

**CITY OF LINCOLN**  
**REGULAR COMMITTEES-OF-THE-WHOLE (COW) MEETING AGENDA**  
**TUESDAY, AUGUST 27, 2019**  
**CITY HALL COUNCIL CHAMBERS**  
**6:00 PM**

1. Call to Order.
2. Pledge of Allegiance.
3. Public Participation:
  - 1) Presentation of Lincoln, IL W.D. Boyce Council, Troop 102's new Eagle Scouts: Elijah Burton, David Papach, Zach Schafer, and Zachary Smith, Submitted by Autum Robison, Troop 102 Committee.
4. Swearing in of Fire Fighter James Cosby as newly-appointed Lincoln Fire Inspector.
5. New Logan County's Proposed ETSB/9-1-1 Intergovernmental Agreement Costs for City Council Approval.
6. Legalized Marijuana Dispensary Presentation.
7. Solar Energy Panels Presentation.
8. Request to Permit the Lincoln Knights of Columbus #1250 to collect donations for the Annual Intellectual Disability Drive on September 20, 2019, from 8 a.m. to 5 p.m. and on September 21, 2019, from 9 a.m. to 1 p.m., at the corners of Broadway & McLean Streets, Pulaski & McLean Streets, Pulaski & South Kickapoo Streets, and Broadway & North Kickapoo Streets.
9. Resolution for Emergency Street and Sewer Repair at Keokuk and Hennepin Streets, estimated cost of \$64,812.00.
10. Ordinance to sell City Property, let for bids, and its publication.
11. Comcast Ten-Year Agreement with the City of Lincoln, effective September 1, 2019.
12. Comcast/Lincoln College/City of Lincoln Three-Way Agreement to Provide Public Broadcast Services to the Channel 5 Public Broadcast Station Four City Council Meetings per Month.
13. Overall Update of the Progress on the City's Portion of the Fifth Street Road Project and Eminent Domain Letters From the City Sent to Non-Responsive Fifth Street Road Property Owners.
14. Drainage Concern with the City of Lincoln's Property/Lincoln Futbol Club Lease/Lincoln YMCA Soccer Program Sub-lease of the Current Soccer Fields and Lincoln Industrial Park Board.
15. Committees Structure.
16. Announcements:
17. Executive Session pursuant to 2(c)11, Possible or Potential Litigation.
18. Adjournment.
19. Upcoming Meetings:
  - Regular City Council Meeting: Tuesday, September 3, 2019
  - Committees-of-the-Whole (COW) Meeting: Tuesday, September 10, 2019

AUG 12 2019

RECEIVED

August 7, 2019

Seth Goodman  
Lincoln Mayor  
700 Broadway St  
Lincoln, IL 62656

Mayor Goodman:

My name is Autum Robison, Committee for Troop 102, within the W.D. Boyce Council, in the Scouts of America. I am proud to inform you that, Elijah Burton, who has been a member of Troop 102, in Lincoln, Illinois, achieved the rank of Eagle Scout, Scouting's highest rank, on March 9, 2019.

On September 21, 2019 we will be conducting his Eagle Court of Honor. Would you please be so kind as to send this worthy Eagle Scout a letter of congratulations, along with any other items you wish to be presented to him during his Court of Honor? We will see that it is presented to Elijah as a permanent reminder of the importance of his achievement. I am sure that Elijah will be proud to receive an acknowledgement from you.

In order that we might compile all of his recognition letters/certificates/items into a special presentation album, we would appreciate it if you would send your correspondence to:

Autum Robison  
607 Delavan St., Lincoln, IL 62656

Elijah's steady, persistent progress through the ranks to achieve this prestigious award demonstrates his determination to prepare himself for a meaningful, productive role in society. His exemplary performance in Scouting will serve as a beacon to those Scouts who follow him.

Thank you very much for taking time from your extremely busy work schedule to help this community and this unit recognize the personal achievement and service of Eagle Scout Burton.

