ordinances, City of Aurora, during the term of this Franchise Agreement and any extension or renewal thereof, no registration or application fee, or Security Fund shall be required of the Grantee for any permit required by the City, provided that Grantee shall have timely made all Franchise Fee and PEG Capital payments to the City pursuant to this Franchise Agreement.

Section Three: Construction and Maintenance of the Cable System

A. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Chapter 42, Article X, entitled "Construction of Facilities in the Public Rights-of-Way," of the Code of Ordinances, City of Aurora, as may be amended from time to time.

B. 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.

C. Undergrounding and Beautification Projects.

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.

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 Four: SERVICE OBLIGATIONS

A. 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.

B. 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 mile and within one (1) mile of 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).

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.

2. The Grantee agrees that in the event a request for Grantee's Cable Service is received from a non-residential location within the Franchise Area, the Grantee shall conduct a survey and prepare a written estimate of the cost associated with providing service to the requesting location, within a reasonable time period following the request. After an agreement between the Grantee and

the requesting non-residential party to reimburse the Grantee for the costs of providing said service, the Grantee agrees to undertake necessary system changes within a reasonable period of time in order to provide the agreed-upon Cable Service to the non-residential location. It is the understanding of the parties to this Franchise Agreement that the objective of the parties in this paragraph is that the Grantee's residential customers not be placed in a position to "subsidize" the provision of Grantee's Cable Services to non-residential locations.

C. 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.

D. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. § 76, 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.

E. 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.

Section Five: CUSTOMER SERVICE

A. 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. and Chapter 19, Article V, entitled, "Cable and Video Customer and Privacy Protection," of the Code of Ordinances, City of Aurora. 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. and Chapter 19, Article V of the Code of Ordinances, City of Aurora. Any mandatory amendment to the Cable and Video Customer Protection Law that becomes effective after the effective date of this Franchise shall be adopted by the City and shall be applicable to the Grantee.

B. Service to School Buildings and Governmental Facilities.

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

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.

C. 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. The City has become qualified and authorized to activate the EAS, and 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.

Section Six: PUBLIC EDUCATIONAL AND GOVERNMENTAL (PEG) ACCESS PROGRAMMING

A. PEG Capacity. The Grantee shall provide capacity for the City's noncommercial public, educational and governmental ("PEG") programming through Grantee's Cable System consistent with the requirements set forth herein. As of the Effective Date of this Agreement, the City utilizes two (2) PEG Channels, which shall be provided throughout the term of this Agreement. Unless otherwise agreed to by the City and the Grantee to the extent required by applicable law, the PEG Channels shall be carried on the Grantee's basic digital

service tier. The City's PEG programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

1. Additional PEG Capacity. At its discretion, the City may request an additional PEG Channel; provided, however, the City must demonstrate that the Threshold Use Requirement is satisfied. For the purposes of this Agreement, the term "Threshold Use Requirement" means that the initial PEG Channels shall be programmed by the City at least eight (8) hours per day with non-repetitive, non-character generated, locally produced video programming and text (character generated) messaging, Monday through Friday, for a minimum of four (4) consecutive months. The City shall provide the Grantee with written documentation evidencing that the Threshold Use Requirement is being satisfied. Grantee shall have one hundred twenty (120) days from receipt of the City's request to provide the additional PEG Channel. Unless otherwise agreed to by the City and the Grantee, to the extent required by law, the additional PEG Channel shall be carried on the most basic service tier offered by the Grantee. Once provided, the additional PEG Channel may not be removed or withdrawn by Grantee for the first twelve (12) months following the provision of such additional PEG Channel. Any such removal or withdrawal shall not occur until the Grantee has given the City written notice that the Threshold Use Requirement for the initial channels provided as of the Effective Date of this Agreement is not being satisfied. The City shall have one hundred twenty (120) days to cure, or take diligent steps towards curing such condition, in which to establish that the Threshold Use Requirement on the initial PEG Channels is satisfied.

