

FINANCE COMMITTEE AGENDA

Called by: John Butitta, Chairman
Members: Jean Crosby, Joe Hoffman, Keith McDonald, Jaime Salgado, John F. Sweeney, Michael Thompson

DATE: THURSDAY, JUNE 15, 2023
TIME: 5:30 PM

LOCATION: ROOM 303
COUNTY ADMINISTRATION BLDG
404 ELM STREET
ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of May 18, 2023 Minutes
- D. Public Comment – This is the time we invite the public to address the Finance Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Public Hearing on Renewal of Two Cable Television Franchise Agreements Between the County of Winnebago, Illinois, Comcast and Charter Communications
- F. Rural Transit Presentation by R1PC
- G. Ordinance Amending Recorder’s Predictable Fee Schedule to Institute Mandated Increase to Rental Housing Support Program State Surcharge
- H. Ordinance for a Budget Amendment for Violent Crime Reduction in Illinois Communities (VCRIC) Grant Extension
- I. Ordinance for a Budget Amendment for Circuit Clerk PT Staff
- J. Other Matters
- K. Adjournment

Winnebago County Board
Finance Committee Meeting
County Administration Building
404 Elm Street, Room 303
Rockford, IL 61101

Thursday, May 18, 2023

Immediately Following Operations & Administrative Committee Meeting

Present:

John Butitta, **Chairperson**
Jean Crosby
Jaime Salgado, **Vice Chairperson**
Joe Hoffman
Keith McDonald
John F. Sweeney
Michael Thompson

Others Present:

Patrick Thompson, County Administrator
Ann Johns, Purchasing Director
Debbie Crozier, HR Director
Sue Goral, Treasurer
Charlotte LeClercq, Asst. Deputy State's Attorney Office
John Saquisili, IT Department
Chris Scrol, County Board Member

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of April 20, 2023 Minutes
- D. Public Comment – This is the time we invite the public to address the Finance Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the Chairman, please stand and state your name. Thank you.
- E. Discussion Item: Update on Investments (Sue Goral–Winnebago County Treasurer)
- F. Discussion Item: Property Tax Levy Analysis (Patrick Thompson-Winnebago County Administrator) (See Attachment)
- G. Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled David Seitz versus Winnebago County
- H. Ordinance for a Budget Amendment to Establish Sheriff E-Citation Fund
- I. Resolution to Expedite the Payment of Claims for Winnebago County
- J. Closed Session
- K. Other Matters
- L. Adjournment

Call to Order

Chairperson Butitta called the meeting to order at 5:55 PM.

Roll Call

Chairperson Butitta yes, Mr. Hoffman yes, Mr. McDonald yes, Mr. Salgado, yes, Mr. Thompson yes.

Approval of April 20, 2023 Minutes

Motion: Mr. Thompson. Second: Mr. Hoffman.

Motion passed by unanimous voice vote.

Public Comment

Chairperson Butitta omitted reading the Public Comment Section of the Agenda due to no one present to speak.

Finance Committee Board Members Ms. Crosby and Mr. Sweeney arrived and were now in attendance.

Discussion Item: Update on Investments (Sue Goral–Winnebago County Treasurer)

Ms. Goral updated the Finance committee on the investments.

- Discussion followed.

Discussion Item: Property Tax Levy Analysis (Patrick Thompson-Winnebago County Administrator) (See Attachment)

Mr. Thompson gave a report on Property Tax Fund Levels on the Levies.

- Discussion followed.

Ordinance for a Budget Amendment to Establish Sheriff E-Citation Fund

Motion: Chairperson Butitta. Second: Ms. Crosby.

Mr. Thompson shared information on the Ordinance for a Budget Amendment to establish a Sheriff E- Citation Fund.

Motion passed by unanimous voice vote.

Resolution to Expedite the Payment of Claims for Winnebago County

Motion: Chairperson Butitta. Second: Mr. Thompson

Mr. Thompson discussed the Resolution to expedite the payment of claims for Winnebago County.

- Discussion followed.

Motion passed by unanimous voice vote.

Closed Session

Motion: Chairperson Butitta. Second: Mr. Thompson.

Roll Call: Chairperson Butitta yes, Ms. Crosby yes, Mr. Hoffman yes, Mr. McDonald yes, Vice Chairperson Salgado yes, Mr. Sweeney yes, Mr. Thompson yes.

Chairperson Butitta: No action was taken in closed session.

Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled David Seitz versus Winnebago County

Motion: Chairperson Butitta. Second: Mr. Hoffman.

Motion passed by unanimous voice vote.

Other Matters

None reported.

Adjournment

Chairperson Butitta called for a motion to adjourn.
Motion: Mr. Thompson. Second: Ms. Crosby.
Motion to adjourn passed by unanimous voice vote.

Respectfully submitted,

Nancy Bleile
Administrative Assistant



Resolution Executive Summary

Prepared By: Lafakeria S. Vaughn
Committee: Finance Committee
Committee Date: June 15, 2023
Resolution Title: Resolution Authorizing the Renewal of a Cable Television Franchise Agreement with Comcast of Illinois/Indiana/Ohio, LLC
County Code: Not Applicable
Board Meeting Date: June 22, 2023

Budget Information:

Was item budgeted? N/A	Appropriation Amount: N/A
If not, explain funding source: N/A	
ORG/OBJ/Project Code:	Budget Impact: N/A

Background Information: Comcast of Illinois/Indiana/Ohio, LLC (“Comcast”) currently provides cable video programming services within unincorporated Winnebago County, Illinois pursuant to a cable television franchise granted by the County of Winnebago, Illinois (“County”) in May, 2013. The current agreement expires June 30, 2023. The proposed agreement is based on the 2010 model agreement negotiated by the Metropolitan Mayor’s caucus and is consistent with the terms and provisions of the current agreement. It is also consistent with cable franchise agreements in comparable counties. Federal and state law governs the majority of the terms.

Minor changes were made to the proposed agreement, including party notice information and statutory language from the Illinois Counties Code (55 ILCS 5/5-1095.1) and language to comply with the Federal Communications Commission’s (FCC) Third 621 Report and Order (*See Section 4.6.1*). In short, in 2019 the FCC issued a new rule clarifying that cable service to government(s) and schools are considered payments under the franchise fee and that cable providers must be compensated for them. However, the fee charged to these buildings must be at a substantially reduced rate.

Recommendation: Staff concurs

Legal Review: Legal review conducted by the State’s Attorney’s Office

Follow-Up: On behalf of the County, the Winnebago County Board Chairman will execute the franchise agreement.

**RESOLUTION
OF THE
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

2023 CR _____

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JOHN BUTITTA

**RESOLUTION AUTHORIZING THE RENEWAL OF A CABLE TELEVISION
FRANCHISE AGREEMENT WITH COMCAST OF ILLINOIS/INDIANA/OHIO, LLC**

WHEREAS, Comcast of Illinois/Indiana/Ohio, LLC (“Comcast”) currently provides cable video programming services within unincorporated Winnebago County, Illinois pursuant to a cable television franchise granted by the County of Winnebago, Illinois (“County”) in May, 2013; and

WHEREAS, by its term the aforementioned franchise agreement was scheduled to expire on April 30, 2023; and

WHEREAS, prior to April 30, 2023, the County and Comcast agreed to extend the original franchise agreement for sixty (60) days to give both parties time to negotiate terms of a new franchise agreement; and

WHEREAS, the County and Comcast have come to an agreement as to the terms of a new franchise agreement; and

WHEREAS, it is in the best interests of the citizens of Winnebago County, Illinois for the County to renew its franchise agreement with Comcast for the provision of cable video programming services in unincorporated Winnebago County, Illinois.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that Joseph V. Chiarelli, the Winnebago County Board Chairman is hereby authorized and directed to enter into a new franchise agreement with Comcast of Illinois/Indiana/Ohio, LLC for the provision of cable video programming services within unincorporated Winnebago County, Illinois.

BE IT FURTHER RESOLVED, that any cable video programming services franchise agreement entered into pursuant to the authority granted in this Resolution shall contain terms substantially similar to the terms that are contained in the agreement attached to this Resolution as “Exhibit A”.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIRMAN

JOHN BUTITTA, CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of

Winnebago, Illinois this _____ day of _____ 2023.

ATTESTED BY:

JOSEPH V. CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
COUNTY OF WINNEBAGO, ILLINOIS
And
COMCAST OF ILLINOIS/INDIANA/OHIO, LLC

This Cable Television Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the County of Winnebago, Illinois (hereinafter, the “County”) and Comcast of Illinois/Indiana/Ohio, LLC, (hereinafter, “Grantee”) this _____ day of _____, 2023 (the “Effective Date”).

The County, 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.

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 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.

“County” means the County of Winnebago, Illinois or the lawful successor, transferee, designee, or assignee thereof.

“Customer” 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 County, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

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

“Franchise Area” means the unincorporated areas within the present legal boundaries of the County 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, 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 Franchising Authority’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, late fees, programming launch support payments, advertising sales commissions and third party 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 *County 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,” *County 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 County.

