



COUNTY OF KENDALL, ILLINOIS
ECONOMIC DEVELOPMENT & ADMINISTRATION
Kendall County Office Building, 111 W. Fox Street
County Board Rm 209 & 210, Yorkville, IL 60560

Wednesday, July 17, 2024 at 5:30 p.m.

MEETING AGENDA

1. Call to Order
2. Roll Call: Elizabeth Flowers (Chairman), Seth Wormley, Scott Gengler, Brooke Shanley, Dan Koukol
3. ***MOTION (VV)** Approval of Agenda
4. ***MOTION (VV)** Approval of Minutes from June 25, 2024 Committee Meeting (Pg.2)
5. Committee Reports and Updates
 - A. Animal Control Department Update – Director Taylor Cosgrove (Pg.6)
 - B. Emergency Management Agency Update – Director Roger Bonuchi (Pg.16)
 - C. Revolving Loan Status Update (Pg.17)
 - D. Economic Development Update – ED Coordinator Todd Volker (Pg.18)
 - E. KAT Update (Pg.19)
6. New Committee Business
 - A. ***MOTION (Forward to County Board):** Discussion and Approval of Cable Television Francise Agreement by and between County of Kendall and Comcast of Illinois XIII, L.P. (Pg.21)
7. Old Committee Business
 - A. Discussion of Economic Development Priorities
 - B. Discussion of Revolving Loan Fund Program
8. Chairman’s Report
9. Public Comment
10. Executive Session
11. Items for Committee of the Whole
12. Action Items for County Board
13. Adjournment

If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Office at 630-553-4171, a minimum of 24-hours prior to the meeting time

COUNTY OF KENDALL, ILLINOIS
ECONOMIC DEVELOPMENT & ADMINISTRATION COMMITTEE
Meeting Minutes for Tuesday, June 25, 2024, at 5:30 p.m.

Call to Order: The meeting was called to order by Chairman Elizabeth Flowers at 5:30 p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Elizabeth Flowers	Here		
Scott Gengler	Here		
Dan Koukol	Here		
Brooke Shanley	Absent		
Seth Wormley	Absent		

With three (3) members present a quorum was established.

Staff Present: Christina Burns, Latreese Caldwell, Taylor Cosgrove, Brianna Falk, Roger Bonuchi, Todd Volker, Matt Asselmeier,

Approval of Agenda – Member Koukol made a motion to approve the agenda, second by Member Gengler. **With 3 members voting aye, the motion was carried by a vote of 3 - 0.**

Approval of Minutes – Member Gengler made a motion to approve the May 15, 2024, Committee Meeting minutes, second by Member Koukol **With 3 members voting aye, the motion was carried by a vote of 3- 0.**

Committee Reports and Updates

- A. Animal Control Department Update** – Director of Animal Control Taylor Cosgrove spoke to the committee on Animal Controls report for the month of May. Bite reports are low for the month of May, but the number of stray dogs was higher, most of those dogs were reclaimed. Ms. Cosgrove also reported that Kendall County Animal Control has received recognition as a No-Kill Shelter from The Best Friends Network. They received a plaque this week in recognition. To qualify, more than 90% of animals leaving the shelter must leave the shelter alive., Animal Control has exceeded this benchmark.
 Ms. Cosgrove would like to add that there were 2 level 5 bites that were reported in June. A level 5 bite is more severe than a regular bite. Bites are graded on 6 levels, level 1-2 being minor and 5-6 being more aggressive behavior including death. The first bite was from a dog. An investigation is currently in progress with the owner, Animal Control Director and Dr. Schlapp along with the help of the States Attorney’s office. The second bite was from a wild raccoon that was reported by the Kendall County Health Department. Raccoon bites are usually not handled by Animal Control but because this incident was reported by the Health Department, staff will move forward with the report. Staff received lots of donations for food and treats for the animals from the community after posting a Facebook post when the department ran out of food.
- B. Emergency Management Agency Update** – Director of Emergency Management Roger Bonuchi gave a monthly report update. (Page 14 in packet). Mr. Bonuchi spoke about the Youth Academy’s upcoming class. The attendees will be learning how to carry people who are not ambulatory. They will also learn how to search and rescue partially collapsed buildings, search in buildings with no lights along with learning to determine whether a building is safe to enter. The Youth Academy class will also learn disaster psychology, meaning learn how to manage themselves when they see someone who is severely injured or a fatality. Volunteers will be in attendance and assist with the training.

The Command bus is being prepared to attend the Plainfield Festival this weekend. The next event will be on the Fourth of July in Yorkville. A new member will be sworn in during the next meeting.

- C. **Revolving Loan Status Update** - Deputy Administrator Latreese Caldwell directed the committee to page 15 of the packet for the Economic Development Commission loan status ending April 30, 2024. Ms. Caldwell spoke about four outstanding loans now. Three of the four are current and one is on a payment plan.
- D. **Economic Development Update**- Economic Development Coordinator Todd Volker briefed the committee on last month's Economic Development updates. He spoke about the Environmental Summary. Business succession workshops are going well. Chamber directors seem to enjoy them as well. Mr. Volker is looking to set up a farm succession workshop.
- E. **KAT Update** - Deputy Administrator Latreese Caldwell gave a brief update on a new financial report that Kendall County Area Transit sent to Administration (pg. 18).

