

COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
COUNTY OFFICE BUILDING
County Board Rooms 209-210

Thursday, September 15, 2016 at 4:00 PM

AGENDA

1. Call to Order and Pledge of Allegiance

2. Roll Call: Lynn Cullick, Bob Davidson, Elizabeth Flowers, Judy Gilmour, Scott Gryder (Board Vice Chair), Dan Koukol, Matthew Prochaska, John Purcell, John Shaw (Board Chair), Jeff Wehrli

3. Items of Business

From Public Building Commission:

- *Resolution Dissolving the Kendall County Public Building Commission, County of Kendall, Illinois, Pursuant to the Public Building Commission Act (50 ILCS 20/1 et seq.)*

From Admin HR Committee:

- *Cable Television Franchise Agreement by and Between the County of Kendall, Illinois and CMN-RUS, Inc.*

From Kendall County Sheriff:

- *Review and Approval of Bid for PSC/Courthouse Security System Upgrade*

From Public Safety Committee:

- *Review and Approval of RFP for Video Visitation*

From Health & Environment Committee:

- *Discussion of the Food Protection Ordinance*
- *Discussion of the Water Supplies Ordinance*
- *Discussion of the Wastewater Treatment System Ordinance*

4. Public Comment

5. Questions from the Media

6. Chairman's Report

7. Review Board Action Items

8. Executive Session

9. Adjournment

COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
Meeting Minutes
Thursday, August 11, 2016

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The meeting was called to order by County Board Chair John A. Shaw at 4:00p.m., who led the committee in the Pledge to the American Flag.

ROLL CALL

Present: Dan Koukol - here, John Shaw – yes, Lynn Cullick - here, Judy Gilmour here, Matthew Prochaska - here, Bob Davidson – yes, Scott Gryder – here

Board Members Absent: Elizabeth Flowers, Jeff Wehrli

Member Purcell entered the meeting at 4:06p.m.

Others present: ASA David Berault, Undersheriff Harold Martin, John Sterrett, and Jeff Wilkins

ITEMS OF BUSINESS

➤ *From Admin HR Committee:*

- *Approval of Agreement with Current Technologies to purchase Wireless Link at an amount not to exceed \$24,891.24 – Jeff Wilkins briefed the committee on the proposed purchase, and David Berault stated that he had reviewed the agreement with Current Technologies, gave an addendum for it.*

Member Davidson asked if other bids were received, and if they could see those bids at the County Board meeting on Tuesday, August 16, 2016. Mr. Wilkins stated that they are also looking into connections with Kane County and then possibly onto DeKalb in the future. Mr. Wilkins stated that this was included in the FY2016 Technology budget. Mr. Wilkins will have all bids submitted available at the August 16, 2016 County Board meeting.

There was unanimous consensus by the committee to vote on the item at the August 16, 2016 County Board meeting.

➤ *From PBZ Committee:*

- *Discussion on Enforcement of Noise Regulations for Banquet Hall Facilities – Member Gryder briefed the committee on the Special Uses Permitted conditions for a banquet hall/facility. Member Gryder said that at a previous meeting, citizens voiced their concern about noise at county banquet halls/facilities. Mr. Gryder also stated that the County Noise ordinance does not apply to the Agricultural District, but only applies to the Residential District.*

John Sterrett, Planning, Building and Zoning Senior Planner, stated that the noise ordinance in the county is a separate document that specifically exempts agricultural property, so any noise emitted on that property the noise ordinance would apply, but because it specifically exempts agricultural properties, the county special uses permits in the agricultural district would not be applicable to the noise ordinance.

Mr. Sterrett said that there is within the special use permit banquet hall facilities category, a section on noise regulations, that is separate from the County's Noise Ordinance, but it does hold the banquet facilities to a condition of their approval that they do have to meet the noise regulations. Mr. Sterrett said that the difference between the Noise Ordinance and the regulations on noise for Special Uses Permits, is that the Noise Ordinance is enforced by the Sheriff's Office, whereas the regulations on noise for Special Uses is a zoning matter and is enforced by PBZ.

Mr. Sterrett said that the Sheriff's Office has agreed to assist PBZ in the investigation and documentation, and taking meter readings of the noise at a specific location if there are complaints, and then forward that information to PBZ so they can review it and determine if there is a violation of the Special Uses Permit, and if it is something that becomes ongoing, and something that PBZ needs to address with the property owner. Undersheriff Martin stated that there are four decibel meters in the Sheriff's Office that can be used to measure the level of noise at a rural banquet facility.

Mr. Sterrett stated that Planning, Building and Zoning is working closely with the sheriff's office to ensure compliance of all ordinances, and that PBZ provided a list of the five special uses permits of banquet facilities in the County to the Sheriff's Office so they are now aware of their locations.

Mr. Wilkins said that each special use permit is its own ordinance, although there are some basic regulations that might apply to all special uses, there might be additional regulations placed on a specific special uses permit. Mr. Wilkins also cautioned the Board that too many restrictions on rural banquet halls may result in legal action against the county.

PUBLIC COMMENT – None

QUESTIONS FROM THE MEDIA - None

CHAIRMAN'S REPORT – No report

REVIEW BOARD ACTION ITEMS – Chair Shaw asked the committee to review the August 16, 2016 Board agenda for any necessary changes or additions. Member Gilmour asked that the 708 Mental health Board report be removed, and that the Juvenile Justice Council report be added to the agenda.

ADJOURNMENT – Member Koukol moved to adjourn the meeting at 4:37p.m. Member Prochaska seconded the motion. **The motion was unanimously approved by a voice vote.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary

COUNTY OF KENDALL, ILLINOIS
RESOLUTION 2016-__

**RESOLUTION DISSOLVING THE KENDALL COUNTY PUBLIC BUILDING
COMMISSION, KENDALL COUNTY, ILLINOIS PURSUANT TO
THE PUBLIC BUILDING COMMISSION ACT (50 ILCS 20/1 *et seq.*)**

WHEREAS, on May 10, 1988 the Kendall County Board created the Kendall County Public Building Commission pursuant to the Public Building Commission Act (50 ILCS 20/1 *et seq.* (formerly enacted as Ill.Rev.Stat., Ch. 85 ¶ 1031, *et seq.*)) by enacting Kendall County Resolution No. 88 3573 and subsequently recorded said Resolution with the Kendall County Recorder on July 19, 1988; and

WHEREAS, thereafter the Kendall County Public Building Commission was organized for the public interest and endeavored to make possible the construction, acquisition and enlargement of public improvements, buildings and facilities at convenient locations within the county seat, for use by the governmental agencies in the furnishing of essential governmental, health, safety and welfare services to its citizens in accordance with 50 ILCS 20/2; and

WHEREAS, in accordance with its mandate, the Kendall County Public Building Commission acquired the deed to PIN 02-29-100-006, wherein exists the "Kendall County Government Campus", which now contains the Kendall County Courthouse, Health & Human Services Building and Public Safety Center; and

WHEREAS, 50 ILCS 20/22.1(b) of the Public Building Commission Act states that "Any Public Building Commission which has fulfilled the purpose for which it was created, and all bonds issued by it and all of its contractual obligations except personnel contracts have been paid, may be dissolved, upon the filing by the presiding officer of the ... county board which organized such Commission, in the office of the recorder, a copy of a resolution adopted by the governing body of such ... county board approving such dissolution. Upon the dissolution of such Commission pursuant to this subsection, the Treasurer of the Commission shall cause all remaining funds under his control to be transferred to the Treasurer of the ... county which organized the Commission."; and

WHEREAS, at this time the Kendall County Public Building Commission desires to transfer the real estate located on PIN 02-29-100-006 by way of deed, including all buildings, facilities, rights and obligations in relation to the "Kendall County Government Campus" as described in Exhibit A, to the County of Kendall; and

WHEREAS, the Kendall County Public Building Commission ~~has~~shall completed its final annual audit of its books, records and accounts pursuant to 50 ILCS 20/10 and submit the same to the Kendall County Board within 180 days pursuant to 55 ILCS 5/6-31005; and

WHEREAS, the Kendall County Public Building Commission must at this time transfer all of its remaining funds to the Kendall County Treasurer pursuant to 50 ILCS 20/22.1(b); and

WHEREAS, at this time the Kendall County Public Building Commission has fulfilled the purpose for which it was created, and all bonds issued by it and all of its contractual obligations except personnel contracts have been paid.

NOW, THEREFORE, BE IT RESOLVED that the foregoing recitals are hereby incorporated into this section as if fully reinstated herein and that the Kendall County Board hereby approves the dissolution of the Kendall County Public Building Commission.

BE IT FURTHER RESOLVED that the Kendall County Board hereby approves the transfer of the Warranty Deed for the real estate parcel (PIN 02-29-100-006), including all buildings, facilities, rights and obligations contained within and in regard to the “Kendall County Government Campus” as described in the attached Exhibit A from the Kendall County Public Building Commission to the County of Kendall.

This Resolution shall be in full force and effect immediately upon its passage and approval as provided by law. Within thirty (30) calendar days after approval of this Resolution, the Kendall County Board shall file this Resolution and the attached Exhibits with the Kendall County Clerk and Recorder.

Approved and adopted by the County Board of Kendall County, Illinois, this ____ day of _____, September, 2016.

Board Chairman Signature:

Attest:

John A. Shaw, Chairman
County Board

Debbie Gillette
County Clerk

Ayes _____

Nays _____

Abstains _____

**CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
The
KENDALL COUNTY, ILLINOIS
And
CMN-RUS, INC., OMCAST OF ILLINOIS XIII, L.P.**

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the Kendall County, Illinois (hereinafter, the "County") and CMN-RUS, Inc. omcast of Illinois XIII, L.P., (hereinafter, "Grantee") this _____ day of _____, 2016~~5~~4 (the "Effective Date").

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

This Agreement is entered into by and between the parties under the authority of any shall be governed by the Cable Act and the Illinois Counties Code, as may be amended from time to time.

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 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.

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

“Customer” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the County, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the unincorporated areas within the present legal boundaries of the County as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean CMN-RUS, Inc. ~~east of Illinois XIII, L.P.~~

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly basic, 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 are deemed lawful and to be included in the gross revenue base for purposes of computing the Franchising Authority’s permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the “Pasadena Decision,” *City of Pasadena, California et. al., Petitions for Declaratory Ruling on*

Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001), and In re: Texas Coalition of Cities for Utility Issues v. F.C.C., 324 F.3d 802 (5th Cir. 2003).