“Public Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the County in the Franchise Area, which shall entitle the County and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the County within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the County 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.

SECTION 2: Grant of Authority

2.1. The County hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. Upon passage and approval of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to replace all existing franchise agreements – including the prior Franchise with the Grantee, regardless of whether said prior Franchise or franchise agreements are in effect.

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.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the County 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 County pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the County 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 County, or (C) be construed as a waiver or release of the rights of the County in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the County 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, 55 ILCS 5/5-1095.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the County proposing to serve the Franchise Area, in whole or in part, the County shall serve or require to be served a copy of such application upon any existing Company or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service.

2.6.3. During the term of this Franchise Agreement and any extension or renewal thereof, no application fee or Security Fund shall be required of the Grantee for any permit required by the County, provided that Grantee shall have timely made all payments to the County pursuant to Section 5.1 of this Franchise Agreement.

2.6.4. Provided that appropriate vehicle safety markings have been deployed, Grantee's vehicles shall be exempt from parking restrictions of the County 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 rules and regulations, including amendments thereto, as established by the Winnebago County Highway Department pertaining to the occupancy and use of the Public Way that are generally applicable to all occupants and users of the Public Way. Grantee shall be a member of the Joint Utility Location Information for Underground Excavator (J.U.L.I.E.).

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. 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. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds, or payment in advance from private funds, allocated for the project to the same extent as such funds are made available to other users of the Rights-of-Way, provided that any utility's exercise of authority granted under its tariff to charge consumers for the cost of the project shall not be considered to be public or private funds.

3.4. 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. 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 125 feet of the Grantee’s distribution cable.

4.1.1. 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 in or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

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

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

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

4.3. 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.

4.4. New Developments. The County shall provide the Grantee with written notice of the issuance of building or development permits within the Franchise Area for projects requiring undergrounding of cable facilities at the time of notice to all other utilities or like occupants of the County’s rights-of-way. The County agrees to require the builder or developer, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and at least sixty (60) business days written notice of the date of availability of open trenches.

4.5. Annexations. The County shall notify the Grantee of any and all planned developments within the Franchise Area or those located in areas expected to be annexed. Such notices shall be provided at the time of notice to all other utilities or like occupants of the County’s rights-of-way. The County shall provide summaries of all planned developments in the County or the areas expected to be annexed. Said notice is to allow the Grantee sufficient foresight into the future demands on its design, engineering, construction and capital resources. Should the County fail to provide advance notice of such developments 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.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The County may request that Grantee provide Cable Service and the corresponding equipment to the location(s) specified in Attachment A and shall specify the requested level of services and number of outlets for each location. Upon written notice to Grantee, the County may unilaterally amend Attachment A to add or remove locations provided any additional locations are “eligible” under 220 ILCS 5/22-501(f). The County shall notify Grantee in writing whether it wishes to be invoiced at standard rates as disclosed by Grantee for these services and equipment or to have the charges deducted from the franchise fee payment due pursuant to this franchise (consistent with the Federal Communications Commission’s (FCC) Third 621 Report and Order, 84 Fed. Reg. 44,725-01). 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. The County agrees to indemnify and hold the Grantee harmless from any damages or penalties arising solely out of the negligence of the County, its employees or agents in using such system.

4.8. Customer Service Obligations. The County 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 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 County

5.1. Franchise Fees. The Grantee shall pay to the County 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 the time of the discovery of the delinquent payment until the date paid. Any undisputed overpayments made by Grantee to the County shall be returned or credited upon discovery of such overpayment and shall be payable within thirty (30) days of the receipt of written notice from Grantee.

5.1.1. Change in Amount. The Parties acknowledge that, at present, the Cable Act limits the County to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. If, during the term of this Agreement, the Cable Act is modified so that the County would otherwise be authorized to collect a Franchise fee at a rate greater than five percent (5%) of Gross Revenues, the County may unilaterally amend this Agreement to increase the required percentage to be paid by the Grantee to the County up to the amount permitted by the Cable Act, provided that: (i) such amendment is competitively neutral; (ii) the County conducts a public hearing on the proposed amendment; (iii) the County approves the amendment by ordinance; and (iv) the County notifies Grantee at least ninety (90) days prior to the effective date of such an amendment. In the event a change in state or federal law reduces the maximum permissible 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; ii) the lowest franchise fee percentage paid by than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area or any other cable provider granted a cable franchise by the County pursuant to Title 47; or, iii) such franchise fee percentage as may be approved by the County, provided that: (a) such amendment is competitively neutral; (b) the amendment is in compliance with the change in state or federal law; (c) the County approves the amendment by ordinance; and (d) the County notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.2. 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 County and Grantee acknowledge that the audit standards are set forth in the Illinois Counties Code at 55 ILCS 5/5-1095.1 (County Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.2.1 In accordance with 55 ILCS 5/5-1095.1 the County shall provide on an annual basis, a complete list of addresses within the corporate limits of the County. 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 siting errors if it used a reasonable methodology to assign the address or addresses to the County.

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 County agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the County 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 County 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 County shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the County from and against any claims arising from the County’s opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the County 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 County, 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 County, which consent shall not be unreasonably withheld or delayed. 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 County, which consent shall not be unreasonably withheld or delayed. 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. Within thirty (30) days of receiving a request for consent, the County 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 County 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.

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 Commercial General Liability Insurance and provide the County certificates of insurance designating the County and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of five million dollars (\$5,000,000.00) for bodily injury or death to any one person, and five million dollars (\$5,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and five million dollars (\$5,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the County. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the County from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement.

7.2. **Indemnification.** The Grantee shall indemnify, defend and hold harmless the County, 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 County. 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 County shall give the Grantee timely written notice of its obligation to indemnify and defend the County after the County'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 County. If the County elects in its own discretion to employ additional counsel, the costs for such additional counsel for the County shall be the responsibility of the County.

7.2.1. The Grantee shall not indemnify the County for any liabilities, damages, costs or expense resulting from the willful misconduct or negligence of the County, its officers, employees and agents.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the County 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 County'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 County does not utilize a PEG Channel; however the Grantee provides playback of the video coverage of the County's Board Meetings (PEG programming) that is produced by the County. To the extent Grantee provides playback of PEG programming, the Grantee shall continue to cablecast the meetings for which video coverage is provided by the County. In the event the Grantee ceases to provide playback of PEG programming, the Grantee shall notify the County. Upon written request by the County, the Grantee shall provide the County with one (1) PEG Channel within one hundred eighty (180) days of that request, as provided for herein. The Grantee agrees to submit a cost estimate to establish and Origination Point and activate a PEG Channel within a reasonable period of time after the County's request. The County may accept or decline Grantee's cost estimate in the County's sole discretion. After an agreement to reimburse the Grantee the costs of establishing an Origination Point and activating the PEG Channel, the Grantee shall proceed to active the PEG Channel within the number of days set forth above. If no agreement is reached between Grantee and County, Grantee is not obligated to establish an Origination Point and activate the PEG Channel. Unless otherwise agreed to by the County and the Grantee to the extent required by applicable law, the PEG Channel shall be carried on the Grantee's basic digital service tier. The County's PEG programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

8.2. 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 channel is, and shall be, operated by the County, and the County may at any time allocate or reallocate the usage of the PEG channel among and between different non-commercial uses and Users.

8.3. Origination Point. At such time that the County 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 County facilities; or at such time that the County determines that it wants to change or upgrade a location from which PEG access programming is originated; the County will give the Grantee written notice detailing the point of origination and the capability sought by the County. The Grantee agrees to submit a cost estimate to implement the County's plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure, the Grantee will implement any necessary system changes within a reasonable period of time.

8.4. PEG Signal Quality. Provided PEG signal feeds are delivered by the County 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.

8.5. PEG Capital Support. At its sole discretion, the County may designate PEG access capital projects to be funded by the County. The County shall send written notice of the County'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 charge 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 Grantee shall collect the external charge over a period of twelve (12) months, unless some other period is mutually agreed upon in writing, and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. 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 (which may include the establishment of an Origination Point and activation of a PEG Channel), and the Grantee shall have the opportunity to review and make recommendations upon the County's plan prior to agreeing to collect and pay to the County the requested amount. The capital payments shall be expended for capital costs associated with PEG access. Consistent with the description of the intended utilization of the PEG Capital Fee, the County 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 County to make large capital expenditures, if necessary, as long as the County spends the entire amount collected by the end of the term of this Agreement. Moreover, if the County chooses to borrow from itself or a financial institution revenue for large PEG capital purchases or capital expenditures, the County shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty days (120) of the County's written request.

8.5.1. For any payments owed by Grantee in accordance with this Section 8.3 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 County 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.

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

8.6. Grantee Use of Unused Time. Because the County and Grantee agree that a blank or under utilized Access Channel is not in the public interest, in the event the County 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 from the County upon no less than sixty (60) days notice. Except as otherwise provided herein, the programming of the 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 an 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 County believes that the Grantee has not complied with the material terms 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 forty-five (45) days from the receipt of the County's written notice: (A) to respond to the County, 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 forty-five (45) day period, initiate reasonable steps to remedy such default and notify the County 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 pursuant to the provisions of 9.2 herein, in the event the County determines that the Grantee is in default of any material provision of the Franchise, the County may seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief.