New Committee Business

A.*MOTION (Forward to County Board): Approval of Kendall Area Transit Vehicle Lease

This lease is an agreement between Kendall and VAC for VAC to utilize our buses. Finance budget analyst, Jennifer Breault, has reached out IDOT to verify the liability is enough coverage for the vehicles. Staff is currently waiting for a response to finalize the agreement.

Member Gengler made a motion for Approval of Kendall Area Transit Vehicle Lease to be forwarded to County Board meeting, second by Member Koukol.

After further discussion Member Gengler made a motion to amend his original motion and made a new motion to forward the Approval of Kendall Area Transit Vehicle Lease to County Board meeting after receiving IDOT recommendations, seconded by Member Koukol. **With 3 members voting aye, the motion was carried by a vote of 3 - 0.**

B.*MOTION (Forward to County Board): Approval of Kendall Area Transit Pass Through Agreement for Public Transportation Financial Assistance Under Section 5310, Section 5311 and Downstate Operating Assistance Program (DOAP)

This agreement is between Kendall County and Voluntary Action Center of Northern Illinois (VAC). The main change to the agreement is that VAC will be receiving 60K a year, and it will be a 3-year term to the agreement

Member Gengler made a motion for Approval of Kendall Area Transit Pass Through Agreement for Public Transportation Financial Assistance Under Section 5310, Section 5311 and Downstate Operating Assistance Program (DOAP) to be forwarded to County Board meeting, second by Member Koukol. **With three (3) members voting aye, the motion was carried by a vote of 3 - 0.**

C.*MOTION (Forward to County Board): Approval of Agreement between Voluntary Action Center and County of Kendall

This grant informs our main source of funds, Section 5310, Section 5311 and DOAP, that VAC will be our operator and notify them of the general requirements they will follow.

Member Gengler made a motion for Approval of Agreement between Voluntary Action Center and County of Kendall to be forwarded to County Board meeting, second by Member Koukol. **With 3 members voting aye, the motion was carried by a vote of 3-0.**

D. *MOTION (Forward to County Board) : Approval of Animal Control Fee Ordinance Review

Ms. Cosgrove spoke about the changes in the fee schedule for impound fees, relinquishing fees and adoption fees. The fee changes round up to an even number.

Member Gengler made a motion for Approval of Animal Control Fee Ordinance to be forwarded to County Board meeting, second by Member Koukol. **With 3 members voting aye, the motion was carried by a vote of 3-0.**

E. *Discussion: Economic Development Priorities

County Administrator, Christina Burns spoke to the committee on Economic Development Priorities. Included in the packet is one of the programs Kendall County is currently working with. The Kendall County Summer Internship Program connects enrolled or recently graduated students seeking career experience to a variety of employers in Kendall County.

F. *Discussion: Revolving Loan Fund Program

Kendall County received funds for a Revolving Loan Fund from the Department of Commerce and Economic Opportunity's Community Development Assistance Program, which was funded from the US Department of Housing and Urban Development Community Development Block Grant. The original RLF funds were restricted to purposes outlined through DCEO and HUD requirements, designed to support businesses. In 2004, DCEO dissolved the program, permitting communities to use their funds as deemed appropriate by the community. The County adopted its current Revolving Loan Fund program in 2019. The fund currently has four small business loans with a total outstanding principal balance of \$210,341.63. One small business loan is currently in default. A fifth RLF loan was given to the City of Minooka for a water main extension for \$750,000, to be paid back as properties connect to the water main. The program's priorities and objectives are to stimulate economic growth in the County through business retention and growth, supporting equity for new businesses, incentivizing businesses to relocate, create and retain jobs, increase the property and sales tax base, and to leverage other sources of capital to support businesses. Staff is in the process of reviewing the application process to ensure we are gathering adequate financial information from applicants, and to better understand their business plans to help reduce the chance of making loans that go into default. Committee members discussed expanding funds for job growth and road studies for development of underutilized land and updating the LRP plan along with small business loans. Mrs. Burns presented ideas for the Committee to consider. The committee would like to further discuss this topic in upcoming meetings.

Old Committee Business – None

Chairman's Report – Member Gengler thanked Todd Volker, Matt Asselmeier and Christina Burns for hosting GCEP at the Pickerell house.

Public Comment – None

Executive Session – None

Items for the Committee of the Whole Meeting – None

Action Items for County Board -

- Approval of Kendall Area Transit Vehicle Lease
- Approval of Kendall Area Transit Pass Through Agreement for Public Transportation Financial Assistance Under Section 5310, Section 5311 and Downstate Operating Assistance Program (DOAP)
- Approval of Agreement between Voluntary Action Center and County of Kendall
- Approval of Animal Control Fee Ordinance Review

Adjournment – Member Gengler made a motion to adjourn, second by Member Koukol.

With 3 members present in agreement; the meeting was adjourned at 6:38p.m.