“Initial Franchise Service Area” means that portion of the Franchise Area set forth in Exhibit A, served by the Grantee’s Cable System as of the Effective Date of this Franchise Agreement.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the County.

“Public Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the County in the Franchise Area, which shall entitle the County and the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the County within the Franchise Area for the purpose of public travel, or for the utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the County and the Grantee to the use thereof for the purposes of installing, operating and maintaining the Grantee’s Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

“Qualified Household” shall mean any single family residential home where a resident has agreed in writing to Grantee’s standard terms and conditions of service including, if applicable, any reasonable deposit requirements and standard installation fees, as a condition of requesting Cable Service from Grantee.

“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).

SECTION 2: Grant of Authority

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), 55 ILCS 5/5-1095(a) of the Illinois Counties Code, the County hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. **Term of Franchise.** The term of the Franchise granted hereunder shall be five (5) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in

accordance with the terms of this Franchise Agreement and/or applicable law. Upon the passage and approval 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,

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the County of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the County pursuant to such police power.

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

2.6. Competitive Equity. In the event an application for a new cable television franchise or other similar authorization is filed with the County proposing to serve the Franchise Area, in whole or in part, the County shall to the extent permitted by law and as soon as reasonably practical, inform the Grantee of the filing and provide (or require the applicant to provide) a copy of such application to the Grantee.

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 the Kendall County Code pertaining to construction of the utility facilities in the Public Way, as the Kendall County Code may be amended from time to time. Grantee will use commercially reasonable efforts to complete at least sixty percent (60%) of the Cable System in the Initial Franchise Area within two (2) years of commencing with the physical construction of the Cable System in the Public Way.

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. In any region(s) of the Franchise Area where the transmission or distribution facilities of the electric or telephone utilities are aerial, 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. Improvements of Public Way. The Grantee agrees that it shall, upon ninety (90) days' notice by the County, and at the Grantee's own expense, protect, support, temporarily disconnect, relocate in the same street or other public place, or remove from such street or other public place any network, system, ~~faeilitates~~ facilities, or equipment when required to do so by the County. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project in the event such funds are made available to other users of the Public Way, provided that any utility's exercise of authority granted under its tariff to charge consumers for the cost of the project shall not be considered to be public or private funds. In the case of emergencies, the County shall not be required to give advance notice, but shall exercise good faith efforts to notify the Grantee. If seeking reimbursement under this clause, the Grantee shall provide a written estimate of costs associated with the work necessary for relocation of tis facilities in advance of beginning work and shall not begin such work until approval is obtained.

3.4. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project requested by the County, the Grantee shall participate in the planning for relocation of its aerial facilities, contemporaneously with other utilities. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other non-governmental users of the Public Way; provided, however, that reimbursements made to non-governmental utilities for relocations from private easements obtained by said utilities from private property owners prior to January 1, 2012 shall not be considered to be public or private funds made available to other non-governmental users of the Public Way. If seeking reimbursement under this clause, the Grantee shall provide a written estimate of costs associated with the work necessary for relocation of its facilities in advance of beginning work and shall not begin such work until approval is obtained.

3.5. Third Party Requests to Relocate. When a third party user of the Public Way is seeking the relocation of the Grantee's facilities and provided notice, the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities within fifteen (15) days, initiate construction of relocation within sixty (60) days and complete construction of relocation within one hundred twenty (120) days, or a such other time period mutually agreed to by the parties. The Grantee shall not be required to perform the relocation work until it has received payment for the relocation work from the third party.

SECTION 4: Service Obligations

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

4.1.1. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every new or existing residential home dwelling unit within the Franchise Area where a the minimum of fifteen (15) Qualified Households have requested Cable Service within 1200 feet density is at least thirty (30) dwelling

~~units per mile, and within one 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.~~

4.1.2. 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 its Standard Installation. Any such additional charge shall be computed on a time plus materials basis.

4.1.3. Notwithstanding anything to the contrary in this Franchise Agreement, upon request by the County, the Grantee agrees to work in good faith with the County and/or any residents of the County to try to develop a mutually acceptable plan whereby Grantee can economically provide Cable Services to any unserved or underserved area of the County.

4.2. 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.

4.3. New/Planned Developments. The County shall provide the Grantee with information on planned developments in the County at the same time and in the same form as provided to all utilities or other like occupants of the County's right-of-way. Said notice is to allow the Grantee sufficient foresight into the future demands on its design, engineering, construction, and capital resources. Should the County fail to provide advance notice of such developments the Grantee shall be allowed sixty (60) days 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.

4.4. Service to School Buildings and Governmental Facilities.

4.4.1. Service to School Buildings. The County and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), ~~whereby and to the extent requested by any eligible school,~~ Grantee shall provide complimentary basic Cable Service and a free Standard Installation at one outlet to State accredited K-12 public and private schools not including "home schools," located in the Franchise Area within one hundred twenty five feet (125) of the Grantee's distribution cable.

4.4.2. Service to Governmental Facilities. The County and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), ~~and to whereby the extent requested by any eligible governmental entity,~~ Grantee shall provide a free service line drop and free basic service to all current and future public buildings, including, but not limited to all local unit of government buildings, public libraries, and public primary and secondary schools, whether owned or leased by that local unit of government. Grantee shall provide the service where cable service passes public buildings where its cable or video service is generally available to residential subscribers.

4.4.3. 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 its Standard Installation ~~the above standards~~. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds the standards set forth above.

4.5. 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.

SECTION 5: Oversight and Regulation by County

5.1. Franchise Fees. The Grantee shall pay to the County a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by Chase Bank U.S.A or its successor, from the time of the discovery of the delinquent payment until the date paid. Any undisputed overpayments made by Grantee to the County shall be returned or credited upon discovery of such overpayment and shall be payable within thirty (30) days of the receipt of written notice from Grantee. However, notwithstanding the language set forth above, Grantee's Franchise Fee shall not be lowered in the event that franchise fee of another cable operator providing Cable Service in the Franchise Area is reduced by virtue of a bankruptcy or other reorganization proceeding or otherwise reduced by court order.

5.1.1. Change in Amount. The Parties acknowledge that, at present, the Cable Act limits the County to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. If, during the term of this Agreement, the Cable Act is modified so that the County would otherwise be authorized to collect a Franchise fee at a rate greater than five percent (5%) of Gross Revenues, the County may unilaterally amend this Agreement to increase the required percentage to be paid by the Grantee to the County up to the amount permitted by the Cable Act, provided that: (i) such amendment is competitively neutral; (ii) the County conducts a public hearing on the proposed amendment; (iii) the County approves the amendment by ordinance; and (iv) the County notifies Grantee at least ninety (90) days prior to the effective date of such an amendment. In the event a change in state or federal law reduces the maximum permissible 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; ii) the lowest franchise fee percentage paid by than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area

or any other cable provider granted a cable franchise by the County pursuant to Title 47; or, iii) such franchise fee percentage as may be approved by the County, provided that: (a) such amendment is competitively neutral; (b) the amendment is in compliance with the change in state or federal law; (c) the County approves the amendment by ordinance; and (d) the County notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.2. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The County and Grantee agree to abide by the audit standards are set forth in the Illinois Counties Code at 55 ILCS 5/5-1095.1 (County Franchise Fee Review; Requests for Information), as may be amended from time to time, but which as of the Effective Date provides in part as follows.

5.2.1. Once every two (2) years, the County may conduct an audit of the Grantee's franchise fees derived from the provision of cable and video services to subscribers with the Franchise Area to determine whether the amount of franchise fees paid by the Grantee to the County was accurate. Within sixty (60) days of request by the County, Grantee will provide data in the electronic format utilized by the Grantee in the ordinary course of its business. The time in which the Grantee must provide data may be extended by agreement of the County and Grantee.

5.2.2. If an audit by the county or its agents finds an error by the Grantee in the amount of the franchise fees paid by the Grantee to the County, the County must provide notice within ninety (90) days after the County discovers the error and no later than four (4) years after the date the franchise fee was due to the County. In the event of an alleged underpayment, the Grantee shall have sixty (60) days from the receipt of the report to provide the County with a written response that the Grantee has corrected the error on a prospective basis or stating the reason the error is inapplicable or inaccurate. The County then has sixty (60) days after the receipt of the Grantee's response to review and contest the conclusion of the Grantee. No legal proceeding to collect a deficiency shall commence unless within one hundred eighty (180) days after the County's notification of the error to the Grantee the parties are unable to agree on the disposition of the findings.

5.2.3. The Grantee shall not be liable for any error in past franchise fee payments that was unknown by the Grantee prior to the audit process unless the error was due to negligence on the part of the Grantee in the collection or processing of required data; and, the County has not failed to respond in writing in a timely manner to any written request of the Grantee to review and correct information used by the Grantee to calculate the appropriate Franchise Fees if a diligent review of such information by the County reasonably could have been expected to discover such error.

5.2.4. All account specific information provided by the Grantee under this Section may be used only for the purpose of an audit conducted under this Section and the enforcement of any franchise fee delinquent claim. All such information must be held in strict confidence by the County and its agents and may not be disclosed to the public under the Freedom of Information Act or under any other similar statutes allowing for or requiring public disclosure.

5.2.5. The provisions of this Section shall not be construed as diminishing or replacing any civil remedy available to the County.

5.2.6. County to Provide Addresses Annually. Annually in December, the County shall provide to the Grantee a complete updated list of addresses within the unincorporated areas of the County. The County will provide said data in electronic format used in the ordinary course of business by the County.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement (including, but not limited to Section 5.2 regarding audits), the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The County agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the County that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. The County and/or its designee may be required to execute a non-disclosure agreement with the Grantee prior to inspection of the Grantee's financial records. 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 competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority's representative. In the event that the County has in its possession and receives a request under the State of Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the County shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the County, its officials, officers, employees, including their past, present, and future board members, elected officials and agents from and against any claims arising from the County's opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the County with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., or with a decision or order of a court with jurisdiction over the County, shall not be a violation of this Section.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the County, which consent shall not be

unreasonably withheld or delayed. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed. 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 Metronet Holdings, LLC ~~or~~ East Corporation. The Grantee, and any proposed transferee under this Section, shall submit a written application to the County containing such information as is required in accordance with applicable law and FCC regulations. Within thirty (30) days of receiving a request for consent, the County shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the County has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted.