9.4. Technical Violation. The County agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

9.4.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

9.4.2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

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.

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 County:

County of Winnebago, Illinois
404 Elm Street
Rockford, Illinois 61101
Attn: County Board Chairman

To the Grantee:

Comcast
2001 York Road
Oak Brook, Illinois 60523
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.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the County and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, ordinances, understandings, negotiations and communications, whether written or oral. All ordinances or parts of ordinances 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 County 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.

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. Modification. 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 County and the Grantee, which amendment shall be authorized on behalf of the County through the adoption of an appropriate resolution or order by the County, as required by applicable law.

10.7. 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.

10.8. 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.

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 County of Winnebago, Illinois:

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

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
THE COUNTY OF WINNEBAGO, ILLINOIS
And
COMCAST OF ILLINOIS/INDIANA/OHIO, LLC

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the County of Winnebago, Illinois (hereinafter, the "County") and Comcast of Illinois/Indiana/Ohio, LLC, (hereinafter, "Grantee") this 9th day of May, 2013 (the "Effective Date").

The County, 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.

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 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.

“County” means the County of Winnebago, Illinois or the lawful successor, transferee, designee, or assignee thereof.

“Customer” 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 County, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

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

“Franchise Area” means the unincorporated areas within the present legal boundaries of the County 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, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees, equipment rental fees, and late 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 Franchising Authority’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, advertising sales commissions and third party 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 *County 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," *County 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 County.

"Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the County in the Franchise Area, which shall entitle the County and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the County within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the County 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.

SECTION 2: Grant of Authority

2.1. The County 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. This Franchise shall terminate on April 30, 2023, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. Upon passage and approval of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to replace all existing franchise agreements – including the prior Franchise with the Grantee, regardless of whether said prior Franchise or franchise agreements are in effect.

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.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the County 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 County pursuant to such police power.

2.5 Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the County 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 County, or (C) be construed as a waiver or release of the rights of the County in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. No cable system shall be allowed to occupy or use the public right-of-way of the Franchise Area or be allowed to operate without a Franchise.

2.6.2. In the event the County 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, 55 ILCS 5/5-1095.

2.6.3. In the event an application for a new cable television franchise or other similar authorization is filed with the County proposing to serve the Franchise Area, in whole or in part, the County shall serve or require to be served a copy of such application upon any existing Company or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service.

2.6.4. During the term of this Franchise Agreement and any extension or renewal thereof, no application fee or Security Fund shall be required of the Grantee for any permit required by the County, provided that Grantee shall have timely made all payments to the County pursuant to Section 5.1 of this Franchise Agreement.

2.6.5. Provided that appropriate vehicle safety markings have been deployed, Grantee's vehicles shall be exempt from parking restrictions of the County 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 rules and regulations, including amendments thereto, as established by the Winnebago County Highway Department pertaining to the occupancy and use of the Public Way that are generally applicable to all occupants and users of the Public Way. Grantee shall be a member of the Joint Utility Location Information for Underground Excavator (J.U.L.I.E.).

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. 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. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds, or payment in advance from private funds, allocated for the project to the same extent as such funds are made available to other users of the Rights-of-Way, provided that any utility's exercise of authority granted under its tariff to charge consumers for the cost of the project shall not be considered to be public or private funds.

3.4. 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. General Service Obligation. It shall be Grantee's policy to 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 125 feet of the Grantee's distribution cable. Notwithstanding the foregoing, the Grantee (a) shall have the right, but not the obligation, to extend the Cable System into any portion of the Franchise Area where another operator is providing Cable Service, and (b) shall not be obligated to provide Cable Service to any area which is financially or technically infeasible.

4.1.1. 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 in or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

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

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

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

4.3. 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.

4.4. New Developments. The County shall provide the Grantee with written notice of the issuance of building or development permits within the Franchise Area for projects requiring undergrounding of cable facilities at the time of notice to all other utilities or like occupants of the County's rights-of-way. The County agrees to require the builder or developer, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and at least sixty (60) business days written notice of the date of availability of open trenches.

4.5. Annexations. The County shall notify the Grantee of any and all planned developments within the Franchise Area or those located in areas expected to be annexed. Such notices shall be provided at the time of notice to all other utilities or like occupants of the County's rights-of-way. The County shall provide summaries of all planned developments in the County or the areas expected to be annexed. Said notice is to allow the Grantee sufficient foresight into the future demands on its design, engineering,

construction and capital resources. Should the County fail to provide advance notice of such developments 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.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The County 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 it may be amended from time to time. The County agrees to indemnify and hold the Grantee harmless from any damages or penalties arising solely out of the negligence of the County, its employees or agents in using such system

4.8. Customer Service Obligations. The County 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 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 County

5.1. Franchise Fees. The Grantee shall pay to the County 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 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 the time of the discovery of the delinquent payment until the date paid. Any undisputed overpayments made by Grantee to the County shall be returned or credited upon discovery of such overpayment and shall be payable within thirty (30) days of the receipt of written notice from Grantee.

5.1.1. Change in Amount. The Parties acknowledge that, at present, the Cable Act limits the County to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. If, during the term of this Agreement, the Cable Act is modified so that the County would otherwise be authorized to collect a Franchise fee at a rate greater than five percent (5%) of Gross Revenues, the County may unilaterally amend this Agreement to increase the required percentage to be paid by the Grantee to the County up to the amount permitted by the Cable Act, provided that: (i) such amendment is competitively neutral; (ii) the County conducts a public hearing on the proposed amendment; (iii) the County approves the amendment by ordinance; and (iv) the County notifies Grantee at least ninety (90) days prior to the effective date of such an amendment. In the event a change in state or federal law reduces the maximum permissible 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; (ii) the lowest franchise fee percentage paid by than any other cable provider granted a cable franchise by the County pursuant to Title 47; or, (iii) such franchise fee percentage as may be approved by the County, provided that: (a) such amendment is competitively neutral; (b) the amendment is in compliance with the change in state or federal law; (c) the County approves the amendment by ordinance; and (d) the County notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.2. 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 County and Grantee acknowledge that the audit standards are set forth in the Illinois Counties Code at 55 ILCS 5/5-1095.1 (County Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

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 County agrees to treat any information disclosed by the Grantee as confidential and only

to disclose it to those employees, representatives, and agents of the County 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 County 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 County shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the County from and against any claims arising from the County's opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the County 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 County, 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 County, which consent shall not be unreasonably withheld or delayed. 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 County, which consent shall not be unreasonably withheld or delayed. 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. Within thirty (30) days of receiving a request for consent, the County 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 County 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.

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 Commercial General Liability Insurance and provide the County certificates of insurance designating the County and its officers,

boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of five million dollars (\$5,000,000.00) for bodily injury or death to any one person, and five million dollars (\$5,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and five million dollars (\$5,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the County. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the County from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the County, 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, operating, maintaining, and/or removing its Cable System within the County. 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 County shall give the Grantee timely written notice of its obligation to indemnify and defend the County after the County'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 County. If the County elects in its own discretion to employ additional counsel, the costs for such additional counsel for the County shall be the responsibility of the County.

7.2.1. The Grantee shall not indemnify the County for any liabilities, damages, costs or expense resulting from the willful misconduct or negligence of the County, its officers, employees and agents; nor for the County's use of the Cable System, including PEG channels.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the County 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 County'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 County does not utilize a PEG Channel. To the extent Grantee currently provides playback of PEG programming (e.g., playback of the

video coverage of the County's board meetings), the Grantee shall continue to cablecast the meetings for which video coverage is provided by the County. In the event the Grantee decides to cease providing playback of PEG programming, if any, the Grantee shall notify the County.

Upon written request by the County, the Grantee shall provide the County with one (1) PEG Channel within one hundred eighty (180) days of that request, as provided for herein. The Grantee agrees to submit a cost estimate to establish an Origination Point and activate a PEG Channel within a reasonable period of time after the County's request. The County may accept or decline Grantee's cost estimate in the County's sole discretion. After an agreement to reimburse the Grantee the costs of establishing an Origination Point and activating the PEG Channel, the Grantee shall proceed to activate the PEG Channel within the number of days set forth above. If no agreement is reached between Grantee and County, Grantee is not obligated to establish an Origination Point and activate the PEG Channel. Unless otherwise agreed to by the County and the Grantee to the extent required by applicable law, the PEG Channel shall be carried on the Grantee's basic digital service tier. The County's PEG programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

8.2. 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 channel is, and shall be, operated by the County, and the County may at any time allocate or reallocate the usage of the PEG channel among and between different non-commercial uses and Users.

8.3. Origination Point. At such time that the County 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 County facilities; or at such time that the County determines that it wants to change or upgrade a location from which PEG access programming is originated; the County will give the Grantee written notice detailing the point of origination and the capability sought by the County. The Grantee agrees to submit a cost estimate to implement the County's plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure, the Grantee will implement any necessary system changes within a reasonable period of time.