Respectfully submitted,
Nancy Villa
Administrative Assistant

Kendall County Animal Control

802 John Street
Yorkville IL 60560



Bites between 6/1/2024 and 6/30/2024

<u>Date</u>	<u>Pet Name</u>	<u>animalid</u>	<u>Breed</u>	<u>Vaccinated</u>	<u>Altered</u>	<u>Victim/Owner</u>	<u>Multiple Bites</u>	<u>bite severity</u>	<u> euthanized</u>
06/02/2024	RON	A046512	GERM SHEPHERD / MIX	UTD	ALTERED	VICTIM	YSE	3.5	No
06/02/2024	SASHA	A009724	SHIH TZU	UTD	ALTERED	VICTIM	YES	2	No
06/05/2024	PRESLEY	A028001	SHIH TZU	UTD	ALTERED	VICTIM	NO	2	No
06/05/2024	CHLOE	A046421	LABRADOR RETR / MIX	UTD	UNALTERED	OWNER	NO	2	No
06/07/2024	UNKNOWN	A046448	LABRADOR RETR	NOT UTD	UNALTERED	OWNER	NO	2	No
06/07/2024	VIRGO	A046493	AMER BULLDOG / MIX	NOT UTD	UNALTERED	OWNER	NO	4	No
06/07/2024	MILA	A046494	MALTESE / MIX	UTD	ALTERED	VICTIM	NO	2	No
06/07/2024	UNKNOWN	A046561	DOMESTIC SH	NOT UTD	UNALTERED	VICTIM	UNK	2	No
06/08/2024	DAX	A037339	GERM SHEPHERD / MIX	UTD	ALTERED	OWNER	NO	2	No
06/08/2024	HUNTER	A012494	GERM SHEPHERD / MIX	UTD	ALTERED	OWNER	NO	2	No
06/09/2024	UNKNOWN	A046722	MIXED	NOT UTD	UNALTERED	VICTIM	UNK	2	No
06/12/2024	VALLARD	A046562	LABRADOR RETR / PIT BULL	UTD	ALTERED	VICTIM	NO	3	No
06/12/2024	FERO	A026806	GERM SHEPHERD	UTD	UNALTERED	OWNER	NO	2	No
06/14/2024	GARFIELD	A022185	DOMESTIC SH	UTD	ALTERED	OWNER	NO	2	No
06/14/2024	MAX	A046566	GERM SHEPHERD	UTD	ALTERED	VICTIM	NO	3	No
06/15/2024	CHAPO	A046615	FRENCH BULLDOG	NOT UTD	UNALTERED	OWNER	UNK	2	No
06/15/2024	UNKNOWN	A046704	PIT BULL	NOT UTD	UNALTERED	VICTIM	UNK	2	No
06/15/2024	CANELO	A046590	CHIHUAHUA SH / MIX	UTD	UNALTERED	OWNER	YES	1	No
06/16/2024	DEXTER	A046643	LABRADOR RETR / POODLE STND	NOT UTD	ALTERED	VICTIM	UNK	3	No
06/16/2024	MIKKO	A042660	SIBERIAN HUSKY / MIX	UTD	ALTERED	VICTIM	NO	3	No
06/16/2024	SHITAKE	A046591	SHIBA INU / MIX	NOT UTD	UNALTERED	VICTIM	UNK	2	No
06/17/2024	SHOLA	A046381	DOBERMAN PINSCH	UTD	UNALTERED	VICTIM	NO	4.5	No
06/17/2024	DIAMOND	A046382	DOBERMAN PINSCH	UTD	UNALTERED	VICTIM	NO	4.5	No
06/18/2024	JAX	A046634	PIT BULL / MIX	UTD	ALTERED	VICTIM	NO	3	No
06/18/2024	JAX	A013595	MAINE COON	UTD	ALTERED	OWNER	NO	2	No
06/19/2024	MYLA	A046633	GERM SHEPHERD	NOT UTD	UNALTERED	VICTIM	NO	5	No
06/20/2024	RAINA	A004423	GERM SHEPHERD	UTD	ALTERED	OWNER	NO	2	No
06/23/2024	PUPPY	A046653	SIBERIAN HUSKY	NOT UTD	UNALTERED	VICTIM	NO	2	No

<u>Date</u>	<u>Pet Name</u>	<u>animalid</u>	<u>Breed</u>	<u>Vaccinated</u>	<u>Altered</u>	<u>Victim/Owner</u>	<u>Multiple Bites</u>	<u>bite severity</u>	<u>euthanized</u>
06/24/2024	SAGE	A021539	MIXED	UTD	UNALTERED	VICTIM	NO	2	No
06/25/2024	NALA	A014147	LABRADOR RETR / MIX	UTD	ALTERED	OWNER	NO	2	No
06/25/2024	WOLFGANG	A038875	GERM SHEPHERD	UTD	ALTERED	OWNER	NO	2.5	No
06/26/2024	DAISY	A046657	AMERICAN STAFF	NOT UTD	UNALTERED	OWNER	UNK	2	No
06/29/2024	GUNNER	A039706	LABRADOR RETR / MIX	UTD	ALTERED	OWNER	NO	3	No
06/30/2024	UNKNOWN	A046822	MIXED	NOT UTD	UNALTERED	VICTIM	UNK	UNK	No

