

ORDINANCE NO. 98-27

AN ORDINANCE GRANTING A FRANCHISE RENEWAL TO IDS/JONES JOINT VENTURE PARTNERS DOING BUSINESS AS JONES INTERCABLE FOR THE CONTINUED OPERATION AND MAINTENANCE OF ITS CABLE COMMUNICATIONS SYSTEM IN KENDALL COUNTY, ILLINOIS AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF SUCH A FRANCHISE RENEWAL

WHEREAS, the County Board of Kendall County, Illinois ("COUNTY") is authorized and empowered to award a cable television franchise;

WHEREAS, the COUNTY after legal consideration, analysis and deliberation found the technical ability, financial conditions, legal qualifications, character and past performances of COMPANY sufficient; and

WHEREAS, the COUNTY also considered and analyzed the plans of COMPANY for the future operation of its cable communications system in the COUNTY and found the same to be adequate and feasible in view of the needs and requirements of the COUNTY and its residents;

NOW, THEREFORE, BE IT ORDAINED BY THE KENDALL COUNTY BOARD OF KENDALL COUNTY, ILLINOIS:

SECTION 1. GRANT OF FRANCHISE RENEWAL

The COUNTY hereby grants to COMPANY, subject to the provisions herein contained, a renewal of its non-exclusive franchise to engage in the business of operating and providing a cable television and other telecommunication system within the COUNTY, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain and retain in the roads, easements, public places and amplifiers, appliances, attachments, and other equipment as may be necessary and appurtenant to said cable television system. The COMPANY must comply with all local building and zoning requirements. COMPANY shall be obligated to furnish cable television service only to those areas of the COUNTY with a minimum density of twenty (20) residential dwelling units per cable mile, and which are located within 250 feet of COMPANY'S existing cable television system.

SECTION 2. DEFINITIONS

- A. "COMMUNITY ANTENNA TELEVISION SYSTEM" (CATV) or "System" shall mean an arrangement or combination of apparatus whereby telecommunication, television, or other signals or from any other sources and which for a consideration are transmitted by means of a coaxial or fiber cable or other suitable device to

subscribers to various services.

- B. "COUNTY" shall mean the County of Kendall, State of Illinois, and all the territory within its present and future boundaries and including any other area over which the County exercises jurisdiction. The County Board is the governing authority of the COUNTY and may delegate as its agent any Department, Commission, County Staff person, or other person or entity so identified.
- C. "COMPANY" is IDS/Jones Joint Venture Partners, the grantee of rights under the ordinance, its successors and assigns.
- D. "BOARD" is the County Board of Kendall County, Illinois.
- E. "STREET" shall mean the surface of and the space above and below any public street, road, highway, freeway, easement, lane, path, alley, court, sidewalk, parkway, driveway, or other public way now or hereafter existing as such within the County.
- F. "PERSON" and "APPLICANT" shall mean any person, firm partnership, association, corporation, company or organization of any kind.
- G. "GRANTEE" refers to the COMPANY.
- H. "GRANTOR" refers to the COUNTY.

SECTION 3. CHARGE FOR SERVICE

COMPANY shall initially charge for its cable services the rates provided on Exhibit A, attached hereto and made a part hereof. COMPANY may modify said rates anytime, in COMPANY'S sole discretion, upon thirty (30) days prior, written notice to the COUNTY.

SECTION 4. DURATION OF GRANT

This renewal grant shall expire five (5) years from the effective date hereof, unless sooner terminated by the COUNTY as hereinafter provided. Thereafter, COMPANY shall have the right to a subsequent renewal of this franchise for a like period, subject to the applicable provisions of the Cable Communications Policy Act of 1984, and subsequent revisions to the Federal legislation governing cable communication.

SECTION 5. LIMITATIONS OF GRANT

- A. Any privilege claimed under this franchise by COMPANY in any road, easement, public place or right of way shall be subordinate to any prior lawful occupancy, and

COMPANY shall not unreasonably interfere with the public safety or necessary public improvements thereon.

