



ADDENDUM

REGULAR VILLAGE BOARD MEETING

December 10, 2019

7:00 PM

6. CONSENT AGENDA

- r. Consideration to adopt Ordinance No. 3645 approving the execution of a Cable Franchise Agreement Renewal with Comcast of Illinois, VI, LLC and the Village of Elk Grove Village.

(The Regional Cable Group, consisting of Elk Grove Village, Buffalo Grove, Palatine, Rolling Meadows, and Hoffman Estates, engaged in the renegotiation of the Cable Franchise Agreement which expires in 2019. The Village was represented by Trustee Sam Lissner, Trustee Jeffrey C. Franke, Trustee James P. Petri, the Village Manager, and the Multimedia Administrator.

(The Agreement Renewal maintains the existing provisions of the current Franchise Agreement and also allows the Village access to Cable Channel 18, if needed in the future.

(The Agreement Renewal was also updated to reflect current Federal laws.

The Attorney from Hoffman Estates represented the Regional Cable Group and his suggestions were incorporated into the final Agreement.

(The Agreement Renewal is for ten (10) years. It is non-exclusive.

(The Regional Cable Group has recommended approval.)

- s. Consideration to adopt Resolution No. 75-19 authorizing the Mayor to execute an Intergovernmental Agreement between the Village of Schaumburg and other mutual aid agencies and the Village of Elk Grove Village to standardize the application of billing rates for mutual aid emergency medical services.

(The Elk Grove Village Fire Department is a participant in mutual aid agreements with neighboring communities.

(Occasionally it is necessary for Elk Grove Village to rely on mutual aid partners to provide Emergency Medical Services (EMS) to residents and businesses within the Village.

(EMS billing rates are currently based on the agency that provides the transportation of the patient to the hospital.

(A coalition of our most frequent mutual aid partners have proposed a Mutual Aid EMS Billing Agreement to standardize billing terms based on the rates of the agency receiving the mutual aid assistance.

(An intergovernmental agreement between the Village and the participating mutual aid

agencies is required for participation.

(The Fire Chief recommends approval of the Intergovernmental Agreement for Mutual Aid EMS Billing.)

- t. Consideration to adopt Resolution No. 76-19 repealing Resolution No. 42-19 and Resolution No. 44-19 regarding general advisory referenda.
- u. Consideration to adopt Resolution No. 77-19 authorizing the Mayor to execute a Letter of Receipt stipulating the terms of an agreement for an application seeking a Cook County Class 6B Property Tax Exemption status pursuant to the Cook County Real Property Classification Ordinance as amended July 27, 2018 for certain real estate located at 200 Martin Lane.

(The Law Offices of Sarnoff & Baccash, on behalf of Martin Lane Group, Inc. (Applicant) is seeking a Cook County Class 6B property tax exemption for 200 Martin Lane.

(The Applicant plans to purchase the property and rehabilitate the subject building for its related entity PinMart, Inc., to occupy approximately 6,000 square feet of the property for its operations consisting of light assembly. The Applicant also plans to lease the remaining approximately 9,000 square feet to an industrial user. The subject property consists of an approximately 32,625 square foot site with an estimated 15,000 square foot building that has been vacant since November, 2018.

(The Applicant plans to spend \$175,000 to \$200,000 to rehabilitate and improve the subject property. These improvements are as follow: Update façade, landscaping and signage, install 3 overhead doors, install 3 man doors, repair/repave/restripe parking lot, improve exterior lighting, repair/replace exterior windows when necessary, install new drive-in door and driveway, clear and clean storm water channel, and improve interior office space.

(PinMart Inc. currently operates out of the approximately 10,000 square foot building located adjacent to the subject property at 180 Martin Lane in Elk Grove Village, and is outgrowing their site and wants to stay in Elk Grove Village. PinMart Inc. plans to move over part of its operations to the subject property, while remaining at the 180 Martin Lane site. Currently, PinMart Inc. has 32 employees. As a result, PinMart Inc. plans to bring 5-8 current employees to the new site, while hiring an additional 3-6 employees within the first 3 years of operations at the subject property.

(The eligibility requirements for 6B status are new construction, substantial renovation or buildings that have been vacant for a period of time. This site qualifies as it involves vacancy for less twenty-four (24) months with a purchase for value, special circumstances, and significant rehabilitation.

(Property approved for Class 6B status allows the owner of the property to have the assessment level lowered for a period of twelve years. The assessment schedule is 10% of fair market value for ten years then 15% in the eleventh year and 20% in the twelfth year. Industrial property is currently assessed at 25% of fair market value in Cook County.

