

Exhibit "A"

COPY

STATE OF ILLINOIS )  
COUNTY OF CHAMPAIGN ) SS.  
VILLAGE OF PESOTUM )

ORDINANCE NO. 96-2

AN ORDINANCE GRANTING TO CABLE TV  
FUND 14-a, LTD. PERMISSION TO CONSTRUCT,  
OPERATE AND MAINTAIN A COMMUNITY ANTENNA  
TELEVISION SYSTEM UPON, ALONG, ACROSS, OVER,  
AND UNDER THE STREETS AND PUBLIC RIGHTS OF  
WAY OF THE VILLAGE OF PESOTUM, ILLINOIS

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WHEREAS, the Village desires to make available to its residents a community antenna television system subject to certain terms and conditions the Mayor and Board of Trustees believe to be necessary and appropriate; and

WHEREAS, Cable TV Fund 14-A, Ltd., a Colorado limited partnership doing business as Jones Intercable, Inc., desires to continue to construct, install and maintain a community antenna television system within the jurisdictional limits of the Village of Pesotum, Illinois; now, therefore

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Pesotum, Illinois that the following Ordinance is adopted and approved in Board assembled:

1. Definitions:

a. "Basic Service" means those audio and visual signals carried on the service tier of the CATV System which includes local off-air television signals and public, educational, or governmental channels. Basic Service shall not include any other tier of service or any premium or pay-per-view channels or services.

b. "Cable Act" means the Cable Communications Policy Act of 1984, P.L. 98-549, 45 U.S.C. §521 Supp., as it may be amended or superseded, including the Cable Television Consumer Protection and Competition Act of 1992, P.L. 102-385 and Telecommunications Act of 1996, as it may be amended or superseded.

c. "Village" means the Village of Pesotum, Illinois.

d. "Community Antenna Television System" ("CATV System") means a system of antennas, cables, wires, lines, towers, microwaves, waveguides, laser beams or any other conductors, converters, equipment or facilities designed, constructed, or operated for the purpose of producing, receiving, amplifying, modifying and distributing audio, video, and other forms of communication or electronic signals to and from residential and business subscribers and locations within the jurisdictional limits of the Village.

e. "Board" means the governing body of the Village.

f. "Franchise" means the authorization granted hereunder of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a CATV System within the jurisdictional limits of the Village.

g. "Grantee" means Cable TV Fund 14-A, Ltd., a Colorado limited partnership, and its permitted successors and assigns.

h. "Gross Receipts" means any and all compensation received by Grantee from subscribers to the CATV System who are located within the jurisdictional limits of the Village. In computing said sum, franchise fees shall be included to the extent authorized by law, but any sales, services, occupational or other excise tax shall not be included to the extent such taxes are charged separately in addition to the regular monthly service charge and are remitted by Grantee to the taxing authority.

i. "Streets and dedicated easements" means the public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, alleys, all other public rights-of-way and easements, and the public grounds, places or water within the Village.

j. "Subscriber" means a purchaser of any service delivered over the CATV System.

2. Granting of Franchise. The Village hereby grants to Grantee a non-exclusive Franchise for the use of the streets and dedicated easements within the Village for the construction, operation and maintenance of the CATV System, upon the terms and conditions set forth herein.

3. Term. The Franchise shall be for a term of five (5) years, commencing on the effective date of this Ordinance. Subsequent renewals, if any, shall be pursuant to Village approval and to the renewal provisions of the Cable Act as it shall provide. Renewal of this Franchise shall not be granted unless authorized by the Village following an appropriate public proceeding involving public notice and an opportunity for interested parties to participate, during which proceeding the Grantee's past performance, the adequacy of the Franchise's provisions and the consistency of those provisions with applicable law and regulations have been considered.