- B. COMPANY'S cable television system shall be constructed or installed in the roads, easements, public places and rights of way only at such locations and in such manner as has been or shall be reasonably approved by the COUNTY, acting in the exercise of its reasonable discretion and pursuant to its police powers. In the case of any disturbance of pavement, sidewalks or other surfaces, COMPANY shall replace and restore the same to as good a condition as before said disturbance.

SECTION 6. TERMINATION OF FRANCHISE

- A. In the event of a substantial breach by COMPANY of any material provision of this franchise, the franchise may be terminated by the COUNTY; provided, however, that the COUNTY gives COMPANY reasonable notice, a hearing at which full due process rights are afforded COMPANY and an opportunity thereafter of at least ninety (90) days to cure such breach. At such hearing, the COUNTY shall make findings of fact and render a written decision, which COMPANY shall have the right to appeal to any court of competent jurisdiction.
- B. COMPANY shall be obligated for a period of thirty (30) days after termination of this franchise to continue service to the public as a trustee for a successor, if any.
- C. Notwithstanding anything to the contrary herein, COMPANY shall not be liable for any breach, in the event COMPANY is delayed in or prevented from performing any obligation required of it by this franchise due to war, riot, act of public enemy, insurrection, strike, lockout, labor or material shortage, act of God, fire, flood, storm or other casualty, breakdown of or damage to plant, equipment or facilities, interruption of transportation, orders or acts of civil or military authorities, or other causes beyond or outside COMPANY'S control; provided, however, that such delay in performance does not exceed one week or other reasonable time considering the circumstances, and further provided, that this paragraph is not intended to protect general signal or picture quality degradation below industry standards.

SECTION 7. CHANGES REQUIRED FOR PUBLIC IMPROVEMENTS

COMPANY shall, at its expense, temporarily disconnect and relocate in the same road, easement, public place or right of way or remove from any road, easement, public place or right of way, its cable television system when required by the COUNTY by reason of any public improvement of such road, easement, public place or right of way with which COMPANY'S system unreasonably interferes.

SECTION 8. TREE TRIMMING

COMPANY shall have the right and is hereby authorized to trim, at its own expense, such trees extending into any road, easement, public place or right of way, as shall be necessary to eliminate limbs or branches which might interfere with COMPANY'S cables and other equipment. The COMPANY shall take reasonable steps to minimize the visual and physical impact to any tree trimmed.

SECTION 9. TEMPORARY RELOCATION OF SYSTEM

COMPANY shall, on receipt of a request form any person holding a moving permit issued by the COUNTY, temporarily move its cable television system to permit the moving of buildings, the expense of such temporary move to be paid by the person requesting the same, and COMPANY shall be given at least five (5) working days advance notice to arrange for such temporary moves. Nothing herein shall prohibit COMPANY from requiring payment in advance prior to moving its cable television system.

SECTION 10. POLE ATTACHMENTS

The COMPANY shall enter into pole attachment agreements to utilize the facilities of existing utility companies, whenever feasible. All cable is required to be underground in new subdivisions, according to the COUNTY subdivision ordinance.

SECTION 11. WARRANTY

COMPANY covenants and agrees that it will continue to operate its cable television system in the COUNTY in a good and workmanlike manner, staffed with qualified personnel.

SECTION 12. COMPLIANCE WITH OTHER LAWS

COMPANY will comply with all applicable rules and regulations of the Federal Communications Commission now and hereafter promulgated and with the statutes, rules and regulations of any other state or federal authority having jurisdiction over COMPANY. This franchise shall be subject to automatic amendments necessary to conform its terms with such statutes, rules and regulations.

SECTION 13. ASSIGNMENT

This franchise shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

SECTION 14. DISCRIMINATION PROHIBITED

COMPANY agrees not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly relating to employment, because of race, color, religion, national origin, age, sex, height, weight or marital status.

SECTION 15. SUPERSEDURE

This franchise constitutes the entire agreement between the parties hereto with request to the subject matter hereof and supersedes all prior understandings and agreements between the parties, whether oral or written. This franchise may be modified or amended only with the mutual consent of both parties.