(Upon approval, the Director of Business Development and Marketing will issue a Letter of Receipt to the Applicant. The Letter of Receipt will allow the Applicant to file an application with Cook County. Final approval is at the discretion of the Village Board and contingent with the Applicant completing the improvements stated in their application.

(The Clerk's office is preparing the resolution for the next Village Board Meeting.

(The Director of Business Development and Marketing recommends issuing a Letter of

Receipt.)

In compliance with the Americans with Disabilities Act and other applicable Federal and State laws, the meeting will be accessible to individuals with disabilities. Persons requiring auxiliary aids and/or services should contact the Village Clerk, preferably no later than five days before the meeting.

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A CABLE TELEVISION FRANCHISE
AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE, ILLINOIS
AND COMCAST OF ILLINOIS, VI, LLC**

WHEREAS, the Village of Elk Grove Village is an Illinois Municipal Corporation organized and operating under the Constitution and Laws of the State of Illinois; and

WHEREAS, Section 11-42-11 of the Illinois Municipal Code, 65 ILCS 5/11-42-11, grants municipalities authority to license, franchise and tax cable operators; and

WHEREAS, the Village is a “franchise authority,” as defined in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C §521, et seq. (the “Cable Act”); and

WHEREAS, the Village Board desires, and finds it in the best interest of the health, safety, and welfare of the Village, to grant a cable franchise, pursuant to all of the foregoing authority, to Comcast of Illinois VI, LLC, for the purpose of operating a cable system within the Village’s boundaries.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, Illinois as follows:

Section 1: Recitals. The Village Board finds the foregoing recitals to be true and correct and hereby incorporates the same as though fully set forth herein. It is the Village Board’s intent for the actions described herein to be interpreted as an exercise of the foregoing authorities to the fullest extent permitted by law.

Section 2: Grant of Franchise. The Village Board hereby approves a Cable Television Franchise Agreement in the form attached hereto as Exhibit “A” and, further, subject to Grantee’s strict compliance with the terms and conditions of such Cable Television Franchise Agreement, grants a cable franchise to Comcast of Illinois VI, LLC the (“Grantee”).

Section 3: Term. The cable franchise granted herein shall be for a term of ten (10) years.

Section 4: Effective Date. This Ordinance and the Franchise granted herein shall be effective upon the date of approval.

Section 5: Superseding Effect. The specific terms and conditions of this Ordinance shall prevail against other existing ordinances of the Village to the extent of any conflicts. Except for the foregoing limitation, the Grantee's operation of its Cable System pursuant to the Cable Telephone Franchise Agreement remains subject to all terms and conditions of applicable codes and ordinances of the Village of Elk Grove Village, including, without limitation, building codes and regulations concerning the construction and design of public improvements.

VOTE: _____ **AYES:** _____ **NAYS:** _____ **ABSENT:** _____

PASSED this _____ day of _____ 2019.

APPROVED this _____ day of _____ 2019.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

EXHIBIT A
CABLE TELEVISION FRANCHISE AGREEMENT

**CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
The
VILLAGE OF ELK GROVE VILLAGE
And
COMCAST OF ILLINOIS VI, LLC**

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the Village of Elk Grove Village, Illinois (hereinafter, the “Village”) and Comcast of Illinois VI, LLC (hereinafter, “Grantee”) this ____ day of January, 2020 (the “Effective Date”).

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

This Agreement is entered into by and between the parties under the authority of the Cable Act, the Illinois Constitution of 1970, including the Village’s home rule powers, and the Illinois Municipal Code, as amended from time to time, and shall be governed by the Cable Act and the Illinois Municipal 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.

“Basic Cable Service” has the meaning set forth in 47 U.S. Code § 522.

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

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

“Cable System” or “System,” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in

whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

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

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

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

“Franchise” means the initial authorization, or renewal thereof, issued by the Village, 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 Village 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 VI, LLC and Comcast of Illinois/West Virginia, 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 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 Village’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 Cir. 1997), and the amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the “Pasadena Decision,” *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues*, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001), and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

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

“PEG Capital Fee” means those fees described in Section 622(c) of the Cable Act (47 U.S.C. §542 (c)).

“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 Village.

“Public, Educational and Governmental (PEG) Access Channel” shall mean a video Channel designated for non-commercial use by the Village, the public, and/or educational institutions such as public or private schools, (but not “home schools”), community colleges, and universities.

