

AN ORDINANCE GRANTING AUTHORIZATION TO PLANO CABLE T.V., INC., AN ILLINOIS CORPORATION, ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, OPERATE AND MAINTAIN A NON-EXCLUSIVE COMMUNITY ANTENNA TELEVISION SYSTEM IN LITTLE ROCK TOWNSHIP, KENDALL COUNTY, ILLINOIS, AS AN ADJUNCT TO ITS PLANO, ILLINOIS SYSTEM

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

Section 1. SHORT TITLE. This ordinance shall be known and may be cited as the Little Rock Township, Kendall County Non-Exclusive Community Antenna Television Ordinance.

Section 2. DEFINITIONS. For the purposes of this ordinance the following terms, phrases, words and derivations shall have the meaning given, herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number. The word "shall" is always mandatory and not merely directory.

- a. "County" is Kendall County, Illinois.
- b. "Operator" is Plano Cable T.V., Inc., an Illinois Corporation, its successors and assigns.
- c. "County Board " is the Chairman of the "Board Of Kendall County" and the County Board of Kendall County, Illinois.
- d. "Person" is any person, firm, partnership, association, corporation, company, or organization of any kind.

- e. "System" shall mean the lines, fixtures, equipment attachments, and all appurtenances thereto which are used in the construction, operation and maintenance in the unincorporated portions of the County of the community antenna television system herein authorized.
- f. "Utility" means any public utility doing business in the County.
- g. "Service" means community antenna cable television service.

Section 3.        GRANT OF AUTHORITY.    There is hereby granted to Operator, its successors and assigns, the right and privilege to construct, erect, install, operate, and maintain in, upon, along, across, above, over and under, the streets, alleys, public ways and public places, now laid out or dedicated and all extensions thereof and additions thereto, in the County wires, poles, cables, underground conduits, conductors and fixtures necessary for the maintenance and operation in Little Rock Township in said County, a community antenna television system for the reception and distribution of television signals and energy, frequency modulated radio signals, and any visual and aural signals which are not otherwise herein prohibited as an extension of service being provided to the City of Plano, Kendall County, Illinois under an ordinance granted on February 12, 1979 known as Ordinance No. 1979-2. The rights herein granted shall extend to any area annexed to Little Rock Township, Kendall County, Illinois, and Operator shall be bound by the

same rules, and regulations as to such area as are otherwise herein or hereafter provided. This grant extends to the leased or rented use of poles and other facilities of any utility now or in the future operating in the County.

Should Operator use any poles or other facilities of any utility, the following provisions shall be met: (a) Operator and the utility shall execute a written agreement covering the terms of such usage, and (b) a certified copy of such agreement shall be filed in the office of the County Clerk.

Section 4. COMPANY LIABILITY AND INDEMNIFICATION.

- a. LIABILITY COVERAGE. It is expressly understood and agreed by and between Operator and the County that Operator shall save the County, its officials and employees harmless from all loss sustained by the County, its officials and employees on account of any suit, judgment, execution, claim or demand whatsoever arising out of the construction, operation and maintenance of the system by Operator. Operator agrees to maintain and keep in full force and effect at all times during the term of this ordinance, liability insurance coverage to protect the County, its officials and employees against any such claims, suits, judgments, executions, or demands to the extent of not less than \$500,000 per person as to any one claim, \$1,000,000 as to any one accident or occurrence, and not less than \$200,000 for property damage as to any one accident or occurrence, or to such greater extent on

any or all such coverage as may be required of Operator by any other utility under Section 3 hereof.

- b. INSURANCE COVERAGE. There shall be filed in the Office of the County Clerk a Certificate of Insurance, naming the County as additional insured under the liability insurance required by this ordinance. The insurance company writing such insurance and certificate shall carry a "Triple A" financial rating in the then current edition of Best's Insurance Guide.

Section 5. PERFORMANCE BY OPERATOR.