8.4. PEG Signal Quality. Provided PEG signal feeds are delivered by the County 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.

8.5. PEG Capital Support. At its sole discretion, the County may designate PEG access capital projects to be funded by the County. The County shall send written notice of the County'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 charge 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 Grantee shall collect the external charge over a period of twelve (12) months, unless

some other period is mutually agreed upon in writing, and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. 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 (which may include the establishment of an Origination Point and activation of a PEG Channel), and the Grantee shall have the opportunity to review and make recommendations upon the County's plan prior to agreeing to collect and pay to the County the requested amount. The capital payments shall be expended for capital costs associated with PEG access. Consistent with the description of the intended utilization of the PEG Capital Fee, the County 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 County to make large capital expenditures, if necessary, as long as the County spends the entire amount collected by the end of the term of this Agreement. Moreover, if the County chooses to borrow from itself or a financial institution revenue for large PEG capital purchases or capital expenditures, the County shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty days (120) of the County's written request.

8.5.1. For any payments owed by Grantee in accordance with this Section 8.5 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 County 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.

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

8.6. Grantee Use of Unused Time. Because the County and Grantee agree that a blank or under utilized Access Channel is not in the public interest, in the event the County 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 from the County upon no less than sixty (60) days notice. Except as otherwise provided herein, the programming of the 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 an 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 County believes that the Grantee has not complied with the material terms 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 forty-five (45) days from the receipt of the County's written notice: (A) to respond to the County, 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 forty-five (45) day period, initiate reasonable steps to remedy such default and notify the County 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 pursuant to the provisions of 9.2 herein, in the event the County determines that the Grantee is in default of any material provision of the Franchise, the County may seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief.

9.4. Technical Violation. The County agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

9.4.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

9.4.2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

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.

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 County:

Winnebago County Illinois
404 Elm Street
Rockford, Illinois 61101
Attn: County Board Chairman

To the Grantee:

Comcast
155 Industrial Drive
Elmhurst, Illinois 60126
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.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the County and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, ordinances, understandings, negotiations and communications, whether written or oral. All ordinances or parts of ordinances 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 County 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.

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. Modification. 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 County and the Grantee, which amendment shall be authorized on behalf of the County through the adoption of an appropriate resolution or order by the County, as required by applicable law.

10.7. 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.

10.8. 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.

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 County of Winnebago, Illinois:

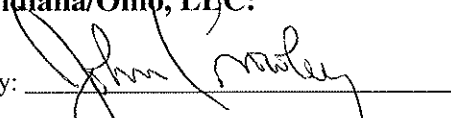
By: 

Name: Scott Christiansen

Title: Chairman

Date: 5/9/13

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

By: 

Name: John Crowley

Title: RSVP

Date: 6/17/13



Resolution Executive Summary

Prepared By: Lafakeria S. Vaughn
Committee: Finance Committee
Committee Date: June 15, 2023
Resolution Title: Resolution Authorizing the Renewal of a Cable Television Franchise Agreement with Spectrum Mid-America, LLC (Charter Communications)
County Code: Not Applicable
Board Meeting Date: June 22, 2023

Budget Information:

Was item budgeted? N/A	Appropriation Amount: N/A
If not, explain funding source: N/A	
ORG/OBJ/Project Code:	Budget Impact: N/A

Background Information: Spectrum Mid-America, LLC, locally known as Charter Communications currently provides cable video programming services within unincorporated Winnebago County, Illinois pursuant to a cable television franchise granted by the County of Winnebago, Illinois (“County”) in June, 2013. The current agreement expires June 30, 2023. The proposed agreement is based on the 2010 model agreement negotiated by the Metropolitan Mayor’s caucus and is consistent with the terms and provisions of the current agreement. It is also consistent with cable franchise agreements in comparable counties. Federal and state law governs the majority of the terms.

Minor changes were made to the proposed agreement, including party notice information and statutory language from the Illinois Counties Code (55 ILCS 5/5-1095.1) and language to comply with the Federal Communications Commission’s (FCC) Third 621 Report and Order (*See Section 4.6.1*). In short, in 2019 the FCC issued a new rule clarifying that cable service to government(s) and schools are considered payments under the franchise fee and that cable providers must be compensated for them. However, the fee charged to these buildings must be at a substantially reduced rate.

Recommendation: Staff concurs

Legal Review: Legal review conducted by the State’s Attorney’s Office

Follow-Up: On behalf of the County, the Winnebago County Board Chairman will execute the franchise agreement.

**RESOLUTION
OF THE
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

2023 CR _____

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JOHN BUTITTA

**RESOLUTION AUTHORIZING THE RENEWAL OF A CABLE TELEVISION
FRANCHISE AGREEMENT WITH SPECTRUM MID-AMERICA, LLC (CHARTER
COMMUNICATIONS)**

WHEREAS, Spectrum Mid-America, LLC, locally known as Charter Communications (“Charter Communications”) currently provides cable video programming services within unincorporated Winnebago County, Illinois pursuant to a cable television franchise granted by the County of Winnebago, Illinois (“County”) in June, 2013; and

WHEREAS, by its term the aforementioned franchise agreement was scheduled to expire on April 30, 2023; and

WHEREAS, prior to April 30, 2023, the County and Charter Communications agreed to extend the original franchise agreement for sixty (60) days to give both parties time to negotiate terms of a new franchise agreement; and

WHEREAS, the County and Charter Communications have come to an agreement as to the terms of a new franchise agreement; and

WHEREAS, it is in the best interests of the citizens of Winnebago County, Illinois for the County to renew its franchise agreement with Charter Communications for the provision of cable video programming services in unincorporated Winnebago County, Illinois.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that Joseph V. Chiarelli, the Winnebago County Board Chairman is hereby authorized and directed to enter into a new franchise agreement with Spectrum Mid-America, LLC, locally known as Charter Communications for the provision of cable video programming services within unincorporated Winnebago County, Illinois.

BE IT FURTHER RESOLVED, that any cable video programming services franchise agreement entered into pursuant to the authority granted in this Resolution shall contain terms substantially similar to the terms that are contained in the agreement attached to this Resolution as “Exhibit A”.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIRMAN

JOHN BUTITTA, CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of

Winnebago, Illinois this _____ day of _____ 2023.

ATTESTED BY:

JOSEPH V. CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
THE COUNTY OF WINNEBAGO, ILLINOIS
And
CHARTER COMMUNICATIONS

This Cable Television Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the County of Winnebago, Illinois (hereinafter, the “County”) and Spectrum Mid-America, LLC, locally known as Charter Communications, (hereinafter, “Grantee”) this _____ day of _____, 2023 (the “Effective Date”).

The County, 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.

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 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.

“County” means the County of Winnebago, Illinois or the lawful successor, transferee, designee, or assignee thereof.

“Customer” 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 County, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

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

“Franchise Area” means the unincorporated areas within the present legal boundaries of the County 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 Charter Cable Partners, 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, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees, equipment rental fees, and late 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 Franchising Authority’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, advertising sales commissions and third party 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 *County 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,” *County 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 County.

“Public Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the County in the Franchise Area, which shall entitle the County and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the County within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the County 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.

SECTION 2: Grant of Authority

2.1. The County hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. Upon passage and approval of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to replace all existing franchise agreements – including the prior Franchise with the Grantee, regardless of whether said prior Franchise or franchise agreements are in effect.

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.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the County 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 County pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the County 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 County, or (C) be construed as a waiver or release of the rights of the County in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. No cable system shall be allowed to occupy or use the public right-of-way of the Franchise Area or be allowed to operate without a Franchise.

2.6.2. In the event the County 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, 55 ILCS 5/5-1095.

2.6.3. In the event an application for a new cable television franchise or other similar authorization is filed with the County proposing to serve the Franchise Area, in whole or in part, the County shall serve or require to be served a copy of such application upon any existing Company or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service.

2.6.4. During the term of this Franchise Agreement and any extension or renewal thereof, no application fee or Security Fund shall be required of the Grantee for any permit required by the County, provided that Grantee shall have timely made all payments to the County pursuant to Section 5.1 of this Franchise Agreement.

2.6.5. Provided that appropriate vehicle safety markings have been deployed, Grantee's vehicles shall be exempt from parking restrictions of the County 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 rules and regulations, including amendments thereto, as established by the Winnebago County Highway Department pertaining to the occupancy and use of the Public Way that are generally applicable to all occupants and users of the Public Way. Grantee shall be a member of the Joint Utility Location Information for Underground Excavator (J.U.L.I.E.).

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. 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. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds, or payment in advance from private funds, allocated for the project to the same extent as such funds are made available to other users of the Rights-of-Way, provided that any utility's exercise of authority granted under its tariff to charge consumers for the cost of the project shall not be considered to be public or private funds.

