



EST. 1960

# Willowbrook

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## AGENDA

REGULAR MEETING OF THE FINANCE AND ADMINISTRATION  
COMMITTEE OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON  
MONDAY, MAY 11, 2015, AT 6:00 P.M. AT THE VILLAGE POLICE  
STATION BUILDING, 7760 QUINCY STREET, IN THE VILLAGE OF  
WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF MINUTES:
  - a) April 13, 2015 Regular Meeting of the Finance & Administration Committee
4. DISCUSSION – Comcast Cable Franchise Renewal Agreement
5. REPORT – Monthly Disbursement Reports – April 2015
6. REPORT – Sales Tax, Income Tax, Utility Tax, Places of Eating Tax, Fines, Red Light Fines, Building Permits, Water Revenues, Hotel/Motel Tax and Motor Fuel Tax
7. VISITOR'S BUSINESS
8. COMMUNICATIONS
9. ADJOURNMENT

### Mayor

Frank A. Trilla

### Village Clerk

Leroy R. Hansen

### Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Gayle Neal

Paul Oggerino

### Village Administrator

Tim Halik

### Chief of Police

Mark Shelton



Proud Member of the  
Illinois Route 66 Scenic Byway

MINUTES OF THE REGULAR FINANCE AND ADMINISTRATION COMMITTEE MEETING OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, APRIL 13, 2015 AT 6:00 P.M. IN THE VILLAGE POLICE STATION BUILDING, 7760 QUINCY STREET, WILLOWBROOK, ILLINOIS.

**1. CALL TO ORDER**

The meeting was called to order by Trustee Davi at 6:02 p.m.

**2. ROLL CALL**

Those present at roll call were Trustee Umberto Davi, Trustee Paul Oggerino and Interim Director of Finance Carrie Dittman.

**3. APPROVAL OF MINUTES**

Minutes of the Regular Finance/Administration Committee held on Monday, March 9, 2015 were reviewed.

Motion to approve made by Trustee Davi. Motion carried.

**4. DISCUSSION - Village Hotel Tax Rate Increase**

Interim Director of Finance Carrie Dittman discussed that there are four (4) hotels in town. On October 1, 1986 the Village established a local 1% hotel occupancy tax, which generates about \$67,000 of revenue annually in the Hotel/Motel Tax Fund. The revenue is restricted to tourism promotion within the Village.

Since the Village's largest hotel, the Willowbrook Inn, was sold in August 2013 and renovations on that hotel have begun, the tax revenue generated by all Village hotels has dropped to about \$45,000 annually. The issue was discussed at the January 28, 2015 Hotel/Motel Tax Advisory Committee meeting and at least one hotel was in support of a tax rate increase to ensure that adequate revenue is available to promote tourism in the Village.

Based upon a survey conducted by the DuPage Convention and Visitors Bureau, Willowbrook has the lowest tax rate of all neighboring communities. As a non-home rule community, the most the Village can raise the tax rate to is 5%, which is comparable to other nearby municipalities. Increasing the rate to 5% will raise an additional \$180,000 of revenue to expand promotional opportunities. The rate increase would be effective on June 1, 2015.

Trustee Davi and Trustee Oggerino noted that the committee was in favor of the proposed increase and that staff should proceed to present this information to the Village board.

**5. REPORT - Monthly Disbursement Reports - March 2015**

The Committee reviewed and highlighted the items below for the month of March.

- Total cash outlay for all Village funds - \$858,059 (fiscal year to date is \$12,402,386)
- Payroll for active employees including all funds - \$293,374. Payroll year to date total is \$3,655,554.

- Ave. daily outlay of cash for all Village funds - \$27,679 (fiscal year to date average is \$36,949)
- Ave. daily expenditures for the General Fund - \$17,084 (fiscal year to date average is \$21,469)

**6. REPORT - Sales Tax, Income Tax, Utility Tax, Places of Eating Tax, Fines, Red Light Fines, Building Permits, Water Revenues, Hotel/Motel Tax and Motor Fuel Tax**

All revenues are for collections through March 31, 2015.

- Sales tax receipts - \$3,426,262 up .47% from the prior year, 6.2% over budget
- Income Tax receipts - \$743,830 down .69% compared to the prior year, 5.0% over budget. Interim Director Dittman noted that the State of Illinois is 2 months behind in remittances.
- Utility tax receipts - \$955,802 down 6.4% from the prior year, 1.7% under budget, consisting of:
  - Telecomm tax - \$384,919, down 15.0%. As noted previously, decline is largely due to the State of IL recouping about \$32,000 over several monthly payments beginning August 2014 due to a lawsuit the state lost with a phone company. The state has been reclaiming prior distributions from all participating municipalities that had received such funds, so Willowbrook is among many other towns experiencing the revenue shortfall this year.
  - Northern IL gas - \$168,010, up 13.4%
  - ComEd - \$405,864, down 4.2%
- Places of Eating Tax receipts - \$456,904 up 6.86% compared to the prior year, 11.5% over budget
- Fines - \$164,019 up 16.66% compared with the prior year, 19.71% over budget.
- Red Light Fines - \$584,091 down 20.38% from the record-breaking prior year receipts, but still 16.1% over budget (we have already exceeded this year's budgeted revenue by \$44,091)
- Building Permit receipts - \$334,671 up 44.27% from the prior year. We have exceeded permit revenue budget by \$159,671. The month of March includes 2 permits to Whole Foods for their renovation, which totaled \$83,056.
- Water sales receipts - \$2,758,069 up 7.95% from the prior year, 11.85% under budget

Interim Director Dittman noted that the 12% increase the Village implemented at 1/1/15 (due to a higher increase imposed on the Village by the DuPage Water Commission) is now being realized

beginning with the February collections.

- Hotel/Motel Tax receipts - \$45,520 down 14.95% compared with the prior year, 19.3% below budget. One hotel is one month behind in remittances.
- Motor Fuel Tax receipts - \$275,184 up 17.06% compared with the prior year, 20.4% over budget. Receipts to date include 2 disbursements of the State of IL's Capital Bill, each \$38,941, and in the past we have received one per fiscal year.

The reports above were approved by Trustee Davi.

**7. VISITOR'S BUSINESS**

There were no visitors present at the meeting.

**8. COMMUNICATIONS**

There were no communications received.

**9. ADJOURNMENT**

Motion to adjourn was made by Trustee Oggerino.

The meeting was adjourned at 6:29 p.m.

(Minutes transcribed by: Carrie Dittman, 4/27/2015)

**FINANCE & ADMINISTRATION COMMITTEE MEETING  
AGENDA ITEM SUMMARY SHEET**

**AGENDA ITEM DESCRIPTION**

**DISCUSSION – COMCAST CABLE FRANCHISE RENEWAL AGREEMENT**

**COMMITTEE REVIEW**

- Finance/Administration
- Municipal Services
- Public Safety

Meeting Date:

May 11, 2015

- |   |   |
|---|---|
| <input type="checkbox"/> Discussion Only  | <input checked="" type="checkbox"/> Approval of Staff Recommendation (for consideration by Village Board at a later date) |
| <input type="checkbox"/> Seeking Feedback | <input type="checkbox"/> Approval of Staff Recommendation (for <u>immediate</u> consideration by Village Board)           |
| <input type="checkbox"/> Regular Report   | <input type="checkbox"/> Report/documents requested by Committee  |

**BACKGROUND**

Willowbrook's fifteen (15) year franchise agreement with Comcast Cable will expire this month. The Village's original franchise agreement with Media One was negotiated jointly between the villages of Willowbrook, Clarendon Hills, Burr Ridge, and Hinsdale in 1986. A franchise agreement renewal was then negotiated and approved by the Village Board in May of 2000. In 2002, the Village consented, via resolution, to the change of control from Media One to Comcast. In 2012, the four (4) towns notified Comcast that we wished to again jointly negotiate a renewal agreement prior to the expiration of the current agreement.

A meeting was held in Burr Ridge on September 10, 2014 to begin the renewal process. A model Comcast Franchise agreement had since been negotiated by the Metropolitan Mayors Caucus (MMC). This agreement is the format that Comcast will base its renewal on. The four (4) towns also agreed to hire an attorney to represent us all during our negotiations with Comcast. On September 22, 2014, the Village Board approved the hiring of the law firm Klein, Thorpe & Jenkins (KTJ) for this purpose. One of the attorney's at KTJ participated in the model franchise agreement negotiations with the MMC, and is very familiar with the issues.

**REQUEST FOR FEEDBACK**

Meetings were held between the four (4) towns and our legal counsel to review and discuss various provisions in both our existing agreement and the MMC model agreement, along with current state and federal laws regulating cable providers. A draft agreement was assembled based on the model agreement negotiated by the MMC. This agreement was forwarded to Comcast and a meeting occurred on February 25, 2015 to further discuss. Although the village's requested consideration of various additional items and language from Comcast, the majority of these items were denied due to them being inconsistent with state law and franchise agreements already approved with other jurisdictions. In addition, various language and provisions requested by Comcast were also denied due to determinations that they were not in the best interest of the village's. However, the final agreement reached does include a ten (10) year term, a quarterly franchise fee of 5% of gross revenues, compliance with customer service standards, indemnification and insurance requirements, and the continuation of a Village Public Educational and Government (PEG) channel.