- a. Subject to the provisions of Section 10 hereof, Operator shall, within sixty months from the effective date of this ordinance, be offering service to at least 30 per cent (30%) of the dwelling units in the County, and within ten years of such effective date shall be offering service to all dwelling units in the County, provided that Operator shall not be required to provide service to any area having a population of less than 50 dwellings per cable mile nor to any areas as to which Operator, in order to reach such area, is caused to install more than one mile or more of cable through areas which do not have at least 50 dwellings per mile of cable.
- b. At the request of the County, Operator hereby agrees to provide service (at no charge other than the direct charge, if any, which Operator pays a utility in connection with the provision of such service,

under an agreement of the type contemplated by Section 3 hereof) to the following building within the unincorporated portions of the County, all municipal buildings, police and fire stations, park district buildings, public libraries, public and private schools provided said buildings are within the Operator's service area as above defined. Operator's obligation under this Section shall be limited to providing the service to one matching transformer in each such building.

- c. Operator hereby agrees that the rates it charges customers in the unincorporated portions of the County for service shall not be unreasonably discriminatory, and, except as herein provided, and, in addition, except as to the owner of the premises upon which its operational facility is located, that no free service will be permitted to any customer. This section shall not prevent Operator, however, from conducting promotion campaigns to attract new customers, including elimination or reduction of the initial connection fee or of the monthly service charge for a specified period.
- d. The Operator hereby agrees that it will make available a full range and variety of program material from time to time available in the area. The Operator agrees to make available programming material on a minimum of 22 channels including the following channels:

(1) Basic service:

- (a) Chicago Channel 2
- (b) Chicago Channel 5
- (c) Chicago Channel 7
- (d) Chicago Channel 9
- (e) Chicago Channel 11
- (f) Chicago Channel 26
- (g) Chicago Channel 32
- (h) Chicago Channel 38\*
- (i) Chicago Channel 44
- (j) Rockford Channel 13
- (k) Atlanta Channel 17
- (l) Local origination

(2) Additional service with converter:

- (a) Pay T.V. (Home Box Office or Show Time)
- (b) Christian Broadcasting Network
- (c) Praise the Lord
- (d) Rockford Channel 17\*\*
- (e) Rockford Channel 23\*\*
- (f) Aurora Channel 60\*\*
- (g) Joliet Channel 66\*\*
- (h) Congressional Sessions
- (i) U.S. Weather Bureau (Audio)
- (j) Local Government Access Channels
  - 1) City Council
  - 2) Police Dept.

3) Fire Dept.

4) Civil Defense

(k) Education

(l) Religious

\* (Channel 38 time will be shared with Madison Square Garden Events)

\*\* (This service will be available when acceptable service by these channels is provided)

Section 6. CONDITIONS OF STREET OCCUPANCY AND  
SYSTEM CONSTRUCTION.

- a. USE. All structures, lines, and equipment erected or installed by Operator within the unincorporated portions of the County shall be so located as not to cause unreasonable interference with the proper use of streets, alleys, and other public ways and places, and to avoid unreasonable interferences with the rights or reasonable convenience of property owners who adjoin any of said streets, alleys, or other public ways and places.
- b. RESTORATION. In case of any disturbance of pavement, sidewalks, driveways, or other surfacing, Operator shall, at its own expense and in a manner approved by the County, replace and restore such places so disturbed in as good condition as before said work was commenced, and shall maintain the restoration in a condition approved by the County for the full period of one year.

- c. RELOCATION. In the event that at any time during the term of this ordinance, the County shall lawfully elect to alter or change the grade of any street, alley or other public way, Operator, upon reasonable notice by the County, shall (except when Operator's equipment is located on private property) remove, re-lay and relocate its equipment at its own expense.
- d. PLACEMENT OF FIXTURES. The location by Operator of its lines and equipment shall be in such manner as not to interfere with the normal travel on said streets, alleys, and public ways and normal use of the same by utility, water and sewer lines and equipment.
- e. TEMPORARY REMOVAL OF WIRES FOR BUILDING MOVING. Operator shall, on the request of the County, temporarily raise or lower its wire to permit the moving of buildings. This work shall be at the expense of the person moving the building.
- f. TREE TRIMMING. When necessary for the installation of poles, cables, conduit, house connections or other structures, Operator is hereby authorized to trim trees located on public property. Such trimming shall be done in a workmanlike manner, in such a way as to preserve the beauty and balance of the tree, and under the supervision of properly designated County personnel.
- g. NON-LIABILITY OF COUNTY. The County, its officials and employees shall not be liable for any damage



