

A Resolution Approving and Authorizing a Cable Television Franchise Agreement with Comcast of Northern Illinois, Inc.

WHEREAS, the Village Board of Trustees of the Village of Gilberts and Comcast of Northern Illinois, Inc. desire to enter into a franchise agreement to allow Comcast to construct, operate, and maintain a cable system in the Village, as described in this Resolution.

THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS AS FOLLOWS:

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

Section 2. Approval; Authorization. The Cable Television Franchise Agreement between the Village of Gilberts and Comcast of Northern Illinois, Inc. is hereby approved in substantially the form attached to this Resolution as Exhibit A. The Village President is hereby authorized and directed to execute and attest the Franchise Agreement on behalf of the Village.

Section 3. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

ADOPTED THIS 17th DAY OF January, 2017, pursuant to roll call vote as follows:


	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee David LeClercq	✓	_____	_____	_____
Trustee Dan Corbett	✓	_____	_____	_____
Trustee Nancy Farrell	✓	_____	_____	_____
Trustee Louis Hacker	_____	_____	✓	_____
Trustee Elissa Kojzarek	✓	_____	_____	_____
Trustee Guy Zambetti	✓	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED THIS 17th DAY OF January, 2017



Village President, Rick Zirk



ATTEST: 
Village Clerk, Debra Meadows

Published: 1/18/2017

Exhibit A

Franchise Agreement

CABLE TELEVISION FRANCHISE AGREEMENT

By and Between

THE VILLAGE OF GILBERTS, ILLINOIS

And

COMCAST OF NORTHERN ILLINOIS, INC.

THIS FRANCHISE AGREEMENT (hereinafter, the "Agreement" or "Franchise Agreement") is made between the Village of Gilberts, Illinois (hereinafter, the "Village"), an Illinois municipal corporation and Comcast of Northern Illinois, Inc. (hereinafter, "Grantee"), this 17th day of January, 2017 (the "Effective Date").

The Village, 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 Village, 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 and shall be governed by the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. Sections 521 *et seq.* (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.

Article I – Franchise Hereby Granted

a. The Village hereby agrees to permit the Grantee to construct, operate and maintain a cable system in the Village, subject to the terms and provisions of the Village's generally applicable ordinances governing the streets and rights of way of the Village.

b. The Village hereby agrees that, provided the Grantee is in compliance with all generally applicable Village codes and ordinances, this Franchise Agreement shall be effective for a period of ten (10) years from and after the Effective Date.

Article II – Operations within the Village's Rights of Way

a. The Grantee hereby agrees to occupy the rights of way in accordance with the terms and provisions of Illinois State law and the Village's generally applicable ordinances governing the streets and rights of way of the Village including, but not limited to, the provisions of Chapter 8 of Title 9, "Construction of Utility Facilities In The Rights of Way," of the Gilberts Municipal Code, as currently in effect and as may be subsequently amended.

b. The Grantee shall at all times maintain insurance and shall provide the Village with certificates of insurance in accordance with the provisions of Chapter 8 of Title 9 of the Gilberts Municipal Code governing Construction of Utility Facilities in the Rights of Way, as currently in effect and as may be subsequently amended. Said certificates of insurance shall name the Village and its elected and appointed officers, officials, agents and employees as additional insureds.

Article III – Franchise Fee

a. The Grantee shall pay a franchise fee to the Village for the privilege of operating in the Village's rights of way in a manner consistent with the provisions of the Cable Act, as now in effect and as may be subsequently amended from time to time. The franchise fee shall be in an amount equal to five percent (5%) of annual gross revenues received from the operation of the cable system to provide cable video service in the Village, and 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. The Village hereby agrees that the total franchise fee, as interpreted under the Cable Act, shall not exceed the greater of the percentage of fees any other video service provider, under state authorization or otherwise, providing service in the Franchise Area pays to the Village.

b. As used in this agreement, gross revenue means the cable service revenue derived by the Grantee from the operation of the cable system video services in the Village's rights of way to provide cable services, calculated in accordance with generally accepted accounting principles. Gross revenues shall also include such revenue sources from the provision of cable service as may now exist or hereafter develop from or in connection with the operation of the cable system within the Village, provided that such revenues, fees, receipts, or charges may lawfully be included in the gross revenue base for purposes of computing the Village's permissible franchise fee under the Cable Act, as may be amended from time to time.

Article IV – Cable Communications Policy Act of 1984

Nothing in this Agreement shall be construed to limit, in any way, the Grantee's rights or responsibilities under the Cable Communication Policy Act of 1984, as amended and the renewal of this Agreement shall be governed by that Act.

Article V – Customer Service Standards

The Village and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Act (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 that Act.

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 Village of Gilberts, Illinois:

By: 
Rick Zirk, President

For Comcast of Northern Illinois, Inc.:

By: 
Name: John Crowley
Its: RSVP