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

“Public Way” shall mean, pursuant and in addition to the Village’s Right of Way Ordinance (Title 8, Chapter 8, Section 9, “Construction Of Facilities In Rights Of Way” of the Elk Grove Village Code), 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 Village in the Franchise Area, to the extent that the Village has the right and authority to authorize, regulate, or permit the location of facilities other than those of the Village. Public Way shall not include any real or personal Village property that is not specifically described in this definition and shall not include Village 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).

“Village” means the Village of Elk Grove Village, Illinois or the lawful successor, transferee, designee, or assignee thereof.

“Village Code” means the Elk Grove Village Code.

“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, the Illinois Constitution, and Ordinance No. _____ approving and authorizing the execution of this Agreement, the Village 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 Village 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 Village pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Village to authorize the use of Public Ways for public purposes or 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 or enforceable by the Village, or (C) be construed as a waiver or release of the rights of the Village in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the Village 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 Village proposing to serve the Franchise Area, in whole or in part, the Village 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.

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 8, Chapter 8, Section 9, "Construction Of Facilities In Rights Of Way" of the Elk Grove Village Village Code as may be amended from time to time.

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

3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the Village 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 Village 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.

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 Village in conducting inspections related to these standards upon reasonable prior written request from the Village based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the Village 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 Village 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 Village'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 Village 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. The Village must be authorized to activate the EAS through the appropriate EAS plan.

4.8. **Customer Service Obligations.** The Village 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 provisions are included in Title 3, Chapter 20, Section 8, of the Elk Grove Village Village Code (Customer Service and Privacy Protection Law). 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 Village

5.1. **Franchise Fees.** The Grantee shall pay to the Village 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 Village 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 Village 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 Village to increase the Franchise Fee above five percent (5%), and the Village actually proposes to increase the Franchise Fee in exercise of such authority, the Village may amend the Franchise Fee percentage. Following the determination to increase the Franchise Fee and enactment of an ordinance enabling the same, the Village 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 Village) to effectuate any changes necessary to begin the collection of such increased Franchise Fee. In the event that the Village increases said Franchise Fee, the Grantee shall notify its Subscribers of the Village’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 Village 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 Village 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 Village approves the amendment by ordinance; and (c) the Village 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 Village 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 Village shall provide on an annual basis, a complete list of addresses within the corporate limits of the Village. 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 if Grantee used a reasonable methodology to assign the address or addresses to a municipality.

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 Village agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Village 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 Village 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 Village shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the Village from and against any claims arising from the Village’s opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the Village 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 Village, 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 Village, 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 Village, 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 Village 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 Village 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 Village 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 Village 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 Village'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 Village certificates of insurance in accordance with Title 8, Chapter 8, Section 9-8, "Construction Of Facilities In Rights Of Way" of the Elk Grove Village Village Code.

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

7.2.1. The Grantee shall not indemnify the Village for any liabilities, damages, costs or expense resulting from any conduct for which the Village, 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 Village 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 Village’s noncommercial Public, Educational and Governmental Access (“PEG”) Programming through two Channels (the “Channels”) on the Grantee’s Cable System. Unless otherwise agreed to by the Village and the Grantee to the extent required by applicable law, the Channels may be carried on the Grantee’s basic digital service tier. The Village’s PEG Access Programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

8.2. As of the Effective Date of this agreement, the PEG channels described in Section 8.1 have been assigned to channel 6 and 18 on the Basic Cable Service Tier on the Grantee’s Cable System.

8.3. **Relocation.** During the term of this Franchise Agreement, if Grantee desires to change the location of the PEG channels from that listed in Section 8.2, above, the Grantee shall exercise good faith efforts to give the Village at least ninety (90) days prior notice of such relocation. The Grantee shall cooperate with the Village to notify subscribers of the change in the channel(s) number. The foregoing shall not apply to changes that are beyond Grantee’s control, such as a television station under federal law requiring carriage on a channel currently used by a PEG channel.

8.4. **Rules and Procedures for Use of the PEG Access Channels.** The Village shall be responsible for establishing, and thereafter enforcing, rules for the non-commercial use of the PEG Access Channels and to promote the use and viewership of the Channel.

8.5. **Allocation and Use of the PEG Access Channels.** The Grantee does not relinquish its ownership of Channels by designating them for PEG use. However, the PEG Access Channels are, and shall be, operated by the Village. The Village shall adopt rules and procedures under

which Grantee may use the PEG Access Channels for the provision of Video Programming if the PEG Access channels are not being used for their designated purposes pursuant to Section 611(d) of the Cable Act, 47 U.S.C. §531.