2. 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 PEG Channel, the Grantee may utilize the PEG Channel for its own purposes. Grantee may program unused time on the PEG Channel subject to reclamation from the City upon no less than one hundred twenty (120) 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 programming of any kind can be viewed on an 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.

B. Rules and Procedures for Use of PEG Access Channels. The City shall be responsible for establishing and enforcing rules for the non-commercial use of PEG Access Channels and to promote the use and viewership of the PEG Channels in accordance with 47 U.S.C. § 531(d).

C. PEG Signal Quality. Provided PEG signal feeds are 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.

D. Allocation and Use of PEG Channel(s).

1. By City. The Grantee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. However, the PEG Channels are, and shall be, operated by the City and/or its designee, and the City may at any time allocate or reallocate the usage of the PEG Channels among and between different uses and users. The City shall be responsible for the editorial control of the Video Programming on the PEG Access Channels except to the extent permitted in 47 U.S.C. § 531(e).

2. By Grantee. The City shall adopt rules and procedures under which the Grantee may use the PEG Channels for the provision of Video Programming if the PEG Channels are not being used for their respective purposes pursuant to Section 611(d) of the Cable Act, 47 U.S.C. §531.

E. Origination Point. At such time that the City determines that it wants the capacity to allow subscribers in the City to receive public, educational and/or governmental access programming (video and character generated) which may originate from schools, City facilities and/or other government 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 establish or change a location from which public, educational and/or governmental access programming is originated; or in the event the City wants to upgrade the connection to Grantee from an existing signal point of origination, the City shall 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 thereafter for the City's consideration. The City may accept or decline Grantee's cost estimate in the City's sole discretion. After an agreement to reimburse the Grantee for its expenditure is entered into between the City and Grantee, the Grantee shall implement any necessary system changes within a reasonable period of time.

F. PEG Capital Support. At its sole discretion, the City may designate PEG access capital projects to be funded by the City. The City shall send written

notice of the City's desire for Grantee to collect as an external charge a PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month – or such other amount as may be agreed to by the City and Grantee – to be passed on to each Subscriber pursuant Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment (PEG Access capital costs) and the Grantee shall have the opportunity to review and make recommendations upon the City's plan prior to agreeing to collect and pay to the City the requested amount. During the term of this Agreement, the Grantee shall collect the external charge and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. Said collection and payments shall continue until such time as the amount set forth in the Plan and Notice has been collected and paid. Consistent with the description of the intended utilization of the PEG Capital Fee, the City shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the City to make large capital expenditures, if necessary, provided that if the entire amount is not expended during the term of this agreement, any remaining funds shall be credited against PEG Capital requests from the City in subsequent franchise renewals. Said PEG Capital Fee shall be imposed within ninety (90) days of the City's written request.

1. For any payments owed by Grantee in accordance with this Section which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rate as quoted by Chase Bank U.S.A. 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.

2. Grantee and City agree that the capital obligations set forth in this Section are not "Franchise Fees" within the meaning of 47 U.S.C. § 542.

Section Seven: FINANCIAL RECORDS

A. 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 Chase Bank U.S.A or its successor, from time due until time paid. Any undisputed overpayments made by Grantee to the City shall be returned or credited upon discovery of such overpayment until such time when the full value of such credit has been applied to franchise fee liability otherwise accruing under this section.

B. Change in Amount.

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%), the City shall hold a public hearing and determine if the City should collect the additional amount. Following the determination, 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 or notify the Grantee of its intent to not collect the increased 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.

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.

C. 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).

D. 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.

Section Eight: CABLE SYSTEM BOOKS AND RECORDS

A. Access to Books and Records. Upon fourteen (14) days' notice to Grantee, the City or its designated independent representative shall have the right to examine books and records reasonably related to Grantee's compliance with its obligations under this Agreement, including the fees described in Sections Seven A. (Franchise Fees) and Six G. (PEG Capital Support) of this Agreement. The City shall have no right to examine any aspect of the books and records that does not reasonably relate to Grantee's obligations under this Agreement.