occurring to the property of Operator caused by employees of the County in the performance of their duties, nor shall the County, its officials and employees be held liable for the interruption of service by actions of County employees in the performance of their duties, nor shall the County be held liable for the failure of Operator to be able to perform normal services due to acts of God.

- h. PERMITS FROM OTHERS. Operator shall be responsible for securing any rights-of-way, easements, permits or agreements from any other persons or utilities that may be needed by Operator for any reason.

Section 7. CONSTRUCTION APPROVAL BY COUNTY. Except for individual service drops, Operator shall not, in the unincorporated portions of the County, erect any pole, run any line, make any attachment, nor shall construction of any kind be commenced without the prior approval (which shall not be unreasonably withheld) of the County, in the form of a permit issued by the County, upon approval of layout maps showing the location of the facility or equipment to be installed. The County shall have and maintain the right to inspect the construction, operation and maintenance of the system by Operator to insure the proper compliance with the terms of this ordinance. In the event Operator should violate any of the terms of this Section or the terms of any permit granted under authority of this Section or any rules and regulations that may be from time to time lawfully adopted by the County, the County shall immediately give to

Operator written notice to correct such violation, and in the event Operator does not make such correction within ninety (90) days from the receipt of such written notice, the County may make such correction itself and charge the cost of same to Operator.

Section 8. CUSTOMER SERVICE.

- a. IN GENERAL. The Operator shall provide to all customers a system capable of transporting to its customers over this system the signals of all commercial and educational television stations in the Chicago metropolitan area, complying with copyright laws and the regulations of the Federal Communications Commission.
- b. EDUCATIONAL SERVICE. The Operator shall reserve one television channel for the use of educational institutions within the unincorporated portions of the County for the origination of educational television telecasts and the interconnection of all said educational institutions. (See Section 5. B(11) for identity of said channel)

Section 9. SERVICE STANDARDS.

- a. The Operator shall maintain and operate the system and render efficient service in accordance with such rules and regulations as are or may be set forth by the Federal Communications Commission. The Operator shall operate the system so that there will be no interference with television reception, radio reception, telephone communications or other installations which

are now or may hereafter be installed and in use in the County.

- b. The Operator shall take all necessary steps so that the system shall maintain at all times:
- (1) Use of all bank equipment capable of passing the entire VHF televisions and FM radio spectrum.
  - (2) Equipment that passes standard color television signals without degradation and with no appreciable effect on color fidelity and intelligence.
  - (3) A minimum level of 1,000 micro-volts at the input terminals of each TV receiver on the line.
  - (4) A system and all equipment designed and rated for 24-hour per day continuous operation.
  - (5) A signal-to-noise ratio of not less than forty-three decibels.
  - (6) A television signal with a hum modulation less than three percent.
  - (7) Components having voltage standing wave ratio of 1.4 or less.
  - (8) An inter-modulation distortion not to exceed minus forty-six decibels.
  - (9) A plot of gain versus frequency across any six megacycle channel of a flat plus or minus one decibel.
- c. The Operator shall provide and keep accurately calibrated test equipment on hand in the service area at all times for the testing of all service and operational

standards outlined in this Ordinance and shall conduct these tests as reasonably requested by the City under the supervision of a City representative, in order to establish the level of performance of the system.

Section 10. DEFAULTS. Operator shall not be deemed nor declared to be in default under any of the conditions, provisions, requirements or limitations of this ordinance in any case in which the performance of any such condition, provision, requirement or limitation is prevented by reason of strikes, injunctions or any other cause, including any lawsuit or administrative agency proceeding, reasonably beyond the control of Operator. In the event that Operator's performance is prevented by any such cause, the time for performance shall be extended by the period during which such cause was in effect.