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 Commercial General Liability Insurance and provide the County certificates of insurance designating the County and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of five million dollars (\$5,000,000.00) for bodily injury or death to any one person, and five million dollars (\$5,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and five million dollars (\$5,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the County. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the County, its officials, officers, employees, including their past, present, and future board members, elected officials and agents from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement.

7.2. **Indemnification.** The Grantee shall indemnify, defend and hold harmless the County, with Counsel of The County's choosing, including their past, present, and future board members, elected officials, officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Grantee's construction, operation, maintenance or removal of the Cable System, including, provided that the County shall give the Grantee reasonable written notice of its obligation to indemnify and defend the County pursuant to this Section. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the County, under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney. The County's participation in its defense shall not remove Grantee's duty to indemnify, defend, and hold the County harmless, as set forth above.

7.2.1. The Grantee shall not indemnify the County for any liabilities, damages, costs or expense resulting from the willful misconduct or negligence of the County, its officers, employees and agents.

7.2.2. The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of indemnification or insurance. Indemnification shall survive the termination of this contract.

SECTION 8: Enforcement of Franchise

8.1. Notice of Violation or Default. In the event the County believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

8.2. Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the County's written notice: (A) to respond to the County, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the County of the steps being taken and the projected date that the cure will be completed.

8.3. Enforcement. Subject to applicable federal and state law, and pursuant to the provisions of 9.2 herein, in the event the County determines that the Grantee is in default of any material provision of the Franchise, the County may seek appropriate remedies at law or specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief.

8.4. Technical Violation. The County agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

8.4.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

8.4.2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

SECTION 9: Miscellaneous Provisions

9.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, 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.

9.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the County:

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

To the Grantee:

CMN-RUS, Inc. Comcast
8837 Bond Street 155 Industrial Drive
Overland Park, KS 66214
ATTN: Legal Department

with copy sent to:

Kendall County State's Attorney,
807 John Street,
Yorkville, Illinois 60560
ATTN: Kendall County State's Attorney

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

9.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the County and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, ordinances, understandings, negotiations and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

9.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion

of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

9.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

9.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the County and the Grantee, which amendment shall be authorized on behalf of the County through the adoption of an appropriate resolution/ordinance or order by the County, as required by applicable law.

9.7. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

9.8. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

9.9. Authority To Execute Agreement. The County and Grantee each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

9.10 Counterparts. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

9.11 Venue. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

9.12 Compliance With State and Federal Laws. Grantee agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

9.13 Non-Discrimination. Grantee, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with

Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

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

**For the County of Kendall:
XIII, L.P.†**

For CMN-RUS, Inc. ~~east of Illinois~~

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



August 25, 2016

Via Federal Express and Email

Mr. John Shaw, County Board Chairman
Kendall County
8270 E. Highpoint Road
Yorkville, Illinois 60560

RE: CMN-RUS, Inc.; Application for CATV Franchise

Dear Mr. Shaw:

CMN-RUS, Inc. ("CMN") is pleased to file this application for a non-exclusive CATV Franchise ("Application"). CMN is a subsidiary of MetroNet Holdings, LLC and an affiliate of Metro FiberNet, LLC. (CMN, MetroNet Holdings, LLC and Metro FiberNet, LLC are collectively referred to herein as "MetroNet"). Since its inception in 2005, MetroNet has constructed and operated fiber-to-the-premises networks that provide 100% fiber based voice, video and Internet services to residential and business customers. MetroNet currently operates in 26 communities throughout Indiana and Illinois.

CMN, respectfully requests this non-exclusive franchise to provide video services in portions of Kendall County (the "County"). Consistent with the video services CMN currently provides in all existing markets, CMN proposes a video lineup consisting of over 240 digital channels including an ever expanding HD lineup currently at 128 channels. CMN plans to carry all the local networks and sports channels as well as the popular networks that would be expected in a standard cable television lineup. Our IPTV platform and fiber infrastructure will provide an incredibly clear picture, fast channel changing technology, and a robust video-on-demand library. Due to the capacity of our fiber infrastructure, CMN has the ability to deliver 4K television service as it evolves in the marketplace.

Not only will the 100% fiber network that MetroNet plans to deploy in the County support CMN's robust video service offerings, it will also support incredibly fast Internet service connections with speeds as high as 1 Gig for residential customers and wide area network services for business customers scalable up to 10 Gigs and beyond. Additionally, MetroNet will offer a full suite of telecommunications services including fully featured residential phone service and HBPX and PRI business offerings. By deploying

these services in the County, residents will benefit from increased competition resulting in more consumer choice and potentially lower prices.

As set forth below, CMN has the qualifications to provide high quality video services over a fiber-to-the-premises network pursuant to applicable law and the terms of the proposed franchise. Additionally, CMN is willing to adhere to substantially all of the franchise obligations in the County's current video franchise agreement. CMN's proposed modifications to the County's existing franchise are set forth below along with the practical and legal justifications for why these proposed changes are both necessary and lawful in light of the Illinois law,¹ the Federal Cable Act,² the Federal Communications Commission's ("FCC") interpretation of the Federal Cable Act in the Competitive Franchise Order³ and the United States Appellate Court in upholding the Competitive Franchise Order.⁴

Qualifications

As the State of Indiana has recognized, CMN has the qualifications and technical expertise necessary to provide video services.⁵ CMN has nearly 10 years of experience building and operating fiber networks and providing high quality video services over such networks. The core components of both the long haul and local fiber network to be deployed in the County will be redundant with diverse fiber paths. CMN will utilize time tested technology throughout its video network in the County developed by top tier vendors including Cisco and Microsoft. The fiber network and all video services will be monitored 24 hours a day/7 days a week/365 days a week. The Illinois Commerce Commission has already recognized MetroNet's qualifications and technical expertise to operate communication networks in granting MetroNet its CLEC certification.

MetroNet has the financial and operational resources to successfully complete and operate a comprehensive fiber network in the County that will provide high quality video services to residential and business consumers. Due to strong balance sheet and significant equity contributions, MetroNet has the capital available to fund the entire construction of the fiber network in the County and to operate such network until it becomes cash flow positive. As set forth in the biographies attached hereto as Exhibit 1, it has an experienced management team and operational staff capable of ensuring the long-term success of the project and CMN's ability to comply with its obligations under the franchise proposed herein.

¹ See, 220 ILCS §5/21-1101(d)(1).

² See, 47 USC §541(1).

³ In the Matter of Implementation of Section 621(a)(1) of the Cable Communications Policy Act of 1984 as amended by the Cable Television Consumer Protection and Competition Act of 1992, Report and Order and Further Notice of Proposed Rulemaking (2007). ("Competitive Franchise Order")

⁴ Alliance for Community Media et. al v Federal Communications Commission, 529 F3d 763, at 780-782 (8 Cir 2008). ("Competitive Franchise Appeal Decision").

⁵ MetroNet currently serves over 50,000 customers. Video services in Indiana are provided pursuant to Certificates of Franchise to Provide Video Services issued by the Indiana Utility Regulatory Commission.

As previously stated, CMN will offer a comprehensive video services package in the County. A list of channels and service offerings provided in the County is attached as Exhibit 2. The channel line-up and features in the County will be similar to that set forth in Exhibit 2, with the addition of local broadcast networks and regional sports networks.

In summary, CMN has the financial, operational and technical capabilities to provide video service under the proposed franchise. Providing video services through a fiber to the premises network in the County is consistent with CMN's extensive experience in Indiana.

Franchise Terms

CMN has reviewed and is agreeable to enter into the video franchise agreement which is attached as Exhibit 3 ("Proposed Franchise"). The Proposed Franchise utilizes a "demand" based formula for the expansion of CMN's Cable System to any area where 15 Qualified Households have requested Cable Service within 1200 feet of CMN's distribution cable⁶. We believe this formula strikes an appropriate balance between the economic realities faced by CMN, as a new market entrant, with the public policy goal of making services widely available.

Legal and Practical Basis for Differing Extension Requirements

CMN respectfully contends that the demand based formula for expansion in the Proposed Franchise is lawful. The Cable Act prohibits the provision of exclusive franchises.⁷ The FCC and the Federal Courts have recognized that certain obstacles to competition, including unreasonable build-out requirements, may result in the de facto granting of an exclusive franchise and thus may be prohibited under the Cable Act. We explain below.

The Federal Communications Commission, in reviewing the obstacles to consumers being able to enjoy true wire-line video competition, noted that one of the most contentious issues between prospective new entrants and local franchise authorities hindering the deployment of new services was the build-out requirement.⁸ Various consumer groups and the U.S. Department of Justice, Anti-trust Division ("DOJ") urged the Commission to address this aspect of the competitive franchising process in order to speed competitive entry.⁹ DOJ specifically noted that imposing uneconomical build-out requirements actually results in less efficient competition and the potential for higher prices—thus harming the consumer.¹⁰ The result was the FCC's adoption of the Competitive Franchise Order.

⁶ See pages 5-6 (Section 4.1) of the Proposed Franchise

⁷ 47 USC §541(1).

⁸ *Competitive Franchise Order*, at ¶31 (2007).