Yours in Scouting,



Autum Robison  
Committee Member  
Troop 102

August 7, 2019

Seth Goodman  
Lincoln Mayor  
700 Broadway St  
Lincoln, IL 62656

Mayor Goodman:

My name is Autum Robison, Committee for Troop 102, within the W.D. Boyce Council, in the Scouts of America. I am proud to inform you that, David Papach, who has been a member of Troop 102, in Lincoln, Illinois, achieved the rank of Eagle Scout, Scouting's highest rank, on November 10, 2018.

On September 21, 2019 we will be conducting his Eagle Court of Honor. Would you please be so kind as to send this worthy Eagle Scout a letter of congratulations, along with any other items you wish to be presented to him during his Court of Honor? We will see that it is presented to David as a permanent reminder of the importance of his achievement. I am sure that David will be proud to receive an acknowledgement from you.

In order that we might compile all of his recognition letters/certificates/items into a special presentation album, we would appreciate it if you would send your correspondence to:

Autum Robison  
607 Delavan St., Lincoln, IL 62656

David's steady, persistent progress through the ranks to achieve this prestigious award demonstrates his determination to prepare himself for a meaningful, productive role in society. His exemplary performance in Scouting will serve as a beacon to those Scouts who follow him.

Thank you very much for taking time from your extremely busy work schedule to help this community and this unit recognize the personal achievement and service of Eagle Scout Papach.

Yours in Scouting,



Autum Robison  
Committee Member  
Troop 102

AUG 12 2019

RECEIVED

August 7, 2019

Seth Goodman  
Lincoln Mayor  
700 Broadway St  
Lincoln, IL 62656

Mayor Goodman:

My name is Autum Robison, Committee for Troop 102, within the W.D. Boyce Council, in the Scouts of America. I am proud to inform you that, Zach Schafer, who has been a member of Troop 102, in Lincoln, Illinois, achieved the rank of Eagle Scout, Scouting's highest rank, on July 13, 2019.

On August 24, 2019 we will be conducting his Eagle Court of Honor. Would you please be so kind as to send this worthy Eagle Scout a letter of congratulations, along with any other items you wish to be presented to him during his Court of Honor? We will see that it is presented to Zach as a permanent reminder of the importance of his achievement. I am sure that Zach will be proud to receive an acknowledgement from you.

In order that we might compile all of his recognition letters/certificates/items into a special presentation album, we would appreciate it if you would send your correspondence to:

Autum Robison  
607 Delavan St., Lincoln, IL 62656

Zach's steady, persistent progress through the ranks to achieve this prestigious award demonstrates his determination to prepare himself for a meaningful, productive role in society. His exemplary performance in Scouting will serve as a beacon to those Scouts who follow him.

Thank you very much for taking time from your extremely busy work schedule to help this community and this unit recognize the personal achievement and service of Eagle Scout Schafer.

Yours in Scouting,



Autum Robison  
Committee Member  
Troop 102

AUG 12 2019

RECEIVED

August 7, 2019

Seth Goodman  
Lincoln Mayor  
700 Broadway St  
Lincoln, IL 62656

Mayor Goodman:

My name is Autum Robison, Committee for Troop 102, within the W.D. Boyce Council, in the Scouts of America. I am proud to inform you that, Zachary Smith, who has been a member of Troop 102, in Lincoln, Illinois, achieved the rank of Eagle Scout, Scouting's highest rank, on March 9, 2019.

On September 21, 2019 we will be conducting his Eagle Court of Honor. Would you please be so kind as to send this worthy Eagle Scout a letter of congratulations, along with any other items you wish to be presented to him during his Court of Honor? We will see that it is presented to Zachary as a permanent reminder of the importance of his achievement. I am sure that Zachary will be proud to receive an acknowledgement from you.

In order that we might compile all of his recognition letters/certificates/items into a special presentation album, we would appreciate it if you would send your correspondence to:

Autum Robison  
607 Delavan St., Lincoln, IL 62656

Zachary's steady, persistent progress through the ranks to achieve this prestigious award demonstrates his determination to prepare himself for a meaningful, productive role in society. His exemplary performance in Scouting will serve as a beacon to those Scouts who follow him.

Thank you very much for taking time from your extremely busy work schedule to help this community and this unit recognize the personal achievement and service of Eagle Scout Smith.