SECTION 16. SERVICE TO PUBLIC BUILDINGS

COMPANY shall furnish, without installation charge or monthly service fee, one outlet and basic service (as that service shall be defined from time-to-time) to the following buildings in the COUNTY: all municipal buildings, police and fire stations, park district buildings, public libraries, county buildings, township buildings, public and private schools, provided that such connections can be accomplished with a standard drop line of no greater than 250 feet. Additional outlets may be installed at no charge at the request of the COUNTY provided that both parties agree that the request for the additional outlet is "reasonable". In the event a longer cable is required to reach any public building from COMPANY'S distribution system, COMPANY shall install the longer connection upon request of and payment by the COUNTY of COMPANY'S cost. (Beyond the initial 250 feet).

SECTION 17. PRIVACY PROTECTION

COMPANY shall not cablecast to its subscribers in the COUNTY any matter which is obscene or otherwise unprotected by the Constitution of the United States. COMPANY shall provide upon request a device with a capability of locking out any video or audio signal which such subscriber may deem offensive, unsuitable, or in poor taste.

SECTION 18. RIGHT TO OPERATE

There is hereby granted by the COUNTY to the COMPANY the non-exclusive license to operate a community Antenna Television System in the County of Kendall, Illinois, and to construct, install, maintain and operate towers, antennae, poles, conduit, wire, cable, amplifiers, connectors, and any and all other plant, fixtures, equipment or apparatus required to gather and distribute telecommunication service and audio and video program material to the persons, firms and corporations living or located within and near the COUNTY and to enter upon, use and occupy the bridges, avenues, streets, alleys, sidewalks, parkways

and all other such public grounds and places within the COUNTY, as they presently exist and as they shall become, for the above purposes and all other purposes reasonably necessary to the proper operation of such Community Antenna Television System. COMPANY needs to meet all permit and code requirements of construction and operation.

SECTION 19. TERRITORY

This ordinance shall apply to the present territorial limits of the COUNTY and to any area henceforth added thereto during the term of the license granted by this ordinance. The COMPANY shall build in areas of the COUNTY it deems financially feasible. A project shall be deemed financially feasible if the entire construction area passes twenty (20) homes per mile for above-ground construction and is contiguous to COMPANY's existing cable television system.

SECTION 20. COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES

The COMPANY shall, at all times, be subject to all lawful exercise of the police power by the COUNTY, and to such reasonable and lawful regulations as the COUNTY shall hereafter by resolution or ordinance provide. In addition, the COMPANY shall be subject to any and all regulations either presently in effect or which shall become so in the future by the Federal Communications Commission.

SECTION 21. LIABILITY OF COMPANY

The COMPANY shall indemnify and save the COUNTY and its agents and employees harmless from all and any claims for personal injuries or property damages, and any other claims and costs, including attorney's fees, expenses of investigation and litigation of claims and suits thereon which may arise from the installation and/or operation of COMPANY'S Community Antenna Television System or any equipment of the COMPANY. In case suit shall be filed against the COUNTY, either independently or jointly with the COMPANY, to recover for any said claim or damages, the COMPANY, upon notice to it by the COUNTY, shall defend the COUNTY, its agents and employees, against said action, and, in the event of a final judgment being obtained against the COUNTY, either independently or jointly with the COMPANY, the COMPANY will pay said judgment and all costs and hold the COUNTY harmless therefrom. For this purpose the COMPANY shall carry and at all times maintain a file with the Clerk of the COUNTY, and at all times keep in force, a public liability policy or policies in the name of the COMPANY and the COUNTY as their respective interests may appear, insuring the COMPANY and the COUNTY, against any and all liability arising from the installation and/or operation of the System, which policy or policies shall be approved by the legal counsel of the COUNTY. Such liability policy or policies shall be in the sum of two million (\$2,000,000.00) dollars for damage to property in any one accident, and not less than five hundred (\$500,000.00) dollars for injury or death to any one person, and not less than the sum of two million (\$2,000,000.00) dollars for death or injury to all persons affected by

any one accident. Such policies of insurance shall be issued by a company licensed to do business in the State of Illinois. The COMPANY shall also carry workers compensation coverage for all of its employees subject to such coverage, and shall submit to the Clerk of the COUNTY a certificate of insurance showing that workers compensation coverage is in effect.