⁹ *Id.*

¹⁰ *Id.*

In the Competitive Franchise Order the FCC expressly disagreed "with LFAs [Local Franchise Authorities] and incumbent cable providers who argue that unlimited local flexibility to impose build-out requirements, including universal build-out of an entire franchise area, is essential to promote competition in the delivery of video programming and ensure a choice in providers for every household."¹¹ To the contrary the FCC noted that "[I]n many cases, build-out requirements may have precisely the opposite effects – they deter competition and deny consumers a choice."¹²

Accordingly, the FCC specifically found that unreasonable build-out requirements could have the effect of preventing competitive franchises thus resulting in "exclusive franchises, in direct contravention of Section 621(a)(1)'s prohibition of exclusive cable franchises."¹³ As the FCC noted "[I]n most cases, incumbent cable operators entered into their franchise agreements in exchange for a monopoly over the provision of cable service. Build-out requirements and other terms and conditions that may have been sensible under those circumstances can be unreasonable when applied to competitive entrants."¹⁴

On Appeal opponents of the Competitive Franchise Order argued that 47 USC § 541(a)(4)(A) gave the local franchise authority the absolute right to impose a total build-out requirement as long as the provider was given a reasonable time to complete the build-out.¹⁵ The US Court of Appeals disagreed, noting:

[T]hat is, it is quite possible for an LFA to furnish a cable entrant with "a reasonable period of time to become capable of providing cable service to all households in the franchise area" yet still act unreasonably overall in imposing the build-out requirement on the entrant in the first place. Thus, in light of Congress's patent consideration and rejection of statutory language that would have created a presumption of reasonableness surrounding build-out requirements, we find the FCC to have the better argument. Accordingly, *section 621(a)(4)(A)* is more aptly designated as a limitation on the authority of LFAs, rather than an affirmative bestowal of rights.¹⁶

It would be impractical and unfair to require CMN to adopt any build-out requirement where CMN would have to match the incumbent's existing service area. An incumbent provider's cable system is built over time, in a monopolistic fashion knowing that if the residents wanted anything other than broadcast channels they would be required to subscribe to cable. Even with the advent of satellite TV (Dish and Direct-TV) incumbent providers like Comcast and their predecessors held a distinct advantage knowing that the cost of any remaining build-out was likely to result in an ample return on investment as they were the only wired provider and had an existing customer base in the County to help offset the cost, in addition to having the advantage of being able to

¹¹ *Competitive Franchise Order*, at ¶36.

¹² *Id.*

¹³ *Competitive Franchise Order*, at ¶40.

¹⁴ *Competitive Franchise Order*, at ¶48.

¹⁵ *Competitive Franchise Appeal Decision*, at 781.

¹⁶ *Competitive Franchise Appeal Decision*, at 782.

offer high speed Internet service which the satellite companies did not. AT&T did not obtain a State Issued Authorization to Provide Video Service until October 25, 2007. Requiring a new provider to build out, in a competitive environment, everywhere the age-old incumbent system currently exists is simply Impractical, unfair and Inconsistent with Federal Law.

Illinois does have a Level Playing Field Statute, 65 ILCS 5/11-42-11.¹⁷ Accordingly, the County will need to comply with the public hearing and notice requirements contained in the "Level Playing Field Statute".¹⁸ By CMN agreeing to the same franchise fee, customer service standards and other provisions of the existing Franchise, compliance with the Level Playing Field statute is assured. Differences based on build-out requirements not being based on building out the incumbent's existing service area are governed by the Competitive Franchise Order and its Interpretation of the Federal Cable Act, as affirmed on appeal in the *Competitive Franchise Appeal Decision*. Accordingly, the Illinois Level Playing Field Statute does not preclude the County from granting the attached franchise as requested. Not surprisingly, other governmental entities throughout Illinois, including jurisdictions served by Comcast and AT&T, have agreed to similar formulas for network expansion as that set forth in the General Service Obligation Section of the Proposed Franchise.¹⁹

Conclusion

CMN looks forward to providing video services to residents of the County using a state-of-the-art fiber platform, similar to what it has done in Indiana. If you have any questions or would like to discuss the application in more detail we would be glad to meet with you and go through our history of video service and our plans for the County

We would request that the appropriate actions be taken by the County to start the application process with a goal of gaining franchise approval on September 15, 2016. We would like to begin to provide service as quickly as we are able and thus would like to assure that the franchise approval process is started and moves forward. As the Competitive Franchise Order acknowledges, delays merely stymie competition and we are anxious to bring additional wireline video, broadband and telephone competition to the residents of the County.

¹⁷ Franchise, Section 2.6.1.

¹⁸ 65 ILCS §5/11-42-11(e)(1-2).

¹⁹ See Cable Television Franchise Agreement by and between iTV-3, Inc. and the City of Bloomington dated June 10, 2013, pg. 6 (Section 4.1); Franchise Agreement by and between the City of Peoria and iTV-3 dated January 8, 2015, pg. 6 (Section 4.1.2); Cable Television Franchise by and between the Village of Bartonville and Bitwise Communications d/b/a iTV-3 dated February 14, 2013 pg. 5 (Section 3.9); Cable Television Franchise between the City of Champaign, Illinois and iTV-3 dated December 2, 2014 pg. 6 (Section 4.1)

Thank you for your consideration and if you have any questions please contact me at: John.Campbell@qservicesco.com.

Sincerely,



John Campbell
Vice President & General Counsel

EXHIBIT 1

MANAGEMENT BIOGRAPHIES

Name	Title	Years Experience
Executive Team		
Al P. Cinelli	<i>Chairman</i>	53
John P. Cinelli	<i>President</i>	22
Lohn Weber	<i>Vice President and Chief Financial Officer</i>	15
Kevin Stelmach	<i>Vice President and General Manager</i>	12
John Iber	<i>Vice President of Network Engineering and Operations</i>	29
John M. Campbell	<i>Vice President and General Counsel</i>	14
Keith R. Leonhardt	<i>Vice President Marketing</i>	25
Stacy Jenkins	<i>Vice President, Administration</i>	40
Robert Thurman	<i>Vice President, Engineering, Administration</i>	24

Al Cinelli, Chairman

For over a half a century Mr. Cinelli has provided a high level of leadership and vision to a variety of successful enterprises. Currently, Mr. Cinelli serves as Chairman of Metronet Holdings, LLC and all of its affiliates including Metronet. Over his career Mr. Cinelli has successfully incubated multiple communications companies from their inception including nGenx Corporation, Metronet, Norlight, Inc. and Kentucky Data Link, Inc. which was sold to Windstream as part of a merger valued at \$825 Million. Prior to working in the telecommunications industry, Mr. Cinelli served as Vice President and General Counsel of Marlon Labs in Kansas City where as part of the senior management team he helped grow that company from \$40 Million in revenue to over \$1 Billion. Prior to Marlon Labs, Mr. Cinelli served as the International General Counsel for American Home Products. Mr. Cinelli holds a Bachelor of Arts in Political Science and Economics from Lafayette College and his Juris Doctorate from Columbia University Law School.

John Cinelli, President

Mr. Cinelli has 22 years of experience successfully managing telecommunications companies. Currently he is President of Metronet and Metronet Holdings, LLC. Prior to that, Mr. Cinelli served as President of Q-Comm Corporation, a holding company for multiple telecommunications entities including Kentucky Data Link, Inc. He also served as President of Norlight, Inc., a facilities based CLEC that offered telecommunications services to residential and business customers throughout the Midwest. Norlight and Q-Comm were acquired in 2010 by Windstream Communications as part of an \$825 million merger. Mr. Cinelli has a Bachelor of Arts from Tufts University.

John H. Weber, Chief Financial Officer, and Treasurer

Mr. Weber has overseen and managed the financial operations of multiple telecommunications companies over a span of 15 years. Over the course of his career he has raised over \$500 million in debt financing for various companies. Mr. Weber previously served as the CFO of Kentucky Data Link, Inc., a wholesale communications transport provider that grew from no revenues to revenues of \$200 million a year under his tenure. He also served as CFO of Q-Comm and its affiliates including Norlight, Norlight Telecommunications, Inc. and Kentucky Data Link, Inc. In addition to his role at Metronet, Mr. Weber currently serves as CFO and Treasurer of Metronet Holdings, LLC. He is a graduate of the University of Missouri and is a Certified Public Accountant.

Kevin Stelmach, Vice President and General Manager

Mr. Stelmach has a 12 year track record of successfully managing high tech companies. He currently oversees the day to day operations of Metronet. Under his leadership, Metronet has successfully deployed FTTP networks in 18 communities, acquired nearly 25,000 customers, and increased revenues every quarter of his tenure. Prior to joining Metronet, Mr. Stelmach served as Vice President of Marketing and Sales for nGenX Corporation, a cloud computing company. nGenX was acquired by Q-Comm in 2004. Mr. Stelmach is a graduate of Mid America College.

John Iber, Vice President of Network Engineering and Operations

Mr. Iber has more than 20 years of technology and operations management experience in the telecommunications and video technology sectors. During his carrier he's overseen the successful deployment of numerous large software and hardware installations. Currently Mr. Iber serves as Vice President of Network Engineering and Operations for Metronet. Prior to that, he served as Chief Operating Officer of nGenx, a cloud hosting company. Mr. Iber has also served as Vice President of Operations for Kentucky Data Link, Inc., and as a Managing Director for Williams International. He holds a Bachelor of Science in Electrical Engineering from Texas A&M University.

John M. Campbell, Vice President and General Counsel

Mr. Campbell oversees the business development activities and legal and regulatory affairs of Metronet and Metronet Holdings. He has 14 years of legal and regulatory experience working for telecommunications companies. Previously, Mr. Campbell served as the senior legal officer of a \$60 million national wireless broadband provider. He also gained extensive legal, real estate and regulatory experience serving in various capacities with Sprint Communications Company and its affiliates. He is a graduate of Chicago-Kent College of Law.

Keith R. Leonhardt, Vice President Marketing

Mr. Leonhardt has 25 years of experience in marketing, advertising and communications. He currently serves as the Vice President of Marketing for Metronet where he oversees the development and monitoring of all marketing and advertising activities. Previously, Mr. Leonhardt owned and operated a consulting and advertising firm serving a diverse national client base. Prior to that, he served as the Senior Bank Marketing Officer for a super-regional bank holding company. Mr. Leonhardt holds a Bachelor of Science in Communications from the University of Evansville, where he has served as an adjunct professor.

Stacy Jenkins, Vice President, Construction

Mr. Jenkins has nearly 40 years of experience designing, engineering, and deploying large scale fiber networks. He currently serves as Vice President of Construction where he helps direct the strategic focus of the company and provides engineering and construction services to Metronet. Mr. Jenkins has also served as President of Pinpoint Services and President of Adesta Communications (f/k/a. MFS Network Technologies, Inc.) where he built and managed teams developing and deploying over \$1.5 Billion of fiber infrastructure over a 25 year period. Mr. Jenkins attended the University of Missouri.

