
ORDINANCE NO. 23-24-31

*An Ordinance Authorizing the Village of Johnsburg
to Enter into a Cable Television Franchise Agreement with Comcast of
California/Colorado/Illinois/Indiana/Michigan, LLC*

AN ORDINANCE PASSED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF JOHNSBURG
AT A SPECIAL MEETING ON FEBRUARY 6, 2024
PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF JOHNSBURG

President

Edwin P. Hettermann

Board of Trustees

Beth Foreman
Mike Fouke
Josh Hagen
Greg Klemstein
Jamie Morris
Scott Letzter

Village Administrator

Claudett Sofiakis

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An Ordinance Authorizing the Village of Johnsburg to Enter into a Cable Television Franchise Agreement with Comcast of California/Colorado/Illinois/Indiana/Michigan, LLC

WHEREAS, the Village of Johnsburg, an Illinois municipal corporation (the "Village") has negotiated and wishes to enter into a Cable Television Franchise Agreement (the "Agreement") with Comcast of California/Colorado/Illinois/Indiana/Michigan, LLC ("Comcast"). The Agreement is attached hereto as Exhibit A; and

WHEREAS, it would be in the best interests of the Village to enter into the Agreement with Comcast.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Johnsburg, McHenry County, Illinois, as follows:

SECTION 1: That the Agreement attached hereto as Exhibit A, is hereby approved and the President is authorized to execute same on behalf of the Village and the Village Clerk is authorized to attest such signature and apply the Village seal to same.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

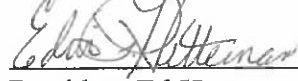
Ayes: Trustees Foreman, Fouke, Hagen, Klemstein, Letzter and Morris

Nays: None

Absent: None

Abstain: None

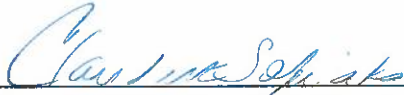
APPROVED:



President Ed Hettermann

(SEAL)

ATTEST:



Village Clerk Claudett Sofiakis

Passed: February 6, 2024

Approved: February 6, 2024

Published: February 6, 2024

CABLE TELEVISION FRANCHISE AGREEMENT

BY AND BETWEEN THE

VILLAGE OF JOHNSBURG, ILLINOIS

AND

COMCAST OF CALIFORNIA/COLORADO/

ILLINOIS/INDIANA/MICHIGAN, LLC

THIS FRANCHISE AGREEMENT (hereinafter, the "Agreement" or "Franchise Agreement") is made between the Village of Johnsburg, Illinois (hereinafter, the "Village"), an Illinois municipal corporation and Comcast of California/Colorado/Illinois/Indiana/Michigan, LLC (hereinafter, "Grantee"), this 21st day of May, 2024 (the "Effective Date").

The Village, having determined that the financial, legal and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the Village, 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 and shall be governed by the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. Sections 521 *et seq.*, and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with Cable Act shall be deemed to be preempted and superseded.

Article I – Franchise Hereby Granted

a. The Village hereby agrees to permit the Grantee to construct, operate and maintain a cable system in the Village subject to the terms and provisions of the Village's generally applicable ordinances governing the streets and rights of way of the Village.

b. The Village hereby agrees that, provided the Grantee is in compliance with all generally applicable Village codes and ordinances, this Franchise Agreement shall be effective for a period of five (5) years from and after the Effective Date.

Article II – Operations within the Village's Rights of Way

a. The Grantee hereby agrees to occupy the rights of way in accordance with the terms and provisions of Illinois State law and the Village's generally applicable ordinances governing the streets and rights of way of the Village including, but not limited to, the provisions of Chapter 33 of the Johnsburg Village Code governing Public Ways and Property, as currently in effect and as may be subsequently amended.

b. The Grantee shall at all times maintain insurance and shall provide the Village with certificates of insurance in accordance with the provisions of Chapter 33 of the Johnsbury Village Code governing Public Ways and Property, as currently in effect and as may be subsequently amended. Said certificates of insurance shall name the Village and its elected and appointed officers, officials, agents and employees as an additional insured.

Article III – Franchise Fee

a. The Grantee shall pay a franchise fee to the Village for the privilege of operating in the Village's rights of way in a manner consistent with the provisions of the Cable Communications Policy Act of 1984, as now in effect and as may be subsequently amended from time to time. The franchise fee shall be 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 Village, and 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. The Village hereby agrees that the total franchise fee, as interpreted under the Cable Communications Policy Act of 1984, shall not exceed the greater of the percentage of fees any other video service provider, under state authorization or otherwise, providing service in the Franchise Area pays to the Village.

b. As used in this agreement, gross revenue means the cable service revenue derived by the Grantee from the operation of the cable system in the Village's Rights of Way to provide cable services, calculated in accordance with generally accepted accounting principles. Gross revenues shall also include such revenue sources from the provision of cable service as may now exist or hereafter develop from or in connection with the operation of the cable system within the Village, provided that such revenues, fees, receipts, or charges may lawfully be included in the gross revenue base for purposes of computing the Village's permissible franchise fee under the Cable Communications Policy Act of 1984, as may be amended from time to time.

c. The Village and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

d. In accordance with 65 ILCS 5/11-42-11.05 (k), the Village shall provide on an annual basis, a complete list of addresses within the corporate limits of the Village. If an address is not included in the list or if no list is provided, the Grantee shall be held harmless for any franchise fee underpayments (including penalty and interest) from siting errors.

Article IV – Cable Communications Policy Act of 1984

Nothing in this Agreement shall be construed to limit, in any way, the Grantee's rights or responsibilities under the Cable Communication Policy Act of 1984, as amended and the renewal of this Agreement shall be governed by that Act.

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 Village of Johnsburg, Illinois:

**For Comcast of California/Colorado/
Illinois/ Indiana/Michigan, LLC:**

By *Edo Pettanow*

By: _____

Title *Village President*

Title: _____

CERTIFICATION

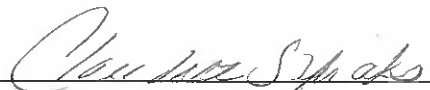
I, CLAUDETT SOFIAKIS, do hereby certify that I am the duly appointed, acting and qualified Clerk of the Village of Johnsburg, McHenry County, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the President and Board of Trustees of said Village of Johnsburg.

I do hereby further certify that at a regular meeting of the President and Board of Trustees of the Village of Johnsburg, held on the 6th day of February, 2024, the foregoing Ordinance entitled *An Ordinance Authorizing the Village of Johnsburg to Enter into a Cable Television Franchise Agreement with Comcast of California/Colorado/Illinois/Indiana/Michigan, LLC* was duly passed by the President and Board of Trustees of the Village of Johnsburg.

The pamphlet form of Ordinance No.23-24-31, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was available from the Village Clerk, commencing on the 6th day of February, 2024, and will continue for at least 10 days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the Village Clerk.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said Village for safekeeping, and that I am the lawful custodian and keeper of the same.

Given under my hand and the official seal of the Village of Johnsburg this 6th day of February, 2024.



Claudett Sofiakis, Village Clerk
Village of Johnsburg,
McHenry County, Illinois

(SEAL)