



CITY OF URBANA
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TO: Mayor Laurel Lunt Prussing and Urbana City Council

FROM: Curt Borman, Acting City Attorney

DATE: June 13, 2011

SUBJECT: Consideration of a Resolution Authorizing a First Amendment to a Franchise Agreement between the City of Urbana and Comcast of Illinois/Indiana/Ohio, LLC

Introduction

This proposed resolution authorizes the Mayor to execute a first amendment to a franchise agreement made between the City of Urbana and Comcast of Illinois/Indiana/Ohio, LLC that will prohibit Comcast from relocating certain public, educational, or governmental access (PEG) cable channels to a digital service tier during the term of the agreement.

Background

In January of this year, the City and Comcast entered into an agreement to allow Comcast to continue to operate a cable franchise in the City. This agreement requires Comcast to set aside four channels for PEG use. The parties further agreed that Comcast will provide an additional PEG access channel in the future upon the City's request; and after the new channel is activated, Comcast will not relocate the educational access channels operated by Parkland Community College and University of Illinois to a digital tier of service. Unfortunately, the last sentence in Section 10.2 of the agreement erroneously states that Comcast may relocate these channels to its digital service. The proposed resolution amends the agreement by deleting the last sentence of Section 10.2 to reflect the parties' intent. All other terms will remain in full force and effect. I have confirmed with Richard Atterberry, chair of the Champaign-Urbana Cable Television and Telecommunications Commission, that the language in question should be deleted from the agreement.

Fiscal Impact

Not applicable.

Recommendation

Approve the resolution authorizing a first amendment to the franchise agreement between the City of Urbana and Comcast of Illinois/Indiana/Ohio, LLC.

RESOLUTION NO. 2011-06-022R

**A RESOLUTION AUTHORIZING A FIRST AMENDMENT TO A FRANCHISE
AGREEMENT BETWEEN THE CITY OF URBANA AND COMCAST OF
ILLINOIS/INDIANA/OHIO, LLC
(Educational access channel relocation)**

WHEREAS, the parties hereto did on the 1st of November 2010, pursuant to Resolution No. 2010-10-028, enter into an agreement to allow Comcast of Illinois/Indiana/Ohio, LLC ("Comcast") to continue to operate a cable franchise in the City of Urbana ("City"); and

WHEREAS, Comcast and the City have determined that the best interests of both entities are served by making and entering into an amendment to said agreement concerning educational access channel relocation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

Section 1.

The amendment to the prior agreement, as reflected in the attached agreement entitled: "First Amendment to Franchise Agreement made between the City of Urbana, Illinois and Comcast of Illinois/Indiana/Ohio, LLC" is hereby approved, and the Mayor is authorized to execute the same.

Motion was made by Alderman _____, seconded by Alderman _____ that the Resolution be adopted.

PASSED BY THE CITY COUNCIL this ____ day of _____, _____.

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, _____.

Laurel Lunt Prussing, Mayor

**FIRST AMENDMENT TO FRANCHISE AGREEMENT MADE BETWEEN THE CITY
OF URBANA, ILLINOIS AND COMCAST OF ILLINOIS/INDIANA/OHIO, LLC
(Educational access channel relocation)**

THIS FIRST AMENDMENT is entered into by and between the City of Urbana, Illinois (hereinafter "City") and Comcast of Illinois/Indiana/Ohio, LLC (hereinafter "Comcast").

The City and Comcast mutually agree to the following amendment to the Franchise Agreement executed in January 2011:

Section 10, "Access Programming," subsection 10.2, "Additional Access Channel," is hereby amended with the strikethrough text indicating deletions as follows:

10.2 Additional Access Channel. At City's sole discretion, the City may request, and the Grantee shall provide, one (1) additional PEG access channel (beyond the initial four (4) PEG channels referenced above) to be utilized for noncommercial public, educational and governmental programming. Upon written request from the City and no later than one hundred twenty (120) days from receipt of the request, the Grantee shall make this additional PEG channel available on a digital tier of Service available to at least sixty percent (60%) of its Subscribers in the City. No later than thirty (30) days after receiving the written request from the City, Grantee shall provide the City with a written estimate of Grantee's expenses related to the activation of the channel. These expenses may include, but not be limited to, construction of a fiber optic return line and any equipment needed to transmit and receive the programming at the Grantee's head end. The City agrees to reimburse the Grantee for all documented expenses related to the activation of the additional access channel. Grantee shall not assess the City a monthly fee for the lease of equipment or transmission facilities in order to provide the additional access channel on the channel line-up. ~~Upon activation of the additional access channel Grantee may relocate the educational access channels operated by Parkland Community College and University of Illinois to a digital tier of Service available to at least sixty percent ("60%") of Grantee's Subscribers in the City.~~

All other terms and conditions of the Franchise Agreement remain in full force and effect.

This First Amendment shall take effect upon execution by the City and Comcast.

The duly authorized representatives of the City and Comcast are executing this First Amendment as of the dates shown.

City of Urbana, Illinois:

_____ Laurel Lunt Prussing Mayor	_____ Date	_____
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Comcast of Illinois/Indiana/Ohio, LLC:

_____ Name	_____ Date	_____
Title _____		