**STAFF RECOMMENDATION**

Staff will be prepared to answer any questions the Committee may have on this item during the meeting. If the Committee recommends approval of this renewal agreement, the items will be placed on the Board agenda for the regular meeting on May 25, 2015 for consideration.



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**MEMORANDUM**

**TO: Timothy Halik, Village Administrator, Village of Willowbrook**  
**FROM: Gregory T. Smith, Klein, Thorpe & Jenkins, Ltd.**  
**DATE: April 21, 2015**  
**RE: Renewal of Comcast Franchise Agreement**

We have negotiated a renewal of the Village's cable television franchise agreement ("Franchise Agreement") with Comcast of Illinois VI, LLC ("Comcast"), a copy of the proposed Franchise Agreement is enclosed. Also enclosed is a resolution for adoption of the Franchise Agreement for consideration and action by the Village's corporate authorities.

The Franchise Agreement is based on a template agreement negotiated between the Metropolitan Mayors' Caucus ("MMC") and Comcast. I was part of the negotiation team for the MMC, and helped negotiate the template upon which the enclosed Franchise Agreement is based. The template was further tailored for the Village through my negotiations with Comcast on behalf of a consortium consisting of the Villages of Burr Ridge, Clarendon Hills, Hinsdale, and Willowbrook.

The Franchise Agreement sets forth the terms on which Comcast may use the Village's rights of way to install and maintain its equipment needed to provide cable television services to customers in the Village.

Significant terms in the enclosed Franchise Agreement include:

1. Term. The Franchise Agreement will be in effect for ten (10) years (Section 2.2, page 4).
2. Operation in the Rights of Way. The Village grants Comcast the right to operate a cable system using the Village's rights of way, subject to the Village's rights of way ordinance (Section 2.1, page 4).
3. Franchise Fee. The Village will receive a fee of Five Percent (5%) of Comcast's gross revenue for cable service sold in the Village, known as the "franchise fee." The Franchise Agreement sets forth the terms on which the franchise fee is made, and upon which the Village may audit Comcast's payment of it (Section 5.1, page 7 and Section 5.2, page 8).
4. Complimentary Service. Comcast will provide complimentary cable television service to the Village in eligible Village buildings (Section 4.6.1, pages 6-7).
5. Customer Service Standards. Comcast must comply with the customer service standards set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501, *et seq.* The Village enforces the customer service standards. Enclosed is an ordinance adopting the standards, so the Village may pursue Comcast if it

fails to meet the customer service standards of the Cable and Video Customer Protection Law. We can assist the Village with prosecuting violations of the customer service standards if the Village receives complaints about such service.

6. Indemnification and Insurance. Comcast will indemnify, defend and hold harmless the Village from any injuries, illnesses, deaths, or claims arising out of Comcast's operation of its cable system in the Village, including in circumstances where Comcast designates information as proprietary or confidential pursuant to the Illinois Freedom of Information Act (Section 7.2, page 10, and Section 5.3, pages 8-9). Comcast is required to maintain the insurance policies and coverages required in the Village's Rights of Way Ordinance (Section 7.1, page 10).
7. PEG Channel. Comcast is required to continue to provide the one (1) Public Educational and Government ("PEG") channel currently used by the Village (Section 8.1, pages 10-11). Comcast is required to provide a second PEG channel on one hundred eighty (180) days notice if the current PEG channel is sufficiently utilized (Section 8.1, pages 10-11). The PEG channel could be used by the Village, other units of government, and the community, for public access non-commercial broadcasting purposes (Section 8.2, page 11).
8. PEG Capital Fee. The Village may require Comcast to collect up to thirty-five cents (\$0.35) per customer per month to fund capital expenses of the Village's PEG programming system, such as the construction of a television studio (Section 8.5, pages 11-12). Capital expenditures could include, but are not limited to, purchases of equipment, construction costs for a broadcast studio, and so on. Be advised that the Franchise Agreement does not implement the collection of this fee at this time. The Village would have to send written notice to Comcast to initiate the collection of the fee.
9. Adopting Resolution. After adoption of the resolution approving the Franchise Agreement, and before the Franchise Agreement is signed, please insert the number of resolution in the blank space provided in Section 2.1.

The Mayor and Board of Trustees should first consider and approve the enclosed ordinance adopting the Cable and Video Customer Protection Law customer service standards, and then the resolution approving the Franchise Agreement. The order of approval is important because the Franchise Agreement, in Section 4.8, includes a reference to the to-be-approved Cable and Video Customer Protection Law customer service standards. The approvals may occur at the same meeting.

Please contact me if I can be of further assistance.

Enclosures

**VILLAGE OF WILLOWBROOK**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING TITLE 13 (COMMUNITY ANTENNA TELEVISION SYSTEMS) CHAPTER 1 (CABLE COMMUNICATIONS) SECTION 54 (CONSUMER PROTECTION AND CUSTOMER SERVICE PROVISIONS) OF THE VILLAGE CODE OF WILLOWBROOK RELATIVE TO CABLE AND VIDEO CUSTOMER SERVICE OBLIGATIONS**

**BE IT ORDAINED** by the President and Board of Trustees of the Village of Willowbrook, DuPage County and the State of Illinois, as follows:

**SECTION 1:** Recitals. The foregoing recitals are incorporated into this Ordinance by this reference.

**SECTION 2:** Section 54, entitled “Consumer Protection and Customer Service Provisions”, of Chapter 1, entitled “Cable Communications,” of Title 13, entitled “Community Antenna Television Systems,” of the Village Code of Willowbrook, is hereby amended to read in its entirety as follows:

**“SECTION 13-1-54: CONSUMER PROTECTION AND CUSTOMER SERVICE PROVISIONS:**

A. Adoption: The regulations of the Cable and Video Customer Protection Law, 220 ILCS 5/70-501, as amended, including the definitions therein, are hereby adopted by reference and made applicable to the cable or video providers offering services within the Village’s boundaries.

B. Amendments: Any amendment to the Cable and Video Customer Protection Law that becomes effective after the effective date of this Section shall be incorporated into this Section by reference and shall be applicable to cable or video providers offering services within the Village boundaries. However, any amendment that makes its provisions optional for adoption by municipalities shall not be incorporated into this Section by reference without formal action by the Corporate Authorities of the Village.

C. Enforcement: The Village does hereby, pursuant to law, declare its intent to enforce all of the customer service and privacy protection standards of the Cable and Video Protection Law with respect to complaints received from residents within the Village.

D. Penalties: The Village, pursuant to 220 ILCS 5/70-501(r)(1), does hereby provide for a schedule of penalties for any material breach of the Cable And Video Protection Law by cable or video providers in addition to the penalties provided in the

law. The monetary penalties shall apply on a competitively neutral basis and shall not exceed Seven Hundred Fifty and No/100 dollars (\$750.00) for each day of the material breach, and shall not exceed Twenty-Five Thousand and No/100 dollars (\$25,000.00) for each occurrence of a material breach per customer. In this regard:

1. Material breach means any substantial failure of a cable or video provider to comply with service quality and other standards specified in any provision of the law.

2. The Village shall give the cable or video provider written notice of any alleged material breaches of the law and allow such provider at least thirty (30) days from the receipt of the notice to remedy the specified material breach.

3. A material breach, for the purposes of assuming penalties, shall be deemed to occur for each day that a material breach has not been remedied by the cable or video service provider after receipt of the notice as provided for in Subsection 13-1-54(D)(2) above.

E. Customer Credits: The Village hereby adopts the schedule of customer credits for violations as set forth in the Cable and Video Customer Protection Law. Those credits shall be as provided for in the provisions of 220 ILCS 5/70-501(s) and applied on the statement issued to the customer for the next billing cycle following the violation or following the discovery of the violation. The cable or video provider is responsible for providing the credits and the customer is under no obligation to request the credit.”

**SECTION 3:** Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

**SECTION 4:** Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** by me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, and attested to by the Village Clerk this same day.

\_\_\_\_\_  
Village Mayor

**ATTEST:**

\_\_\_\_\_  
Village Clerk

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING  
A CABLE TELEVISION FRANCHISE AGREEMENT  
BY AND BETWEEN THE VILLAGE OF WILLOWBROOK  
AND COMCAST OF ILLINOIS VI, LLC**

**WHEREAS**, the Village of Willowbrook (“Village”) is a municipal corporation organized pursuant to Illinois law; and

**WHEREAS**, the Village and Comcast of Illinois VI, LLC (“Comcast”) have negotiated a new ten (10) year, non-exclusive cable franchise agreement that is entitled, “Cable Franchise Agreement By And Between The Village Of Willowbrook And Comcast of Illinois VI, LLC,” a copy of which is attached hereto as **EXHIBIT A** and made a part hereof (“Franchise Agreement”); and

**WHEREAS**, the Village and Comcast desire to adopt the Franchise Agreement and to terminate and supersede any prior franchise agreement now in effect between them upon execution by the Village and Comcast of the Franchise Agreement; and

**WHEREAS**, Comcast has agreed to enter into the attached Franchise Agreement; and

**WHEREAS**, pursuant to 47 U.S.C. § 541(a) and 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, the Village has the authority to grant a non-exclusive cable television franchise to Comcast to construct, operate and maintain a cable television system in the Village; and

**WHEREAS**, the Mayor and Board of Trustees have determined that it is in the best interests of the health, safety and welfare of the residents, the property owners, the businesses and the public interest of the Village that the attached Franchise Agreement be approved and entered into with Comcast.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** Each recital above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

**SECTION 2:** The Mayor and Board of Trustees of the Village of Willowbrook approve the Franchise Agreement. The Mayor and Board of Trustees of the Village of Willowbrook further authorize and direct the Mayor and Village Clerk, or their designees, to execute the Franchise Agreement and to execute and deliver all other instruments and documents that are necessary to fulfill the Village’s obligations under the Franchise Agreement.