Robert Thurman, Vice President, Engineering, Administration

Mr. Thurman has over 24 years of experience in inside and outside plant engineering and management in the communications and information technology industries. Currently, he is Vice President of Engineering for Metronet where he oversees outside plant engineering, design, and permitting activities. Previously, Mr. Thurman served as Vice President of Business Development for Pinpoint Services, Inc. and was responsible for new business development activities including sales, marketing, proposal development, and estimating efforts.

EXHIBIT 2
INDIANA CHANNEL LINEUP
(See attached)

EXHIBIT 3
PROPOSED FRANCHISE AGREEMENT

EXHIBIT 2
INDIANA CHANNEL LINEUP
(See attached)

Metronet Channel Lineup

Business customers: HBO, Showtime, Cinemax, Starz, Encore, and PPV not available. Music Choice sold separately.

Number	Channel	Basic	Standard	Preferred	A La Carte
3	WGN AMERICA (WGNASD)	✓	✓	✓	
4	WTTV - CBS (WTTV)	✓	✓	✓	
5	WLFI - CBS (WLFI)	✓	✓	✓	
6	WRTV - ABC (WRTV)	✓	✓	✓	
7	WNDY - MYNETWORK (WNDY)	✓	✓	✓	
8	WISN - CW (WISN)	✓	✓	✓	
9	WHMB - LESEA (WHMB)	✓	✓	✓	
10	WFPB - PBS (WFPB)	✓	✓	✓	
11	WKRN - FOX (WKRN)	✓	✓	✓	
13	WTHR - NBC (WTHR)	✓	✓	✓	
14	QVC	✓	✓	✓	
16	HSN	✓	✓	✓	
16	WCLJ - TBN (WCLJ)	✓	✓	✓	
17	WIPX - ION (WIPX)	✓	✓	✓	
18	JEWELRY CHANNEL HD (JEWEL)	✓	✓	✓	
19	EWTN	✓	✓	✓	
20	WFYI - PBS (WFYI)	✓	✓	✓	
21	C-SPAN (CSPAN)	✓	✓	✓	
22	BIG TEN NETWORK (BIG10N)	✓	✓	✓	
23	ESPN	✓	✓	✓	
24	ESPN2	✓	✓	✓	
25	ESPN CLASSIC (ESPNCL)	✓	✓	✓	
26	ESPNNEWS	✓	✓	✓	
27	MLB NETWORK (MLBN)	✓	✓	✓	
28	FOX SPORTS MIDWEST IN (FOI)	✓	✓	✓	
29	NFL NETWORK (NFLNET)	✓	✓	✓	
30	FOX SPORTS 1 (FS1)	✓	✓	✓	
31	GOLF CHANNEL (GOLF)	✓	✓	✓	
32	THE WEATHER CHANNEL (WEATH)	✓	✓	✓	
33	FOX NEWS (FNC)	✓	✓	✓	
34	CNN	✓	✓	✓	
35	HLN	✓	✓	✓	
36	MSNBC	✓	✓	✓	
37	CNBC	✓	✓	✓	
38	C-SPAN 2 (CSPAN2)	✓	✓	✓	
39	C-SPAN 3 (CSPAN3)	✓	✓	✓	
40	NICKELODEON (NIQ)	✓	✓	✓	
41	DISNEY CHANNEL (DISN)	✓	✓	✓	
42	CARTOON NETWORK (TOON)	✓	✓	✓	

Number	Channel	Basic	Standard	Preferred	A La Carte
43	TV LAND (TVLAND)	✓	✓	✓	
44	FREEFORM (FREEFORM)	✓	✓	✓	
45	TBS	✓	✓	✓	
46	TNT	✓	✓	✓	
47	FX	✓	✓	✓	
48	USA NETWORK (USA)	✓	✓	✓	
49	SPIKE (SPIKETV)	✓	✓	✓	
50	COMEDY CENTRAL (COMEDY)	✓	✓	✓	
51	SYFY	✓	✓	✓	
52	TRUTV	✓	✓	✓	
53	LIFETIME (LIFE)	✓	✓	✓	
54	LMN	✓	✓	✓	
55	LIFETIME REAL WOMEN (LRW)	✓	✓	✓	
56	TCM	✓	✓	✓	
57	AMC	✓	✓	✓	
58	HALLMARK CHANNEL (HALL)	✓	✓	✓	
59	BRAVO	✓	✓	✓	
60	E! (E)	✓	✓	✓	
61	ANIMAL PLANET (APL)	✓	✓	✓	
62	A&E (AETV)	✓	✓	✓	
63	TLC	✓	✓	✓	
64	HGTV	✓	✓	✓	
65	DISCOVERY CHANNEL (DSC)	✓	✓	✓	
66	HISTORY CHANNEL (HISTORY)	✓	✓	✓	
67	FOOD NETWORK (FOOD)	✓	✓	✓	
68	TRAVEL CHANNEL (TRAV)	✓	✓	✓	
69	NATIONAL GEOGRAPHIC (NGC)	✓	✓	✓	
70	MTV	✓	✓	✓	
71	VH-1 (VH1)	✓	✓	✓	
72	CMT (CMTV)	✓	✓	✓	
73	DISNEY JUNIOR (DISJR)	✓	✓	✓	
74	BET	✓	✓	✓	
75	TBN (TRINITY BROADCAST NETWORK) (TBN)	✓	✓	✓	
101	WKIN - THIS TV (WKINDT3)	✓	✓	✓	
102	WRTV - HTSN (WRTVDT2)	✓	✓	✓	
103	COMET	✓	✓	✓	
104	WTTV - CW (WTTVDT2)	✓	✓	✓	
105	WHMB - WORLD HARVEST TELEVISION (WHMBDT2)	✓	✓	✓	
106	WPB - LOCAL WEATHER (WPBD03)	✓	✓	✓	
107	WPB - CREATE (WPBDT2)	✓	✓	✓	
108	WKIN - ANTENNA TV (WKINDT2)	✓	✓	✓	
109	WTHR - COZI TV (WTHRDT2)	✓	✓	✓	
110	WTHR - METV (WTHRDT3)	✓	✓	✓	

Number	Channel	Basic	Standard	Preferred	A La Carte
111	WFX - QUBO (WFXD2)	✓	✓	✓	
112	WFX - ION LIFE (WFXD3)	✓	✓	✓	
113	WFI - V-ME (WFI1D2)	✓	✓	✓	
114	WFI - CREATE (WFI1D3)	✓	✓	✓	
116	WNDY - BOUNCE TV (WNDYD2)	✓	✓	✓	
116	WRTV - LAPP (WRTVD3)	✓	✓	✓	
117	WISH - GETTV (WISHD2)	✓	✓	✓	
118	WISH - JUSTICE NETWORK (WISHD3)	✓	✓	✓	
119	WLFI - GETTV (WLFI1D2)	✓	✓	✓	
201	OWN		✓	✓	
202	WE TV (WE)			✓	
203	ESQUIRE (ESQTV)		✓	✓	
204	OXYGEN		✓	✓	
208	CLOO			✓	
207	GSN (GAME SHOW NETWORK) (GSN)			✓	
209	EVINE LIVE (EVINE)			✓	
209	FOX BUSINESS (FBN)			✓	
211	DAYSTAR HD (DAYHD)	✓	✓	✓	
212	JUCE-TV (JUCE)			✓	
213	BYU (BYUTV)			✓	
214	INSPIRATION NETWORK (INSP)			✓	
216	CNBC WORLD (CNBWLD)			✓	
218	DESTINATION AMERICA (DEST)			✓	
217	INVESTIGATION DISCOVERY (ID)		✓	✓	
219	SCIENCE CHANNEL (SCIENCE)			✓	
219	AMERICAN HEROES CHANNEL (AHC)			✓	
220	BBC AMERICA (BBCA)			✓	
221	DISCOVERY LIFE (DGL)			✓	
222	DIY			✓	
223	COOKING CHANNEL (COOK)			✓	
224	VICELAND (VICE)			✓	
225	FYI			✓	
226	RFD-TV (RFDTV)			✓	
227	TEENNICK (TNCK)			✓	
228	NICKTOONS (NIKTON)			✓	
229	NICK JR. (NICJR)			✓	
230	BOOMERANG (BOOM)			✓	
231	DISNEY XD (DXD)			✓	
232	PBS KIDS SPROUT (SPROUT)		✓	✓	
233	DISCOVERY FAMILY (DFC)			✓	
234	MTV2			✓	
235	MTV HITS (MTVHT)			✓	
236	BET JAMS (BETJ)			✓	

Number	Channel	Basis	Standard	Preferred	A La Carte
237	TR3S			✓	
238	VH-1 CLASSIC (VH1CL)			✓	
239	BET SOUL (BETSOUL)			✓	
240	CMT MUSIC (CMTMUS)			✓	
241	GAC			✓	
242	ESPNU			✓	
243	CBS SPORTS NETWORK (CBSCS)			✓	Sports
244	BIG TEN NETWORK (ALT 1) (BIGTEN0)			✓	
245	BIG TEN NETWORK (ALT 2) (DUPBG10)			✓	
246	NBA TV (NBA TV)			✓	Sports
247	FOX		✓	✓	
248	FOX SPORTS 2 (FS2)			✓	
249	OUTDOOR CHANNEL (OUTD)			✓	Sports
250	NBC SPORTS NETWORK (NBCSP)		✓	✓	
251	MUSIC CHOICE PLAY (MOPLAY)	✓	✓	✓	
252	FXM			✓	
253	HALLMARK MOVIES & MYSTERIES (HMM)			✓	
254	CHILLER			✓	
255	IFC			✓	
256	NAT GEO WILD (NGWLD)			✓	
257	FOX SPORTS MIDWEST IN PLUS (FMINP)		✓	✓	
258	FOX DEPORTES HD (FDEPH)			✓	Sports
259	MAVTV HD (MAVHD)			✓	Sports
260	OUTSIDE TELEVISION HD (OUTSHD)			✓	Sports
261	PAC-12 NETWORK HD (PAC12HD)			✓	Sports
262	WORLD FISHING NETWORK HD (WFNHD)			✓	Sports
263	SUNDANCE TV (SUNDAE)			✓	
275	NFL REDZONE (NFLNRZ)			✓	Sports
276	SPORTSMAN CHANNEL (SPRTMAN)			✓	Sports
277	TVG			✓	Sports
278	FOX SPORTS ATLANTIC (FCSA)			✓	Sports
279	FOX SPORTS CENTRAL (FCSC)			✓	Sports
280	FOX SPORTS PACIFIC (FCSP)			✓	Sports
281	MILITARY HISTORY (MLH)			✓	
282	CRIME & INVESTIGATION (CIN)			✓	
284	LONGHORN NETWORK HD (LHNHD)			✓	Sports
285	YES NETWORK (YES)			✓	Sports
301	ENCORE			✓	
302	ENCORE ACTION (ENORA)			✓	
303	ENCORE SUSPENSE (ENCBS)			✓	
304	ENCORE WESTERNS (ENCRWS)			✓	
305	ENCORE CLASSIC (ENCRCL)			✓	
306	ENCORE BLACK (ENCRBL)			✓	