Section 11. RATES TO CUSTOMERS. The Operator agrees that all rates charged to customers by the Operator shall be standard, uniform and reasonable. A copy of Operator's scale of charges for installation and furnishing of service shall be filed with the County Clerk not less than 60 days prior to the effective date of such charge and shall be as follows:

- |    |                                  |                   |
|----|----------------------------------|-------------------|
| a. | Basic rate * **                  | \$ 6.95 per month |
|    | (1) Installation charge          | 9.95 one time     |
| b. | Additional Outlets - one or more | 1.00 per month    |
|    | (1) Installation charge -        |                   |
|    | additional outlets               | 5.00 one time     |

(2) Plug-in Jacks - installation charge	5.00 each
c. Senior Citizen - Public Housing Rate	3.50 per month
(1) Installation - Time and Material	3.50 per month
d. Senior Citizen (65 or over) - Homeowner Rate	5.00 per month
e. Basic Service - Annual Rate (payable in advance) service	83.40 13 mo.
f. Pay T.V.*	8.00 per month
(1) Installation Charge	9.95 one time
(2) Annual payment in advance entitles pay T.V. subscriber to an 8% Discount	
g. FM Service	1.00 per month
(1) Installation	10.00 one time
h. Converter - Basic Rate	2.00 per month
(1) Installation deposit (returnable on cancellation provided converter is in good condition)	10.00 one time

\* Basic Service and pay T.V. Introductory Offer

Subscriptions during the Pre-Construction period will entitle the subscriber to that service ordered (Basic service and/or pay T.V.) without payment of installation charges.

\*\* Subscribers for the Basic monthly service (not pay T.V.) will pay \$6.95 for the first monthly service charges with a 10

day free trial cancellation period (money back guarantee).

The Operator may not enforce collection of any charges to any customer beyond the date on which the customer gives written notice to the Operator to discontinue his service, nor may the Operator make any charge for disconnection for a normal installation. Upon termination of service to any customer, the Operator shall promptly remove all of its facilities from the premises of such a customer upon his request.

Section 12. RATE CHANGE PROCEDURES.

- a. APPLICATION FOR INCREASE IN RATES. The Operator may file written applications for increases in subscriber rates during the term of the franchise and any renewal or extension thereof. Upon receipt of any such application for increases in subscriber rates, the County shall cause a public hearing to be conducted on such application within sixty (60) days from receipt of written application. At the conclusion of any such public hearing, the City shall either grant or deny such request for rate increase within thirty (30) days. Unless notified to the contrary by the County, the requested rate change and new rate schedule shall be effective on the 91st day following the written request.
- b. LIMITATION ON APPLICATION FOR INCREASE IN RATES. The Operator shall not file more than one application for an increase in fees, rates or charges for services provided pursuant to this Ordinance during any calendar

year, except to seek relief from the imposition of federal, state or local taxes, copyrights or other legally-imposed fees not contemplated in the most recent rate determination. Furthermore, no application for an increase in fees, rates or charges shall be made prior to the Operator offering community antennae cable service to 20 percent of the dwelling units in the County.

- c. MAXIMUM ALLOWABLE RATE INCREASES. The Operator shall not be allowed rate increases in excess of the annual cost of living increases as indicated by the Consumer Price Index published by the Bureau of Labor Statistics, U.S. Department of Labor, or such other price index as may from time to time be in use. Annual cost of living increases not utilized by the Operator may be accumulated; however, in any year after the first year.
- d. DOCUMENTATION OF REQUEST FOR INCREASE. Any application for a rate increase submitted by the Operator during the term of the franchise shall be accompanied by appropriate data supporting the need for the increase.
- e. BOOKS TO BE OPENED, REQUEST TIMETABLE. In addition, for the purpose of determining the reasonableness of Operator's fees, rates or charges for such services as provided pursuant to this Ordinance, all such information, in accordance with the provisions of Section 14 of this Ordinance shall be made available

to the County upon reasonable notice during Operator's business hours.