The above reference certificate shall contain a provision that written notice of any cancellation or reduction in coverage shall be delivered to the COUNTY at least thirty (30) days in advance of the effective date thereof.

SECTION 22. SERVICE STANDARDS

The COMPANY shall maintain and operate the System and render efficient service in accordance with rules and regulations as are set by the Federal Communications Commission. The System shall be installed and maintained in accordance with good engineering practices and any spurious electromagnetic radiation must fall within the limits specified by the Federal Communications Commission.

- A. Notice of Interruption for Repairs - Whenever it is necessary to shut off or interrupt service for the purpose of making repairs, adjustments or installations, the COMPANY shall do so at such times as shall cause the least amount of inconvenience to its customers. The COMPANY shall make every reasonable effort to notify the customer at least 24 hours in advance of interruptions of service if feasible. Any service interruptions shall be for the shortest period of time consistent with any necessary repairs, adjustments or installations being made. Emergency maintenance may be conducted at any time, but may not unduly interfere with the rights of residents.

Every reasonable effort shall be made to conduct routine maintenance, in other than residential easements, between 1:00 a.m. and 6:00 a.m. Monday through Friday, excluding federally designated holidays. No routine maintenance shall be performed on Saturday, Sunday, or holidays.

Every reasonable effort shall be made to conduct routine maintenance in residential easements during daylight hours, Monday through Friday upon presentation of proper identification to the resident. Routine maintenance in residential easements shall not be performed on federal holidays.

- B. Non-discrimination of Service - The COMPANY shall not make or grant any preference or advantage to any person or subject any person to any prejudice or disadvantage provided that nothing in this ordinance shall be deemed to prohibit the establishment of a graduated scale of charges and classified rate schedules to which any customer coming within such classification might be entitled, provided

however, that any classifications shall be reasonable in nature.

- C. Interference - The COMPANY shall at all times operate the Community Antenna Television System so as not to adversely affect or interfere with existing radio and television reception and shall prevent radiation from COMPANY'S cables to antennas located in the COUNTY.

SECTION 23. CONSTRUCTION REQUIREMENTS, RECORDS AND STANDARDS

- A. Except as provided for herein all construction requirements, records and standards shall be in accordance with the Ordinance.
- B. (1) All restoration of public and private property shall be performed by the Grantee, or its' authorized subcontractor, so as to restore the property in as good, or like, condition than before the damage occurred. Grantee shall be responsible for and shall indemnify, defend and hold harmless the COUNTY and its' officers, resulting from any of the Grantee's activities in the restoration of public and private property.
 - (2) All grass areas shall be replaced with sod restored to final grade within seven (7) working days.
 - a. First watering shall be done by the Grantee by means of a water truck; or upon permission of the property owner, Grantee may use the water available upon the property. In the event that the Grantee secures the permission of the property owner to use the property's owner's water, the Grantee shall record the name of the person giving the permission and the date. In the event that the property is a multi-family dwelling unit, the Grantee shall secure the permission of the property owner, or management person to authorized to give said permission.
 - b. Additional watering shall be done by the owner of the property.
 - c. Sod that dies in the first year shall be replaced by the Grantee; sod that dies in the second season shall be replaced by grass seed by the Grantee.
 - d. Grantee shall place upon the door of the residence, or shall provide to the multi-family dwelling unit management person, a door hanger that explains the care and watering of the sod and the property owner's rights and obligations of restoration under this section of the Franchise Agreement.