**SECTION 3:** This Resolution shall be in full force and effect from and after its passage and approval according to law.

Adopted by the Village Council of the Village of Willowbrook, Illinois this \_\_\_\_ day  
of \_\_\_\_\_, 2015.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

Approved by me this \_\_\_\_ day  
of \_\_\_\_\_ A.D. 2015

\_\_\_\_\_  
Village Mayor

Attest:

\_\_\_\_\_  
Village Clerk

**EXHIBIT A**

**COMCAST FRANCHISE AGREEMENT**

(attached)

**CABLE TELEVISION FRANCHISE AGREEMENT  
BY AND BETWEEN  
THE  
VILLAGE OF WILLOWBROOK  
AND  
COMCAST OF ILLINOIS VI, LLC**

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the Village of Willowbrook, Illinois (hereinafter, the “Village”) and Comcast of Illinois VI, LLC, (hereinafter, “Grantee”) this \_\_\_\_ day of \_\_\_\_\_, 2015 (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 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 Code, as amended from time to time; provided that any provisions of the Illinois Municipal 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 Village, 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 Village 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 VI, LLC.

“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 Village’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 (5<sup>th</sup> 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 Village.

“Public, Educational and Governmental (PEG) Access Channel” shall mean a video Channel designated for non-commercial use by the Village, the public, and/or educational institutions such as public or private schools, but not “home schools,” community colleges, and universities.

“Public, Educational and Government (PEG) Access Programming” shall mean non-commercial programming produced in accordance with 47 U.S.C. 531.

“Public Way” shall mean, pursuant and in addition to the definition of “Public Way” in the Village’s Placement of Public Facilities in the Public Way Ordinance, in Section 4-6-2(A)(2) of the Willowbrook Village Code, 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 Village in the Franchise Area, to the extent that the Village has the right and authority to authorize, regulate, or permit the location of facilities other than those of the Village. Public Way shall not include any real or personal Village property that is not specifically described in this definition and shall not include Village 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).

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

“Village” means the Village of Willowbrook, Illinois or the lawful successor, transferee, designee, or assignee thereof.

## **SECTION 2: Grant of Authority**

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, and Resolution No. \_\_\_\_\_ approving and authorizing the execution of this Agreement, the Village 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 ten (10) 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 Village 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 Village pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Village 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 Village, or (C) be construed as a waiver or release of the rights of the Village in and to the Public Ways.

### 2.6. Competitive Equity.

2.6.1. In the event the Village 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, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the Village proposing to serve the Franchise Area, in whole or in part, the Village shall to the extent permitted by law notify the Grantee, or require the Grantee to be notified, within thirty (30) days of receipt of such an application, and include a copy of such application.

### **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 Section 4-6-2, entitled "Placement of Facilities in the Public Way," of the Willowbrook Village Code, 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 Village 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 Village 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 Village in conducting inspections related to these standards upon reasonable prior written request from the Village based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the Village 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 Village 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 Village'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 Village and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary Basic Cable Service and a free

Standard Installation at one outlet to all eligible buildings as defined in said state statute. 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. Should the Village become qualified and authorized to activate the EAS, the Grantee shall provide instructions on the access and use of the EAS by the Village to the Village on an annual basis. The Village agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the Village, its employees or agents in using such system.

4.8. Customer Service Obligations. The Village 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.*, and enforcement provisions are included in Section 13-1-54 of the Village Code of Willowbrook. 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 Village**

5.1. Franchise Fees. The Grantee shall pay to the Village 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 Village 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 Village 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 Village to increase the Franchise Fee above five percent (5%), the Village shall hold a public hearing and determine if the Village should collect the additional amount. Following the determination, the Village 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 Village) to effectuate any changes necessary to begin the collection of such increased Franchise Fee, or notify the Grantee of its intent to not collect the increased fee. In the event that the Village increases said Franchise Fee, the Grantee shall notify its Subscribers of the Village'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 Village 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 Village pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the Village approves the amendment by ordinance; and (c) the Village 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 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.

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 Village agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Village 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 Village 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 Village shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the

Village from and against any claims arising from the Village's opposition to disclosure of any information Grantee designates as proprietary or confidential, which indemnification obligation shall include payment of the Village's costs including reasonable attorney's fees. Compliance by the Village 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 Village, 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 Village, 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 Village, 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 Village 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 Village 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 Village 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 Village 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 Village'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 Village certificates of insurance in accordance with Section 4-6-2(G)(18) of the Willowbrook Village Code, as amended from time to time.

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

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

## **SECTION 8: Public, Educational and Governmental (PEG) Access**

8.1. **PEG Capacity.** The Grantee shall provide capacity for the Village's noncommercial public, educational and governmental ("PEG") programming through Grantee's Cable System consistent with the requirements set forth herein. The Village's PEG programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time. As of the Effective Date of this Agreement, the Village utilizes one (1) PEG Channel. The Village may request, and Grantee shall provide, a second PEG channel within one hundred eighty (180) days advance written notice by the Village and sufficient proof that the current Channel is inadequate for all programming offered. "Sufficient proof" shall include a verified program schedule of all original, non-repeat, first-run, non-character generated, locally produced programs that are carried on the existing Channel for the prior six month period during the times of noon to midnight. In the event that eighty percent (80%) of the programming on the existing channel meets the criteria of being original, non-repeat, first-run, non-character generated, locally produced programming, Grantee shall provide a second channel. Once provided, the second Channel may not be removed or withdrawn by Grantee for the first twelve (12) months following the provision of such second Channel. Any such removal or withdrawal shall not

occur until after Grantee has given the Village written notice that the use of the existing Channel provided as of the Effective Date of the Agreement is not sufficient to justify the provision of the second Channel. The Village shall have one hundred twenty (120) days to establish the utilization of the first Channel is sufficient to justify the continued provision of the second Channel. Any cost for the activation of the additional Channel shall be paid for by the Village. The Grantee shall offer the Village's entire PEG programming on its basic digital tier of service.

8.2. The Grantee does not relinquish its ownership of or ultimate right of control over a Channel by designating it for PEG use. However, the PEG Channel is, and shall be, operated by the Village, and the Village may at any time allocate or reallocate the usage of the PEG Channel among and between different non-commercial uses and Users. The Village shall be responsible for the editorial control of the Video Programming on the PEG Channel except to the extent permitted in 47 U.S.C. §531(e).

8.3. Origination Point. At such time that the Village determines that it wants to establish capacity to allow its residents who subscribe to Grantee's Cable Service to receive PEG access programming originated from schools and/or Village facilities (other than the origination point which exists as of the Effective Date); or at such time that the Village determines that it wants to change or upgrade a location from which PEG access programming is originated; the Village will give the Grantee written notice detailing the point of origination and the capability sought by the Village. The Grantee agrees to submit a cost estimate to implement the Village's plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure, the Grantee will implement any necessary system changes within a reasonable period of time.

8.4. PEG Signal Quality. Provided PEG signal feeds are delivered by the Village to the designated signal input point without material degradation, the PEG Channel delivery systems from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in the Agreement.

8.5. PEG Capital Support. At its sole discretion, the Village may designate PEG access capital projects to be funded by the Village. The Village shall send written notice of the Village's desire for Grantee to collect as an external charge a PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month – or such other greater amount as may be agreed to by the Village and Grantee – to be passed on to each Subscriber pursuant Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment (PEG Access capital costs) and the Grantee shall have the opportunity to review and make recommendations upon the Village's plan prior to agreeing to collect and pay to the Village the requested amount. During the term of this Agreement, the Grantee shall collect the external charge and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. Said collection and payments shall continue until such time as the amount set forth in said plan and notice has been collected and paid. Consistent with the description of the intended utilization of the PEG Capital Fee, the Village shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the Village to make large capital expenditures, if necessary, provided

that if the entire amount is not expended during the term of this agreement, any remaining funds shall be credited against PEG Capital requests from the Village in subsequent franchise renewals. Said PEG Capital Fee shall be imposed within ninety (90) days of the Village's written request.

8.5.1. For any payments owed by Grantee in accordance with this Section 8.5 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rates as quoted by JP Morgan Chase Bank U.S.A. or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village 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.

8.5.2. Grantee and Village agree that the capital obligations set forth in this Section are not "Franchise Fees" within the meaning of 47 U.S.C. § 542.