Yours in Scouting,



Autum Robison  
Committee Member  
Troop 102

## Why Allow Recreational Dispensaries in Lincoln?

- Recreational marijuana will be consumed in Lincoln regardless – there’s nothing the town can do to prevent it. The same amount of marijuana will be consumed by residents of Lincoln no matter where the closest dispensary is – be it Clinton, Mt. Pulaski, wherever. But by allowing a recreational store in Lincoln, the town will:
  - Benefit directly from marijuana legalization. Most notably in the form of tax revenue, community engagement initiatives and job creation
  - Have more oversight and control over the sale of marijuana, as well as more visibility into the process
  - Divert sales from the black market into licensed, highly regulated stores run by professionals selling safe, lab-tested marijuana

## Benefits of Allowing A Rec Dispensary in Lincoln

- Increased tax revenue
  - Revenue coming directly from tax on MJ sales
  - Property taxes
- Job creation
  - *Direct*
    - Managers, budtenders, security guards
      - 5-10 full-time jobs, 5-10 part-time jobs
      - Relative to comparable positions in other industries (retail, food service), marijuana industry jobs pay about 20% more
  - *Indirect*
    - Dispensaries need all the things regular businesses need, like electricians, general contractors, HVAC technicians, janitorial services, printing services, landscaping, etc. All of which we’ll look to receive from local businesses.
  - *Induced*
    - Benefits realized when employees from our dispensary, and employees from other companies working with our dispensary, spend their money in the local economy – creating additional jobs for local businesses like grocery stores, bars and restaurants.
- General economic impact
  - Money goes into employee’s pockets, who then pump it back into the local economy by purchasing big-ticket items like houses and cars, but also lesser, everyday costs like food, entertainment, etc.
  - People coming from out-of-town to purchase cannabis in Lincoln will likely constitute a large portion of the customer base given how few dispensaries will be in Illinois initially. They’ll spend money on food, gas and – possibly – hotels.
- Community benefit programs
  - Targeted, sustained initiatives designed to address the most salient needs of the community. Examples of what dispensaries have done in other towns include:
    - Donating portion of sales to fund senior-focused food banks
    - Closing the store for employees use their time for volunteer projects
    - Any other initiative that the city of Lincoln would find beneficial

## Common Concerns About Allowing Rec Dispensaries In Lincoln

- Will there be more traffic accidents in town if people are consuming marijuana and driving?
  - The research on whether or not the legalization of recreational marijuana at the state-level causes more accidents and/or traffic deaths is mixed and more is needed before any definitive conclusions can be made. But even in the studies that did find some correlation between marijuana legalization and an uptick in the number of traffic accidents, the increase was very small – meaning the town should not expect an appreciable increase in the number of traffic incidents.
  - Again, it's an issue Lincoln would have to deal with even if they didn't allow rec stores – and if it did prove to be a problem it's one that the tax revenue generated by the dispensary could help with.
- I'm worried about people going to the dispensary, getting high, then driving home
  - Under Illinois' law, it's illegal to use marijuana anywhere besides a private residence. People that purchase cannabis at a dispensary cannot consume it at the dispensary or in their cars.
- Will marijuana use among teens go up with a dispensary in town?
  - With a dispensary in town, it will likely put a major dent in the local black market, meaning marijuana will be harder for teens to find in Lincoln if there's a dispensary in town.
    - This is attributed to the fact that in states where recreational marijuana is legal, it's more difficult for teenagers to obtain marijuana as drug dealers are replaced by licensed dispensaries that have stringent age verification requirements.
  - In Colorado, the data is clear that the portion of high schoolers using marijuana has fallen since marijuana was legalized. Marijuana usage rates among adults does tend to rise slightly with rec legalization, but it stays the same – and may even decline – for youths.
- Is marijuana a gateway to other, harder drugs?
  - Numerous studies have shown that the vast majority of people who use marijuana never go on to use other, harder substances. In fact, for people that do end up using harder drugs like cocaine or heroine, alcohol or tobacco was much more likely to have been their “entry point” into drug use.
  - There's been more research showing that legalizing marijuana actually decreases the use of other controlled substances, acting as an “exit drug” rather than a “gateway drug”.
    - The theory is that its marijuana's legal status – not its chemical interactions with the brain – that may spur people to try harder drugs. Black market dealers are likely to have access to these other drugs, and that's what prompts people to try them rather than using marijuana and then feeling compelled to move onto other substances.
- Will a dispensary be a blight on the town? I don't want it to attract crime or affect the value of my home
  - Dispensaries, including the one we plan to build in Lincoln, are generally modern, clean, updated and inviting retail spaces – often times people can't even tell it's a dispensary.
    - In Denver, the introduction of a new dispensary actually raised the value of homes within a ½ mile square radius by nearly 10%.
  - It will also be one of the most secure pieces of property in the town, as we'll have a contract with a private security company to equip the building with security cameras, motion detectors, alarms, floodlights, etc.
    - No evidence that ordinances allowing for marijuana dispensaries leads to an increase in crime