Breed	Total
Total	34
CAT	3
DOMESTIC SH	2
MAINE COON	1
DOG	31
AMER BULLDOG / MIX	1
AMERICAN STAFF	1
CHIHUAHUA SH / MIX	1
DOBERMAN PINSCH	2
FRENCH BULLDOG	1
GERM SHEPHERD	5
GERM SHEPHERD / MIX	3
LABRADOR RETR	1
LABRADOR RETR / MIX	3
LABRADOR RETR / PIT BULL	1
LABRADOR RETR / POODLE STND	1

Date Pet Name animalid Breed Vaccinated Altered Victim/Owner Multiple Bites bite severity euthanized

	Total
MALTESE / MIX	1
MIXED	3
PIT BULL	1
PIT BULL / MIX	1
SHIBA INU / MIX	1
SHIH TZU	2
SIBERIAN HUSKY	1
SIBERIAN HUSKY / MIX	1

Average Length Of Stay

6/1/2024 - 6/30/2024

*Statistics based off intakes in listed date range. NON LR includes all non live-releases, such as EU, Escaped, Missing, Died, etc.
Live Releases Only includes Adoption, Relocate, Rescue, RTO and Transfer outcomes. *Fosters not factored into totals.
Formula: (total amount) / (total average)*

CAT	# Animals	Avg Days
ADOPTION	11	17.36
FOSTER*	15	
RTO	4	2.00
TRANSFER	10	8.70
FOSTER		0.00
Total :	40	10.44

DOG	# Animals	Avg Days
ADOPTION	6	10.17
FOSTER*	15	
NON LR	3	13.67
RTO	17	6.41
TRANSFER	9	9.44
FOSTER		0.00
Total :	50	7.46



Kennel Comparisons Statistics

"Intake Comparisons"

6/1/23 to 6/30/23

6/1/24 to 6/30/24

Dogs				
Strays	27	21	↓	22.2 %
Owner Surrenders	11	13	↑	18.2 %
BORN	0	5	↑	500.0 %
CONFISCATE	1	11	↑	1000.0 %
Total Dogs Received:	39	50	↑	28.2 %
Cats				
Strays	31	21	↓	32.3 %
Owner Surrenders	9	20	↑	122.2 %
Total Cats Received:	40	41	↑	2.5 %
Total Intakes:	79	91	↑	15.2 %

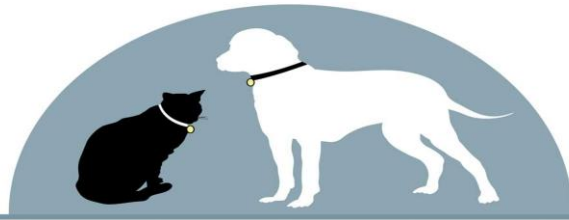
"Outcome Comparisons"

6/1/23 to 6/30/23

6/1/24 to 6/30/24

Dogs				
Adoption	8	7	↓	12.5 %
Euthanasia	0	4	↑	400.0 %
Return to Owner	23	16	↓	30.4 %
DIED	0	1	↑	100.0 %
TRANSFER	2	15	↑	650.0 %
Total Dogs Dispositioned:	33	43	↑	30.30
Cats				
Adoption	10	14	↑	40.0 %
Euthanasia	0	1	↑	100.0 %
Return to Owner	2	5	↑	150.0 %
DIED	2	0	↓	100.0 %
DISPOSAL	2	0	↓	100.0 %
TRANSFER	12	14	↑	16.7 %
Total Cats Dispositioned:	28	34	↑	21.43
Total Outcomes:	61	77	↑	26.2 %

Animals in the Shelter on 7/12/2024	CAT	DOG	Total
	32	28	60



KENDALL COUNTY
ANIMAL CONTROL

Financial Statements FY24
June 2024

KENDALL COUNTY ANIMAL CONTROL FUND #1301
Statement of Revenues And Expenditures
6/30/2024