8.6. Grantee Use of Unused Time. Because the Village and Grantee agree that a blank or underutilized PEG Access Channel is not in the public interest, in the event the Village does not completely program a Channel, Grantee may utilize the Channel for its own purposes. Grantee may program unused time on the Channel subject to reclamation from the Village upon no less than sixty (60) days notice. Except as otherwise provided herein, the programming of the PEG Access Channel with text messaging or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of twelve (12) hours where no community produced programming of any kind can be viewed on an access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

## **SECTION 9: Enforcement of Franchise**

9.1. Notice of Violation or Default. In the event the Village 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.

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

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

9.3.1. 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

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

9.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the Village's ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law enacted by the Village as Section 13-1-54 of the Willowbrook Village Code; and, pursuant to Section 3.1 of this Franchise Agreement and Section 4-6-2 of the Willowbrook Village Code, to enforce the Grantee's compliance with the Village's requirements regarding "Placement of Facilities in Public Ways." Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the Village to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the Village.

## **SECTION 10: Miscellaneous Provisions**

10.1. 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.

10.2. 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 Village:

Village of Willowbrook  
835 Midway Drive  
Willowbrook, Illinois 60527  
ATTN: Village Administrator

To the Grantee:

Comcast  
155 Industrial Drive  
Elmhurst, Illinois 60126  
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.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the Village 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.

10.3.1. The Village 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.

10.4. 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.

10.5. 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.

10.6. 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, DuPage 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.

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

10.8. 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.

10.9. 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.

10.10. 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.

10.11. Authority to Sign Agreement. Grantee warrants to the Village 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 Village 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 Village of Willowbrook:**

**For Comcast of Illinois VI, LLC:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Frank A. Trilla

Name: \_\_\_\_\_

Title: Village Mayor

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**VILLAGE OF WILLOWBROOK  
CHECKS ISSUED  
FISCAL YEAR 2014 - 2015**

<u>MONTH</u>	<u>BOARD APPROVED WARRANTS</u>	<u>NET PAYROLL</u>	<u>PAYROLL LIABILITY CHECKS &amp; EFTPS</u>	<u>HANDWRITTEN CHECKS</u>	<u>MONTHLY TOTAL</u>
MAY		\$ 98,236.98	\$ 67,248.21		
MAY	\$ 299,831.91	73,980.54	60,338.66		
MAY	245,316.93	130,571.82	97,921.74	\$ 34,956.18	\$ 1,108,402.97
JUNE	247,056.82	70,961.42	59,187.24		
JUNE	421,139.70	129,392.24	89,827.25	438.00	\$ 1,018,002.67
JULY	123,381.66	71,000.63	59,876.11		
JULY	383,955.50	129,905.43	91,464.31	59,457.71	1 \$ 919,041.35
AUG	194,370.96	69,628.69	59,606.27		
AUG	192,885.94	130,482.89	90,084.60	43,048.68	2 \$ 780,108.03
SEP	177,796.34	67,748.28	58,545.31		
SEP	260,733.91	126,788.85	86,856.51	136,884.31	3 \$ 915,353.51
OCT		68,417.68	58,026.28		
OCT	270,960.20	84,020.43	63,969.96		
OCT	282,473.99	121,077.26	92,627.74	606,215.55	4 \$ 1,647,789.09
NOV	152,198.26	91,844.55	67,644.30		
NOV	501,394.97	117,684.55	85,488.85	255,933.22	5 \$ 1,272,188.70
DEC	1,000,230.78	90,521.90	68,524.18		
DEC		23,009.10	12,550.13		
DEC		115,628.64	86,550.34	240,497.75	7 \$ 1,637,512.82
JAN	440,270.09	99,848.09	71,144.95		
JAN	291,348.21	121,855.46	86,476.05	292,257.10	8 \$ 1,403,199.95
FEB	158,655.32	88,046.32	65,999.16		
FEB	278,988.19	139,619.78	109,433.25	1,985.62	\$ 842,727.64
MAR	261,455.75	85,415.77	65,574.76		
MAR	236,602.24	121,755.39	85,920.53	1,334.90	\$ 858,059.34
APR	217,844.67	80,759.62	63,677.68		
APR	1,009,194.24	9 119,599.70	84,248.85	14,383.43	\$ 1,589,708.19
	<u>\$ 7,648,086.58</u>	<u>\$ 2,667,802.01</u>	<u>\$ 1,988,813.22</u>	<u>\$ 1,687,392.45</u>	<u>\$ 13,992,094.26</u>

- Note 1 -** Handwritten checks include check for \$57,314 to Currie Motors for 2 squad cars
- Note 2 -** Handwritten checks include check for \$41,173 to FBG Corp for payment #1 of Village Hall remodel
- Note 3 -** Handwritten checks include check for \$136,146.80 to FBG Corp for payment #2 of Village Hall remodel
- Note 4 -** Handwritten checks include check for \$369,580.64 to FBG Corp for payment #3 of Village Hall remodel and \$225,885.43 to James Fiala Paving for street maintenance contract
- Note 5 -** Handwritten checks include check for \$251,504.25 to FBG Corp for payment #4 of Village Hall remodel
- Note 6 -** Safety incentive separate payroll
- Note 7 -** Handwritten checks include check for \$229,108.40 to FBG Corp for payment #5 of Village Hall remodel
- Note 8 -** Handwritten checks include check for \$159,176.98 to FBG Corp for payment #6 of Village Hall remodel and \$129,460 to Rieke Office Interiors for Village Hall furniture
- Note 9 -** Includes payment to DuPage County of \$670,519.93 for remaining TIF funds

**VILLAGE OF WILLOWBROOK  
PAYROLL - BY MONTH/YEAR  
FY 2012 - FY 2015**

**MONTHLY PAYROLL TOTALS ^**

MONTH	FISCAL 2012	# of payrolls	FISCAL 2013	# of payrolls	FISCAL 2014	# of payrolls	FISCAL 2015	# of payrolls
MAY	\$ 320,475.00	2	\$ 299,514.62	2	\$ 451,655.27	3	\$ 470,294.72	3
JUNE	297,125.05	2	451,165.43	3	316,901.86	***	291,364.92	2
JULY	294,399.85	2	279,814.55	2	329,995.52	***	294,243.25	2
AUG	284,393.36	2	273,921.61	2	277,037.13		291,799.22	2
SEP	283,533.10	2	278,778.42	2	305,834.23	****	281,935.72	2
OCT	272,575.02	2	271,719.14	2	281,839.29		430,136.12	3
NOV	270,129.71	2	406,102.93	3	417,058.19	3	304,659.02	2
DEC	414,928.38	3	282,756.91	2	303,010.08		338,781.29	2
JAN	272,114.94	2	325,687.10	2	309,753.44		319,575.86	2
FEB	259,794.38	2	273,907.00	2	280,667.07		339,389.90	2
MAR	266,752.86	2	286,411.29	2	297,674.69		293,373.87	2
APR	257,248.79	2	273,446.41	2	277,745.82		282,993.27	2
AUG*	267,068.17							
APR**	85,081.69							
<b>TOTAL</b>	<b>\$ 3,845,620.30</b>	<b>25</b>	<b>\$ 3,703,225.41</b>	<b>26</b>	<b>\$ 3,849,172.59</b>	<b>26</b>	<b>\$ 3,938,547.16</b>	<b>26</b>
AVERAGE PAYROLL	\$ 139,738.82		\$ 142,431.75		\$ 148,045.10		\$ 151,482.58	
CHANGE FROM PRIOR YEAR			1.93%		3.94%		2.32%	

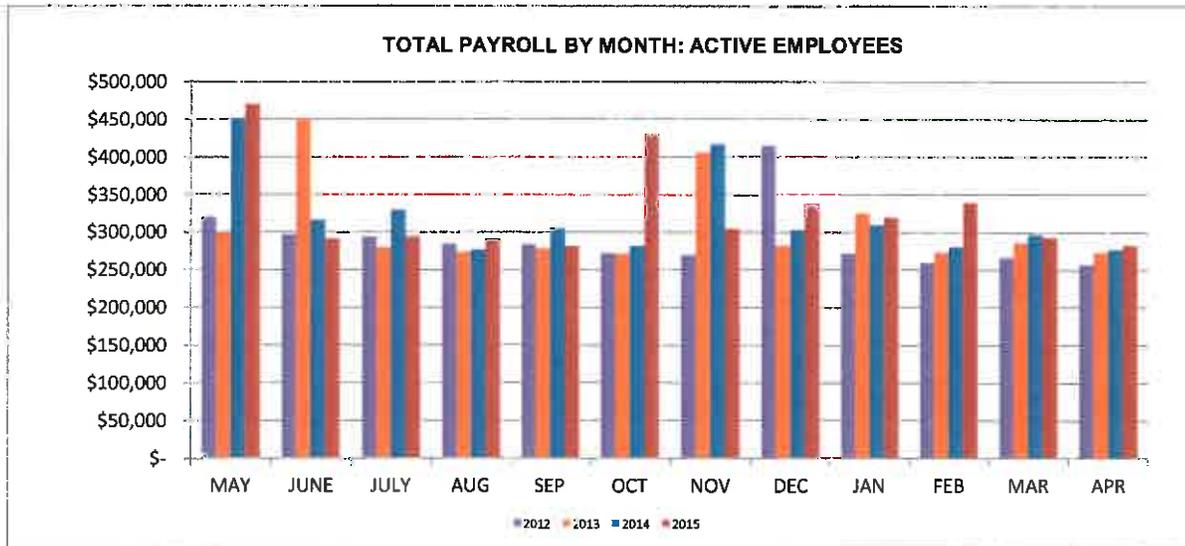
^ Includes gross salary and payroll taxes for active employees only