B. The Grantee shall provide an annual report to the City in accordance with the requirements of 220 ILCS 5/22-501(g), and Section 19-120 of Chapter 19, Article V, of the Code of Ordinances, City of Aurora.

C. Proprietary Information.

1. 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 Seven A., and of PEG Capital Support payments as set forth in Section Six F. 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.

2. 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.

3. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the City'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., as amended from time to time, or similar law for the disclosure of information that 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.

4. 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, or with a decision or order of a court with jurisdiction over the City, shall not be a violation of this Section.

Section Nine: TRANSFERS, OWNERSHIP AND CONTROL

A. Transfers of Interest. Neither the Grantee nor any other Person may assign or transfer this Franchise Agreement or the Franchise or sell, assign or transfer the Cable System without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed.

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

C. Exceptions. 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.

D. Requirements. The Grantee, and any proposed transferee under this Section 9, 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. The City shall comply with 47 U.S.C. §537 and 47 C.F.R. §76.502, as amended from time to time, in evaluating the Grantee's petition for consent to such a transfer. 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.

E. 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 9 above.

Section Ten: RATES AND FEES

The City and Grantee agree to comply with Section 623 of the Cable Act (47 U.S.C. Section 543), as amended from time to time.

Section Eleven: INSURANCE AND INDEMNIFICATION

A. 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 Section 42-307, entitled "Insurance" of Chapter 42, Article X, of the Code of Ordinances, City of Aurora, entitled "Construction of Facilities in the Public Rights-Of-Way," as may be amended from time to time.

B. 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, arising in the course of the Grantee constructing and operating its Cable System within the City. This duty shall survive for all claims made or actions filed within one (1) year following either the expiration or earlier termination 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/Village shall be the responsibility of the City.

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.

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 Twelve: ENFORCEMENT OF FRANCHISE

A. 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.

B. 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.

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

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

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 Thirteen B. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the City's decision.

D. Remedies Not Exclusive. In addition to the remedies set forth in this Section Thirteen, the Grantee acknowledges the City's ability pursuant to Section Five A., 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 enacted by the City as Chapter 19, Article V, of the Code of Ordinances, City of Aurora; and, pursuant to Section Three A., of this Franchise Agreement and Chapter 42, Article X, of the Code of Ordinances, City of Aurora, to enforce the Grantee's compliance with the City's requirements regarding "Construction of Facilities in the Public 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 Thirteen: MISCELLANEOUS PROVISIONS

A. 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.

B. 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 made 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 Aurora
 44 East Downer Place
 Aurora, Illinois 60507
 Attn: Cable Television Administrator
 If Notice is sent by Fax: 630-256-3399

To the Grantee: Comcast
 155 Industrial Drive
 Elmhurst, Illinois 60126
 Attn: Director of Government Affairs
 If Notice is sent by Fax: 847-789-0216

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, provided that proof of transmission to the intended recipient is obtained. Such communication should be addressed and directed to the person of record as specified above. By notice complying with this section, either party may change its address and addressee for notice by notice to the other party under this Section.

C. 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 Two D. and E 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.

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.

D. 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 judicial or administrative proceeding, 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.

E. Governing Law and Venue. 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. 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, Kane County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