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

8.7. Origination Point. At such time that the Village 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 Village 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 Village determines that it wants to change or upgrade a location from which PEG Access Programming is originated; the Village will give the Grantee written notice detailing the point of origination and the capability sought by the Village. The Grantee agrees to submit a cost estimate to implement the Village's plan within a reasonable period of time but not longer than sixty (60) days. After an agreement to reimburse the Grantee for its expenditure, the Grantee will implement any necessary system changes within a reasonable period of time but not longer than one hundred twenty (120) days; unless another timeline is agreed to by both parties.

8.8. PEG Signal Quality. Provided the PEG signal feed is delivered by the Village 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.

8.9. PEG Capital Support. At its sole discretion, the Village may designate a PEG access capital project to be funded by the Village as set forth herein. The Village shall send written notice of the Village's desire for Grantee to collect as an external charge a PEG Capital Fee of up to One Dollar (\$1.00) 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 and the Grantee shall have the opportunity to review and make recommendations upon the Village's plan prior to agreeing to collect and pay to the Village 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 Village 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 Village to make large capital expenditures, if necessary, as long as any funds remaining at the end of the term of this Agreement shall be credited to PEG Capital obligations in the subsequent Franchise. Moreover, if the Village chooses to borrow from itself or a financial institution, revenue for large PEG capital purchases or capital expenditures, the Village 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 Village's written request.

8.9.1. For any payments owed by Grantee in accordance with this Section 8.9 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 JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the PEG Capital Fee liability otherwise accruing under this section.

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

8.10. PEG HD Programming

8.10.1. Annual Meeting to Discuss PEG High-Definition Programming. In recognition of the Village's interest in the future distribution of the PEG Channel(s) in high-definition (HD), the Grantee will meet with the Village on an annual basis to discuss:

- (i) the status of the Village's preparedness to produce and cablecast the PEG Access Programming in HD, taking into consideration the amount of PEG programming being produced in HD versus standard definition (SD);
- (ii) the proportion of channels cablecast in SD versus HD; and
- (iii) the percentage of HD subscription penetration across the Grantee's subscriber base.

8.10.2. PEG Channel Migration from SD to HD. On or after the fourth anniversary date of this Franchise Agreement, the Village shall migrate PEG Access Programming from SD to HD, but only if all of the following conditions have been met and notice has been given in writing:

- (i) the Village is capable of producing and transmitting PEG programming in HD.
- (ii) 50 percent of channels comprising the Basic Cable Service Tier are cablecast in HD; and
- (iii) the percentage of HD subscription penetration across the Grantee's subscribers is equivalent to 80 percent.

For purposes of this Agreement, an HD signal refers to a television signal delivering picture resolution of 720p or 1080i. For the first PEG Channel transitioned to HD, the Channel must include a minimum of five hours per day, seven days per-week of HD PEG programming. For the purpose of calculating this condition, any networks which are simulcast in HD and SD shall be counted as only one channel.

8.10.3. Transition Period. If all of the conditions above have been met, then the Grantee will be provided up to one (1) year to transition the PEG programming on the eligible PEG Channel to HD.

8.10.4. No Dual Broadcasts. In no instance shall the PEG Channels be cablecast in both SD and HD.

8.10.5. Status as of Fourth Anniversary. In the event the metrics in this Section 8.10 have not been met by the Grantee or by the Village by the fourth anniversary of this Franchise Agreement, then the party that has not met its metrics shall give, upon request of the other party, written notice within 30 days whether it has reached attainment or completion of such condition. For example, the Village shall give notice to the Grantee for criterion 8.8.2(i) and the Grantee shall give notice to the Village for criteria 8.8.2(ii) and (iii).

8.11. Village Operation and Control of HD PEG Channels. Consistent with Section 8.5 of this Franchise Agreement, the Grantee does not relinquish its ownership of a PEG Channel by migrating the channel to HD and the standards of Section 8.5 of this Franchise Agreement apply to HD PEG Channels.

8.12. Grantee Use of Unused Time. Because the Village and Grantee agree that a blank or underutilized PEG Access Channel is not in the public interest, in the event the Village 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 Village 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 Village 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 Village's written notice: (A) to respond to the Village, 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 Village 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 Village determines that the Grantee is in default of any material provision of the Franchise, the Village 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 Village 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 Village 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 Village 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 Village shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the Village 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 Village 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 Village's decision.

9.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the Village'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 enacted by the Village as Title 3, Chapter 20, Section 8, of the Elk Grove Village Village Code (Customer Service and Privacy Protection Law); and, pursuant to Section 3.1 of this Franchise Agreement and Title 8, Chapter 8, Section 9, of the Elk Grove Village Village Code, to enforce the Grantee's compliance with the Village's requirements regarding "Construction Of Facilities In Rights Of Way." Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the Village 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 Village.