\* special payout for 3 commander retirements

\*\* special payout for 1 commander retirement

\*\*\* includes voluntary separation payout for 1 employee

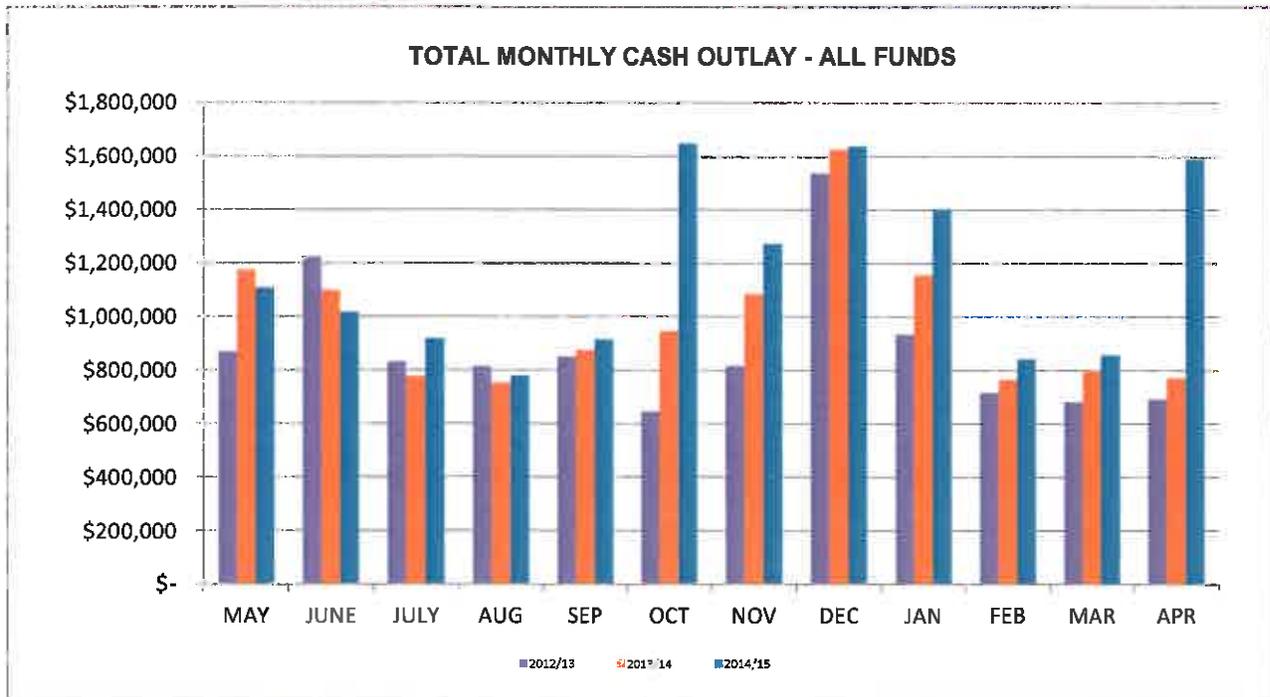
\*\*\*\* includes police union retro pay (9/6) per contract settlement



**VILLAGE OF WILLOWBROOK  
CASH OUTLAY  
ALL FUNDS**

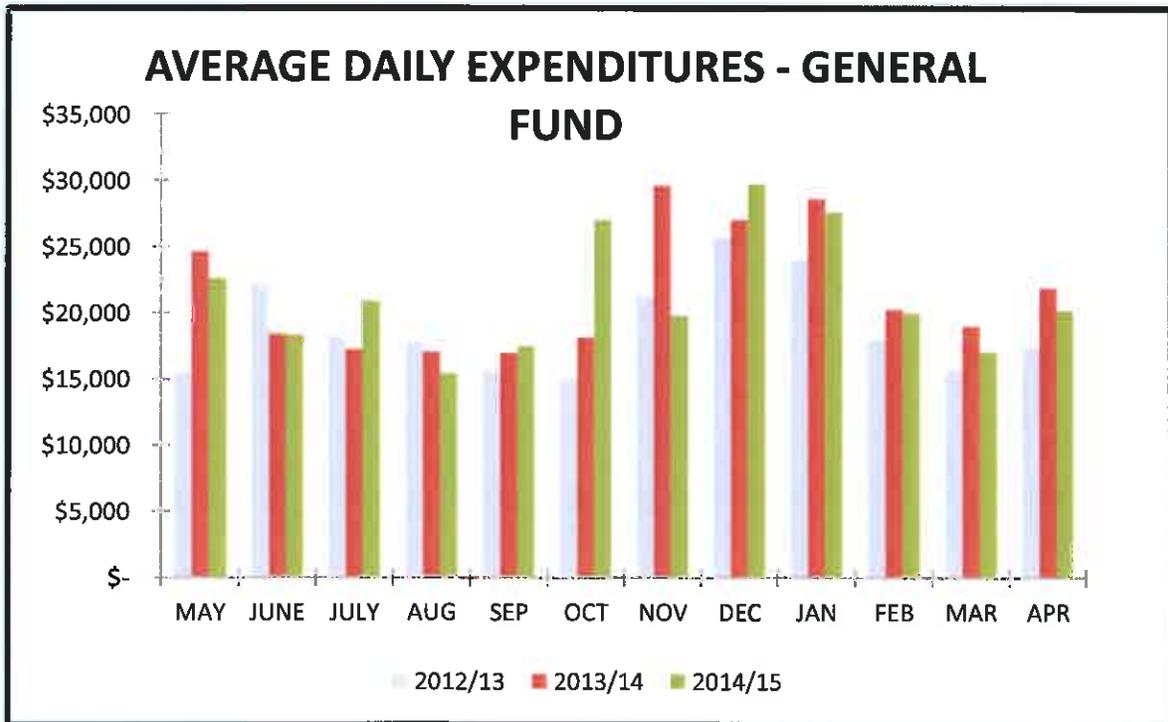
MONTH	MONTHLY TOTALS			AVERAGE DAILY OUTLAY	
	FISCAL 2012/13	FISCAL 2013/14	FISCAL 2014/15	FISCAL 2013/14	FISCAL 2014/15
MAY	\$ 870,290.11	\$ 1,175,287.73 *	\$ 1,108,402.97	\$ 37,912.51	\$ 35,754.93
JUNE	1,226,031.00	1,100,094.57	1,018,002.67	36,669.82	33,933.42
JULY	833,357.39	778,105.54	919,041.35	25,100.18	29,646.50
AUG	816,663.86	754,604.28	780,108.03	*** 24,342.07	25,164.78
SEP	850,880.84	875,835.59	915,353.51	*** 29,194.52	30,511.78
OCT	645,090.55	946,433.58	1,647,789.09	*** 30,530.12	53,154.49
NOV	816,308.17	1,085,383.78 **	1,272,188.70	*** 36,179.46	42,406.29
DEC	1,536,678.84	1,626,336.84	1,637,512.82	*** 52,462.48	52,822.99
JAN	934,882.52	1,157,265.95	1,403,199.95	*** 37,331.16	45,264.51
FEB	717,506.98	766,244.52	842,727.64	27,365.88	30,097.42
MAR	682,960.98	796,003.58	858,059.34	25,677.53	27,679.33
APR	692,627.23	772,550.97	1,589,708.19	*** 25,751.70	52,990.27
<b>TOTAL</b>	<b>\$ 10,623,278.47</b>	<b>\$ 11,834,146.93</b>	<b>\$ 13,992,094.26</b>		
<b>AVERAGE</b>	<b>\$ 885,273.21</b>	<b>\$ 986,178.91</b>	<b>\$ 1,166,007.86</b>	<b>\$ 32,376.45</b>	<b>\$ 38,285.56</b>

- \* May 2013 includes 3 payrolls & SLEP buyout
- \*\* Nov 2013 includes 3 payrolls
- \*\*\* Includes payment to FBG Corp. for Village Hall remodel
- \*\*\*\* Includes payment to DuPage County of \$670,519.93 for remaining TIF funds



**VILLAGE OF WILLOWBROOK  
AVERAGE DAILY EXPENDITURES  
GENERAL FUND**

<u>MONTH</u>	<u>FISCAL 2012/13</u>	<u>FISCAL 2013/14</u>	<u>FISCAL 2014/15</u>	<u>2014/15 YEAR TO DATE AVERAGE</u>
MAY	\$ 15,479.51	\$ 24,649.68	\$ 22,642.15	\$ 22,642.15
JUNE	22,172.19	18,406.88	18,300.51	20,471.33
JULY	18,276.60	17,253.39	20,913.45	20,618.71
AUG	17,795.05	17,059.62	15,407.80	19,315.98
SEP	15,656.51	16,988.20	17,512.06	18,955.20
OCT	14,992.42	18,150.76	27,062.26	20,306.37
NOV	21,265.17	29,653.66	19,811.60	20,235.69
DEC	25,780.70	27,052.00	29,771.65	21,427.69
JAN	24,114.56	28,676.41	27,645.71	22,118.58
FEB	18,061.86	20,292.74	20,003.65	21,907.08
MAR	15,748.89	19,027.07	17,083.77	21,468.60
APR	17,417.76	21,927.12	20,220.75	21,364.61
<b>AVERAGE</b>	<b>\$ 18,896.77</b>	<b>\$ 21,594.79</b>	<b>\$ 21,364.61</b>	



