

ORDINANCE NO. 784
OF THE CITY/VILLAGE OF Nokomis

WHEREAS, the City/Village of Nokomis finds it to be in the public interest to enter into the attached Agreement for the purpose of negotiating terms of a franchise agreement with Enstar Cable Company.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR/PRESIDENT AND CITY COUNCIL/BOARD OF TRUSTEES OF THE CITY/VILLAGE OF Nokomis, ILLINOIS AS FOLLOWS:

SECTION 1. The City/Village does hereby agree to enter into the attached "Intergovernmental Cable Television Franchise Joint Negotiation Agreement" and to pay the fees required thereunder.

SECTION 2. The Mayor/President and Clerk are hereby authorized to execute said Agreement on behalf of the City/Village, and the Treasurer is hereby directed to pay the fees required thereunder.

PASSED this 9th day of March, 1992.

James F. Colan
Mayor/President

ATTEST:

Mary Jean Scheller
City/Village Clerk

AYES: 5
NAYS: 0
PASSED: 0
APPROVED: 3-9-92
ABSENT: 0

INTERGOVERNMENTAL CABLE TELEVISION FRANCHISE
JOINT NEGOTIATION AGREEMENT

WHEREAS, the undersigned municipalities (the "Municipalities") have issued franchises for the operation of cable television systems to Enstar Cable Company ("Enstar"); and

WHEREAS, each of the Municipalities has encountered difficulties in the administration of these previously issued franchises and has encountered difficulties in renewal of the franchises; and

WHEREAS, the Municipalities believe that a sharing of information and resources along with development and execution of a common plan of action for administration of cable franchises issued by the Municipalities is in the best interests of the citizens of the Municipalities;

IT IS NOW THEREFORE AGREED BY THE MUNICIPALITIES AS FOLLOWS:

Section 1. Authority. This Agreement is entered into pursuant to powers granted to units of local government by Article VII, Section 10 of the Constitution of Illinois, 1970, and the Intergovernmental Cooperation Act, Public Act 78-785, as amended (Ch. 127, ¶741, Ill. Rev. Stat., 1989, as amended). Each of the Municipalities represents and warrants that the signatures of their Mayor and Clerk on a counterpart of this Agreement evidences the adoption of necessary corporate action authorizing entry into this Agreement by the Municipalities.

Section 2. Purposes. This Agreement is entered into for the purpose of enabling the Municipalities to conduct negotiation

relations with Enstar pertaining to the operation of Enstar cable systems in the Municipalities.

Section 3. Purposes. The purpose of this Agreement is to enable the Municipalities:

- a. To provide a resource for obtaining and sharing of information pertaining to the operation by Enstar of its cable systems in the Municipalities.
- b. To centralize contract negotiations and administration of franchises with Enstar.
- c. To prepare and recommend to Municipalities standardized franchise agreements, regulatory ordinances and other contractual and legislative measures necessary in conjunction with the administration of franchise contracts and the operation of cable systems by Enstar in the Municipalities.
- d. To reduce the cost of administration and negotiation with Enstar by the sharing of costs and expenses related to administration and negotiation of the various franchise agreements.
- e. To increase the quality of service provided by Enstar by the development and implementation of franchise operations standards pursuant to the franchise contracts.

Section 4. The Powers of the Municipalities. The Municipalities shall have the power to engage attorneys, accountants and technical consultants as needed to enable them:

- a. To negotiate with Enstar the terms, conditions and language of a standardized franchise agreement to be presented to all municipalities for their consideration and proposed adoption.
- b. To conduct negotiations with Enstar concerning the terms and conditions of such standardized documents and concerning the administration of cable franchises in the Municipalities.

Section 5. Assessment for Expenses. Each Municipality shall pay, upon execution and approval of this Agreement, the sum of One Dollar (\$1.00) per cable subscriber in the Municipality.

The funds shall be deposited with the Treasurer of the City of _____ in an account to be established at a bank designated by that Treasurer. The account shall be designated "Municipal Intergovernmental Cable Television Franchise Account". Proceeds of that account shall be used to pay for the costs of engaging attorneys, accountants and technical consultants utilized in connection with the work under this Agreement. The funds shall be paid upon invoices properly submitted and approved by any three mayors (village presidents) of the Municipalities which are signators to the Agreement. The Municipalities agree to pay additional assessments not to exceed Three Dollars

(\$3.00), for a total of Four Dollars (\$4.00), per subscriber for the services to be rendered pursuant to this Agreement.

Section 6. Duration. This Agreement shall become effective on the approval and execution by each of the Municipalities. It shall remain in effect until such time as a Standard Franchise Agreement has been negotiated and executed by each of the Municipalities, a Regulatory Ordinance has been adopted by each Municipality and Financial Audits of each of the Municipalities' accounts with Enstar has been finalized. Upon completion of these items and the payment of fees and expenses due this Agreement shall terminate.

Approved by the execution of multiple counterpart signature pages by each of the Municipalities on Page 5 hereof.

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Approved by Ordinance adopted the 9th day of
March, 1992 by the City/Village of Nokomis,
Illinois.

CITY/VILLAGE OF Nokomis,
ILLINOIS

By James F. Bohan
Mayor/President

(SEAL)

Attest:

Mary Jean Scheller
Clerk

See Ord. # 89

ADDENDUM TO
INTERGOVERNMENTAL CABLE TELEVISION FRANCHISE
JOINT NEGOTIATION AGREEMENT

The Intergovernmental Cable Television Franchise Joint Negotiation Agreement is hereby modified by deleting Paragraph 2 of Section 5 and substituting the following language:

"The funds shall be transmitted through Attorney Thomas W. Kelty for deposit in the Pfeifer & Kelty, P.C. Trust Account for credit to the "Municipal Intergovernmental Cable Television Franchise" account. Proceeds of that account shall be used to pay for the costs of engaging attorneys, accountants and technical consultants utilized in connection with the work under this Agreement. The funds shall be paid upon invoices properly submitted and approved by any three mayors (village presidents) of the Municipalities which are signators to the Agreement. The Municipalities agree to pay additional assessments not to exceed Three Dollars (\$3.00), for a total of Four Dollars (\$4.00), per subscriber for the services to be rendered pursuant to this Agreement."

Approved this 26th day of May, 1992.

CITY OF NOKOMIS, ILLINOIS

By James F. Colan
Mayor

(SEAL)

Attest:

Mary Jean Scheller
Clerk