4. Use of the Streets and Dedicated Easements.

a. Grantee shall have the right to use the streets and dedicated easements of the Village for the construction, operation and maintenance of the CATV System.

b. Grantee, at its own cost, shall have the right pursuant to the provisions of this Ordinance to construct, erect, suspend, install, renew, maintain and otherwise own and operate throughout the streets and dedicated easements of the Village, as now laid out or dedicated and all extensions thereof and additions thereto in the Village, the CATV System, either separately or in conjunction with any public utility operating within the Village. The Franchise shall further include the right, privilege, easement and authority to construct, erect, suspend, install, lay, renew, repair, maintain and operate such poles, wires, cables, underground conduits, manholes, ducts, trenches, fixtures, appliances and appurtenances for the purpose of distribution to inhabitants within the jurisdictional limits of the Village. Without limiting the generality of the foregoing, the Franchise shall and does hereby include the right to repair, replace and enlarge and extend the CATV System, provided that Grantee shall utilize the facilities of utilities whenever practicable. The Grantee shall notify the Village of any planned construction projects, other than routine projects, other than routine cable installation, and furnish the Village with a summary of the planned construction, including maps and drawings.

c. Grantee may, at no cost to the Village, erect, install and maintain on any part of the CATV System such reasonable devices to apprise or warn persons using the streets and dedicated easements of the Village of the existence of such CATV System. Upon at least sixty (60) days'

prior notice from the Village, Grantee agrees to relocate the CATV System at its own expense in the event that the Village or other public entities should improve or widen streets.

d. Grantee shall have the right to remove, trim, cut and keep clear of the CATV System, the trees in and along the streets and dedicated easements of the Village; provided that in the exercise of such right, the Grantee shall not cut, remove, or trim such trees to any greater extent than is necessary for the installation, maintenance and use of the CATV System; provided further that the Grantee will notify the Village of planned tree trimming prior to beginning such trimming. The Grantee will repair, remediate, restore or replace any tree injured or felled in connection with its operations. The Grantee must have the approval of the Village before it removes any tree.

e. Grantee in the exercise of any right granted to it by the Franchise shall, at no cost to the Village, promptly repair or replace any facility or service or condition as required by the Village which Grantee damages, including but not limited to any street or dedicated easement or sewer, electric facility, water main, fire alarm, police communication or traffic control.

f. Within thirty (30) days after the effective date of this Ordinance, Grantee shall provide to the Village a performance bond to guarantee the Grantee's faithful performance of its obligations under this Agreement. This performance bond shall be in a principal sum of Twenty-Five Thousand Dollars (\$25,000).

5. Maintenance of the System.

a. Grantee shall at all times employ ordinary care in the maintenance and operation of the CATV System so as not to endanger the life, health or property of any citizen of the Village or the property of the Village.

b. Grantee shall install and maintain the CATV System so as not to interfere with the equipment of any utility of the Village or any other entity lawfully and rightfully using the streets and dedicated easements of the Village.

c. The CATV System shall at all times be kept in good repair, in a safe and acceptable condition and working order.

d. All conductors, cables, towers, poles and other components of the CATV System shall be located and constructed by Grantee so as to provide minimum interference with access by adjoining property owners to the streets and dedicated easements. Poles or other fixtures of Grantee placed in the streets and dedicated easements shall not interfere with the usual travel on such public way.

e. The Village hereby expressly acknowledges and agrees that Grantee will have the right allowed by law to regularly audit the improper usage of "tapping on" the CATV System. The Village agrees to assist Grantee by protecting Grantee's rights so far as allowed by law to audit its feeder lines and connection lines to prevent improper usage of the CATV System.

6. Service.

a. Grantee shall provide to all residents within the current Village limits of Pesotum cable television service. The system as constructed will have the capacity to offer not less than thirty-six (36) channels, and such other channel capacity as agreed upon by the Village and Grantee.

b. Grantee shall provide Basic Service and one free outlet to each of the following public facilities located within the jurisdictional limits of the Village: Village Hall, Fire Department, Police Department, public libraries, ESDA offices and public schools. No monthly service fee shall be charged for any such outlet. Grantee shall provide Basic Service to new construction hereafter for similar public facilities. The Village reserves the right to provide service to public facilities outside of the Village's jurisdictional limits at its own expense, to the extent such extension is otherwise permitted by this Ordinance and other applicable law.

c. The Grantee shall install, maintain and operate its system in accordance with the standards of the cable communications industry, and in accordance with the code of conduct adopted by the National Cable Television Association in effect on the date hereof and as amended from time to time.

d. The Grantee shall render efficient service in accordance with such rules and regulations as promulgated by the Federal Communications Commission and other federal and state regulatory agencies.

e. The Grantee shall provide a uniform, strong signal, free from distortion and interference, and shall not interrupt services unless absolutely necessary.