- (3) If the Grantee uses a subcontractor for the restoration of public or private property and the restoration is unsatisfactory, then the Grantee shall notify the subcontractor of required additional restoration. If the restoration is not completed within thirty (30) days, weather permitting, and/or to the satisfaction of the COUNTY or the resident, then the Grantee shall restore said property. It shall be the responsibility of the Grantee to resolve claims between the resident and/or the COUNTY and the subcontractor employed by the Grantee to provide restoration service. All claims shall be resolved in a reasonable and expeditious manner. A resident that is not satisfied with the resolution or progress of his or her claim may seek assistance from the COUNTY.
 - (4) Upon termination of a subscriber's service, the Grantee shall, upon the subscriber's request, restore the exterior of the dwelling unit in as good a condition as is reasonably possible and at the Grantee's expense. Interior restoration shall be the responsibility of the subscriber.
- C. Permit and license requirements shall be as those applicable under the Ordinances of the COUNTY or the Township.
 - D. The Grantee shall, every six (6) months, provide a construction schedule to the COUNTY during periods of construction or re-construction. Said construction schedule to be reviewed and approved by the COUNTY. Approval by the COUNTY shall not be unreasonably withheld.
 - E. The System shall be considered to have been "initially built" for the purpose of this renewal contract (Franchise Agreement) and references for continued construction within the Ordinance shall be considered to be references for line extension.
 - F.
 - (1)
 - a. All temporary service drops shall be buried between April and November unless the Grantee receives permission from the COUNTY to delay burial.
 - b. Weather permitting, Grantee shall bury all temporary drops as expeditiously as possible but in no event later than twenty-one (21) days after placement. Grantee shall report to the COUNTY the status and location of any temporary drops which have not been completed within the time frames required by this section.
 - (2)
 - a. In the event that Grantee shall install snow/winter drops on a temporary basis, Grantee shall report to the COUNTY on April 15 of each year, the number of temporary installed drops as of that date; their location, and the projected date of the completion of

the installations.

- b. Temporary drops will be buried by Grantee as expeditiously as possible and in no case will a snow drop which has been placed prior to March 1 of that year, be left unburied beyond June 1 of the same year.
- G. (1) Contractors employed by the Grantee for construction and installation of cable plant shall be licensed under all local Ordinances and state laws and shall carry sufficient liability insurance in the amount of not less than two million (\$2,000,000.00) dollars. All subcontractors shall submit proof of insurance to the Grantee where said copy of insurance shall be maintained on file.
- (2) All contractors employed by Grantee for installation, maintenance, construction or repair of the System must be properly licensed under the laws of the State of Illinois, and all relevant local Ordinances. All contractors shall display a sign on their vehicles which identifies the contractor as working for the Grantee. All contractor employees or agents will carry a photo identification badge on their person, displayed where ever practicable, which identifies the employees or agent as working for Grantee.
- H. All conditions of construction apply to reconstruction, in part or in whole, of the CATV System. At least twenty-one (21) days prior to construction, or reconstruction, of any portion of the cable system, the Grantee shall file maps and plans with the Kendall County Highway Department. Grantee shall also, within thirty (30) days of completion of such construction file "as built" plans showing cable installation, alteration or improvements as completed with the Kendall County Highway Department and with the affected Township Highway Commission.
- I. Pedestals shall be placed next to existing utility pedestals and poles unless an exemption is granted by the COUNTY.
- J. Grantee shall have use of the utility easements to construct and maintain the CATV System. Any private easement shall be recorded on the plat of survey for the land parcel at the Grantee's expense.

SECTION 24. CONDITIONS ON RIGHT OF WAY OCCUPANCY

- A. Use - All transmissions and distribution structures, lines and equipment to be erected by the COMPANY from this time on within the COUNTY shall be so located as to cause minimum interference with the proper use of streets, alleys and other public ways and places, and to cause minimum interference with the

rights and reasonable convenience of property owners who adjoin the street, alleys or other public ways and places.

- B. Restoration - In any case of any disturbance of pavement, sidewalk, driveway or other surfacing the COMPANY shall, at its own cost and expense replace and restore all paving, sidewalk, driveway or surface of any street or alley disturbed, in as good condition as before said work was commenced, with prior notice to the Kendall County Highway Department.
- C. Relocation - In the event that any time during the term of this ordinance the COUNTY shall lawfully elect to alter or change the location or grade of any street, alley, or other public way or a pole or pole-line interfered with the necessary convenience of the COUNTY or a property owner, then, upon reasonable notice by the COUNTY the COMPANY shall remove, relay and relocate its poles, wires and cables or other television fixtures at its own expense.
- D. Placement of Fixtures - It is the policy of the COUNTY and it is understood by COMPANY that where distribution lines are to be installed along any public street the same shall be attached to existing utility poles or additional poles placed by COMPANY. It is understood and agreed that this restriction and limitation shall extend to any and all streets within the limits of the COUNTY, even though some of said streets may be part of the state highway system.
- E. Removal of Wire, Poles and Installations from COUNTY Right of Ways - The COMPANY shall remove or cause to be removed from the streets, alleys and public ways of the COUNTY and from all public property all of the wires, poles and installations of any kind or nature whatsoever which have been installed under the authority of this ordinance upon the termination of this ordinance, cessation of operations under this ordinance by the COMPANY, its successors or assigns, for any reason whatsoever, or the forfeiture of this license under any of the provisions of the ordinance.