3.4. 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. General Service Obligation. It shall be Grantee’s policy to 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 125 feet of the Grantee’s distribution cable. Notwithstanding the foregoing, the Grantee (a) shall have the right, but not the obligation, to extend the Cable System into any portion of the Franchise Area where another operator is providing Cable Service, and (b) shall not be obligated to provide Cable Service to any area which is financially or technically infeasible.

4.1.1. 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 in or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

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

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

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

4.3. 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.

4.4. New Developments. The County shall provide the Grantee with written notice of the issuance of building or development permits within the Franchise Area for projects requiring undergrounding of cable facilities at the time of notice to all other utilities or like occupants of the County’s rights-of-way. The County agrees to require the builder or developer, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and at least sixty (60) business days written notice of the date of availability of open trenches.

4.5. Annexations. The County shall notify the Grantee of any and all planned developments within the Franchise Area or those located in areas expected to be annexed. Such notices shall be provided at the time of notice to all other utilities or like occupants of the County’s rights-of-way. The County shall provide summaries of all planned developments in the County or the areas expected to be annexed. Said notice is to allow the Grantee sufficient foresight into the future demands on its design, engineering,

construction and capital resources. Should the County fail to provide advance notice of such developments 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.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The County may request that Grantee provide Cable Service and the corresponding equipment to the location(s) specified in Attachment A and shall specify the requested level of services and number of outlets for each location. Upon written notice to Grantee, the County may unilaterally amend Attachment A to add or remove locations provided any additional locations are “eligible” under 220 ILCS. 5/22 501(f). The County shall notify Grantee in writing whether it wishes to be invoiced at standard rates as disclosed by Grantee for these services and equipment or to have the charges deducted from the franchise fee payment due pursuant to this franchise (consistent with the Federal Communications Commission’s (FCC) Third 621 Report and Order, 84 Fed. Reg. 44,725-01). 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” plan, as it may be amended from time to time. The County agrees to indemnify and hold the Grantee harmless from any damages or penalties arising solely out of the negligence of the County, its employees or agents in using such system.

4.8. Customer Service Obligations. The County 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 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 County

5.1. Franchise Fees. The Grantee shall pay to the County 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 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 the time of the discovery of the delinquent payment until the date paid. Any undisputed overpayments made by Grantee to the County shall be returned or credited upon discovery of such overpayment and shall be payable within thirty (30) days of the receipt of written notice from Grantee.

5.1.1. Change in Amount. The Parties acknowledge that, at present, the Cable Act limits the County to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. If, during the term of this Agreement, the Cable Act is modified so that the County would otherwise be authorized to collect a Franchise fee at a rate greater than five percent (5%) of Gross Revenues, the County may unilaterally amend this Agreement to increase the required percentage to be paid by the Grantee to the County up to the amount permitted by the Cable Act, provided that: (i) such amendment is competitively neutral; (ii) the County conducts a public hearing on the proposed amendment; (iii) the County approves the amendment by ordinance; and (iv) the County notifies Grantee at least ninety (90) days prior to the effective date of such an amendment. In the event a change in state or federal law reduces the maximum permissible 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; (ii) the lowest franchise fee percentage paid by than any other cable provider granted a cable franchise by the County pursuant to Title 47; or, (iii) such franchise fee percentage as may be approved by the County, provided that: (a) such amendment is competitively neutral; (b) the amendment is in compliance with the change in state or federal law; (c) the County approves the amendment by ordinance; and (d) the County notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.2. 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 County and Grantee acknowledge that the audit standards are set forth in the Illinois Counties Code at 55 ILCS 5/5-1095.1 (County Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.2.1 In accordance with 55 ILCS 5/5-1095.1 the County shall provide on an annual basis, a complete list of addresses within the corporate limits of the County. 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 siting errors if it used a reasonable methodology to assign the address or addresses to the County.

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 County agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the County 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 County 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 County shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the County from and against any claims arising from the County’s opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the County 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 County, 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 County, which consent shall not be unreasonably withheld or delayed. 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 County, which consent shall not be unreasonably withheld or delayed. 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 Charter Cable Partners, LLC. Within thirty (30) days of receiving a request for consent, the County 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 County 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.

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 Commercial General Liability Insurance and provide the County certificates of insurance designating the County and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of one million dollars (\$1,000,000.00) for bodily injury or death to any one person, and two million dollars (\$2,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and one million dollars (\$1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the County. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the County from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement.

7.2. **Indemnification.** The Grantee shall indemnify, defend and hold harmless the County, 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, operating, maintaining, and/or removing its Cable System within the County. 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 County shall give the Grantee timely written notice of its obligation to indemnify and defend the County after the County'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 County. If the County elects in its own discretion to employ additional counsel, the costs for such additional counsel for the County shall be the responsibility of the County.

7.2.1. The Grantee shall not indemnify the County for any liabilities, damages, costs or expense resulting from the willful misconduct or negligence of the County, its officers, employees and agents; nor for the County's use of the Cable System, including PEG channels.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the County 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 County'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 County does not utilize a PEG Channel. To the extent Grantee currently provides playback of PEG programming (e.g., playback of the video coverage of the County's board meetings), the Grantee shall continue to cablecast the meetings for which video coverage is provided by the County. In the event the Grantee decides to cease providing playback of PEG programming, if any, the Grantee shall notify the County.

Upon written request by the County, the Grantee shall provide the County with one (1) PEG Channel within one hundred eighty (180) days of that request, as provided for herein. The Grantee agrees to submit a cost estimate to establish an Origination Point and activate a PEG Channel within a reasonable period of time after the County's request. The County may accept or decline Grantee's cost estimate in the County's sole discretion. After an agreement to reimburse the Grantee the costs of establishing an Origination Point and activating the PEG Channel, the Grantee shall proceed to activate the PEG Channel within the number of days set forth above. If no agreement is reached between Grantee and County, Grantee is not obligated to establish an Origination Point and activate the PEG Channel. Unless otherwise agreed to by the County and the Grantee to the extent required by applicable law, the PEG Channel shall be carried on the Grantee's basic digital service tier. The County's PEG programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

8.2. 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 channel is, and shall be, operated by the County, and the County may at any time allocate or reallocate the usage of the PEG channel among and between different non-commercial uses and Users.

8.3. Origination Point. At such time that the County 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 County facilities; or at such time that the County determines that it wants to change or upgrade a location from which PEG access programming is originated; the County will give the Grantee written notice detailing the point of origination and the capability sought by the County. The Grantee agrees to submit a cost estimate to implement the County's plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure, the

Grantee will implement any necessary system changes within a reasonable period of time.

8.4. PEG Signal Quality. Provided PEG signal feeds are delivered by the County 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.

8.5. PEG Capital Support. At its sole discretion, the County may designate PEG access capital projects to be funded by the County. The County shall send written notice of the County'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 charge 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 Grantee shall collect the external charge over a period of twelve (12) months, unless some other period is mutually agreed upon in writing, and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. 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 (which may include the establishment of an Origination Point and activation of a PEG Channel), and the Grantee shall have the opportunity to review and make recommendations upon the County's plan prior to agreeing to collect and pay to the County the requested amount. The capital payments shall be expended for capital costs associated with PEG access. Consistent with the description of the intended utilization of the PEG Capital Fee, the County 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 County to make large capital expenditures, if necessary, as long as the County spends the entire amount collected by the end of the term of this Agreement. Moreover, if the County chooses to borrow from itself or a financial institution revenue for large PEG capital purchases or capital expenditures, the County shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty days (120) of the County's written request.

8.5.1. For any payments owed by Grantee in accordance with this Section 8.5 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 County 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.

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

8.6. Grantee Use of Unused Time. Because the County and Grantee agree that a blank or under utilized Access Channel is not in the public interest, in the event the County 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

from the County upon no less than sixty (60) days notice. Except as otherwise provided herein, the programming of the 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 an 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 County believes that the Grantee has not complied with the material terms 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 forty-five (45) days from the receipt of the County's written notice: (A) to respond to the County, 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 forty-five (45) day period, initiate reasonable steps to remedy such default and notify the County 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 pursuant to the provisions of 9.2 herein, in the event the County determines that the Grantee is in default of any material provision of the Franchise, the County may seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief.

9.4. Technical Violation. The County agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

9.4.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

9.4.2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

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.

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 County:

County of Winnebago, Illinois
404 Elm Street
Rockford, Illinois 61101
Attn: County Board Chairman
Email: BoardOffice@admin.wincoil.gov

To the Grantee:

Charter Communications
Attn: Director of Government Affairs
3030 Roosevelt Avenue
Indianapolis, IN 46218
Email: LeeAnn.Herrera@charter.com

With a copy to:

Charter Communications
Attn: Vice President of Gov’t Affairs
601 Massachusetts Avenue NW,
Suite 400W
Washington, DC 20001

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.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the County and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, ordinances,

understandings, negotiations and communications, whether written or oral. All ordinances or parts of ordinances 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 County 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.

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. Modification. 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 County and the Grantee, which amendment shall be authorized on behalf of the County through the adoption of an appropriate resolution or order by the County, as required by applicable law.

10.7. 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.

10.8. 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.