Number	Channel	Basic	Standard	Preferred	A La Carte
307	ENCORE FAMILY (ENCFAM)				
310	ENCORE HD (ENCRHD)				
380	FOX SOCCER PLUS HD (FSPHD)				Sports
401	STARZ				Starz
402	STARZ EDGE (STZE)				Starz
403	STARZ KIDS (STZK)				Starz
404	STARZ IN BLACK (STZIB)				Starz
405	STARZ CINEMA (STZCI)				Starz
406	STARZ COMEDY (STZC)				Starz
481	STARZ HD (STZHD)				Starz
482	STARZ EDGE HD (STZHD)				Starz
483	STARZ KIDS HD (STZKHD)				Starz
488	STARZ COMEDY HD (STZCHD)				Starz
501	HBO				HBO
502	HBO 2 (HBO2)				HBO
503	HBO SIGNATURE (HBOSIG)				HBO
504	HBO FAMILY (HBOF)				HBO
506	HBO COMEDY (HBOC)				HBO
508	HBO ZONE (HBOZ)				HBO
551	HBO HD (HBOHD)				HBO
552	HBO 2 HD (HBO2H)				HBO
553	HBO SIGNATURE HD (HBOSH)				HBO
554	HBO FAMILY HD (HBOFH)				HBO
556	HBO COMEDY HD (HBOCH)				HBO
558	HBO ZONE HD (HBOZH)				HBO
601	CINEMAX (MAX)				Cinemax
602	MOREMAX (MOMAX)				Cinemax
603	ACTIONMAX (ACMAX)				Cinemax
604	THRILLERMAX (THMAX)				Cinemax
605	5 STAR MAX (BMAX)				Cinemax
606	MOVIE MAX (MOVMAX)				Cinemax
607	OUTERMAX (OMAX)				Cinemax
608	CINEMAX SPANISH (CMAX)				Cinemax
651	CINEMAX HD (MAXHD)				Cinemax
652	MOREMAX HD (MOMAXHD)				Cinemax
653	ACTIONMAX HD (AMAXHD)				Cinemax
654	THRILLERMAX HD (TMAXHD)				Cinemax
655	5 STAR MAX HD (5STRMH)				Cinemax
656	MOVIE MAX HD (MOVMAXHD)				Cinemax
657	OUTERMAX HD (OMAXH)				Cinemax
658	CINEMAX SPANISH HD (CMAXHD)				Cinemax
701	SHOWTIME (SHOW)				Showtime
702	SHOWTIME BEYOND (SHOWB)				Showtime
703	SHOWTIME EXTREME (SHOWX)				Showtime
704	SHOWTIME FAMILY ZONE (FAMZ)				Showtime

Number	Channel	Basic	Standard	Preferred	A La Carte
705	SHOWTIME NEXT (NEXT)				Showtime
706	SHOWTIME SHOWCASE (SHOCSE)				Showtime
707	SHO 2 (SHO2)				Showtime
708	SHOWTIME WOMEN (WOMEN)				Showtime
709	THE MOVIE CHANNEL (TMC)				Showtime
710	THE MOVIE CHANNEL EXTRA (TMCX)				Showtime
711	FLX				Showtime
751	SHOWTIME HD (SHOWHD)				Showtime
752	SHOWTIME BEYOND HD (SHWBHD)				Showtime
755	SHOWTIME NEXT HD (SHWNHD)				Showtime
757	SHO 2 HD (SHW2H)				Showtime
758	SHOWTIME WOMEN HD (SHWWHD)				Showtime
761	THE MOVIE CHANNEL HD (TMCXD)				Showtime
762	THE MOVIE CHANNEL EXTRA HD (TMCXH)				Showtime
803	WGN AMERICA HD (WGNA)	✓	✓	✓	
804	WTTV - CBS HD (WTTVDT)	✓	✓	✓	
805	WLFJ - CBS HD (WLFJDT)	✓	✓	✓	
808	WRTV - ABC HD (WRTVDT)	✓	✓	✓	
807	WNDY - MYNETWORK HD (WNDYDT)	✓	✓	✓	
806	WISN - CW HD (WISNDT)	✓	✓	✓	
810	WISN - PBS HD (WISNPT)	✓	✓	✓	
811	WKRN - FOX HD (WKRNDT)	✓	✓	✓	
813	WTHR - NBC HD (WTHRDT)	✓	✓	✓	
814	QVC HD (QVCHD)	✓	✓	✓	
817	WMPX - ION HD (WMPXDT)	✓	✓	✓	
820	WFYI - PBS HD (WFYIDT)	✓	✓	✓	
822	BIG TEN NETWORK HD (BIGNDHD)	✓	✓	✓	
823	ESPN HD (ESPNHD)	✓	✓	✓	
824	ESPN2 HD (ESPN2HD)	✓	✓	✓	
826	ESPNEWS HD (ESPNNH)	✓	✓	✓	
827	MLB NETWORK HD (MLBNHD)	✓	✓	✓	
828	FOX SPORTS MIDWEST IN HD (FSIHHD)	✓	✓	✓	
829	NFL NETWORK HD (NFLHD)	✓	✓	✓	
830	FOX SPORTS 1 HD (FS1HD)	✓	✓	✓	
831	GOLF CHANNEL HD (GOLPHD)	✓	✓	✓	
832	THE WEATHER CHANNEL HD (WEATHD)	✓	✓	✓	
833	FOX NEWS HD (FNCHD)	✓	✓	✓	
834	CNN HD (CNNHD)	✓	✓	✓	
836	HLN HD (HLNHD)	✓	✓	✓	
836	MSNBC HD (MNBCHD)	✓	✓	✓	
837	GNBC HD	✓	✓	✓	
839	TV LAND HD (TVLNDHD)	✓	✓	✓	
840	NICKELODEON HD (NICKHD)	✓	✓	✓	

Number	Channel	Basic	Standard	Preferred	A La Carte
841	DISNEY CHANNEL HD (DISNHD)		✓	✓	
842	CARTOON NETWORK HD (TOONHD)		✓	✓	
843	VH-1 HD (VH1HD)		✓	✓	
844	FREEFORM HD (FREPMHD)		✓	✓	
845	TBS HD (TBSHD)		✓	✓	
846	TNT HD (TNTHD)		✓	✓	
847	FX HD (FXHD)		✓	✓	
848	USA NETWORK HD (USAHD)		✓	✓	
849	SPIKE HD (SPIKEHD)		✓	✓	
850	COMEDY CENTRAL HD (CCHD)		✓	✓	
851	SYFY HD (SYFYHD)		✓	✓	
852	TRUTV HD (TRUTHD)		✓	✓	
853	LIFETIME HD (LIFEHD)		✓	✓	
854	LMN HD (LMNHD)		✓	✓	
855	TCM HD (TCMHD)		✓	✓	
857	AMC HD (AMCHD)		✓	✓	
858	HALLMARK CHANNEL HD (HALLHD)		✓	✓	
859	BRAVO HD (BRAVOHD)		✓	✓	
860	E! HD (EHD)		✓	✓	
861	ANIMAL PLANET HD (APLHD)		✓	✓	
862	A&E HD (AETVHD)		✓	✓	
863	TLC HD (TLGHD)		✓	✓	
864	HGTV HD (HGTVD)		✓	✓	
865	DISCOVERY CHANNEL HD (DSCHD)		✓	✓	
866	HISTORY CHANNEL HD (HSTRYHD)		✓	✓	
867	FOOD NETWORK HD (FOODHD)		✓	✓	
868	TRAVEL CHANNEL HD (TRAVHD)		✓	✓	
869	NATIONAL GEOGRAPHIC HD (NGCHD)		✓	✓	
870	MTV HD (MTVHD)		✓	✓	
871	BET HD (BETHD)		✓	✓	
872	CMT HD (CMTHD)		✓	✓	
873	DISNEY JUNIOR HD (DJCHD)		✓	✓	
881	AXS TV HD (AXSTV)		✓	✓	
882	HD NET MOVIES (HDNETMV)				HD Extra
883	UNIVERSAL (UHDA)				HD Extra
884	VELOCITY HD (VELHD)		✓	✓	
885	MGM HD (MGMHD)				HD Extra
887	MTVLIVE				HD Extra
888	JEWELRY CHANNEL HD (JEWEL)	✓	✓	✓	
901	OWN HD (OWNHD)		✓	✓	
903	ESQUIRE HD (ESQHD)		✓	✓	
904	OXYGEN HD (OXYHD)		✓	✓	
905	FUSION HD (FUSIONH)			✓	