- I'm Worried That Allowing Dispensaries in Lincoln Will Cause our Town to be Overrun with Them

- Until 2022, at most, there will be one store in the town. It could also be the case that Lincoln allows rec stores, but no one that wins a license chooses to setup their store in town. Even after 2022 when the state licenses more rec dispensaries, it could still be the case that Lincoln doesn't get any. The state of Illinois is taking an extremely conservative approach to awarding dispensary licenses, meaning there won't be situations like in Denver or Portland where there's more dispensaries than Starbucks.



## REQUEST TO PERMIT

AUG 12 2019

RECEIVED

DATE: 8-12-2019

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

The Knights of Columbus Council #1250 to  
collect donations for the annual Intellectual  
Disability drive on September 20, 2019 from 8am  
to 5pm and on September 21, 2019 from 9am to 1pm.  
The collection will take place at the corners of  
Broadway and McLean; Pulaski and McLean; Pulaski  
and Kickapoo; Broadway and Kickapoo

If the above request is for use of City property, including streets and/or alleys, please check one of the two boxes below:

A Certificate of Insurance Liability for the event is attached.

A Certificate of Insurance Liability for the event will be provided to the City no later than \_\_\_\_\_

If City property is used, a Certificate of Insurance Liability is required listing the City as an additional insured. The City reserves the right to postpone review and consideration of this Request to Permit until a Certificate of Insurance Liability is provided.

Name: Ryan Coughlin

Address: 1720 N. Ottawa St.

Lincoln, IL 62656

Phone: \_\_\_\_\_ Cell: 217-750-2240

Email: ryncoughlin@aol.com



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/07/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Moriarty Insurance Services 617 KEOKUK ST  <b>LINCOLN</b> IL 62656-2173		<b>CONTACT NAME:</b> Lindsay Volie <b>PHONE (Acc. No. Exp):</b> (217) 732-7341 <b>FAX (Acc. No.):</b> (217) 732-9340 <b>E-MAIL ADDRESS:</b> lindsay@dpcminsurance.com	
<b>INSURED</b> Knights Of Columbus #1250, Columbian Home Assoc P.O. BOX 231  Lincoln IL 62656-0231		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> CINCINNATI INS CO NAIC # 10677 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	EPP 0297897	01/17/2019	01/17/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/DP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		EPP 0297897	01/17/2019	01/17/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			PER STATUTE    OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate of Liability is issued for the Tootsie Roll Drive - 9/20/2019 & 9/21/2019

<b>CERTIFICATE HOLDER</b>  City of Lincoln 700 Broadway St Lincoln IL 62656	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**Proposal for:**  
**Keokuk And Hennepin Street Sewer Repair**  
 from



**Bid Date: 7/30/2019**  
**Time: 2:00PM**  
**Quote Number: 1548**  
**City Of Lincoln**

**Petersburg Plumbing & Excavating, LLC**  
 3550 Great Northern Ave., P.O. Box 13137, Springfield, IL 62791  
 (217) 321-0036 Fax: (217) 544-0829 brian@henson-robinson.com  
 License: 055-010334 Type: Plumbing