SECTION 25. MANNER OF GIVING NOTICE

Whenever, by the terms of this ordinance, notice is required to be given by the COUNTY to the COMPANY, it may be given by certified mail, return receipt requested, addressed to the respective parties at their address listed below or any subsequent address of which either party may notify the other in writing, during the ordinary business hours at the principal office of the COMPANY. Whenever the COMPANY is required to give notice to the COUNTY, it shall do so by certified mail, return receipt requested, addressed to the respective parties at their address listed below or any subsequent address of which either party may notify the other in writing, during ordinary business hours at the Office of the Clerk of the COUNTY.

To the COUNTY OF KENDALL at: Kendall County
111 West Fox Street
Yorkville, Illinois 60560
Attn: County Clerk

with a copy to: Kendall County
111 West Fox Street
Yorkville, Illinois 60560
Attn: Director of Administrative Services

and a second copy to: Kendall County Courthouse
807 John Street
Yorkville, Illinois 60560
Attn: State's Attorney

To JONES at: Vice President/Operations
9697 E. Mineral Ave.
Englewood, CO 80112

with a copy to: Vice President/General Counsel
9697 E. Mineral Ave.
Englewood, CO 80112

- A. Unless otherwise stated in the Ordinance or Franchise Agreement, the Grantee shall return to compliance with the Ordinance and Franchise Agreement after notification by Grantor's agent, or upon Grantee's own discovery:
1. For consumer service and protection violations, within seventy-two (72) hours;
 2. For technical and maintenance provisions, within forty-eight (48) hours, and
 3. All other provisions, within a reasonable time frame as determined by the COUNTY but in no case more than thirty (30) days.
 4. The COUNTY may initiate notification to the Grantee of an alleged franchise violation, or of a subscriber complaint, through a letter, written instrument, or telephone call to management person, or employee, identified by the Grantee and said person shall have the authority to accept and respond to said communication.
- B. For those actions by the Grantee that the COUNTY deems to be of a serious or

repetitive nature, the COUNTY, through its' Agent, shall notify Grantee, in writing, of the alleged non-compliance. Grantor shall state the nature of non-compliance; shall reference the Ordinance and Franchise Agreement sections and shall provide a time frame for Grantee to come into compliance, and shall notify the Grantee of the action that may be initiated by the COUNTY for non-compliance.

1. Upon notice, the Grantee shall:
 - a. come into compliance at the request of the Grantor, or
 - b. propose an alternative remedy which shall cure the franchise violation and which the COUNTY may deem acceptable as returning the Grantee to compliance; or
2. Grantee may, within ten (10) days of notice by the COUNTY that Grantee is in violation of the Franchise Agreement and/or Ordinance, make a written request of the Chairman of the County Board for a review of the matter by the County Board.
 - a. The County Board shall hear and decide appeals from and review any order, requirement, decision, or determination made by an administrative official charged with the enforcement of the Ordinance and/or Franchise Agreement.
 - b. The administrative official shall transmit to the County Board all papers constituting the record upon which the action appealed from was taken.
 - c. An appeal stays all proceeding in furtherance of the action appealed from unless the administrative official certifies to the County Board that by reasons of fact stated in the record that a stay would, in his or her opinion, cause imminent peril to life or property, or would materially degrade the cable service to COUNTY subscribers.
 - d. The County Board shall have the authority to establish such rules as it deems necessary and appropriate relative to the conduct of the hearing on the appeal. The County Board shall fix a reasonable time for a hearing of the appeal and give notice thereof to the parties and decide the same within a reasonable time. Upon the hearing, any party may appear in person, or by agent, or by attorney. The County Board may reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination as in its opinion ought to be made.