- f. NOTIFICATION OF CHANGES IN REGULATORY FEES. The Operator shall provide written notification to the County of any changes received and regulatory fees payable by it to any other agency having regulatory jurisdiction over the Operator.

Section 13. PAYMENTS TO COUNTY.

- a. Subject to approval of said fee by the Federal Communications Commission, the Operator shall pay to the County a tax on the gross revenues (excluding any revenues received by Operator under Section 5(b) hereof) received by Operator from the operation of the system in the unincorporated portions of Little Rock Township, in said County for the duration of this ordinance as follows:

- (1) Basic service: 5% of gross monthly service charge revenue, as set forth in Section 12; except
- (2) Pay T.V.: 5% of gross monthly service charge revenue;
- (3) Advertising revenues: 5% of gross paid billings.

- b. MANNER OF PAYMENT. All payments of such tax or fee shall be made to the County semi-annually and shall be due on or before August 1 and February 1 of each year commencing with the year in which Operator begins to render service in the unincorporated portions of the County.



Section 14. RECORDS AND REPORTS. On or before March 1 of each year, commencing with the year following the year in which Operator begins to render service in the County, Operator shall submit to the County a summary report, prepared by a competent firm of Certified Public Accountants, showing gross revenue received by Operator from the operations of the system within the unincorporated portions of the County during the preceding year.

Section 15. ASSIGNMENT OR TRANSFER. The Operator shall not sell or transfer its plan or system, nor transfer any rights under this franchise without approval of the County Board, which approval shall not be unreasonably withheld. Provided, however, that no sale or transfer shall be effective until the vendee or transferee has filed in the Office of the County Clerk of the County an instrument, duly executed, reciting the fact of such sale or transfer, and accepting the terms of this franchise, and agreeing to perform all of the conditions hereof.

Section 16. LOCAL OFFICE: COMPLAINT PROCEDURES.

- a. During the term of this Franchise, and any renewal thereof, the Company shall maintain within the County a local business office or agent for the purpose of receiving and resolving all complaints regarding the quality of service, equipment malfunctions, and similar matters. The provisions of this Section shall be complied with if Company maintains a local business headquarters office within 10 airline miles

of the principal coordinates of Plano, Illinois, which office may be reached by a local, tollfree telephone call, and provides the office of the Mayor of that city with the name, address and phone number of a person who will act as the Company's agent to receive complaints regarding quality of service, equipment malfunctions and similar matters. The local office shall be open to receive inquiries or complaints from subscribers during normal business hours, and in no event less than 9:00 - 5:00, Monday through Friday. Any complaints from subscribers shall be investigated and acted upon as soon as possible, but at least within three business days of their receipt. The Company shall keep a maintenance service log which will indicate the nature of each service complaint, the date and time it was received, the disposition of said complaint, and the time and date thereof. This log shall be made available for periodic inspection by County.

- b. The Company shall by appropriate means, such as a card or brochure, as subscribers are connected or reconnected to the system furnish information concerning the procedures for making inquiries and/or complaints, including the name, address and local telephone number or employee or employees or agent to whom such inquiries or complaints are to be addressed.

Section 17. LINE EXTENSIONS.

- a. It shall be the obligation of the Operator to serve all residents of the County areas that are the subject matter of this franchise, except to the extent that density of homes, adverse terrain or other factors render providing service impracticable, technically infeasible or economically noncompensatory. For purposes of determining compliance with the provisions of this Section, and to provide for a reasonable and nondiscriminatory policy governing extensions of cable service within the County, which policy was subject to public review in the public proceeding leading to the award of this Franchise, Operator shall extend service to new subscribers, at the normal installation charge and monthly rate for customers of that classification, under the following terms and conditions:
  - b. Where the new subscriber, or nearest subscriber of a group of new subscribers is located within 500 feet of existing trunk cable, and
  - c. Where the number of homes to be passed by such new extension cable plant bears the same proportional ratio to the total amount of new cable plant as the average number of homes passed per mile of existing cable plant.
  - d. In the event the requirements of Subsections b and c are not met, the installation cost per subscriber

shall be determined on a negotiated basis between the Operator, the County and the potential subscriber or subscribers.