F. Modification. Except as provided in Section Seven B., 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.

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

H. 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.

I. 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.

J. 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 AURORA, ILLINOIS: For COMCAST OF ILLINOIS XIII, L.P.:

By: Thomas Weisner By: LeAnn M. Talbot

Name: Thomas Weisner

Name: LeAnn M. Talbot

Title: Mayor

Title: Senior Vice President

Date: 4-26-11

Date: 6/24/11

FRANCHISE AGREEMENT – EXECUTIVE SUMMARY

City of Aurora

- Comcast Franchise Agreement grants non-exclusive right to operate within municipality for a period of 10 years from the date of approval.
- Agreement is based on a model franchise agreement approved by Metropolitan Mayors Caucus, and similar agreements have been adopted in more than 175 communities in the Chicago Metropolitan Area.
- The Agreement requires compliance with all City Ordinances and regulations including the City's Right of Way Ordinance, and Cable and Video Customer Protection and Privacy Ordinances. The City also reserves its Police Powers to adopt and enforce ordinances at any time.
- Comcast must pay franchise fees equal to 5% of Annual Gross Revenues, which is the current fee and federal maximum. The city can increase the franchise fee in the event a higher maximum is permitted.
- Comcast must provide insurance and indemnifies the City for any claims, damages or losses that may result from Comcast's operations in the City.
- Comcast is required to continue to provide service to residents throughout the City and extend service to new residences where there is a minimum density is at least 30 dwelling units per linear mile of cable network plant that would need to be built to serve those residences.
- Comcast must provide – Complimentary Basic Cable Service and a free Standard Installation at one outlet to all eligible Schools and Government buildings as defined in State Statute at 220 ILCS 5/22-501(f). At present this is approximately 76 installations.
- PEG Support – Comcast will provide capacity for the City's noncommercial public, education and government programming (PEG). The City currently utilizes 2 PEG channels, and may request a third PEG channel with sufficient proof that current channels are inadequate for all programming offered.
- PEG Capital Support – During term of the Agreement, the City may request the collection of a PEG capital fee of up to thirty-five cents (\$0.35) per customer per month or such other amount as may be agreed to by the City and Grantee to fund capital projects identified by the City for its PEG programming activities.