- e. A final decision of the COUNTY pursuant to the provision of this Section may be subject to the final review of the County Board.
- C. Fines, and/or liquidated damages collected during an appeal shall be placed in an interest bearing account and shall be disbursed in accordance with the findings of the COUNTY Board.
- D. No provision of this franchise shall be deemed to bar the right of the COUNTY to seek or obtain judicial relief from a violation of any provision of the franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this franchise nor exercise thereof shall be deemed to bar or otherwise limit the right of the COUNTY to recover monetary damages (except where liquidated damages are otherwise prescribed) for such violation by the Grantee, or judicial enforcement of the Grantee's obligations by means of specific performance, injunctions relief or mandate, or any other judicial remedy available at law or in equity.
- E. Subject to the provision of the Act, a Grantee shall not be relieved of any obligation to comply with any of the provisions of the franchise or any rule, regulation, requirement or directive promulgated thereunder by reason of any failure of the COUNTY or its officers, agents, or employees to enforce prompt compliance, nor shall such be considered a waiver thereof.

SECTION 26. COUNTY HELD HARMLESS

The granting of the license under this ordinance shall not be construed as any undertaking or guarantee of the efficiency of the COMPANY or maintenance of the service of COMPANY. The COUNTY assumes no responsibility for the acts or omissions of the COMPANY other than to require compliance with this ordinance.

SECTION 27. PAYMENT TO COUNTY

The COMPANY shall pay to the COUNTY for the privilege of operating a Community Antenna Television System under this franchise 5% of operating receipts received by the COMPANY from charges made to customers of the System; provided, however, that operating receipts are limited to the amount collected by COMPANY for telecommunications services, installation charges, pay television, and advertising. Sales tax or other taxes, if any, levied directly on a per subscription basis and collected by the COMPANY shall be excluded from the operating receipts. The COMPANY shall make payment to the COUNTY within sixty (60) days after the close of each calendar quarter. Within one hundred twenty (120) days of the close of its fiscal year, the COMPANY shall furnish the COUNTY with an audited statement of its operating results showing, among other things, the operating receipts received

by the COMPANY from its operations within the COUNTY during such fiscal year.

SECTION 28. SEVERABILITY

This grant of the license is made upon the express condition that the COMPANY within thirty (30) days after this ordinance is passed by vote of the COUNTY BOARD shall file with the Clerk of the COUNTY a written acceptance of the same, and, when this ordinance shall have been accepted by the COMPANY, such ordinance and acceptance shall constitute a contract between the COUNTY and the COMPANY.

If any section, subsection, sentence, clause, phrase or portion of this franchise is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 29. EMERGENCY BROADCASTING

The COMPANY agrees to provide an emergency broadcast system ("EAS") in conformance with state and federal law. The COMPANY agrees to provide the COUNTY access to the EAS. The COMPANY also agrees to provide the COUNTY with an audio only emergency override for all channels to be used by the COUNTY for the announcement of emergency information.

SECTION 30. TECHNICAL ENHANCEMENTS

During the term of the license granted by this ordinance, the COMPANY agrees to provide customers in the COUNTY with the similar channel line-up and ancillary services that the COMPANY provides to customers in adjacent areas fed off the same headend.

SECTION 31. COUNTY PROGRAMMING

The COMPANY shall make available its production facilities to the COUNTY for the purpose of producing programming related to COUNTY events. The COUNTY acknowledges that the studio is available on a part-time and first come/first served basis and agrees to comply with the procedures established by the COMPANY at the facility.

PASSED by the Kendall County Board, Kendall County, Illinois this 20th day of
OCTOBER 1998.


County Clerk

APPROVED by me as Chairman of the Kendall County Board, Kendall County, Illinois this
20th day of OCTOBER 1998.


Chairman, Kendall County Board

Exhibit A
Monthly Subscription Rate

Limited Basic Monthly Service Rate* = \$12.69

Expanded Basic Monthly Service Rate* = \$27.44

* - Rates are subject to change upon written notice per section 3 of the Ordinance
Granting a Franchise Renewal