Section 18. LANDLORD - TENANT.

- a. No landlord shall demand or accept payment from Operator for permitting Operator to provide cable television service on or within said landlord's property or premises provided, however, that such landlord may be entitled to reasonable reimbursement for any direct expenses incurred by him in connection with the installation of cable television service.
- b. No landlord shall interfere with the installation of cable television facilities upon his property or premises nor shall such landlord discriminate in rental charges, or otherwise, between tenants who receive cable service and those who do not. No landlord shall demand or accept payment from any tenant, in any form, for permitting cable television service on or within his property or premises.

Section 19. THEFT OF SERVICES AND TAMPERING.

- a. No person, whether or not a subscriber to the cable system, shall willfully, maliciously or otherwise damage or cause to be damaged any wire, cable, conduit, apparatus, appurtenance or equipment of a Franchisee operating a cable television system within the County, or commit any act with intent to cause such damage, or to tap, tamper with or otherwise connect any wire

or device to a wire, cable, conduit, apparatus, appurtenance or equipment of such Franchise with the intent to obtain a signal or impulse from the cable system without authorization from or compensation to such Franchise, or to obtain cable television or other communications service with intent to cheat or defraud said Franchise of any lawful charge to which it is entitled.

- b. Whoever shall violate any provision of this Section shall be guilty of a misdemeanor and shall be liable to a penalty of not less than One Hundred (\$100.00) Dollars for a first offense and not less than Five Hundred (\$500.00) Dollars nor more than One Thousand (\$1,000.00) Dollars for a second and every subsequent offense. The penalties provided in this Section shall be enforced by appropriate proceedings instituted by the County or the Operator. The Courts of Kendall County shall have jurisdiction to enforce this Section.

Section 20. TERM OF ORDINANCE. This ordinance shall remain in full force and effect for a term of eighteen (18) years and shall, at the conclusion of such term, be subject to renewal by the County by negotiation upon reasonable terms with Operator for additional periods.

Section 21. REGULATION. The provisions of this ordinance are subject to such rules and regulations as are now or may hereafter be adopted by the Illinois Commerce Commission or any other state or federal agency having jurisdiction of Operator.

Section 22. PENALTIES. Should Operator, its successors or assigns, violate any of the provisions of this ordinance, or any rules and regulations lawfully adopted by the County or any other laws, or fail to perform any of the provisions hereof, Operator shall forfeit all its rights hereunder to the County upon the continuation of such violation or failure for a period of more than ninety (90) days from the date Operator receives written notice from the County of such violation or failure. In the event of the bankruptcy or receivership of Operator, all rights herein given to Operator shall at the option of the County be forfeited and terminated.

Section 23. SUCCESSORS AND ASSIGNS. All provisions of this ordinance which are obligatory upon, or inure to the benefit of Operator shall also be obligatory upon and shall inure to the benefit of any and all successors and assigns of Operator.

Section 24. SEPARABILITY. In the event any section or part of this ordinance shall be held invalid, such invalidity shall not affect the remaining sections or portions of this ordinance.

Section 25. CONFLICTING ORDINANCES. Where the provision of any ordinance or parts of ordinances are in conflict herewith, the more restrictive regulation shall apply.

Section 26. EFFECTIVE DATE. This ordinance, if accepted by Operator, shall be in full force and effect on and after \_\_\_\_\_, 1981.

PASSED BY THE COUNTY BOARD OF KENDALL COUNTY,  
ILLINOIS THIS 10 DAY OF March, 1981

Jean P. Brady  
County Clerk

APPROVED by the Chairman of the  
Board of Kendall County, Illinois,  
this 19 day of Mar. 1981.

Robert S. Cherry  
Chairman of the Board of Kendall County

ATTEST:

Jean P. Brady  
COUNTY CLERK

STATE OF ILLINOIS  
COUNTY OF KENDALL  
- FILED -

MAR 10 1981

Jean P. Brady County Clerk  
Kendall County

R. 120