Number	Channel	Basic	Standard	Preferred	A La Carte
807	GSN (GAME SHOW NETWORK) HD (GSNHD)			✓	
808	FOX BUSINESS HD (FXBHHD)			✓	
816	DESTINATION AMERICA HD (D8THD)			✓	
817	INVESTIGATION DISCOVERY HD (IDHD)		✓	✓	
818	SCIENCE CHANNEL HD (SCIHD)			✓	
819	AMERICAN HERDS CHANNEL HD (AHCHD)			✓	
820	BBC AMERICA HD (BBCAHD)			✓	
824	VICELAND HD (VICEHD)			✓	
825	FYI HD (FYIHD)			✓	
828	NICKTOONS HD (NIKTNHD)			✓	
829	NICK JR. HD (NICJRHD)			✓	
831	DISNEY XD HD (DXDHD)			✓	
832	PBS KIDS SPROUT HD (SPRHHD)		✓	✓	
833	DISCOVERY FAMILY HD (DFCHD)			✓	
834	MTV2 HD (MTV2HD)			✓	
840	SEC NETWORK HD (SECHD)			✓	Sports
842	ESPN HD (ESPNUHD)			✓	Sports
843	CBS SPORTS NETWORK HD (CBS8NH)			✓	Sports
844	SEC NETWORK HD (ALT) (SECAHD)			✓	Sports
846	NBA TV HD (NBAHD)			✓	Sports
847	FOX HD (FOXHD)		✓	✓	
848	FOX SPORTS 2 HD (FS2HD)			✓	
849	OUTDOOR CHANNEL HD (OUTHD2)			✓	Sports
850	NBC SPORTS NETWORK HD (NBC8H)		✓	✓	
852	FXM HD (FXMHD)			✓	
853	HALLMARK MOVIES & MYSTERIES HD (HMMHD)			✓	
855	NAT GEO WILD HD (NGWHD)			✓	
857	FOX SPORTS IN PLUS HD (FSP2HD)		✓	✓	
875	NFL REDZONE HD (NFLRHHD)			✓	Sports
882	CRIME & INVESTIGATION HD (CINHD)			✓	
885	YES NETWORK HD (YESHD)			✓	Sports
890	IN DEMAND PPVHD (HD EVENTS) (PPVHD)	✓	✓	✓	
891	PAY-PER-VIEW 1 (IN1)	✓	✓	✓	
892	PAY-PER-VIEW 2 (IN2)	✓	✓	✓	
893	PAY-PER-VIEW 3 (IN3)	✓	✓	✓	
894	PAY-PER-VIEW 4 (IN4)	✓	✓	✓	
895	PAY-PER-VIEW 5 (IN5)	✓	✓	✓	
896	PAY-PER-VIEW 6 (IN6)	✓	✓	✓	
897	PAY-PER-VIEW 7 EN ESPANOL (IN7)	✓	✓	✓	
1001	MUSIC - HIT LIST (MCHIT)	✓	✓	✓	
1002	MUSIC - MAX (MCMAX)	✓	✓	✓	
1003	MUSIC - DANCE/EDM (MCEDM)	✓	✓	✓	
1004	MUSIC - INDIE (MCINDIE)	✓	✓	✓	

Number	Channel	Basic	Standard	Premium	A La Carte
1005	MUSIC - HIP-HOP AND R&B (MCHPR)	✓	✓	✓	
1006	MUSIC - RAP (MCRAP)	✓	✓	✓	
1007	MUSIC - HIP-HOP CLASSICS (MCHHC)	✓	✓	✓	
1008	MUSIC - THROWBACK JAMZ (MCTJM)	✓	✓	✓	
1009	MUSIC - R&B CLASSICS (MCRBC)	✓	✓	✓	
1010	MUSIC - R&B SOUL (MCRBS)	✓	✓	✓	
1011	MUSIC - GOSPEL (MCGOS)	✓	✓	✓	
1012	MUSIC - REGGAE (MCREG)	✓	✓	✓	
1013	MUSIC - ROCK (MCROK)	✓	✓	✓	
1014	MUSIC - METAL (MCMET)	✓	✓	✓	
1015	MUSIC - ALTERNATIVE (MCALT)	✓	✓	✓	
1016	MUSIC - ADULT ALTERNATIVE (MCAAL)	✓	✓	✓	
1017	MUSIC - ROCK HITS (MCRHT)	✓	✓	✓	
1018	MUSIC - CLASSIC ROCK (MCCRK)	✓	✓	✓	
1019	MUSIC - SOFT ROCK (MCSRK)	✓	✓	✓	
1020	MUSIC - LOVE SONGS (MCLOV)	✓	✓	✓	
1021	MUSIC - POP HITS (MCPHT)	✓	✓	✓	
1022	MUSIC - PARTY FAVORITES (MCPRT)	✓	✓	✓	
1023	MUSIC - TEEN BEATS (MCTB)	✓	✓	✓	
1024	MUSIC - KIDZ ONLY (MCKID)	✓	✓	✓	
1025	MUSIC - TODDLER TUNES (MCTOT)	✓	✓	✓	
1026	MUSIC - Y2K (MCOY2K)	✓	✓	✓	
1027	MUSIC - 80'S (MC80S)	✓	✓	✓	
1028	MUSIC - 80'S (MC80S)	✓	✓	✓	
1029	MUSIC - 70'S (MC70S)	✓	✓	✓	
1030	MUSIC - SOLID GOLD OLDIES (MCGLD)	✓	✓	✓	
1031	MUSIC - POP & COUNTRY (MCPC)	✓	✓	✓	
1032	MUSIC - TODAY'S COUNTRY (MCTDC)	✓	✓	✓	
1033	MUSIC - COUNTRY HITS (MCHITS)	✓	✓	✓	
1034	MUSIC - CLASSIC COUNTRY (MCCLD)	✓	✓	✓	
1035	MUSIC - CONTEMPORARY CHRISTIAN (MCCCH)	✓	✓	✓	
1036	MUSIC - POP LATINO (MCPLT)	✓	✓	✓	
1037	MUSIC - MUSICA URBANA (MCURB)	✓	✓	✓	
1038	MUSIC - MEXICANA (CMEX)	✓	✓	✓	
1039	MUSIC - TROPICALES (MOTRP)	✓	✓	✓	
1040	MUSIC - ROMANCES (MCROM)	✓	✓	✓	
1041	MUSIC - SOUNDS OF THE SEASONS (MCOSEA)	✓	✓	✓	
1042	MUSIC - STAGE & SCREEN (MCSSC)	✓	✓	✓	
1043	MUSIC - SOUNDSCAPES (MCSSP)	✓	✓	✓	
1044	MUSIC - SMOOTH JAZZ (MCBJZ)	✓	✓	✓	
1045	MUSIC - JAZZ (MCJAZ)	✓	✓	✓	
1046	MUSIC - BLUES (MCBLU)	✓	✓	✓	
1047	MUSIC - SINGERS & SWING (MCSWG)	✓	✓	✓	

Number	Channel	Basic	Standard	Preferred	A La Carte
1048	MUSIC - CLASSICAL MASTERPIECES (MCEL8)	✓	✓	✓	
1049	MUSIC - EASY LISTENING (MOCMP)	✓	✓	✓	
1080	MUSIC - LIGHT CLASSICAL (MCLTC)	✓	✓	✓	
2025	QUICKVIEW (QVIEW)			✓	Sports, Quickview
2028	TUMBLEBOOKS TV (TUMBLTV)				TumbleBooks
2027	DISTRRACTV (TVGAMES)				Distractv
8000	PPVOD				

EXHIBIT 3
PROPOSED FRANCHISE AGREEMENT

**CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
The
KENDALL COUNTY, ILLINOIS
And
CMN-RUS, INC**

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the Kendall County, Illinois (hereinafter, the "County") and CMN-RUS, Inc., (hereinafter, "Grantee") this _____ day of _____, 2016 (the "Effective Date").

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

This Agreement is entered into by and between the parties under the authority of any shall be governed by the Cable Act and the Illinois Counties Code, as may be amended from time to time.

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 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.

"County" means Kendall County, Illinois or the lawful successor, transferee, designee, or assignee thereof.

"Customer" means a Person who lawfully receives and pays for Cable Service with the Grantee's express permission.

"FCC" means the Federal Communications Commission or successor governmental entity thereto.

"Franchise" means the initial authorization, or renewal thereof, issued by the County, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

"Franchise Agreement" or "Agreement" shall mean this Agreement and any amendments or modifications hereto.

"Franchise Area" means the unincorporated areas within the present legal boundaries of the County as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

"Grantee" shall mean CMN-RUS, Inc.

"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, 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 are deemed lawful and to be included in the gross revenue base for purposes of computing the Franchising Authority's permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena Decision," *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues*, CSR 5282-R, Memorandum Opinion and Order, 16 FCC

Red. 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 set forth in Exhibit A.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the County.

“Public Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the County in the Franchise Area, which shall entitle the County and the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the County within the Franchise Area for the purpose of public travel, or for the utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the County and the Grantee to the use thereof for the purposes of installing, operating and maintaining the Grantee’s Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

“Qualified Household” shall mean any single family residential home where a resident has agreed in writing to Grantee’s standard terms and conditions of service including, if applicable, any reasonable deposit requirements and standard installation fees, as a condition of requesting Cable Service from Grantee.

“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).

SECTION 2: Grant of Authority

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), 55 ILCS 5/5-1095(a) of the Illinois Counties Code, the County hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be five (5) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. Upon the passage and approval 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,

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the County of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the County pursuant to such police power.

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

2.6. Competitive Equity. In the event an application for a new cable television franchise or other similar authorization is filed with the County proposing to serve the Franchise Area, in whole or in part, the County shall to the extent permitted by law and as soon as reasonably practical, inform the Grantee of the filing and provide (or require the applicant to provide) a copy of such application to the Grantee.

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 the Kendall County Code pertaining to construction of the utility facilities in the Public Way, as the Kendall County Code may be amended from time to time. Grantee will use commercially reasonable efforts to complete at least sixty percent (60%) of the Cable System in the Initial Franchise Area within two (2) years of commencing with the physical construction of the Cable System in the Public Way.

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. In any region(s) of the Franchise Area where the transmission or distribution facilities of the electric or telephone utilities are aerial, 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. Improvements of Public Way. The Grantee agrees that it shall, upon ninety (90) days' notice by the County, and at the Grantee's own expense, protect, support, temporarily disconnect, relocate in the same street or other public place, or remove from such street or other

public place any network, system, facilitates, or equipment when required to do so by the County. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project in the event such funds are made available to other users of the Public Way, provided that any utility's exercise of authority granted under its tariff to charge consumers for the cost of the project shall not be considered to be public or private funds. In the case of emergencies, the County shall not be required to give advance notice, but shall exercise good faith efforts to notify the Grantee. If seeking reimbursement under this clause, the Grantee shall provide a written estimate of costs associated with the work necessary for relocation of its facilities in advance of beginning work and shall not begin such work until approval is obtained.