Item	Description	Quantity	Unit	Unit Price	Total Price
01	Labor & Equipment To Remove & Replace 10" Sewer	200.00	LF	177.00	35,400.00
02	Labor & Equipment To Remove & Replace Manhole	1.00	EA	10,955.00	10,955.00
03	Furnish & Install 10"X36" Inserta Tee	1.00	EA	5,926.00	5,926.00
04	Traffic Control If Provided	1.00	LS	4,000.00	4,000.00
05	Mobilization	1.00	LS	4,690.00	4,690.00
06	Patch Road Back In Keokuk And CLSM Backfill (Labor Only)	1.00	LS	3,841.00	3,841.00
				<b>Total:</b>	<b>64,812.00</b>

✓ = Locked Bid-Item

██████████

Attachment Enclosed

Estimator: Brian Vogt



Generated by a SharpSoft Product

**Petersburg Plumbing & Excavating, LLC**  
**Job Conditions - Attachment 'A'**

**Keokuck And Hennepin Street Sewer Repair**

Supply Labor, Equipment and Material (10"x36" Inserta Tee only) to remove and replace 200' of 10" sanitary sewer, remove & replace one manhole, backfill trenches to grade, Install CLSM and concrete road patch in Keokuck, Provide Traffic Control in Keokuck, Furnish and Install 10"x36" Inserta tee. PPE will haul off all spots.

**Note:** The attached is a budget number and will be done on a Time & Material basis not to exceed the total.

**Not Included:** All Bonds, Permits, Tap Fee's, Pipe Materials, Sand, Rock, CLSM, Concrete, Manholes, Castings, Asphalt road patch on Hennepin Street, Core out of rock on Hennipen, Portable Toilets, Final Grading/Seeding.

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

**WE AT PETERSBURG PLUMBING & EXCAVATING THANK YOU FOR YOUR PATRONAGE! YOUR BUSINESS IS ALWAYS APPRECIATED!!**

Service charge of 1.5% per month (18% year) on all past due accounts.  
Collection and/or attorney fees will be assessed to all accounts placed for collection.



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

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

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

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

**SECTION 1: Definition of Terms**

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

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

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

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

"Cable System" or "System," has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable

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

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

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

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

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

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

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

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

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the City’s permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and

agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5<sup>th</sup> Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena Decision," *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001)*, and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5<sup>th</sup> Cir. 2003).

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

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

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

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

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

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

## SECTION 2: Grant of Authority

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



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

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

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

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

2.6. Competitive Equity.

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

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

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

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

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

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable



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

### 3.3. Undergrounding and Beautification Projects.

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

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

## SECTION 4: Service Obligations

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

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per linear Cable System network mile as measured from the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

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

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

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

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

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

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

4.6. Service to School Buildings and Governmental Facilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION 7: Insurance and Indemnity

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

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the City, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee



constructing and operating its Cable System within the City. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The City shall give the Grantee timely written notice of its obligation to indemnify and defend the City after the City's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the City. If the City elects in its own discretion to employ additional counsel, the costs for such additional counsel for the City shall be the responsibility of the City.

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

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

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

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

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

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

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

8.5. Origination Point. Grantee shall maintain throughout the life of this Franchise the current return line that is in place as of the Effective Date from City Hall to Grantee's headend facility in order to enable the distribution of PEG access programming to Grantee's residential customers, unless the location is no longer used by City to transmit programming. At such time that the City determines that it wants to establish capacity to allow its residents who subscribe to Grantee's Cable Service to receive PEG Access Programming originated from Schools and/or City facilities (other than those having a signal point of origination at the time of the execution of this Agreement); or at such time that the City determines that it wants to change or upgrade a location from which PEG Access Programming is originated; the City will give the Grantee

written notice detailing the point of origination and the capability sought by the City. The Grantee agrees to submit a cost estimate to implement the City's plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure within a reasonable period of time, the Grantee will implement any necessary system changes within a reasonable period of time.

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

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

#### SECTION 9: Enforcement of Franchise

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

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

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

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

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

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

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

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

#### SECTION 10: Miscellaneous Provisions

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers



work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

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

To the City:

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

To the Grantee:

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

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

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

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

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin

negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

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

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

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

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

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

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

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

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

**For the City of Lincoln:**

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

By \_\_\_\_\_

By \_\_\_\_\_

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

Name: John Crowley

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

Title: Regional Senior Vice-President

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

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