	CURRENT YEAR				PRIOR YEAR	VARIANCE
	FY24 Budget	June Actual	FY24 YTD	YTD Percent of Budget	FY23 YTD	FY24 YTD v. FY23 YTD
REVENUE						
Fines & Fees	\$ 27,000	6,405	41,543	154%	28,536	\$ 13,007
Miscellaneous	100	-	425	425%	12	413
Donations	5,000	-	29,010	580%	2,968	26,042
Rabies Tags Sold	300,000	17,075	149,441	19%	164,634	(108,300)
Intact Registration Fee	13,000	740	9,205	71%	6,555	2,650
Total Revenue	\$ 345,100	\$ 24,220	\$ 229,624	67%	\$ 202,705	\$ (66,188)
EXPENDITURE						
Salaries - Other	122,204	8,238	56,334	46%	45,998	10,335
Salaries - Administration	6,500	1,154	5,585	86%	3,550	2,035
Sal Animal Control Warden	63,036	4,849	34,185	54%	31,154	3,031
Sal Asst Animal Ctrl Warden	42,432	3,520	24,816	58%	24,992	(176)
Salaries - Overtime	510	83	83	16%	132	(50)
Office Supplies	1,500	15	517	34%	1,027	(509)
Postage	1,600	70	567	35%	1,167	(600)
Training	2,000	-	798	40%	125	673
Cellular Phones	1,200	85	592	49%	591	1
Contractual Services	6,000	-	5,760	96%	363	5,398
Equipment	4,000	196	2,744	69%	1,833	911
Vehicle Maintenance / Repairs	1,600	-	-		1,480	(1,480)
Gasoline / Fuel / Oil	1,000	-	-		633	(633)
Uniforms / Clothing	750	201	201	27%	594	(394)
Refunds	500	-	-		-	
Observation / Disposal	500	-	-		-	-
Microchips	1,850	-	955	52%	1,552	(597)
Volunteers / Public Relations	1,000	47	122	12%	-	122
Rabies Tags	2,500	-	2,422	97%	2,377	45
Transportation Board and Care	7,794	408	4,663	60%	2,273	2,390
Total Operating Expenditure	\$ 268,476	\$ 18,864	\$ 140,342	52%	\$ 119,840	\$ 20,502
TRANSFERS OUT						
Transf. to General Fund	10,000	-	4,866	49%	6,872	(2,006)
Transf. to IMRF Fund	13,160	971	7,155	54%	6,285	870
Transf. to SSI Fund	17,954	1,365	9,836	55%	8,324	1,512
Transf to Animal Cntr Cap Imp	15,000	-	-		-	
Trns. to Health Care Fund	23,785	1,775	8,876	37%	-	
Total Transfers Out	\$ 79,899	\$ 4,112	\$ 30,733	38%	21,481	\$ 376
Total Expenditure & Transfers Out	\$ 348,375	\$ 22,975	\$ 171,075	49%	141,321	\$ 20,878
Total Revenue Over/(Under) Expenditure	\$ (3,275)	\$ 1,245	\$ 58,548	-1788%	\$ 61,384	\$ (2,836)

**KENDALL COUNTY ANIMAL CONTROL FUND #1301
FUND (CASH) BALANCE
FY 2024**

MONTH	FY24 Monthly REVENUE OVER/(UNDER) EXPENSES	FY24 FUND (CASH) BALANCE	FY23 Monthly REVENUE OVER/(UNDER) EXPENSES	FY23 FUND (CASH) BALANCE
Beginning Fund (Cash) Balance		\$ 203,399		\$ 159,329
December-23	\$ (3,135)	200,264	\$ 4,543	163,872
January-24	56,230	256,493	15,569	179,440
February-24	(9,950)	246,543	22,472	201,913
March-24	(3,377)	243,167	5,701	207,614
April-24	8,932	252,098	(10,885)	196,728
May-24	8,604	260,702	9,548	206,277
June-24	1,245	261,947	14,436	220,713
July-24			6,294	227,007
August-24			11,574	238,581
September-24			1,487	240,068
October-24			(8,149)	231,918
November-24			(27,885)	204,033
Year End Adjustment			(634)	203,399
Fund (Cash)	\$ 58,548		\$ 44,070	
YTD Fund Balance		\$ 261,947		\$ 203,399

KENDALL COUNTY ANIMAL CONTROL
Statement of Revenues And Expenditures
6/30/2024

Animal Medical Care Fund #1302

	FY24 Budget	June Actual	YTD Actual	YTD Percent of Budget	Fund Balance
Beginning Balance	\$ 16,300	\$ 18,140			FY13 \$250 FY14 21,935 FY15 33,497
Revenue					FY16 32,810 FY17 32,325 FY18 26,165 FY19 20,132
Donations & Receipts	10	2,514	10,888	108877.1%	FY20 18,939
Total Revenue	10	2,514	10,888	108877.1%	FY21 18,050 FY22 16,300 FY23 18,140
Expenditure					
Animal Medical Care Expenses	3,000	309	3,001	100.0%	
Heartworm Testing	500	-	518	103.5%	
FeLuk/FIV Testing	1,500	-	1,147	76.5%	
Total Expenditure	5,000	309	4,666	93.3%	
Ending Balance	\$ 11,310	\$ 22,156	\$ 6,222		

County Animal Population Control Fund #1309

	FY24 Budget	June Actual	YTD Actual	YTD Percent of Budget	Fund Balance
Beginning Balance	\$ 114,739	\$ 94,959			FY11 \$ 46,246 FY12 60,939 FY13 64,358
Revenue					FY14 71,549 FY15 83,094 FY16 97,935 FY17 106,508
Fees	12,000	1,560	16,335	136.1%	FY18 108,859
Total Revenue	12,000	1,560	16,335	136.1%	FY19 117,265 FY20 115,665 FY21 114,716 FY22 114,739 FY23 94,959
Expenditure					
Spay/Neuter Fees - Targeted Dogs/Cats	10,000	431	2,342	23.4%	
Spay/Neuter Fees - Adopted Dogs/Cats	15,000	2,532	16,123	107.5%	
Total Expenditure	25,000	2,963	18,465	73.9%	
Ending Balance	\$ 101,739	\$ 94,232	\$ (2,130)		