9.5 Failure to Enforce Franchise Agreement. The Grantee shall not be excused from complying with any of the terms and conditions of this Franchise Agreement by any failure of the Village upon any one or more occasions, to insist upon the Grantee's performance or to seek Grantee's compliance with any one or more of such terms or conditions.

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 Village:

Elk Grove Village
901 Wellington Avenue
Elk Grove Village, Illinois 60007
ATTN: Village Manager

To the Grantee:

Comcast
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 Village 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 Village 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, shall maintain to the maximum extent possible the original intent of the Agreement, 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, Cook County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

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 Village and the Grantee, which amendment shall be authorized on behalf of the Village through the adoption of an appropriate ordinance or resolution by the Village, 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 Village 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 Village 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 Elk Grove Village:

By: _____

Name: _____

Title: _____

For Comcast of Illinois VI, LLC:

By: _____

Name: _____

Title: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MUTUAL AID AGREEMENT BETWEEN SURROUNDING MUNICIPALITIES AND THE VILLAGE OF ELK GROVE VILLAGE FOR EMERGENCY MEDICAL SERVICES

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, State of Illinois as follows:

Section 1: That the Mayor be and is hereby authorized to sign the attached document marked:

**EMERGENCY MEDICAL SERVICES
MUTUAL AID AGREEMENT**

with the following municipalities: Village of Schaumburg, Elk Grove Village, Hoffman Estates, Streamwood, Bartlett Fire Protection District, Palatine, Palatine Rural and the City of Rolling Meadows. A copy of which is attached hereto and made a part hereof as if fully set forth and the Village Clerk is authorized to attest said document upon the signature of the Mayor.

Section 2: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2019.

APPROVED this _____ day of _____ 2019.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

EMERGENCY MEDICAL SERVICES MUTUAL AID AGREEMENT

THIS MUTUAL AID AGREEMENT (this “*Agreement*”) is made as of January 1, 2020, (the “*Effective Date*”) by the following Illinois municipalities: Village of Schaumburg, Elk Grove Village, Hoffman Estates, Streamwood, Bartlett Fire Protection District, Palatine, Palatine Rural and the City of Rolling Meadows. These units of Illinois municipal government, and any additional local governmental entity that is added to this Agreement as provided in Subsection 7B of this Agreement, are referred to collectively as the “*Members*.”

RECITALS:

WHEREAS, the Members are located geographically near to each other; and

WHEREAS, each Member provides emergency medical services and ambulance transportation services within that Member’s boundaries, including residents, businesses, visitors, and all others in need; and

WHEREAS, each Member also provides emergency medical services and ambulance transportation services to any other Member when the other Member seeks assistance; and

WHEREAS, the Members desire to memorialize in this Agreement the standards set forth in this Agreement for mutual aid responses, billing, and other general standards;

NOW, THEREFORE, the Members agree as follows:

Section 1. Purpose of Agreement.

The principal purpose of this Agreement is to set forth certain standards for mutual aid responses related to emergency medical and ambulance transportation services, prices, and billing and to assure compliance with Section 1128B(b) of the federal Social Security Act and the current amendments regarding safe harbors promulgated by the Office of the Inspector General of the Department of Health and Human Services.

Section 2. Definitions.

“*Anti-Kickback Statute*” means Section 1128B(b) of the federal Social Security Act.

“*Emergency Aid*” means emergency medical or transportation services by a Responder.

“*Member*” means one of the local governmental entities listed at the beginning of this Agreement or added under Subsection 7B of this Agreement.

“*Non-Resident*” means a Patient who is not a Resident (as “*Resident*” is defined in this Section).

“*OIG*” means the Office of the Inspector General of the Department of Health and Human Services.

“*OIG Rule*” means the current amendments regarding safe harbors promulgated by the *OIG*. See Section 6 of this Agreement.

“*Patient*” means a person who has received Emergency Aid by a Responder.

“*Rates*” See Section 4 of this Agreement.

“*Requester*” means a Member that has requested Emergency Aid from one or more other Members.

“*Resident*” means a Patient who maintains his or her primary residence within the corporate limits of the Requester or the Responder.

“*Responder*” means a Member that is responding, or has responded, to a Requester.

Section 3. Mutual Aid Service Calls.

A. Requests for Emergency Aid. Any Member may initiate a request to any one or more other Members for Emergency Aid, under any of the following circumstances or any similar circumstances:

- If the available equipment of the Requester is insufficient to respond to an incident under the circumstances.
- If the number of the Requester’s available personnel is insufficient to respond to an incident under the circumstances.
- If the equipment and personnel of another Member is located closer to an incident and deployment of that Responder may be beneficial under the circumstances.
- Any other set of circumstances that the Requester and the Responder believe is beneficial under the circumstances.