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:

<signature page follows>

For the County of Winnebago, Illinois:

**For Spectrum Mid-America, LLC, locally
known as Charter Communications:**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

RESOLUTION

of the

COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

SUBMITTED BY: FINANCE COMMITTEE

2013 CR 075

RESOLUTION AUTHORIZING THE RENEWAL OF A CABLE SYSTEM FRANCHISE AGREEMENT WITH CHARTER CABLE PARTNERS, LLC

WHEREAS, Charter Cable Partners, LLC (hereinafter referred to as "Charter") currently provides cable video programming services within unincorporated Winnebago County, Illinois pursuant to a cable television franchise granted by the County of Winnebago in November, 1997; and

WHEREAS, by its term the aforementioned franchise agreement was scheduled to expire on November 30, 2012; and

WHEREAS, prior to November 30, 2012 the County of Winnebago and Charter agreed to extend the original franchise agreement to give both parties time to negotiate terms of a new franchise agreement; and

WHEREAS, the County of Winnebago and Charter have come to an agreement as to the terms of a new franchise agreement; and

WHEREAS, it is in the best interests of the citizens of Winnebago County, Illinois for the County of Winnebago to renew its franchise agreement with Charter for the provision of cable video programming services in unincorporated Winnebago County, Illinois.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is hereby authorized and directed to enter into a new franchise agreement with Charter Cable Partners, LLC for the provision of cable video programming services within unincorporated Winnebago County, Illinois.

BE IT FURTHER RESOLVED, that any cable video programming services franchise agreement entered into pursuant to the authority granted in this Resolution shall contain terms

substantially similar to the terms that are contained in the agreement attached to this Resolution as "Exhibit A".

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption.

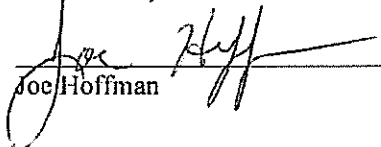
Respectfully submitted,

FINANCE COMMITTEE

AGREE

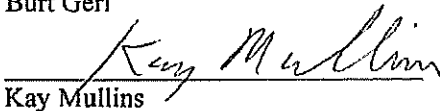


Ted Biondo, Chairman




Joe Hoffman

Burt Gerl



Kay Mullins

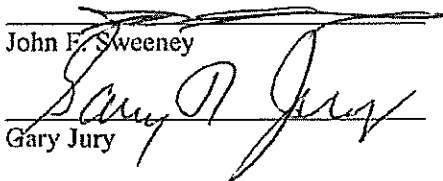


Steve Schultz

Tim Nabors, Jr.



John F. Sweeney



Gary Jury

DISAGREE

Ted Biondo, Chairman

Joe Hoffman

Burt Gerl

Kay Mullins


Steve Schultz

Tim Nabors, Jr.

John F. Sweeney

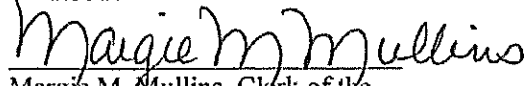
Gary Jury

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, this 13TH day of JUNE, 2013.



Scott H. Christiansen, Chairman of the
County Board of the County of Winnebago,
Illinois

ATTEST:



Margie M. Mullins, Clerk of the
County Board of the County of
Winnebago, Illinois

CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
THE COUNTY OF WINNEBAGO, ILLINOIS
And
CHARTER CABLE PARTNERS, LLC

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the County of Winnebago, Illinois (hereinafter, the "County") and Charter Cable Partners, LLC, (hereinafter, "Grantee") this _____ day of _____, 2013 (the "Effective Date").

The County, 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.

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 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.

“County” means the County of Winnebago, Illinois or the lawful successor, transferee, designee, or assignee thereof.

“Customer” 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 County, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

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

“Franchise Area” means the unincorporated areas within the present legal boundaries of the County 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 Charter Cable Partners, 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, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees, equipment rental fees, and late 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 Franchising Authority’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, advertising sales commissions and third party 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 *County 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," *County 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 County.

"Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the County in the Franchise Area, which shall entitle the County and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the County within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the County 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.

SECTION 2: Grant of Authority

2.1. The County 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. This Franchise shall terminate on April 30, 2023, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. Upon passage and approval of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to replace all existing franchise agreements – including the prior Franchise with the Grantee, regardless of whether said prior Franchise or franchise agreements are in effect.

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.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the County 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 County pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the County 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 County, or (C) be construed as a waiver or release of the rights of the County in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. No cable system shall be allowed to occupy or use the public right-of-way of the Franchise Area or be allowed to operate without a Franchise.

2.6.2. In the event the County 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, 55 ILCS 5/5-1095.

2.6.3. In the event an application for a new cable television franchise or other similar authorization is filed with the County proposing to serve the Franchise Area, in whole or in part, the County shall serve or require to be served a copy of such application upon any existing Company or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service.

2.6.4. During the term of this Franchise Agreement and any extension or renewal thereof, no application fee or Security Fund shall be required of the Grantee for any permit required by the County, provided that Grantee shall have timely made all payments to the County pursuant to Section 5.1 of this Franchise Agreement.

2.6.5. Provided that appropriate vehicle safety markings have been deployed, Grantee's vehicles shall be exempt from parking restrictions of the County 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 rules and regulations, including amendments thereto, as established by the Winnebago County Highway Department pertaining to the occupancy and use of the Public Way that are generally applicable to all occupants and users of the Public Way. Grantee shall be a member of the Joint Utility Location Information for Underground Excavator (J.U.L.I.E.).

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. 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. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds, or payment in advance from private funds, allocated for the project to the same extent as such funds are made available to other users of the Rights-of-Way, provided that any utility's exercise of authority granted under its tariff to charge consumers for the cost of the project shall not be considered to be public or private funds.

3.4. 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. General Service Obligation. It shall be Grantee's policy to 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 125 feet of the Grantee's distribution cable. Notwithstanding the foregoing, the Grantee (a) shall have the right, but not the obligation, to extend the Cable System into any portion of the Franchise Area where another operator is providing Cable Service, and (b) shall not be obligated to provide Cable Service to any area which is financially or technically infeasible.

4.1.1. 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 in or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

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

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

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

4.3. 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.

4.4. New Developments. The County shall provide the Grantee with written notice of the issuance of building or development permits within the Franchise Area for projects requiring undergrounding of cable facilities at the time of notice to all other utilities or like occupants of the County's rights-of-way. The County agrees to require the builder or developer, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and at least sixty (60) business days written notice of the date of availability of open trenches.

4.5. Annexations. The County shall notify the Grantee of any and all planned developments within the Franchise Area or those located in areas expected to be annexed. Such notices shall be provided at the time of notice to all other utilities or like occupants of the County's rights-of-way. The County shall provide summaries of all planned developments in the County or the areas expected to be annexed. Said notice is to allow the Grantee sufficient foresight into the future demands on its design, engineering,

construction and capital resources. Should the County fail to provide advance notice of such developments 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.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The County 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" plan, as it may be amended from time to time. The County agrees to indemnify and hold the Grantee harmless from any damages or penalties arising solely out of the negligence of the County, its employees or agents in using such system.

4.8. Customer Service Obligations. The County 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 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 County

5.1. Franchise Fees. The Grantee shall pay to the County 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 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 the time of the discovery of the delinquent payment until the date paid. Any undisputed overpayments made by Grantee to the County shall be returned or credited upon discovery of such overpayment and shall be payable within thirty (30) days of the receipt of written notice from Grantee.

5.1.1. Change in Amount. The Parties acknowledge that, at present, the Cable Act limits the County to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. If, during the term of this Agreement, the Cable Act is modified so that the County would otherwise be authorized to collect a Franchise fee at a rate greater than five percent (5%) of Gross Revenues, the County may unilaterally amend this Agreement to increase the required percentage to be paid by the Grantee to the County up to the amount permitted by the Cable Act, provided that: (i) such amendment is competitively neutral; (ii) the County conducts a public hearing on the proposed amendment; (iii) the County approves the amendment by ordinance; and (iv) the County notifies Grantee at least ninety (90) days prior to the effective date of such an amendment. In the event a change in state or federal law reduces the maximum permissible 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; (ii) the lowest franchise fee percentage paid by than any other cable provider granted a cable franchise by the County pursuant to Title 47; or, (iii) such franchise fee percentage as may be approved by the County, provided that: (a) such amendment is competitively neutral; (b) the amendment is in compliance with the change in state or federal law; (c) the County approves the amendment by ordinance; and (d) the County notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.2. 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 County and Grantee acknowledge that the audit standards are set forth in the Illinois Counties Code at 55 ILCS 5/5-1095.1 (County Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

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 County agrees to treat any information disclosed by the Grantee as confidential and only

to disclose it to those employees, representatives, and agents of the County 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 County 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 County shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the County from and against any claims arising from the County's opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the County 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 County, 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 County, which consent shall not be unreasonably withheld or delayed. 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 County, which consent shall not be unreasonably withheld or delayed. 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 Charter Cable Partners, LLC. Within thirty (30) days of receiving a request for consent, the County 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 County 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.