Comcast Franchise Renewals December 2007 -- March 2011

| | | | | | | | | | |
|----|------------------|----|---------------------|-----|--------------------|-----|-------------------|-----|-----------------------|
| 1 | Algonquin | 37 | Danville | 72 | Illiopolis | 107 | Mt. Morris | 142 | Round Lake Beach |
| 2 | Alsip * | 38 | Decatur | 73 | Indianola | 108 | Mt. Zion | 143 | Round Lake Heights * |
| 3 | Antioch | 39 | Deer Park * | 74 | Island Lake | 109 | Newman | 144 | Sleepy Hollow |
| 4 | Aroma Park | 40 | DePue | 75 | Justice | 110 | Niantic | 145 | Sauk Village |
| 5 | Ashton | 41 | Diamond | 76 | Johnsburg * | 111 | | 146 | South Barrington |
| 6 | Bartlett * | 42 | Divernon | 77 | Kewanee | 112 | Norris | 147 | South Chicago Heights |
| 7 | Beach Park * | 43 | Dixmoor | 78 | Kildeer | 113 | North Chicago | 148 | South Elgin |
| 8 | Bedford Park | 44 | Douglas County | 79 | Ladd | 114 | North Pekin | 149 | Southern View |
| 9 | Bellevue | 45 | Downers Grove * | 80 | LaHarpe | 115 | North Utica | 150 | Spaulding |
| 10 | Bellwood * | 46 | East Dundee | 81 | Lake Barrington | 116 | Oak Forest | 151 | Spring Valley |
| 11 | Berkeley * | 47 | East Hazel Crest | 82 | Lake Bluff * | 117 | Oakwood | 152 | St. Charles * |
| 12 | Blandinsville | 48 | Elk Grove Village * | 83 | Lake Forest * | 118 | Ogden | 153 | St. Johns |
| 13 | Bolingbrook * | 49 | Evergreen Park | 84 | Lake in the Hills | 119 | Ogle County | 154 | Steger |
| 14 | Broadlands | 50 | Forreston | 85 | Lakemoor | 120 | Oglesby | 155 | Stephenson County |
| 15 | Brookfield * | 51 | Forsyth | 86 | Lakewood | 121 | Oregon | 156 | Stillman Valley |
| 16 | Buffalo Grove * | 52 | Fox Lake | 87 | | 122 | Orland Hills | 157 | Stone Park |
| 17 | Burbank | 53 | Fox River Grove | 88 | LaSalle | 123 | Palatine * | 158 | Streamwood * |
| 18 | Burnham | 54 | Franklin Grove | 89 | Lewistown | 124 | Palos Heights * | 159 | Summit |
| 19 | Campton Hills | 55 | Fulton County | 90 | Libertyville | 125 | Park City | 160 | Sun River Terrace |
| 20 | Carbon Hill | 56 | Geneva * | 91 | Lincolnshire * | 126 | Pawnee | 161 | Tazewell County |
| 21 | Carpentersville | 57 | Glendale Heights | 92 | Lincolnwood * | 127 | Peru | 162 | Third Lake |
| 22 | Champaign County | 58 | Grandview | 93 | Lindenhurst *** | 128 | Phoenix | 163 | Tinley Park * |
| 23 | Channahon | 59 | Harristown | 94 | Long Creek | 129 | Piper City | 164 | Tiskilwa |
| 24 | Chatham | 60 | Harvey | 95 | Long Grove * | 130 | Polo | 165 | Trout Valley |
| 25 | Chebanse | 61 | Hawthorn Woods * | 96 | Lyons | 131 | Prairie Grove | 166 | University Park * |
| 26 | Cherry | 62 | Harwood Heights | 97 | Macomb | 132 | Princeton | 167 | Urbana * |
| 27 | Cherry Valley | 63 | Hickory Hills | 98 | Machesney Park | 133 | Richton Park | 168 | Vermillion County |
| 28 | Chicago Ridge * | 64 | Highwood * | 99 | Markham | 134 | Ridge Farm | 169 | Volo |
| 29 | Chrisman | 65 | Hillcrest | 100 | Marquette Heights | 135 | Riverwoods | 170 | Wadsworth * |
| 30 | Cicero * | 66 | Hodgkins | 101 | McCollum Lake | 136 | Rochester | 171 | West Dundee |
| 31 | Clifton | 67 | Hoffman Estates * | 102 | McHenry (City) | 137 | Rochelle * | 172 | Westmont * |
| 32 | Colchester | 68 | Homer Glen * | 103 | McHenry County (2) | 138 | Rockdale | 173 | West Peoria |
| 33 | Creston | 69 | Hometown | 104 | Melrose Park * | 139 | Rockford * | 174 | Willow Springs |
| 34 | Creve Coeur | 70 | Homewood * | 105 | Midlothian | 140 | Rolling Meadows * | 175 | Wilmington |
| 35 | Cuba City | 71 | Huntley | 106 | Montgomery | 141 | Round Lake | 176 | Woodstock |
| 36 | Danforth | | | | | | | 177 | Zion * |

* Communities with a PEG Capital Fee Language of up to .35 Cents

** Communities currently collecting a .35 cent PEG Capital Fee

*** Lindhurst has a .13 cent PEG Capital Fee

Note: Not shown, Northbrook has a .20 Cent and Evanston has a .35 cent PEG Capital Fee



City of Aurora

Community Services . 44 E. Downer Place, Aurora, Illinois 60507-2067, (630) 256-3400

Daniel Barreiro
Chief Community
Services Officer

To: Mayor Thomas J. Weisner
From: Dan Barreiro, Chief Community Services Officer
Date: April 6, 2011
Subject: Ordinance for Renewal of a Franchise Agreement with Comcast

PURPOSE: Support of an Ordinance to approve a Franchise Agreement with Comcast

DISCUSSION: The current Franchise Agreement with Comcast expired on December 31, 2010. Since 2001, the City and Comcast have been operating on short-term contract extensions. During this time period, the City Council passed several ordinances impacting cable television service in Aurora, including:

- Ordinance O05-103 Cable Ordinance Amendments
- Ordinance O07-134 Cable Ordinance Amendments
- Ordinance O07-136 Customer Service and Privacy Standards
- Ordinance O07-126 Construction in the Right of Way

In 2009, the City of Aurora partnered with the Metropolitan Mayor's Caucus joining cities across the region to develop a model franchise agreement to be used throughout Northern Illinois. The model franchise agreement addresses all issues except for provision of public, education and government (PEG) programming, which were to be negotiated by individual communities.