f. The Grantee shall provide cable television services which are substantially identical to those services provided under the previous Franchise; provided that said Grantee shall not have to provide any proposed services which have been disapproved by the Federal Communications Commission; provided further that the Grantee shall, upon petitioning the Federal Communications Commission for a certificate of compliance, if any be required, request that said Grantee be allowed to provide all of those services which said Grantee has formally proposed to the Village.

g. In the event of an emergency as declared by the Mayor (President), or disaster, and in conformance with federal law, the Grantee shall upon request of the Mayor make available its emergency alert system to the Village for emergency or disaster services.

h. The Grantee shall maintain an office which shall be open during all usual business hours, have a listed telephone, and be so operated that complaints and requests for repairs or adjustments may be received at any time.

i. The Grantee shall respond to all service calls and correct malfunctions in its equipment as promptly as possible.

7. Franchise Fee.

a. Grantee shall pay to the Village, within forty-five (45) days after each calendar quarter ends, an amount equal to five (5) percent of the Gross Receipts for such calendar quarter.

b. Each year during which the Franchise is in force, Grantee shall file with the Village no later than forty-five (45) days after the end of each calendar quarter a financial statement showing total Gross Receipts derived from the CATV System during such quarter. The Village shall have the right, at its expense, to audit and recompute the books of the Grantee to ensure proper payment of the fees payable hereunder. The Grantee shall also file within ninety (90) days following the end of each fiscal year of the Grantee an annual report prepared and audited by a Certified Public Accountant showing the yearly total gross receipts and payments to the Village and any further relevant financial information in regard to the company as may be required by the Village. Acceptance of any payment by the Village

shall not be construed as a release of or as an accord and satisfaction of any claim the Village might have for further or additional sums payable under this ordinance or for any other performance or obligation of the Grantee hereunder.

8. Books and Records of the Grantee.

a. The Grantee shall have on file with the Village Board an accurate copy of maps and/or plats of the location and character of all existing and proposed installations over, upon, or under the streets or other public ways. These maps and plats shall conform to the requirements of the Village Board, shall be kept continuously up to date, and shall be filed at least quarterly.

b. The Grantee shall file with the Village by February 1 and August 1 each year a current list of its stockholders holding 5% or more of the outstanding stock and officers with their current addresses. These lists must also be included in the Annual Report of the Grantee.

c. All books and records of the Grantee concerning its operations within the Village shall be made available for inspection and audit by the Mayor or his designate within thirty (30) days after any request for such inspection or audit shall be made.

d. Copies of such rules, regulations, terms and conditions established by the Grantee for the conduct of its business shall be filed with the Mayor and at the local office of the Grantee.

e. Copies of all petitions, applications and communications submitted by the Grantee to the Federal Communications Commission, Securities and Exchange Commission, or any other federal or state regulatory commission or agency having jurisdiction in respect to any matter affecting CATV operation, shall also be submitted simultaneously to the Village by filing the same with the Village Attorney.

f. The Village shall keep on file all applications, proposals, or other documents which have been or will be submitted to the Village by persons requesting a franchise to operate a CATV system in the Village.

9. Insurance/Indemnity.

a. At all times during the term of the Franchise, and for such period thereafter as the Grantee owns property in the Village, the Grantee shall obtain, pay all premiums for and maintain

on file with the Mayor or his designee a certificate of insurance or other proof evidencing the payment of premiums for the following:

(i) A general comprehensive public liability insurance policy indemnifying, defending and saving harmless the Village, its officers, boards, commissions, agents, or employees, from any and all claims by any person whatsoever on account of injury to or death of a person or persons occasioned by the construction, operation or maintenance of the Franchise herein granted or alleged to have been so caused or occurred with a minimum liability of \$1,000,000 per bodily injury or death to any one person and \$1,000,000 for bodily injury or death of any two or more persons in any one occurrence, said policies are to include injury coverage;

(ii) Property damage insurance indemnifying, defending and saving harmless the Village, its officers, boards, commissions, agents and employees from and against all claims by any person whatsoever for property damage occasioned by the construction, operation or maintenance of the Franchise herein granted or alleged to have been so caused or occurred with a minimum liability of \$1,000,000 for property damage to any one person and \$1,000,000 for property damage to two or more persons in any one occurrence; and

(iii) Workers' compensation coverage in accordance with Illinois law.