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 Commercial General Liability Insurance and provide the County certificates of insurance designating the County and its officers,

boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of one million dollars (\$1,000,000.00) for bodily injury or death to any one person, and two million dollars (\$2,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and one million dollars (\$1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the County. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the County from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the County, 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, operating, maintaining, and/or removing its Cable System within the County. 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 County shall give the Grantee timely written notice of its obligation to indemnify and defend the County after the County'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 County. If the County elects in its own discretion to employ additional counsel, the costs for such additional counsel for the County shall be the responsibility of the County.

7.2.1. The Grantee shall not indemnify the County for any liabilities, damages, costs or expense resulting from the willful misconduct or negligence of the County, its officers, employees and agents; nor for the County's use of the Cable System, including PEG channels.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the County 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 County'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 County does not utilize a PEG Channel. To the extent Grantee currently provides playback of PEG programming (e.g., playback of the

video coverage of the County's board meetings), the Grantee shall continue to cablecast the meetings for which video coverage is provided by the County. In the event the Grantee decides to cease providing playback of PEG programming, if any, the Grantee shall notify the County.

Upon written request by the County, the Grantee shall provide the County with one (1) PEG Channel within one hundred eighty (180) days of that request, as provided for herein. The Grantee agrees to submit a cost estimate to establish an Origination Point and activate a PEG Channel within a reasonable period of time after the County's request. The County may accept or decline Grantee's cost estimate in the County's sole discretion. After an agreement to reimburse the Grantee the costs of establishing an Origination Point and activating the PEG Channel, the Grantee shall proceed to activate the PEG Channel within the number of days set forth above. If no agreement is reached between Grantee and County, Grantee is not obligated to establish an Origination Point and activate the PEG Channel. Unless otherwise agreed to by the County and the Grantee to the extent required by applicable law, the PEG Channel shall be carried on the Grantee's basic digital service tier. The County's PEG programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

8.2. 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 channel is, and shall be, operated by the County, and the County may at any time allocate or reallocate the usage of the PEG channel among and between different non-commercial uses and Users.

8.3. Origination Point. At such time that the County 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 County facilities; or at such time that the County determines that it wants to change or upgrade a location from which PEG access programming is originated; the County will give the Grantee written notice detailing the point of origination and the capability sought by the County. The Grantee agrees to submit a cost estimate to implement the County's plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure, the Grantee will implement any necessary system changes within a reasonable period of time.

8.4. PEG Signal Quality. Provided PEG signal feeds are delivered by the County 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.

8.5. PEG Capital Support. At its sole discretion, the County may designate PEG access capital projects to be funded by the County. The County shall send written notice of the County'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 charge 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 Grantee shall collect the external charge over a period of twelve (12) months, unless

some other period is mutually agreed upon in writing, and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. 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 (which may include the establishment of an Origination Point and activation of a PEG Channel), and the Grantee shall have the opportunity to review and make recommendations upon the County's plan prior to agreeing to collect and pay to the County the requested amount. The capital payments shall be expended for capital costs associated with PEG access. Consistent with the description of the intended utilization of the PEG Capital Fee, the County 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 County to make large capital expenditures, if necessary, as long as the County spends the entire amount collected by the end of the term of this Agreement. Moreover, if the County chooses to borrow from itself or a financial institution revenue for large PEG capital purchases or capital expenditures, the County shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty days (120) of the County's written request.

8.5.1. For any payments owed by Grantee in accordance with this Section 8.5 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 County 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.

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

8.6. Grantee Use of Unused Time. Because the County and Grantee agree that a blank or under utilized Access Channel is not in the public interest, in the event the County 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 from the County upon no less than sixty (60) days notice. Except as otherwise provided herein, the programming of the 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 an 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 County believes that the Grantee has not complied with the material terms 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 forty-five (45) days from the receipt of the County's written notice: (A) to respond to the County, 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 forty-five (45) day period, initiate reasonable steps to remedy such default and notify the County 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 pursuant to the provisions of 9.2 herein, in the event the County determines that the Grantee is in default of any material provision of the Franchise, the County may seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief.

9.4. Technical Violation. The County agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

9.4.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

9.4.2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

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.

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 County:

Winnebago County Illinois
404 Elm Street
Rockford, Illinois 61101
Attn: County Board Chairman

To the Grantee:

Charter Communications
Attn: Vice President/General Manager
2701 Daniels Street
Madison, Wisconsin 53718

With a copy to:

Charter Communications

Attn: Vice President of Gov't Affairs

12405 Powerscourt Drive

St. Louis, MO 63131

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.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the County and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, ordinances, understandings, negotiations and communications, whether written or oral. All ordinances or parts of ordinances 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 County 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.

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. Modification. 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 County and the Grantee, which amendment shall be authorized on behalf of the County through the adoption of an appropriate resolution or order by the County, as required by applicable law.

10.7. 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.

10.8. 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.

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 County of Winnebago, Illinois:


By: 

Name: SCOTT H. CHRISTIANSEN

Title: Chairman of the County Board of
the County of Winnebago, Illinois

Date: June 13, 2013

For Charter Cable Partners, LLC:

By: 

Name: MARK BROWN

Title: VICE PRESIDENT

Date: 9/27/13



Ordinance Executive Summary

Prepared By: Office of County Recorder
Committee: Finance Committee
Committee Date: Thursday, June 15, 2023
Resolution Title: Ordinance Amending Recorder's Predictable Fee Schedule to Institute Mandated Increase to Rental Housing Support Program State Surcharge
County Code: 55 ILCS 5/3-5018 and 55ILCS 5/3-5018.1
Board Meeting Date: Thursday, June 22, 2023

Budget Information: N/A

Was item budgeted?	N/A	Appropriation Amount:
If not, explain funding source:		
ORG/OBJ/Project Code:		Budget Impact: N/A

Background Information:

Legislators passed HB3878 which raises the Rental Housing Support Program Fee from \$9 per recorded document to \$18 per recorded document. This increase affects recording fees in all Illinois counties, effective July 1, 2023.

Recommendation:

This update in the ordinances is recommended by the Winnebago County Clerk & Recorder.

Legal Review:

Yes.

SPONSORED BY:
ORDINANCE
OF THE
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

SUBMITTED BY: FINANCE COMMITTEE

2023 CO ____

ORDINANCE AMENDING RECORDER'S PREDICTABLE FEE SCHEDULE
TO INSTITUTE MANDATED INCREASE TO RENTAL HOUSING SUPPORT
PROGRAM STATE SURCHARGE

WHEREAS, as required by Section 3-5018.1 of the Illinois Counties Code, 55 ILCS 5/3-5018.1, the County of Winnebago adopted and implemented a predictable fee schedule for recording standard documents in the Recorder's Office effective August 1, 2018; and

WHEREAS, the fees in the predictable fee schedule are inclusive of all county and state fees that the County of Winnebago is required to or has elected to impose, including, but not limited to, GIS fees, automation fees, document storage fees, and the Rental Housing Support Program State surcharge; and

WHEREAS, the Illinois General Assembly enacted Public Act 102-1135, effective July 1, 2023, amending Sections 3-5018 and 3-5018.1 of the Counties Code (55 ILCS 5/3-5018 and 55 ILCS 5/3-5018.1) to require recorders throughout the State of Illinois to increase the Rental Housing Support Program State surcharge from \$9 to \$18; and

WHEREAS, the Winnebago County Recorder collects the Rental Housing Support Program State surcharge upon the recordation of any real estate-related document and submits the amounts collected monthly to the Illinois Department of Revenue for deposit into the Rental Housing Support Program Fund; and

WHEREAS, Section 3-5018.1 of the Counties Code authorizes the County Board to change the aggregate amount of the document flat fee attributable to the Rental Housing Support Program State surcharge in the event the surcharge is increased or lowered; and

WHEREAS, the County Board desires to amend the predictable fee schedule, effective July 1, 2023, solely to reflect the mandated increase to the Rental Housing Support Program State surcharge, as set forth in Exhibit A attached hereto.

NOW, THEREFORE, BE IT ORDAINED by the County Board of the County of Winnebago, Illinois, that the amended Predictable Fee Schedule, attached hereto as Exhibit A, is hereby approved and adopted, effective July 1, 2023.

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect on July 1, 2023.

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby directed to prepare and deliver a copy of this Ordinance to the Winnebago County Recorder and the Winnebago County Auditor.

Respectfully submitted,

FINANCE COMMITTEE

AGREE

DISAGREE

John Butitta, Chairman

John Butitta, Chairman

Jaime Salgado

Jaime Salgado

Jean Crosby

Jean Crosby

Joe Hoffman

Joe Hoffman

Keith McDonald

Keith McDonald

John F. Sweeney

John F. Sweeney

Michael Thompson

Michael Thompson

APPROVED this _____ day of _____, 2023 by the County Board of the County of Winnebago, Illinois.