Animal Control Capital Fund #1400

	FY24 Budget	June Actual	YTD Actual	YTD Percent of Budget	Fund Balance
Beginning Balance	\$ 42,131	\$ 60,931			FY11 \$ 87,769 FY12 41,062 FY13 46,762
Expenditure					FY14 51,661 FY15 69,276 FY16 125,571 FY17 134,712 FY18 142,293
Expense - Building Improvements	10,000				FY19 113,553
Capital Expenditure	15,000	-	8,229	54.9%	FY20 3,551 FY21 23,607 FY22 42,131 FY23 60,931
Total Expenditure	25,000	-	8,229	32.9%	
Transfers In					
Transfers In - from Animal Control Fund	15,000	-	-	0.0%	
Total Transfers In	15,000	-	-		
Ending Balance	\$ 32,131	\$ 52,702	\$ (8,229)		

Kendall County Emergency Management Agency

1102 Cornell Lane, Yorkville Illinois 60560

Roger Bonuchi, Director

Tracy Page, Deputy Director

Emergency Management Report

JUNE 2024

○ **KCEMA Operations**

- Presented at the Boulder Hill Neighborhood Watch meeting on June 12th
- Presented at the Kendall County interns meeting on June 13th
- Hosted two evening IAmResponding tutorial meetings to EMA members via TEAMS

○ **CERT Classes**

- June and July KCEMA will host CERT training for the Sheriff's Youth Academy and Oswego. The Oswego classes will be for adults and delivered at the Oswego PD Community Room, one each week (evening) from July 9th through August 28th. The Sheriff's Youth Academy will be hosted in the KCEMA EOC along with a storm spotter class.

○ **Nuclear**

- Although this will occur in July, we're preparing for the bi-annual dosimetry exchange with the State. We have 3 dosimetry kits, one in the EOC, 1 in Platteville and 1 in Newark.

○ **Festival Season**

- The UCP and in some cases, KCEMA volunteers, will be at various summer festivals in the coming months.
 - 06/03/24 – DuPage OHSEM
 - 06/08/24 – SAR Training
 - 06/13/24 – 06/16/24 – Oswego Prairie Fest
 - 06/28/24 – 06/30/24 – Plainfield Fest

○ **Meetings/Training/Volunteers/Details**

- NWS Weather Briefs
- 06/06/24 – IAR tutorial
- 06/10/24 – IAR tutorial
- 6/17/24 – EMA Volunteer business meeting/training
- 06/21/24 Recovery/Resilience Monthly Learning Sessions

Kendall County Economic Development Commission
Loan Status
6/30/2024

Account Name	Last Pymt	A Monthly Payment		Interest Rate	B Total Paid		D Principal Balance	E Bank Totals	
	Loan Date	Principal	Interest		Principal	Interest		Interest Earned	Bank Balance includes I earned
Surplus - EDC BB #815-535								448,873.84	936,087.57
<u>Law Office Corporation</u> Payment: #100/242	6/3/2024	104.34			483.69	95.36			
Loan Status: Midland State Bank	3/11/2015	450.56 <u>120,000.00</u> 120,450.56	1.50%	40,000.22	12,175.92	80,450.34	130.23	52,306.37	
<u>Lucky's Beef N Dogs</u> Payment: #55/176	6/30/2024	225.00			168.31	56.69			
Loan Status: BB 286	5/23/2017	32,086.20	2.90%	8,798.04	3,651.96	23,288.16		14,341.96	
<u>Grace Holistic Center for Education</u> Payment: #34/84	6/30/2024	1,332.63			1,154.66	177.97			
Loan Status: Midland State Bank	5/1/2021	100,000.00	3.25%	35,395.34	8,250.15	64,604.66	80.25	43,725.74	
<u>Camp Mutty Paws</u> Payment: #24/84	5/1/2024	727.10	3.50%	731.60	118.40		22.98	19,191.08	
Loan Status: Midland State Bank	5/1/2022	54,100.00		15,756.18	3,411.92	38,343.82			
Minooka Water Project	2/7/2023		1.00%					750,000.00	
Total Loan Statuses		306,636.76		99,949.78	27,489.95	206,686.98	449,004.07	1,815,652.72	

Total Assets (D +E) 2,022,339.70

MONTHLY REVIEW

Economic Development. July 2024

The past month saw these actions and activities:

- Completion of the Kendall County environmental scan.
- Progress on the *2025 Summer Internship Program*, bringing together young adults with county employers (see documents)
- Details for *Business Succession Workshops* to be held in Yorkville and Oswego in the fall.
- Kendall County hosted the monthly GCEP Project Sponsor meeting at the Pickerill House
- KEDA lunch hosted by Oswego
- Attendance at the Illinois Manufacturers Association Hall of Fame event
- Attendance at the Illinois Manufacturers Extension Center roundtable on workforce development
- Regular maintenance: Sites and buildings database
- Details worked on for the Oct. 18 *Kendall County Job Fair/Career Resource Fair*
- Work with a GCEP proposal response
- Updates to Kendall County information and photography, Illinois Film Office
- Same for Field Studios, Chicago; a film production studio space
- Developed budget information for next year's routine economic development work
- Reviewed Revolving Loan Fund materials with staff
- Surveyed KEDA membership re: county economic development services and activities (in process)
- Continuing regular business retention visits with local ED staff.