B. Responses to Requests. Members receiving a request for Emergency Aid will promptly respond to the Requester and provide Emergency Aid as possible and practical under the circumstances.

Section 4. Rates.

Each Member must provide all other Members the current rates and standards it applies for emergency medical and ambulance transportation services, including without limitation BLS, ALS, and Transportation services (the “*Rates*”). Each Member also must promptly provide all other Members any changes to its Rates.

Section 5. Billing.

A. Requester's Rates Apply. When a Responder provides Emergency Aid to a Requester, the Responder must apply the Requester's Rates and out-of-pocket costs as if the Requester had provided the Emergency Aid, except as provided in Subsection B of this Section.

B. Exceptions for Responder Residents. If the Responder provides Emergency Aid to a Patient whose primary residence is within the corporate limits of the Responder, then the Responder may apply its Rates for service and its out-of-pocket costs as if the Responder had provided the Emergency Aid within its own boundaries.

Section 6. Compliance with Anti-Kickback Statute and OIG Rule.

Each Member pledges that it will not knowingly or willfully offer, pay, solicit, or receive remuneration in order to induce or reward the referral of business reimbursable under the federal health care programs, and otherwise will comply with all applicable provisions of the Anti-Kickback Statute and the OIG Rule. Each Member will heed the provisions of the Anti-Kickback Statute and the OIG Rule regarding safe harbors.

Section 7. Member Withdrawal; Additional Members.

A. Withdrawal From Agreement. A Member may withdraw from this Agreement at any time on 14-days' written notice to the current Members.

B. Additional Members. Other Illinois local governmental entities may become Members under this Agreement by (A) sending a written request for membership to each current Member, and (B) written approval of membership by a majority of the current Members, and (C) signing the New Member Statement attached to this Agreement as Exhibit A.

Section 8. Termination of Membership.

If a Member knowingly violates a provision of this Agreement or violates the Anti-Kickback Statute or the OIG Rule, then the Member may be terminated by a majority vote of the other Members.

Section 9. Term of Agreement.

This Agreement commences on the Effective Date and remains in effect until all current Members determine in writing to terminate this Agreement.

Section 10. Member Representative.

Each Member will designate a representative who has the authority to act on the matters provided in this Agreement.

IN WITNESS WHEREOF, each Member has caused this Agreement to be signed by its properly authorized representative as of the Effective Date or as of the date of approval of membership, as the case may be.

Village of Schaumburg

Signature: _____

Printed Name: _____

Designated Rep: _____

Date: _____

IN WITNESS WHEREOF, each Member has caused this Agreement to be signed by its properly authorized representative as of the Effective Date or as of the date of approval of membership, as the case may be.

Village of Elk Grove Village

Signature: _____

Printed Name: _____

Designated Rep: _____

Date: _____

IN WITNESS WHEREOF, each Member has caused this Agreement to be signed by its properly authorized representative as of the Effective Date or as of the date of approval of membership, as the case may be.

Village of Streamwood

Signature: _____

Printed Name: _____

Designated Rep: _____

Date: _____

IN WITNESS WHEREOF, each Member has caused this Agreement to be signed by its properly authorized representative as of the Effective Date or as of the date of approval of membership, as the case may be.

Village of Palatine

Signature: _____

Printed Name: _____

Designated Rep: _____

Date: _____

IN WITNESS WHEREOF, each Member has caused this Agreement to be signed by its properly authorized representative as of the Effective Date or as of the date of approval of membership, as the case may be.

Bartlett Fire Protection District

Signature: _____

Printed Name: _____

Designated Rep: _____

Date: _

IN WITNESS WHEREOF, each Member has caused this Agreement to be signed by its properly authorized representative as of the Effective Date or as of the date of approval of membership, as the case may be.

Palatine Rural

Signature: _____

Printed Name: _____

Designated Rep: _____

Date: _____

IN WITNESS WHEREOF, each Member has caused this Agreement to be signed by its properly authorized representative as of the Effective Date or as of the date of approval of membership, as the case may be.

City of Rolling Meadows

Signature: _____

Printed Name: _____

Designated Rep: _____

Date: _____

IN WITNESS WHEREOF, each Member has caused this Agreement to be signed by its properly authorized representative as of the Effective Date or as of the date of approval of membership, as the case may be.