Joseph Chiarelli
Chairman of the County Board
of the County of Winnebago, Illinois

Attested by:

Lori Gummow
Clerk of the County Board
of the County of Winnebago, Illinois

Exhibit A
FILING FEES WINNEBAGO COUNTY RECORDER'S OFFICE
EFFECTIVE July 1, 2023
LORI GUMMOW, RECORDER
** Payment by cash, check, or credit card**
No bills larger than \$50 will be accepted

NO COPIES ARE ACCEPTED FOR RECORDING
A 'return to' name and address is required for all documents being submitted for recording.

STANDARD DOCUMENTS **\$54.00**

NON-STANDARD DOCUMENTS **\$66.00 (\$54.00 recording fee plus \$12.00 non-standard fee)**

FEDERAL & STATE LIENS **\$12.25 (additional names \$1.00 each)**

UNIFORM COMMERCIAL CODE FILINGS

Financing Statement/Fixture Filing	\$38.00
Fixture Filing Amendment/Assignment/Continuation	\$38.00
Termination	\$18.00
UCC search (per debtor). Must provide form	\$18.00

PLATS **\$112.00**

This fee includes the \$20 Plat Certification fee for the County Clerk as well as any copy fees. Providing 4 copies is no longer necessary. Additional copies may be purchased if desired. Please see below for Plat requirements.

VETERAN DISCHARGES (DD-214) **NO CHARGE for recording or Certified Copies**

COPY FEES

Certified Copies	\$35.00 per document
Copies of recorded documents	\$0.50 per page
WinGIS 8.5" x 11"	\$2.50 per page
WinGIS 11" x 17"	\$3.00 per page
Aperture cards 11" x 17"	\$3.00 per page
Plat copies 24" x 36"	\$4.00 per page

DOCUMENT SEARCH FEES

No searches done by phone. Please see our FAQ tab.

Documents less than 20 years old	\$10.00
Documents more than 20 years old	\$29.00
Plat Searches	\$10.00 per plat + \$4.00 per plat page

Limit of 5 searches per request. (Self-addressed stamped envelope or email address must be provided for return)



Ordinance Executive Summary

Prepared By: Marlana Dokken
Committee: Finance Committee
Committee Date: June 15, 2023
Ordinance Title: Ordinance for a Budget Amendment for Violent Crime Reduction in Illinois Communities (VCRIC) Grant Extension
County Code:
Board Meeting Date: June 22, 2023

Budget Information:

Was item budgeted? No	Appropriation Amount: \$0
If not, explain funding source: Grant funding reimbursement	
ORG/OBJ/Project Code: 61400 / 43190 / 02703 Other Professional Services 61400 / 32110 / 02703 Federal Operating Grants	
FY2023 Budget Impact: \$0	

Background Information: On February 24, 2022 the Winnebago County Board accepted an award from the Illinois Criminal Justice Information Authority (ICJIA) in the amount of \$199,438. The vendor was not able to hire immediately, leaving remaining funds available. The funding agency, the Illinois Criminal Justice Information Authority, also had funds remaining from their 2019 JAG Federal award to expend and agreed to extend the contract date, and add additional funds to meet budget needs.

Recommendation:

Contract/Agreement: Not applicable

Legal Review: Not applicable

Follow-Up:

2023 Fiscal Year

Finance: June 15, 2023

Lay Over: June 22, 2023

Sponsored by:
John Butitta, Finance Committee Chairman

Final Vote: July 13, 2023

2023 CO

TO: THE HONORABLE BOARD MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2023 and recommends its adoption.

**Ordinance for a Budget Amendment for Violent Crime Reduction in Illinois
Communities (VCRIC) Grant Extension**

WHEREAS, On February 24, 2022 the Winnebago County Board accepted an award from the Illinois Criminal Justice Information Authority (ICJIA) in the amount of \$199,438. The vendor was not able to hire immediately, leaving remaining funds available. The funding agency, the Illinois Criminal Justice Information Authority, also had funds remaining from their 2019 JAG Federal award to expend and agreed to extend the contract date, and add additional funds to meet budget needs.

WHEREAS, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2023 at its September 29, 2022 meeting; and,

WHEREAS, 55ILCS 5/6-1003(2014), states, “After the adoption of the county budget, no further appropriations shall be made at any other time during such fiscal year, except as provided in this Act. Appropriations in excess of those authorized by the budget in order to meet an immediate emergency may be made at any meeting of the board by a two-thirds vote of all the members constituting such board, the vote to be taken by ayes and nays and entered on the record of the meeting.”

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#23-029 VCRIC Grant Extension**.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

JAIME SALGADO, VICE CHAIR

JAIME SALGADO, VICE CHAIR

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Ordinance was adopted by the County Board of the County of

Winnebago, Illinois this _____ day of _____ 2023.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

2023
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		6/5/2023			AMENDMENT NO: 23-030				
DEPARTMENT:		Chairman's Ofc of Criminal Justice			SUBMITTED BY: Marlane Dokken				
FUND#:		0314 COCJI Grants			DEPT. BUDGET NO. 61400 / 02703 VCRIC Grant				
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment	
Expenditures									
61400	43190	02703	Other Professional Services	\$78,613	\$0	\$78,613	\$35,016	\$113,629	
Revenue									
61400	32110	02703	Federal Operating Grants	(\$137,310)	\$0	(\$137,310)	(\$35,016)	(\$172,326)	
TOTAL ADJUSTMENT:							\$0		
Reason budget amendment is required:									
On February 24, 2022 the Winnebago County Board accepted an award from the Illinois Criminal Justice Information Authority (ICJIA) in the amount of \$199,438. The vendor was not able to hire immediately, leaving remaining funds available. The funding agency, the Illinois Criminal Justice Information Authority, also had funds remaining from their 2019 JAG Federal award to expend and agreed to extend the contract date, and add additional funds to meet budget needs.									
Potential alternatives to budget amendment:									
N/A									
Impact to Fiscal Year 2023 budget:									
\$0									
Revenue Source:									
Grant funding reimbursement									



Ordinance Executive Summary

Prepared By: Tom Lawson
Committee: Finance Committee
Committee Date: June 15, 2023
Ordinance Title: Ordinance for a Budget Amendment Approval for Circuit Clerk PT Staff
County Code:
Board Meeting Date: June 22, 2023

Budget Information:

Was item budgeted? No	Appropriation Amount: \$47,817
If not, explain funding source: General Fund Reserves	
ORG/OBJ/Project Code: 31500 / 41120 Temporary Salaries 31500 / 43190 Other Professional Services	
FY2023 Budget Impact: \$47,817	

Background Information: The Winnebago County Circuit Clerk is requesting additional funds to complete document review for the period the office was dislocated, during renovation from the fire on November 5, 2022. Funds are also needed to organize and move permanent storage from 720 Chestnut Street.

Recommendation:

Contract/Agreement: Not applicable

Legal Review: Not applicable

Follow-Up:

2023 Fiscal Year

Finance: June 15, 2023

Lay Over: June 22, 2023

Sponsored by:
John Butitta, Finance Committee Chairman

Final Vote: July 13, 2023

2023 CO

TO: THE HONORABLE BOARD MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2023 and recommends its adoption.

Ordinance for a Budget Amendment for Circuit Clerk PT Staff

WHEREAS, The Circuit Clerk is requesting additional funds for part-time staff, to complete document review for the period the office was dislocated during renovation from November, 2022 fire. Funds are also needed to organize and move permanent storage from 720 Chestnut Street due to sale of building.

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2023 at its September 29, 2022 meeting; and,

WHEREAS, 55ILCS 5/6-1003(2014), states, "After the adoption of the county budget, no further appropriations shall be made at any other time during such fiscal year, except as provided in this Act. Appropriations in excess of those authorized by the budget in order to meet an immediate emergency may be made at any meeting of the board by a two-thirds vote of all the members constituting such board, the vote to be taken by ayes and nays and entered on the record of the meeting."

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#23-031 Circuit Clerk Part-Time Staff**

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

JAIME SALGADO, VICE CHAIR

JAIME SALGADO, VICE CHAIR

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Ordinance was adopted by the County Board of the County of

Winnebago, Illinois this _____ day of _____ 2023.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

2023
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		6/6/2023			AMENDMENT NO: 23-031				
DEPARTMENT:		Circuit Clerk			SUBMITTED BY: Tom Lawson				
FUND#:		0001 General Fund			DEPT. BUDGET NO. 31500 Circuit Clerk				
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment	
Expenditures									
31500	41120		Temporary Salaries	\$32,000	\$0	\$32,000	\$31,104	\$63,104	
31500	43190		Other Professional Services	\$0	\$0	\$0	\$16,713	\$16,713	
Revenue									
							TOTAL ADJUSTMENT:	\$47,817	\$79,817
Reason budget amendment is required:									
Addition of 8 part-time clerk positions to accommodate document review from 11/4/22-2/28/23, and assist with the transition from 720 Chestnut Street, which includes document destruction.									
Potential alternatives to budget amendment:									
N/A									
Impact to Fiscal Year 2023 budget:									
\$47,817									
Revenue Source:									
Fund Balance									