Respectfully submitted,
Todd D. Volker

May 2024



of Northern Illinois



Prepared for
Kendall County

Ride Data Report
Voluntary Action Center of Northern Illinois
Wednesday May 01, 2024 - Friday May 31, 2024

Month	Acct	Rides	% Pass Miles	% Pass Hours	% 65 and over	60 to 64	18 to 60	0 to 18	M	F	Amb	Non Amb	Disabled	Esc	Children			
May 24	Kat Cash-OC	44	1.6	364.00	1.5	14.18	1.3	0	0	44	0	37	7	44	0	0	0	0
May 24	KAT-AID	18	0.7	223.00	0.9	12.50	1.2	0	0	18	0	18	0	18	0	0	0	0
May 24	KAT-Cash	539	19.8	3985.00	16.5	172.78	16	0	18	521	0	228	270	503	36	62	14	0
May 24	KAT-Dis	290	10.6	2316.00	9.6	103.67	9.6	0	0	290	0	125	165	240	50	12	6	0
May 24	KAT-FVOAS	74	2.7	1240.00	5.1	56.95	5.3	54	0	20	0	50	24	54	20	42	0	0
May 24	KAT-NoPay	100	3.7	1337.00	5.5	49.47	4.6	6	11	83	0	18	48	58	42	48	5	0
May 24	KAT-OD	172	6.3	3631.00	15	156.18	14.5	0	30	142	0	68	104	146	26	26	0	0
May 24	KAT-SenCash	422	15.5	3235.00	13.4	136.90	12.7	354	68	0	0	165	257	369	53	58	36	0
May 24	KAT-SenOC	2	0.1	6.00	0	0.38	0	2	0	0	0	0	2	2	0	0	0	0
May 24	KAT-SSA	852	31.3	5920.00	24.5	297.03	27.6	758	92	2	0	298	554	718	134	412	43	0
May 24	KAT-SSAOC Res	2	0.1	12.00	0	0.63	0.1	2	0	0	0	0	2	2	0	2	0	0
May 24	KAT-SYC DIS	9	0.3	66.00	0.3	2.92	0.3	0	0	9	0	4	5	9	0	0	0	0
May 24	KAT-SYC GP	11	0.4	52.00	0.2	2.27	0.2	0	0	11	0	3	8	11	0	0	0	0
May 24	KAT-SYC OD	63	2.3	482.00	2	20.15	1.9	0	0	63	0	14	49	19	44	44	0	0
May 24	KAT-SYC Sen	54	2	360.00	1.5	14.20	1.3	52	0	0	0	28	26	41	13	15	0	0
May 24	KAT-SYC VET	25	0.9	155.00	0.6	8.30	0.8	25	0	0	0	0	25	0	25	25	0	0
May 24	KAT-Vet	5	0.2	26.00	0.1	1.50	0.1	5	0	0	0	0	5	0	5	5	0	0
May 24	KAT-WCC	42	1.5	732.00	3	27.17	2.5	0	0	42	0	33	9	42	0	0	0	0
Totals		2724	100%	24142.00	100%	1077.18	100	1258	219	1245	0	1089	1560	2276	448	751	104	0

Dates between 5/1/2024 12:00:00 AM and 5/31/2024 12:00:00 AM; Provider = KAT;



Kendall County Agenda Briefing

Meeting Type: Economic Development and Administration
Meeting Date: 7/17/2024
Subject: Comcast Franchise Agreement Renewal
Prepared by: Christina Burns, County Administrator
Department: Administration

Action Requested:

Forward to County Board for approval of a Cable Television Franchise Agreement By and Between County of Kendall and Comcast of Illinois XIII, L.P.

Board/Committee Review:

NA

Fiscal impact:

NA

Background and Discussion:

The County's current franchise agreement with Comcast expires in October. Comcast is requesting the County enter into a new five-year agreement. The agreement is substantially similar to the one currently in place. Comcast will continue pay a Franchise Fee equal to 5% of annual gross revenues, which is the limit provided for in the Cable Act.

Staff Recommendation:

Approval of a Cable Television Franchise Agreement By and Between County of Kendall and Comcast of Illinois XIII, L.P.

Attachments:

Cable Franchise Agreement by and Between County of Kendall and Comcast of Illinois XIII, L.P.

**CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
The
COUNTY OF KENDALL
And
COMCAST OF ILLINOIS XIII, L.P.**

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the County of Kendall, Illinois (hereinafter, the “County”) and Comcast of Illinois XIII, L.P., (hereinafter, “Grantee”) this ____ day of _____, _____ (the “Effective Date”).

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

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

SECTION 1: Definition of Terms

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

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

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

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

“Cable System” or “System,” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers

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

“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 County, 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 County 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 XIII, L.P.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the County’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 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the “Pasadena Decision,” *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001)*, and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (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.

“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 County.

“Public Way” shall mean 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 County in the Franchise Area, to the extent that the County has the right and authority to authorize, regulate, or permit the location of facilities other than those of the County. Public Way shall not include any real or personal County property that is not specifically described in this definition and shall not include County 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).

“County” means the County of Kendall, Illinois or the lawful successor, transferee, designee, or assignee thereof.

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

SECTION 2: Grant of Authority

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), and 55 ILCS 5/5-1095(a) of the Illinois Counties Code, approving and authorizing the execution of this Agreement, the County 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 five (5) 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 County 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 County pursuant to such police power.