Village of Hoffman Estates

Signature: _____

Printed Name: _____

Designated Rep: _____

Date: _____

EXHIBIT A

Emergency Medical Services Mutual Aid Agreement

NEW MEMBER STATEMENT

As provided in Subsection 7B of the Emergency Medical Services Agreement dated as of October , 2019, (the "Agreement") the [Insert Name Of New Member] (the "New Member"). requested membership in the Agreement by sending a written request for membership to each current Member. The current Members approved the request.

The New Member has read, and understands, the Agreement. The New Member agrees to abide by all of the provisions of the Agreement and to faithfully discharge the responsibilities of a Member stated in the Agreement. In particular, the New Member pledges that it (A) will comply with all applicable provisions of the Anti-Kickback Statute and the OIG Rule as defined and stated in Section 6 of the Agreement and (B) will heed the provisions of the Anti-Kickback Statute and the OIG Rule regarding safe harbors.

The New Member represents that the person signing this Statement on behalf of the New Member has been properly authorized by the New Member to sign this Statement and to bind the New Member to the provisions of the Agreement.

New Member Name: _____

Signature: _____

Printed name: _____

Designated Representative: _____

Date: _____, 20____

New Member Representative

The New Member has designated the following person to be its representative:

Name: _____

Title: _____

RESOLUTION NO. _____

**A RESOLUTION REPEALING RESOLUTION NO. 42-19 AND RESOLUTION NO. 44-19
REGARDING GENERAL ADVISORY REFERENDA**

WHEREAS, on July 16, 2019, the Board of Trustees adopted Resolution No. 42-19 which provided for a general advisory referendum regarding the expansion of the Mid-Summer Classics Concert Series and further adopted Resolution No. 44-19 which provided for a general advisory referendum regarding the coordination of charitable functions which fund the Youth Committee College Scholarship Program; and

WHEREAS, since July 16, 2019, the Board of Trustees have been able to determine due to information of which they have become aware, that answers to said questions have been ascertainable thus eliminating the need for the submission of these advisory questions to a referendum.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, Illinois as follows:

Section 1: That Resolution No. 42-19 and Resolution No. 44-19, which Resolutions were duly passed and approved on July 16, 2019 are hereby repealed.

Section 2: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2019.

APPROVED this _____ day of _____ 2019.

APPROVED:

**Mayor Craig B. Johnson
Village of Elk Grove Village**

ATTEST:

Loretta M. Murphy, Village Clerk

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE APPROPRIATENESS FOR CLASS 6B STATUS PURSUANT TO THE COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE AS AMENDED JULY 27, 2018 FOR CERTAIN REAL ESTATE LOCATED AT 200 MARTIN LANE, ELK GROVE VILLAGE, ILLINOIS

WHEREAS, the Village of Elk Grove Village desires to promote the development of industry in the Village of Elk Grove; and

WHEREAS, the Cook County Assessor is operating under an ordinance enacted by the Cook County Board of Commissioners, and amended from time to time, the most recent amendment becoming effective as of July 27, 2018, which has instituted a program to encourage industrial and commercial development in Cook County known as the Cook County Real Property Classification Ordinance; and

WHEREAS, in the case of abandoned property, if the municipality or the Mayor and Board of Trustees, finds that special circumstances justify finding that the property is "abandoned" for purpose of Class 6B, even though it has been vacant and unused for less than 24 months, that finding, along with the specification of the circumstances, shall be included in the resolution or ordinance supporting and consenting to the Class 6B application. Such resolution or ordinance shall be filed with the eligibility application. If the ordinance or resolution is that of a municipality, the approval of the Board of Commissioners of Cook County is required to validate such shortened period of qualifying abandonment, and a resolution to that effect shall be included with the Class 6B eligibility application filed with the Assessor; and

WHEREAS, the Petitioner has applied for or is applying for Class 6B property status pursuant to said aforementioned ordinance for certain real estate located at 200 Martin Lane, in the Village of Elk Grove Village, Cook County, Illinois, with the Property Index Number 08-22-102-224-0000 and has proven to this Board that such incentive provided for in said ordinance is necessary for development to occur on this specific real estate.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, Illinois:

Section 1: That the request of the Petitioner to have certain real estate located at 200 Martin Lane, Elk Grove Village, Cook County, Illinois, identified by Property Index Number 08-22-102-224-0000, declared eligible for Class 6B special circumstances status pursuant to the Cook County Real Property Classification Ordinance as amended July 27, 2018, is hereby granted in that this Board and the Village of Elk Grove Village, Illinois, has determined that the

incentive provided by the said Class 6B Tax Incentive Ordinance is necessary for the said development to occur on the subject property, legally described as follows:

LOT 2 IN FINEGAN SUBDIVISION UNIT 1, A RESUBDIVISION OF LOT 5 (EXCEPT THE SOUTH 120 FEET) IN MAYFAIR INDUSTRIAL PARK UNIT 2, A SUBDIVISION IN THE WEST HALF OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Section 2: That the Special Circumstances as outlined by the petitioner are attached hereto as Exhibit "A" and made a part thereof.