b. All the foregoing insurance contracts shall be in form satisfactory to the Village and shall be issued and maintained by companies authorized to do business in the State of Illinois, acceptable to the Mayor or his designee and carrying a rate of A in Best's Insurance Guide, last published. Such insurance contracts shall require thirty (30) days written notice of any cancellation to both the Village and the Grantee herein.

c. The Grantee shall also, at its sole cost and expense, fully indemnify, defend and hold harmless the Village, its officers, boards, commissions and employees against any and all claims, suits, actions, liability and judgments for damages (including without limitation expenses for reasonable legal fees and disbursements and liabilities assumed by the Village in connection therewith):



(i) Arising out of any claim for invasions of the right of privacy, for defamation of any person, firm or corporation, or the violation or infringement of any copyright, trademark, trade name, service mark or patent, or of any other right of any person, firm or corporation (excluding claims arising out of or relating to Village programming) arising from Grantee's operation of the CATV System; and

(ii) Arising out of the Grantee's failure to comply with the provisions of any federal, state or local statute, ordinance or regulation applicable to the Grantee in its business hereunder.

d. The foregoing indemnity is conditioned upon the following: The Village shall give the Grantee prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section. Nothing herein shall be deemed to prevent the Village from cooperating with the Grantee and participating in the defense of any litigation by its own counsel at its sole cost and expense.

10. Pledge, Assignment of Assets.

a. Grantee may mortgage or pledge the Franchise for financing purposes. Such mortgage or pledge shall not operate to circumvent the provision of subsection b. of this section.

b. Grantee shall not assign or transfer control of the Franchise without first obtaining the express written consent of the Village Board, which consent shall not be unreasonably withheld.

11. Cancellation and Expiration.

a. Unless earlier terminated in accordance with this Ordinance, the Franchise shall expire five (5) years after the effective date of this Ordinance.

b. The Village shall have the right to cancel and terminate the Franchise if Grantee fails to comply in any material respect with the material and substantial provisions of this Ordinance. Cancellation shall be by duly enacted ordinance repealing this Ordinance and terminating the Franchise, adopted after compliance with the following procedures:

(i) The Village Board shall notify Grantee in writing of the alleged failure to comply and shall give Grantee thirty (30) days to correct such failure, or to present facts to refute the alleged failure or persistent failure to comply with this Ordinance.

(ii) At the end of said thirty (30) days, the Village Board shall hold a public hearing to decide if sufficient grounds exist to repeal this Ordinance and terminate the Franchise. Grantee may appear at said hearing and present such testimony and evidence as it deems appropriate with respect to the alleged failure to comply. After such hearing the Village Board may take such action as it deems appropriate to enforce the terms and conditions of this Ordinance, or it may repeal this Ordinance thereby terminating the Franchise, and the decision of the Board shall be binding in all respects upon Grantee.

c. Upon expiration or termination of the Franchise, Grantee agrees to remove the CATV System from the streets and dedicated easements of the Village within a reasonable time thereafter, but in no event more than six (6) months after such expiration or termination.

d. In the event of cancellation or termination of this Franchise, the Grantee shall immediately submit to the Village a financial statement prepared as set forth in paragraph 7.b. showing the Gross Receipts that the Grantee has paid to the Village as required hereunder, and the Grantee shall pay to the Village not later than thirty (30) days following such termination or cancellation, the due percentage of any Gross Receipts owed.

e. In the event any payment is not made on or before the date due, interest on such amount shall accrue from the date due at the rate of fifteen percent (15%) per annum, and the Grantee shall pay attorneys fees, expenses and costs of suit incurred by the Village to collect such sums.

12. Enforcement of Terms and Conditions. Either the Village or Grantee may institute proceedings in a court of competent jurisdiction to enforce the terms and conditions of this Ordinance.

13. Preferential or Discriminatory Practices Prohibited. The Grantee shall not as to rates, charges, service facilities, rules, regulations or any other respect make or grant any undue preference

or advantage to any person or subject any person to undue prejudice or disadvantage, provided, however, connection and service charges may be waived or modified during promotional campaigns of the Grantee.

14. Employment Practices of the Grantee. Equal Opportunity Employment: In the carrying out of the construction, maintenance and operation of his CATV System, the Grantee will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or disability. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or disability. Such action shall include, without limitation, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Grantee shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin or disability.