**VILLAGE OF WILLOWBROOK  
FINANCIAL REPORT  
MUNICIPAL SALES AND USE TAXES**

<b>MONTH</b>	<b>SALE</b>		<b>10-11</b>	<b>11-12</b>	<b>12-13</b>	<b>13-14</b>	<b>14-15</b>
<b>DIST</b>	<b>MADE</b>						
MAY	FEB	\$	223,555	\$ 254,811	\$ 261,216	\$ 250,138	\$ 245,589
JUNE	MAR		281,024	296,840	308,159	304,370	293,285
JULY	APR		259,844	281,808	288,609	295,557	293,319
AUG	MAY		284,173	276,985	316,487	334,102	342,029
SEPT	JUNE		314,663	318,524	336,664	338,139	330,203
OCT	JULY		276,383	300,424	291,508	300,405	318,631
NOV	AUG		279,375	326,134	330,699	332,925	349,800
DEC	SEPT		260,636	296,490	300,348	288,422	287,860
JAN	OCT		273,809	272,291	282,374	283,164	303,324
FEB	NOV		290,009	296,763	306,325	295,860	296,349
MARCH	DEC		355,102	387,223	377,505	387,074	365,874
APRIL	JAN		234,660	253,944	277,850	234,816	253,532
<b>TOTAL</b>		\$	<b>3,333,234</b>	<b>\$ 3,562,238</b>	<b>\$ 3,677,745</b>	<b>\$ 3,644,970</b>	<b>\$ 3,679,794</b>
<b>MTH AVG</b>		\$	<b>277,769</b>	<b>\$ 296,853</b>	<b>\$ 306,479</b>	<b>\$ 303,747</b>	<b>\$ 306,650</b>
<b>BUDGET</b>		\$	<b>3,121,250</b>	<b>\$ 3,217,250</b>	<b>\$ 3,493,374</b>	<b>\$ 3,447,000</b>	<b>\$ 3,450,000</b>

YEAR TO DATE LAST YEAR : \$ 3,644,970  
 YEAR TO DATE THIS YEAR : \$ 3,679,794  
 DIFFERENCE : \$ 34,824

PERCENTAGE CHANGE :

**0.96%**

CURRENT FISCAL YEAR :

BUDGETED REVENUE: \$ 3,450,000  
 PERCENTAGE OF YEAR COMPLETED : 100.00%  
 PERCENTAGE OF REVENUE TO DATE : 106.66%  
 PROJECTION OF ANNUAL REVENUE : \$ 3,679,794  
 EST. DOLLAR DIFF ACTUAL TO BUDGET \$ 229,794  
 EST. PERCENT DIFF ACTUAL TO BUDGET **6.7%**

**VILLAGE OF WILLOWBROOK  
FINANCIAL REPORT  
MUNICIPAL INCOME TAXES**

Note 1

MONTH	10-11	11-12	12-13	13-14	14-15
MAY	\$ 88,618	\$ 83,421	\$ 107,307	\$ 145,711	\$ 129,077
JUNE	47,252	50,979	56,417	49,504	48,077
JULY	66,409	66,040	72,448	75,818	79,570
AUG	43,538	45,433	45,462	47,106	46,418
SEPT	44,649	43,732	45,094	45,955	45,391
OCT	64,893	69,459	71,005	80,177	80,992
NOV	48,838	44,235	53,652	53,084	54,604
DEC	54,012	41,649	44,277	42,371	41,059
JAN	61,577	61,880	68,634	78,464	69,567
FEB	76,096	71,344	81,019	83,270	103,795
MARCH	37,954	47,598	45,430	47,560	45,280
APRIL	65,293	73,904	78,886	83,170	92,531
TOTAL	\$ 699,127	\$ 699,674	\$ 769,631	\$ 832,190	\$ 836,361
MTH AVG	\$ 58,261	\$ 58,306	\$ 64,136	\$ 69,349	\$ 69,697
BUDGET	\$ 686,000	\$ 686,000	\$ 646,306	\$ 725,760	\$ 787,000

**Boxed Numbers - Village has not yet received distribution**

**Note 1** Village's population decreased from 8,967 to 8,540 beginning June 2011

YEAR TO DATE LAST YEAR:	\$	832,190
YEAR TO DATE THIS YEAR:	\$	836,361
DIFFERENCE:	\$	4,171

PERCENTAGE CHANGE:

**0.50%**

BUDGETED REVENUE:	\$	787,000
PERCENTAGE OF YEAR COMPLETED :		100.00%
PERCENTAGE OF REVENUE TO DATE :		106.27%
PROJECTION OF ANNUAL REVENUE :	\$	836,361
EST. DOLLAR DIFF ACTUAL TO BUDGET	\$	49,361
EST. PERCENT DIFF ACTUAL TO BUDGET		<b>6.3%</b>

**VILLAGE OF WILLOWBROOK  
FINANCIAL REPORT  
MUNICIPAL UTILITY TAXES**

**Telecommunications Tax - 6%**  
**Nicor & Com-Ed - 5%**

MONTH	10-11	11-12	12-13	13-14	14-15
MAY	\$ 118,228	\$ 103,407	\$ 93,102	\$ 90,574	\$ 99,485
JUNE	93,026	90,897	117,206	89,915	85,846
JULY	90,884	91,865	87,823	85,555	83,409
AUG	109,099	96,906	101,980	92,752	82,223
SEPT	107,010	105,187	97,521	85,886	80,670
OCT	100,333	87,792	91,554	91,517	78,849
NOV	78,547	88,869	84,535	76,797	72,129
DEC	86,799	85,543	85,580	86,830	75,956
JAN	97,316	99,304	95,118	96,816	91,629
FEB	115,615	102,349	106,312	110,480	104,644
MARCH	99,953	99,574	106,527	114,052	100,962
APRIL	115,470	94,549	101,146	108,307	91,452
<b>TOTAL</b>	<b>\$ 1,212,279</b>	<b>\$ 1,146,243</b>	<b>\$ 1,168,404</b>	<b>\$ 1,129,481</b>	<b>\$ 1,047,254</b>
<b>MTH AVG</b>	<b>\$ 101,023</b>	<b>\$ 95,520</b>	<b>\$ 97,367</b>	<b>\$ 94,123</b>	<b>\$ 87,271</b>
<b>BUDGET</b>	<b>\$ 1,150,000</b>	<b>\$ 1,197,000</b>	<b>\$ 1,163,633</b>	<b>\$ 1,160,000</b>	<b>\$ 1,075,000</b>

YEAR TO DATE LAST YEAR: \$ 1,129,481  
 YEAR TO DATE THIS YEAR: \$ 1,047,254  
 DIFFERENCE: \$ (82,227)

PERCENTAGE CHANGE: **-7.28%**

BUDGETED REVENUE: \$ 1,075,000  
 PERCENTAGE OF YEAR COMPLETED : 100.00%  
 PERCENTAGE OF REVENUE TO DATE : 97.42%  
 PROJECTION OF ANNUAL REVENUE : \$ 1,047,254  
 EST. DOLLAR DIFF ACTUAL TO BUDGET \$ (27,746)  
 EST. PERCENT DIFF ACTUAL TO BUDGET **-2.6%**

VILLAGE OF WILLOWBROOK  
SIMPLIFIED TELECOMMUNICATION TAX  
CASH BASIS

	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>
MAY	\$ 41,821	\$ 53,612	\$ 52,377	\$ 44,972	\$ 45,168	\$ 42,198	\$ 42,452	\$ 37,525
JUNE	50,750	51,957	48,525	47,223	44,146	68,291	42,409	39,536
JULY	54,808	45,389	57,126	45,025	47,817	43,194	42,081	37,505
AUG	51,079	52,629	43,809	46,506	45,385	42,446	42,164	33,430
SEPT	47,442	54,696	47,730	46,612	44,870	43,089	39,419	33,909
OCT OCT	51,648	55,679 9,718 Laq.	53,788	47,373	45,249	42,717	41,333	33,239
NOV	37,828	50,367	49,640	37,447	45,682	44,479	40,398	33,142
DEC	55,182	48,286	43,911	46,354	43,687	42,474	41,474	32,322
JAN	40,999	50,887	47,537	45,007	46,094	44,272	41,338	32,454
FEB	52,013	54,513	39,757	45,269	44,813	43,250	40,051	35,607
MAR	80,497	47,629	50,611	36,213	40,246	42,291	39,527	36,250
APR	46,258	56,542	56,969	53,210	43,417	42,541	39,390	36,717
<b>TOTAL:</b>	<b>\$ 610,325</b>	<b>\$ 631,904</b>	<b>\$ 591,780</b>	<b>\$ 541,210</b>	<b>\$ 536,574</b>	<b>\$ 541,242</b>	<b>\$ 492,036</b>	<b>\$ 421,636</b>

YTD PRIOR YEAR

\$ 492,036

YTD CURRENT YEAR

\$ 421,636

DIFFERENCE

\$ (70,400)