The agreement is similar to the model franchise language. The City's negotiating team, consisting of Dan Ferrelli, Scott Sauber and I negotiated the PEG provisions with input from outside legal counsel. The proposed agreement was then reviewed and approved by outside legal counsel.

Attached you will find an executive summary of the agreement terms, a comparison of PEG funding in other Illinois cities, and a full copy of the agreement.

RECOMMENDATIONS: Staff recommends approval of the attached Ordinance for a Franchise Agreement with Comcast.

Forward to Finance Committee for consideration.

Mayor's Office Initials & Date

C: Carie Anne Ergo, Alayne Weingartz, Dan Ferrelli, Scott Sauber
Finance Committee

F11.051

RECOMMENDATION

TO: THE COMMITTEE OF THE WHOLE

FROM: THE FINANCE COMMITTEE

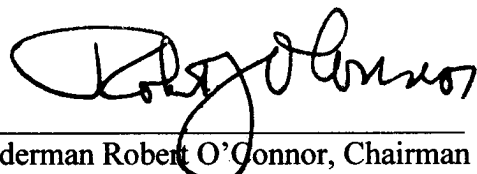
The Finance Committee at their special Finance Meeting on Tuesday, April 12, 2011

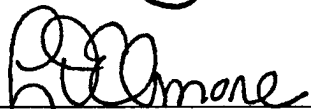
Recommended APPROVAL of An Ordinance Approving a Cable Television Franchise

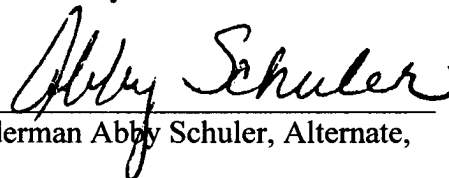
Agreement between the City of Aurora and Comcast of Illinois XIII, L.P. - Community Services

The Vote: 3-0

Submitted By


Alderman Robert O'Connor, Chairman


Alderman Lynda Elmore


Alderman Abby Schuler, Alternate,

Dated this 13th day of April, 2011

Fran Caffee
726 W. Downer
630. 859. 1687
Re: Hash cans.
along Fox River Trail downtown

Nicole Petersen - 4-29-8:03
Weisner - hearings - 4-27
VFW - fine
Fox & Hund - fine
La Quinta
Ed Sieben - 2:38 - Wed.
Jesse's - Juan Carlos Hernan

~~R10 330~~
~~331~~

~~Dan Dussell - 708. 774. 4177~~
~~Nancy Smith - May 4~~



October 10, 2011

Mr. Daniel Barreiro
Chief Community Services Officer
City of Aurora
44 East Downer Place
Aurora, Illinois 60507

Dear Dan:

Enclosed for your record and file is a final executed Franchise Agreement between the City of Aurora and Comcast.

Thank you for your support and assistance over the years. We look forward to working with you in the future.

Sincerely,

A handwritten signature in black ink, appearing to read 'Noreen'.

Noreen M. Ligino-Kubinski
Manager – Government Affairs

Enclosure

CITY OF AURORA, ILLINOIS
CITY CLERK'S OFFICE



INTEROFFICE MEMORANDUM

DATE: May 2, 2011
TO: Dan Barreiro
FROM: Cheryl Vonhoff, City Clerk *Cheryl*
RE: Franchise Agreement with Comcast of Illinois XIII, L.P.

I am forwarding you a copy of R11-016 that approves the above-referenced franchise agreement. Also enclosed is the original agreement that needs the signature of Comcast.

Please have this agreement signed by the appropriate Comcast representative and have it returned to me at your earliest convenience. If you have any questions, please give me a call.

Enclosure