Section 3: That the Village of Elk Grove Village, Illinois hereby supports and consents to the Class 6B Application and approves the classification of the subject property as Class 6B property pursuant to the Cook County Real Property Classification Ordinance and the Class 6B tax incentives shall apply to the property identified as Permanent Real Estate Index Number 08-22-102-224-0000. Elk Grove Village is in receipt of an economic disclosure statement that is required with the application packet.

Section 4: That the Mayor and Village Clerk are hereby authorized to sign any necessary documents to implement this Resolution subject to the petitioner completing the following conditions within twelve months of closing:

- a. Update façade, landscaping and signage;
- b. Install three (3) overhead doors and three (3) man doors;
- c. Repair/repave/restripe parking lot;
- d. Improve exterior lighting, repair/replace exterior windows when necessary;
- e. Install new drive-in door and driveway;
- f. Clear and clean storm water channel; and
- g. Improve interior office space.

Section 5: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2019.

APPROVED this _____ day of _____ 2019.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

Res6b_200Martin.a

Exhibit "A"

SARNOFF ♦ BACCASH
PROPERTY TAX LAW

**Special circumstances requested by Martin Lane Group, Inc., or another entity to be named
200 Martin Lane, Elk Grove Village, Illinois (PIN: 08-22-102-224-0000)**

Martin Lane Group, Inc., or another entity to be named ("Applicant") is requesting a Resolution in support and consent of a Class 6b Incentive on the above-referenced property based on occupation of an abandoned property that has been vacant for less than 24 continuous months with a purchase for value, special circumstances and substantial rehabilitation. The Applicant plans to purchase the subject property and rehabilitate the same for its related entity, PinMart, Inc., to occupy approximately 6,000 square feet of the property for its operations consisting of the light assembly, warehousing and distribution of recognition items and jewelry. The Applicant also plans to lease the remaining approximately 9,000 square feet to an industrial user.

The subject property consists of an approximately 32,625 square foot site with a roughly 15,000 square foot building that has been 100% vacant and unused since November, 2018. The property is in need of improvements. Therefore, the Applicant plans to spend approximately \$175,000 to \$200,000 to immediately rehabilitate and improve the subject property. Based on initial inspections these improvements will be to install three new overhead doors in the current drive-in areas, install three man doors, repair/repave/restripe the parking area, improve the exterior lighting, repair/replace exterior windows as necessary, install a drive in door/dock as well as a new driveway on the south side of the building, clear and clean the storm water channel, update the façade, add new signage and update the landscaping as well as to complete other general maintenance. The Applicant also plans to complete some interior improvements.

In addition, please note that all of the rehabilitation costs could significantly vary depending on a variety of factors such as market variances. Further inspections of the subject property may require additional improvements. The rehabilitation will create approximately 5 to 10 construction jobs.

PinMart, Inc. currently operates out of the approximately 10,000 square foot building located adjacent to the subject property at 180 Martin Lane. PinMart, Inc. is growing and needs to expand its operations as well as wants to remain in Elk Grove Village. As a result, PinMart, Inc. plans to expand its warehouse and fulfillment operation to the subject property, while remaining at the 180 Martin Lane site. Currently, PinMart, Inc. has 32 employees (30 full-time and 2 part-time). PinMart, Inc. plans to bring 5 to 8 of its current employees (all full-time) to the subject property and plans to hire an additional 3 to 6 employees within the first three years of operations at the subject property. Additionally, PinMart, Inc. will continue to look to hire all qualified Elk Grove Village residents for future hires.

Elk Grove Village can also expect that PinMart, Inc. and its employees will continue to invest commercially back into the community by visiting local establishments such as restaurants, gas stations, grocery stores and more. In addition, Elk Grove Village can expect that PinMart, Inc. will continue to attract business and various customers to the Village in the course of its operations.

Based on our research and the additional costs that must be incurred to improve and rehabilitate the building in order for this to be a successful endeavor, the Applicant must possess a Class 6b Incentive to complete the improvements and to successfully operate the property. It is for these reasons that it is necessary to grant the Applicant a Resolution in support and consent of a Class 6b Incentive for the subject property based on occupation of an abandoned property that has been vacant for less than 24 continuous months with a purchase for value, special circumstances and substantial rehabilitation.