PERCENTAGE CHANGE

**-14.31%**

VILLAGE OF WILLOWBROOK  
UTILITY TAX  
NORTHERN ILLINOIS GAS  
CASH BASIS

	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>
<b>MAY</b>	\$ 22,735	\$ 29,751	\$ 17,366	\$ 18,437	\$ 19,268	\$ 11,020	\$ 19,790	\$ 27,131
<b>JUNE</b>	14,685	21,020	11,184	10,627	13,321	7,277	13,126	15,821
<b>JULY</b>	7,851	14,857	7,056	7,075	8,716	5,609	8,350	9,063
<b>AUG</b>	6,184	10,068	6,943	6,842	6,871	5,318	6,419	6,850
<b>SEPT</b>	5,310	8,470	6,089	6,016	5,190	5,214	5,485	9,298
<b>OCT</b>	5,496	7,816	5,384	6,237	5,141	5,450	5,431	6,986
<b>NOV</b>	7,600	9,111	7,168	6,763	6,975	6,591	6,141	7,796
<b>DEC</b>	10,447	13,377	9,653	8,859	10,035	10,121	9,658	13,316
<b>JAN</b>	18,243	22,887	15,511	16,170	15,217	14,119	16,750	22,014
<b>FEB</b>	27,469	32,441	26,774	24,393	20,479	19,476	26,101	27,140
<b>MAR</b>	36,398	32,452	31,709	26,521	20,614	22,616	30,852	22,595
<b>APR</b>	38,429	24,545	26,718	24,038	15,881	21,834	32,360	19,735
<b>TOTAL:</b>	<b>\$ 200,847</b>	<b>\$ 226,794</b>	<b>\$ 171,556</b>	<b>\$ 161,977</b>	<b>\$ 147,709</b>	<b>\$ 134,645</b>	<b>\$ 180,463</b>	<b>\$ 187,745</b>
					<b>YTD PRIOR YEAR</b>			<b>\$ 180,463</b>
					<b>YTD CURRENT YEAR</b>			<b>\$ 187,745</b>
					<b>DIFFERENCE</b>			<b>\$ 7,282</b>
					<b>PERCENTAGE CHANGE</b>			<b>4.04%</b>

VILLAGE OF WILLOWBROOK  
 UTILITY TAX  
 COMMONWEALTH EDISON  
 CASH BASIS

	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>
<b>MAY</b>	\$ 35,414	\$ 41,112	\$ 32,329	\$ 28,101	\$ 38,971	\$ 39,884	\$ 28,332	\$ 34,830
<b>JUNE</b>	28,095	37,629	31,126	35,646	33,900	42,108	34,757	30,761
<b>JULY</b>	45,542	33,606	35,583	39,254	35,802	39,020	35,473	37,112
<b>AUG</b>	46,221	47,587	39,638	49,507	45,121	54,686	44,604	42,214
<b>SEPT</b>	44,119	47,277	41,828	54,853	55,597	49,745	41,416	37,735
<b>OCT</b>	45,661	42,724	33,092	47,193	37,872	43,915	44,973	39,066
<b>NOV</b>	38,041	35,236	33,023	34,807	36,682	33,992	30,575	31,474
<b>DEC</b>	40,257	33,882	31,108	32,056	32,290	33,983	35,055	30,601
<b>JAN</b>	37,135	39,057	38,627	36,609	38,464	37,255	39,885	37,443
<b>FEB</b>	50,896	52,466	46,059	45,953	37,527	44,114	44,586	42,180
<b>MAR</b>	38,533	36,645	40,000	37,219	39,185	42,121	43,930	42,448
<b>APR</b>	36,499	39,795	34,524	38,222	35,722	37,773	37,084	35,331
<b>TOTAL:</b>	<b>\$ 486,412</b>	<b>\$ 487,017</b>	<b>\$ 436,937</b>	<b>\$ 479,420</b>	<b>\$ 467,133</b>	<b>\$ 498,596</b>	<b>\$ 460,670</b>	<b>\$ 441,195</b>

YTD PRIOR YEAR

\$ 460,670

YTD CURRENT YEAR

\$ 441,195

DIFFERENCE

\$ (19,475)

PERCENTAGE CHANGE

-4.23%

**VILLAGE OF WILLOWBROOK  
FINANCIAL REPORT  
PLACES OF EATING TAXES**

MONTH	10-11	11-12	12-13	13-14	14-15
MAY	\$ 32,607	\$ 34,339	\$ 37,421	\$ 39,097	\$ 39,473
JUNE	34,583	36,544	37,754	40,624	43,989
JULY	38,304	38,639	41,944	43,999	43,761
AUG	35,728	37,829	38,115	39,252	42,199
SEPT	33,184	39,218	40,801	43,327	43,417
OCT	33,204	36,492	40,227	37,833	40,479
NOV	33,296	38,018	36,097	37,229	42,106
DEC	35,058	34,652	39,700	38,042	40,298
JAN	38,456	39,065	43,449	40,096	45,215
FEB	32,964	32,687	35,859	33,452	39,057
MARCH	32,029	34,986	34,674	34,611	36,910
APRIL	35,620	38,362	41,294	41,780	43,180
<b>TOTAL</b>	<b>\$ 415,036</b>	<b>\$ 440,831</b>	<b>\$ 467,335</b>	<b>\$ 469,342</b>	<b>\$ 500,084</b>
<b>MTH AVG</b>	<b>\$ 34,586</b>	<b>\$ 36,736</b>	<b>\$ 38,945</b>	<b>\$ 39,112</b>	<b>\$ 41,674</b>
<b>BUDGET</b>	<b>\$ 404,500</b>	<b>\$ 429,500</b>	<b>\$ 450,581</b>	<b>\$ 450,000</b>	<b>\$ 450,000</b>

YEAR TO DATE LAST YEAR: \$ 469,342  
YEAR TO DATE THIS YEAR: \$ 500,084  
DIFFERENCE: \$ 30,742

PERCENTAGE OF INCREASE:

**6.55%**

BUDGETED REVENUE: \$ 450,000  
PERCENTAGE OF YEAR COMPLETED : 100.00%  
PERCENTAGE OF REVENUE TO DATE : 111.13%  
PROJECTION OF ANNUAL REVENUE : \$ 500,084  
EST. DOLLAR DIFF ACTUAL TO BUDGET \$ 50,084  
EST. PERCENT DIFF ACTUAL TO BUDGET **11.1%**

## VILLAGE OF WILLOWBROOK FINANCIAL REPORT FINES

MONTH DIST	10-11	11-12	12-13	13-14	14-15
MAY	\$ 19,578	\$ 20,475	\$ 12,129	\$ 14,525	\$ 12,716
JUNE	16,689	16,315	16,141	11,948	19,200
JULY	19,660	8,068	11,302	15,097	18,657
AUG	14,809	15,404	5,385	9,322	7,725
SEPT	14,196	7,275	14,236	18,842	18,620
OCT	16,237	17,071	14,533	7,199	14,800
NOV	14,719	13,517	8,246	14,571	12,007
DEC	11,482	12,229	6,560	12,104	9,471
JAN	21,297	12,321	20,660	9,377	20,032
FEB	10,232	11,103	10,511	9,453	16,603
MARCH	13,255	16,448	14,546	18,160	14,188
APRIL	16,761	15,010	15,063	8,192	6,647
TOTAL	\$ 188,916	\$ 165,235	\$ 149,312	\$ 148,790	\$ 170,666
MTH AVG	\$ 15,743	\$ 13,770	\$ 12,443	\$ 12,399	\$ 14,222
BUDGET	\$ 200,000	\$ 200,000	\$ 160,000	\$ 145,000	\$ 145,000

YEAR TO DATE LAST YEAR : \$ 148,790  
 YEAR TO DATE THIS YEAR : \$ 170,666  
 DIFFERENCE : \$ 21,876

PERCENTAGE CHANGE

**14.70%**

BUDGETED REVENUE: \$ 145,000  
 PERCENTAGE OF YEAR COMPLETED : 100.00%  
 PERCENTAGE OF REVENUE TO DATE : 117.70%  
 PROJECTION OF ANNUAL REVENUE : \$ 170,666  
 EST. DOLLAR DIFF ACTUAL TO BUDGET \$ 25,666  
 EST. PERCENT DIFF ACTUAL TO BUDGET **17.70%**

**VILLAGE OF WILLOWBROOK  
FINANCIAL REPORT  
RED LIGHT FINES**

MONTH DIST	10-11	11-12	12-13	13-14	14-15
MAY	\$ 51,750	\$ 19,700	\$ 49,631	\$ 57,075	\$ 56,175
JUNE	80,350	39,300	54,120	77,454	51,975
JULY	67,733	39,925	56,500	96,651	65,415
AUG	78,955	61,985	54,325	79,525	63,375
SEPT	53,880	68,241	35,300	76,050	46,240
OCT	42,786	83,294	46,200	70,435	59,245
NOV	45,760	88,200	46,037	47,985	67,250
DEC	65,285	39,855	41,645	64,735	48,647
JAN	57,064	34,805	41,395	70,925	45,532
FEB	27,980	34,577	36,135	48,845	41,502
MARCH	26,810	19,223	44,325	43,885	38,735
APRIL	19,005	29,058	50,900	54,150	39,635
<b>TOTAL</b>	<b>\$ 617,358</b>	<b>\$ 558,163</b>	<b>\$ 556,513</b>	<b>\$ 787,715</b>	<b>\$ 623,726</b>
<b>MTH AVG</b>	<b>\$ 51,447</b>	<b>\$ 46,514</b>	<b>\$ 46,376</b>	<b>\$ 65,643</b>	<b>\$ 51,977</b>
<b>BUDGET</b>	<b>\$ 484,400</b>	<b>\$ 511,000</b>	<b>\$ 540,000</b>	<b>\$ 540,000</b>	<b>\$ 540,000</b>