15. Compliance with Local, State and Federal Law.

a. The Grantee shall construct, operate and maintain the CATV System subject to the supervision of all of the authorities of the Village who have jurisdiction in such matters and in strict compliance with all laws and ordinances.

b. If at any time the powers of the Village Board or any agency or official of the Village are transferred by law to any other board, authority, agency or official, that board, authority, agency or official shall have the power, rights and duties previously vested under this Ordinance or by law in the Village Board or any agency or official of the Village.

c. Notwithstanding any other provisions of this Franchise, the Grantee shall at all times comply with all laws and regulations of the state and federal government or any administrative agency thereof; provided, however, if any such state or federal law or regulation shall require the Grantee to perform any service or shall permit the Grantee to perform any service in conflict with the terms of this

Ordinance or any law or regulation of the Village, then as soon as possible following knowledge thereof, the Grantee shall notify the Mayor of the point of conflict believed to exist between such regulation or law and the laws or regulations of the Village or this Ordinance. If the Village Board determines that a material provision of this Ordinance is affected by such subsequent action, the Board shall have the right to modify any of the provisions herein to such reasonable extent as may be necessary to carry out the full intent and purpose of this Ordinance.

d. The Grantee shall in all respects comply with any and all federal, state and local privacy laws and regulations:

16. Rights Reserved to the Village.

a. The right is hereby reserved to the Village to adopt, in addition to the provisions contained herein and in existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of the police powers; provided that such regulations, by ordinance or otherwise, shall be reasonable and not in conflict with the rights herein granted or governing law.

b. In addition to the specific rights of inspection contained in this Ordinance, the Village shall also have the right to make such inspections as it shall find necessary to insure compliance with the terms of this Ordinance and other pertinent provisions of law.

c. Nothing in this Ordinance shall limit the right of the Village to acquire the cable system of the Grantee through the exercise of eminent domain, condemnation proceedings or otherwise.

17. Failure of Village to Enforce this Franchise No Waiver of the Terms Thereof. The Grantee shall not be excused from complying with any of the terms and conditions of this Franchise by any failure of the Village upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

18. Enforcement.

a. If after receipt of written notice by the registered agent of the Grantee from the Village, the Grantee fails or refuses within a reasonable time to correct any violation of this Ordinance or to perform any duty or obligation imposed upon it by this Ordinance, the Village may recover from the

Grantee for such violation, failure or refusal to perform, a penalty of not less than \$100.00 nor more than \$500.00 in a civil action instituted in the Circuit Court. The amount of penalty shall be determined by the Court. Each day's violation after reasonable time for correction shall constitute a separate offense.

b. In addition to the remedies prescribed in paragraph a. above, the Village may seek relief by way of injunction or mandamus against the Grantee to compel observance of the requirements of this Ordinance to prevent a failure in performance by the Grantee of any of the provisions hereof.

c. The remedies prescribed in paragraph b. above shall be instituted upon a duly adopted resolution of the Village Board directing the Village Attorney to take appropriate action.

d. The remedies prescribed in this Section are cumulative and in addition to the penalty of revocation which is authorized by this Ordinance, and in addition to the Village's other rights and remedies provided by law.

19. Local Office or Agent and Complaint Procedures.

a. The Grantee shall maintain a local business office or agent within or in close proximity to the Village, for receiving, via nontoll telephone calls, inquiries or complaints regarding quality of service, equipment malfunctions, pending disputes and similar matters. Inquiries or complaints shall be received during normal business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday. All complaints and inquiries will be investigated, responded to or acted upon as promptly as practical, and unless circumstances otherwise required, within three (3) days of their receipt. The Grantee shall, by appropriate means, such as a card or brochure, as subscribers are connected or reconnected to the system, furnish information about the procedures for making inquiries and/or complaints, that is, the name, address and local phone number of the Grantee's employee or agent and of the Village's agent to whom such inquiries or complaints may be directed. The Grantee shall maintain a maintenance service log indicating the date and time written complaints are received and resolved, and the nature of the complaint and resolution. This log shall be made available for reasonable inspection by the Village.

b. The Village appoints its Mayor (President) as the official with primary responsibility for the continuing administration of this Franchise and implementation of these complaint

procedures, and its agent to receive inquiries or complaints about the Grantee's operations. The above complaint procedures may be supplemented or amended as deemed necessary during the term of this Franchise by regulations adopted by the Village and the Grantee.