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

2.6. Competitive Equity.

2.6.1. In the event the County 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, 55 ILCS 5/5-1095.

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

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

SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Kendall County's ordinances and resolutions pertaining to construction of utility facilities in the Public Way, 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 County 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 County shall not be considered to be public or private funds.

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

SECTION 4: Service Obligations

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

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

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of

its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

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

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

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

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

4.5. Annexations and New/Planned Developments. In cases of annexation the County 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 County 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 County'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 County may request that Grantee provide Cable Service and the corresponding equipment to the location(s) specified in Attachment A and shall specify the requested level of services and number of outlets for each location. Upon written notice to Grantee, the County may unilaterally amend Attachment A to add or remove locations provided any additional locations are "eligible" under 220 ILCS. 5/22 501(f). The County shall notify Grantee in writing whether it wishes to be invoiced at standard rates as disclosed by Grantee for these services and equipment or to have the charges deducted from the franchise fee payment due pursuant to this franchise. 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 County must become qualified and authorized to activate the EAS, through the authorized State EAS plan. The County agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the County, its employees or agents in using such system.

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

SECTION 5: Oversight and Regulation by County

5.1. Franchise Fees. The Grantee shall pay to the County 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 County 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 County 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 County to increase the Franchise Fee above five percent (5%), and the County actually proposes to increase the Franchise Fee in exercise of such authority, the County may amend the Franchise Fee percentage. Following the determination to increase the Franchise Fee and enactment of an ordinance enabling the same, the County 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 County) to effectuate any changes necessary to begin the collection of such increased Franchise Fee. In the event that the County increases said Franchise Fee, the Grantee shall notify

its Subscribers of the County'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 County 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 County pursuant to the Cable Act, and Section 5-1095 of the Illinois Counties Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the County approves the amendment by ordinance; and (c) the County 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 County and Grantee acknowledge that the audit standards are set forth in the Illinois Counties Code at 55 ILCS 5/5-1095.1 (County Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.2.1 In accordance with 55 ILCS 5/5-1095, the County shall provide on an annual basis, a complete list of addresses within the corporate limits of the County. 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 siting errors.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The County agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the County 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 County 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 County shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the County from and against any claims arising from the County's opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the County 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 County, 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 County, 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 County, 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 County 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 County 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 County 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 County 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 County'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 County certificates of insurance in accordance with County Code.

7.1.1. All coverage shall be at least as broad as the following:

Commercial General Liability ("CGL"): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be \$2,000,000.

Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate. Overall limits of liability may be met through any combination of primary and excess liability policies.

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Grantee has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation Insurance: Insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

The types and amounts of insurance required to be maintained or actually maintained shall not limit or otherwise alter Grantee's obligations hereunder.

7.1.2. Additional Insured Status. The County and its, past, present, and future its officers, officials, and employees, are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Grantee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Grantee's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, forms if later revisions used).

7.1.3. Primary Coverage. For any claims related to this Agreement, Grantee's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the County, its past present and future officers, officials, employees, and volunteers. Any insurance maintained by the County, its past present or future officers, officials, employees, or volunteers shall be excess of the Grantee's insurance and shall not contribute with it.

7.1.4. Claims Made Policies. If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work, (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work, and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Grantee must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

7.1.5. Verification of Coverage. Grantee shall furnish the County Certificates of Insurance evidencing before work begins. However, failure to obtain the required

documents prior to the work beginning shall not waive the Grantee's obligation to provide them.

7.1.6. Subcontractors. Grantee shall require and verify that all subcontractors maintain insurance reasonably appropriate to the scope of each such subcontractor's work.

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

7.2.1. The Grantee shall not indemnify the County for any liabilities, damages, costs or expense resulting from any conduct for which the County, 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 County by reference to the limits of insurance coverage described in this Agreement.

SECTION 8: Enforcement of Franchise

8.1. Notice of Violation or Default. In the event the County 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.

8.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the County's written notice: (A) to respond to the County, 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 County of the steps being taken and the projected date that the cure will be completed.

8.3. 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 County determines that the Grantee is in default of any material provision of the Franchise, the County may:

8.3.1. 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

8.3.2. 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 County 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 County 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 County 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 County shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the County 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 County 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 County's decision.

SECTION 9: Miscellaneous Provisions

9.1. 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.

9.2. 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 County:

Kendall County, Illinois
111 Fox Street
Yorkville, Illinois 60560
ATTN: County Administrator

With copy sent to:

Kendall County State's Attorney
807 W. John Street
Yorkville, Illinois 60560

To the Grantee:

Comcast
2001 York Road
Oak Brook, Illinois 60523
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.

9.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the County 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.

9.3.1. The County 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.

9.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

9.5. 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.

9.6. 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, Kendall 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.

9.7. 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 County and the Grantee, which amendment shall be authorized on behalf of the County through the adoption of an appropriate ordinance or resolution by the County, as required by applicable law.

9.8. 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.

9.9. 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.

9.10. 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.

9.11. Authority to Sign Agreement. Grantee warrants to the County 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 County that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

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

For the County of Kendall:

By: _____

Name: _____

Title: _____

Date: _____

For Comcast of XIII, L.P.:

By: _____

Name: Chris Smith

Title: Regional Senior Vice President

Date: _____