YEAR TO DATE LAST YEAR : \$ 787,715  
 YEAR TO DATE THIS YEAR : \$ 623,726  
 DIFFERENCE : \$ (163,989)

PERCENTAGE CHANGE:

**-20.82%**

BUDGETED REVENUE: \$ 540,000  
 PERCENTAGE OF YEAR COMPLETED : 100.00%  
 PERCENTAGE OF REVENUE TO DATE : 115.50%  
 PROJECTION OF ANNUAL REVENUE : \$623,726  
 EST. DOLLAR DIFF ACTUAL TO BUDGET \$83,726  
 EST. PERCENT DIFF ACTUAL TO BUDGET **15.5%**

## VILLAGE OF WILLOWBROOK FINANCIAL REPORT BUILDING PERMITS

MONTH	10-11	11-12	12-13	13-14	14-15
MAY	\$ 35,989	\$ 5,770	\$ 33,084	\$ 21,304	\$ 12,317
JUNE	8,399	6,527	30,569	19,336	8,574
JULY	19,396	8,640	11,472	48,123 *	15,008
AUG	17,824	9,921	14,433	17,978	8,891
SEPT	47,342	17,688	28,145	18,866	44,004 **
OCT	16,986	6,235	6,068	12,371	36,458
NOV	3,277	27,435	8,391	26,382	4,709
DEC	6,864	31,298	14,215	8,540	52,875 ***
JAN	12,160	6,734	27,202	19,495	17,590
FEB	13,567	7,062	7,918	20,254	23,298
MARCH	10,207	31,730	19,167	19,319	110,947 ****
APRIL	28,150	18,959	32,909	26,032	20,098
TOTAL	\$ 220,161	\$ 177,999	\$ 233,573	\$ 258,000	\$ 354,769
MTH AVG	\$ 18,347	\$ 14,833	\$ 19,464	\$ 21,500	\$ 29,564
BUDGET	\$ 100,000	\$ 150,000	\$ 110,000	\$ 150,000	\$ 175,000

\* July 2013 includes 1 permit for \$18,991 to Thorndale Construction & 1 for \$8,243 to Thomas Lee

\*\* Sept 2014 includes 1 permit for \$19,709 to Midtronics for interior remodel

\*\*\* Dec 2014 includes 1 permit for \$26,177 to Westmont Swim Club

\*\*\*\*March 2015 includes 2 permits for \$83,056 to Whole Foods

YEAR TO DATE LAST YEAR:	\$ 258,000
YEAR TO DATE THIS YEAR:	\$ 354,769
DIFFERENCE:	\$ 96,769

PERCENTAGE OF CHANGE:

**37.51%**

BUDGETED REVENUE:	\$ 175,000
PERCENTAGE OF YEAR COMPLETED :	100.00%
PERCENTAGE OF REVENUE TO DATE :	202.73%
PROJECTION OF ANNUAL REVENUE :	\$ 354,769
EST. DOLLAR DIFF ACTUAL TO BUDGET	\$ 179,769
EST. PERCENT DIFF ACTUAL TO BUDGET	<b>102.73%</b>

**VILLAGE OF WILLOWBROOK  
FINANCIAL REPORT  
WATER SALES REVENUE**

MONTH	Note 1	Note 2	Note 3, 4			% change from same month last fiscal year
	10-11	11-12	12-13	13-14	14-15	
MAY	\$ 116,873	\$ 148,758	\$ 156,504	\$ 160,088	\$ 148,785	-7.1%
JUNE	164,898	170,028	205,606	236,824	325,749	37.5%
JULY	128,685	145,972	178,786	179,328	211,551	18.0%
AUG	183,532	183,885	309,555	281,359	258,283	-8.2%
SEPT	209,281	202,519	286,089	293,074	315,476	7.6%
OCT	141,587	134,151	172,100	196,339	212,111	8.0%
NOV	181,635	167,590	208,056	271,661	258,131	-5.0%
DEC	176,935	171,271	204,008	248,323	281,238	13.3%
JAN	117,392	118,494	139,217	171,390	182,776	6.6%
FEB	143,020	143,906	166,637	236,557	256,744	8.5%
MARCH	162,372	163,023	188,447	280,092	307,225	9.7%
APRIL	113,064	136,026	134,770	286,900	239,984	-16.4%
<b>TOTAL</b>	<b>\$ 1,839,273</b>	<b>\$ 1,885,623</b>	<b>\$ 2,349,775</b>	<b>\$ 2,841,935</b>	<b>\$ 2,998,053</b>	
<b>MTH AVG</b>	<b>\$ 153,273</b>	<b>\$ 157,135</b>	<b>\$ 195,815</b>	<b>\$ 236,828</b>	<b>\$ 249,838</b>	
<b>BUDGET</b>	<b>\$ 1,931,868</b>	<b>\$ 1,831,500</b>	<b>\$ 2,318,242</b>	<b>\$ 2,898,948</b>	<b>\$ 3,480,257</b>	

**Note 1- 20% rate increase effective 5/1/10**

**Note 2- 20% rate increase effective 3/1/12**

**Note 3- 25% rate increase effective 5/1/13**

**Note 4- 20% rate increase effective 1/1/14**

**Note 5- 12% rate increase effective 1/1/15**

YEAR TO DATE LAST YEAR:	\$ 2,841,935
YEAR TO DATE THIS YEAR:	\$ 2,998,053
DIFFERENCE:	\$ 156,118

PERCENTAGE OF INCREASE:

**5.49%**

BUDGETED REVENUE:	\$ 3,480,257
PERCENTAGE OF YEAR COMPLETED :	100.00%
PERCENTAGE OF REVENUE TO DATE :	86.14%
PROJECTION OF ANNUAL REVENUE :	\$ 2,998,053
EST. DOLLAR DIFF ACTUAL TO BUDGET	\$ (482,204)
EST. PERCENT DIFF ACTUAL TO BUDGET	<b>-13.86%</b>

**VILLAGE OF WILLOWBROOK  
FINANCIAL REPORT  
MUNICIPAL HOTEL/MOTEL TAXES**

MONTH	Note 1, 2		Note 3, 4		Note 5	
	10-11	11-12	12-13	13-14	14-15	
MAY	\$ 6,553	\$ 4,355	\$ 4,516	\$ 7,112	\$ 3,409	
JUNE	4,907	4,226	4,918	7,444	4,789	
JULY	6,872	6,196	8,271	7,038	5,196	
AUG	5,173	10,959	4,947	6,047	3,746	
SEPT	3,526	4,664	6,041	5,216	5,747	
OCT	10,625	6,463	11,030	4,929	5,677	
NOV	3,986	9,154	3,508	4,552	4,316	
DEC	2,325	5,428	5,611	3,666	3,491	
JAN	8,182	2,267	2,268	1,872	3,563	
FEB	1,755	1,945	3,306	3,462	2,572	
MARCH	5,505	4,123	3,634	2,185	3,014	
APRIL	2,262	8,077	5,049	3,459	3,179	
<b>TOTAL</b>	<b>\$ 61,671</b>	<b>\$ 67,857</b>	<b>\$ 63,099</b>	<b>\$ 56,982</b>	<b>\$ 48,699</b>	
MTH AVG	\$ 5,139	\$ 5,655	\$ 5,258	\$ 4,749	\$ 4,058	
BUDGET	\$ 72,000	\$ 61,000	\$ 62,220	\$ 64,386	\$ 60,027	

Note 1 - The Holiday Inn paid their June & July tax in August 2011.

Note 2 - The Holiday Inn made payments for Jan, Feb & March 2012 during April 2012

Note 3 - The Holiday Inn made payments for May & June 2012 during July 2012

Note 4 - The Holiday Inn made payments for Aug & Sept 2012 during Oct 2012

Note 5 - The Willowbrook Inn is two months behind as of 4/30/2015.

YEAR TO DATE LAST YEAR:	\$	56,982
YEAR TO DATE THIS YEAR:	\$	48,699
DIFFERENCE:	\$	(8,283)

PERCENTAGE CHANGE: -14.54%

BUDGETED REVENUE:	\$	60,027
PERCENTAGE OF YEAR COMPLETED :		100.00%
PERCENTAGE OF REVENUE TO DATE :		81.13%
PROJECTION OF ANNUAL REVENUE :	\$	48,699
EST. DOLLAR DIFF ACTUAL TO BUDGET	\$	(11,328)
EST. PERCENT DIFF ACTUAL TO BUDGET		<span style="border: 1px solid black; border-radius: 50%; padding: 2px;">-18.9%</span>