20. Future Technology Review of the System.

a. If requested by the Village, the Grantee shall make an annual presentation to the Village Board regarding the state of technology of the Cable TV system in the Village. The Grantee shall further be required to submit a formal report on cable technology to the Village during the fourth (4th) year of the Franchise term. This report shall describe developments in cable technology, and whether the Grantee plans to incorporate those technological developments into the Village's system. In addition, the report shall describe how, to the Grantee's knowledge, other cable companies have incorporated or are planning to incorporate the technological developments into their systems and their estimated timetable for doing so.

b. Based on this report, the Village may determine that the Village's system or Franchise requirements should be updated, changed, revised, or that additional services should be provided, but only if it would be economically feasible to do so. Economic feasibility shall be determined by the Village and Grantee in good faith following an evaluation of Grantee's financial condition, economic waste, if any, that would occur should the changes be made, the length of term remaining on the Franchise, and the rate on the Grantee's investment (both prior investment and proposed future investment) in the community. Upon the mutual consent of the Village and Grantee, this Agreement shall be amended to incorporate the determinations made as a result of such process.

21. Severability.

a. If any provision of this Ordinance or the application of such provision to any circumstances is held invalid for any reason whatsoever, the remainder of this Ordinance or the application of the provision to other circumstances, shall not be affected thereby.

b. This Ordinance shall be in full force and effect, as provided above, from and after its passage, approval and publication in pamphlet form, as provided by law.

c. Terms of the within ordinance are not intended to be in conflict with provisions of applicable federal, state and local law, and specific provisions hereof which are contrary thereto, shall be invalid.

22. Amendment of the Ordinance. This Ordinance may be amended from time to time by a further ordinance after this ordinance has gone into effect, but no such amendment shall be made without a hearing before the Village Board, and no such amendment shall be binding upon the Grantee unless it agrees in writing to such amendment or modification. Notice shall be given of the time and place of the hearing not more than thirty (30), nor less than fifteen (15), days before the hearing by publishing notice of at least once in a newspaper published, or in general circulation, within the municipality.

23. Notices, Miscellaneous.

a. Every notice served upon the Village shall be delivered or sent by certified mail, return receipt requested, to:

Village Clerk  
P. O. Box 200  
Village of Pesotum, Illinois 61863

and every notice served upon Grantee shall be delivered or sent by certified mail, return receipt requested, to:

Cable TV Fund 14-A, Ltd.  
10th & Lawrence  
P. O. Box 151  
Gibson City, Illinois 60936  
Attn: General Manager

Jones Intercable, Inc.  
P. O. Box 3309  
9697 East Mineral Avenue  
Englewood, Colorado 80155-3309  
Attn: Legal Department

Notice shall be deemed to be received upon mailing.

b. All provisions of this Ordinance shall apply to the respective parties, their successors and assigns.

c. The rights granted by this Ordinance are subject to all franchises and permits heretofore granted by the Village Board of the Village to other public utility or public service operations to use the streets and dedicated easements of the Village. This Ordinance and the Franchise granted herein are not intended to abridge the exercise of the police power heretofore or hereafter granted to the Village by the General Assembly. The grant of the Franchise is subject to all ordinances and resolutions of the Board as the same now exist and the lawful exercise of any power granted to the Village by the General Assembly.

d. If any particular section of this Ordinance shall be held invalid, the remaining provisions and their application shall not be affected thereby.

24. Effective Date. This Ordinance shall take effect on the date adopted by the Village Board.

Passed by the Village Board of the Village of Pesotum, Illinois, on the 20 day of November, 1996.

AYE: Leonard Reinhart, Mahlon Meneley, Jay Bullock, Jeff Ping, Steve Schaefer.  
NAY: \_\_\_\_\_  
ABSENT: Jim Siquich

Elizabeth Barnhart  
Village Clerk of the Village of  
Pesotum, Champaign County, Illinois

APPROVED by the Mayor of the Village of Pesotum, Champaign County, Illinois, this 20 day of November, 1996.

Joseph M. Lecher  
Mayor of the Village of Pesotum,  
Champaign County, Illinois

ATTEST:

Elizabeth Barnhart  
Village Clerk of the Village of  
Pesotum, Champaign County, Illinois

dfj/p/rgb/pesotum/ordinanc/7-25-96