3.4. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project requested by the County, the Grantee shall participate in the planning for relocation of its aerial facilities, contemporaneously with other utilities. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other non-governmental users of the Public Way; provided, however, that reimbursements made to non-governmental utilities for relocations from private easements considered to be public or private funds made available to other non-governmental users of the Public Way. If seeking reimbursement under this clause, the Grantee shall provide a written estimate of costs associated with the work necessary for relocation of its facilities in advance of beginning work and shall not begin such work until approval is obtained.

3.5. Third Party Requests to Relocate. When a third party user of the Public Way is seeking the relocation of the Grantee's facilities and provided notice, the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities within fifteen (15) days, initiate construction of relocation within sixty (60) days and complete construction of relocation within one hundred twenty (120) days, or a such other time period mutually agreed to by the parties. The Grantee shall not be required to perform the relocation work until it has received payment for the relocation work from the third party.

SECTION 4: Service Obligations

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

4.1.1. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every new or existing residential home within the Franchise Area where a minimum of fifteen (15) Qualified Households have requested Cable Service within 1200 feet of the Grantee's distribution cable.

4.1.2. 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 its Standard Installation. Any such additional charge shall be computed on a time plus materials basis.

4.1.3. Notwithstanding anything to the contrary in this Franchise Agreement, upon request by the County, the Grantee agrees to work in good faith with the County and/or any residents of the County to try to develop a mutually acceptable plan whereby Grantee can economically provide Cable Services to any unserved or underserved area of the County.

4.2. 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.

4.3. New/Planned Developments. The County shall provide the Grantee with information on planned developments in the County at the same time and in the same form as provided to all utilities or other like occupants of the County's right-of-way. Said notice is to allow the Grantee sufficient foresight into the future demands on its design, engineering, construction, and capital resources. Should the County fail to provide advance notice of such developments the Grantee shall be allowed sixty (60) days 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.

4.4. Service to School Buildings and Governmental Facilities.

4.4.1. Service to School Buildings. The County and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), and to the extent requested by any eligible school, Grantee shall provide complimentary basic Cable Service and a free Standard Installation at one outlet to State accredited K-12 public and private schools not including "home schools," located in the Franchise Area within one hundred twenty five feet (125) of the Grantee's distribution cable.

4.4.2. Service to Governmental Facilities. The County and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), and to the extent requested by any eligible governmental entity, Grantee shall provide a free service line drop and free basic service to all current and future public buildings, including, but not limited to all local unit of government buildings, public libraries, and public primary and secondary schools, whether owned or leased by that local unit of government. Grantee shall provide the service where cable service passes public buildings where its cable or video service is generally available to residential subscribers.

4.4.3. 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 its Standard Installation 1. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds the standards set forth above.

4.5. 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.

SECTION 5: Oversight and Regulation by County

5.1. **Franchise Fees.** The Grantee shall pay to the County a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by Chase Bank U.S.A or its successor, from the time of the discovery of the delinquent payment until the date paid. Any undisputed overpayments made by Grantee to the County shall be returned or credited upon discovery of such overpayment and shall be payable within thirty (30) days of the receipt of written notice from Grantee. However, notwithstanding the language set forth above, Grantee's Franchise Fee shall not be lowered in the event that franchise fee of another cable operator providing Cable Service in the Franchise Area is reduced by virtue of a bankruptcy or other reorganization proceeding or otherwise reduced by court order.

5.1.1. **Change in Amount.** The Parties acknowledge that, at present, the Cable Act limits the County to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. If, during the term of this Agreement, the Cable Act is modified so that the County would otherwise be authorized to collect a Franchise fee at a rate greater than five percent (5%) of Gross Revenues, the County may unilaterally amend this Agreement to increase the required percentage to be paid by the Grantee to the County up to the amount permitted by the Cable Act, provided that: (i) such amendment is competitively neutral; (ii) the County conducts a public hearing on the proposed amendment; (iii) the County approves the amendment by ordinance; and (iv) the County notifies Grantee at least ninety (90) days prior to the effective date of such an amendment. In the event a change in state or federal law reduces the maximum permissible 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; ii) the lowest franchise fee percentage paid by than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area or any other cable provider granted a cable franchise by the County pursuant to Title 47; or, iii) such franchise fee percentage as may be approved by the County, provided that: (a) such amendment is competitively neutral; (b) the amendment is in compliance with the change in state or federal law; (c) the County approves the amendment by ordinance; and (d) the County notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.2. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The County and Grantee agree to abide by the audit standards are set forth in the Illinois Counties Code at 55 ILCS 5/5-1095.1 (County Franchise Fee Review; Requests for Information), as may be amended from time to time, but which as of the Effective Date provides in part as follows.

5.2.1. Once every two (2) years, the County may conduct an audit of the Grantee's franchise fees derived from the provision of cable and video services to subscribers with the Franchise Area to determine whether the amount of franchise fees paid by the Grantee to the County was accurate. Within sixty (60) days of request by the County, Grantee will provide data in the electronic format utilized by the Grantee in the ordinary course of its business. The time in which the Grantee must provide data may be extended by agreement of the County and Grantee.

5.2.2. If an audit by the county or its agents finds an error by the Grantee in the amount of the franchise fees paid by the Grantee to the County, the County must provide notice within ninety (90) days after the County discovers the error and no later than four (4) years after the date the franchise fee was due to the County. In the event of an alleged underpayment, the Grantee shall have sixty (60) days from the receipt of the report to provide the County with a written response that the Grantee has corrected the error on a prospective basis or stating the reason the error is inapplicable or inaccurate. The County then has sixty (60) days after the receipt of the Grantee's response to review and contest the conclusion of the Grantee. No legal proceeding to collect a deficiency shall commence unless within one hundred eighty (180) days after the County's notification of the error to the Grantee the parties are unable to agree on the disposition of the findings.

5.2.3. The Grantee shall not be liable for any error in past franchise fee payments that was unknown by the Grantee prior to the audit process unless the error was due to negligence on the part of the Grantee in the collection or processing of required data; and, the County has not failed to respond in writing in a timely manner to any written request of the Grantee to review and correct information used by the Grantee to calculate the appropriate Franchise Fees if a diligent review of such information by the County reasonably could have been expected to discover such error.

5.2.4. All account specific information provided by the Grantee under this Section may be used only for the purpose of an audit conducted under this Section and the enforcement of any franchise fee delinquent claim. All such information must be held in strict confidence by the County and its agents and may not be disclosed to the public under the Freedom of Information Act or under any other similar statutes allowing for or requiring public disclosure.

5.2.5. The provisions of this Section shall not be construed as diminishing or replacing any civil remedy available to the County.

5.2.6. County to Provide Addresses Annually. Annually in December, the County shall provide to the Grantee a complete updated list of addresses within the unincorporated areas of the County. The County will provide said data in electronic format used in the ordinary course of business by the County.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement (including, but not limited to Section 5.2 regarding audits), the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The County agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the County that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. The County and/or its designee may be required to execute a non-disclosure agreement with the Grantee prior to inspection of the Grantee's financial records. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority's representative. In the event that the County has in its possession and receives a request under the State of Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the County shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the County, its officials, officers, employees, including their past, present, and future board members, elected officials and agents from and against any claims arising from the County's opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the County with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., or with a decision or order of a court with jurisdiction over the County, shall not be a violation of this Section.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed. 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 Metronet Holdings, LLC. The Grantee, and any proposed transferee under this Section, shall submit a written application to the County containing such information as is required in accordance with applicable law and FCC regulations. Within thirty (30) days of receiving a request for consent, the County shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional

information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the County has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted.

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 Commercial General Liability Insurance and provide the County certificates of insurance designating the County and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of five million dollars (\$5,000,000.00) for bodily injury or death to any one person, and five million dollars (\$5,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and five million dollars (\$5,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the County. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the County, its officials, officers, employees, including their past, present, and future board members, elected officials and agents from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement.

7.2. **Indemnification.** The Grantee shall indemnify, defend and hold harmless the County, with Counsel of The County's choosing, including their past, present, and future board members, elected officials, officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Grantee's construction, operation, maintenance or removal of the Cable System, including, provided that the County shall give the Grantee reasonable written notice of its obligation to indemnify and defend the County pursuant to this Section. Pursuant to Illinois law, 55 ILCS 5/39005, any attorney representing the County, under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney. The County's participation in its defense shall not remove Grantee's duty to indemnify, defend, and hold the County harmless, as set forth above.

7.2.1. The Grantee shall not indemnify the County for any liabilities, damages, costs or expense resulting from the willful misconduct or negligence of the County, its officers, employees and agents.

7.2.2. The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of indemnification or insurance. Indemnification shall survive the termination of this contract.

SECTION 8: Enforcement of Franchise

8.1. **Notice of Violation or Default.** In the event the County believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

8.2. **Grantee's Right to Cure or Respond.** The Grantee shall have forty-five (45) days from the receipt of the County's written notice: (A) to respond to the County, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the County of the steps being taken and the projected date that the cure will be completed.

8.3. **Enforcement.** Subject to applicable federal and state law, and pursuant to the provisions of 9.2 herein, in the event the County determines that the Grantee is in default of any material provision of the Franchise, the County may seek appropriate remedies at law or specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief.

8.4. **Technical Violation.** The County agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

8.4.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

8.4.2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

SECTION 9: Miscellaneous Provisions

9.1. **Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, 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.

9.2. **Notice.** Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the County:

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

To the Grantee:

CMN-RUS, Inc.
8837 Bond Street
Overland Park, KS 66214
ATTN: Legal Department

with copy sent to:

Kendall County State's Attorney,
807 John Street,
Yorkville, Illinois 60560
ATTN: Kendall County State's Attorney

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

9.3. **Entire Agreement.** This Franchise Agreement embodies the entire understanding and agreement of the County and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, ordinances, understandings, negotiations and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

9.4. **Severability.** If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

9.5. **Governing Law.** This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

9.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the County and the Grantee, which amendment shall be authorized on behalf of the County through the adoption of an appropriate resolution/ordinance or order by the County, as required by applicable law.

9.7. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

9.8. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

9.9. Authority To Execute Agreement. The County and Grantee each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

9.10. Counterparts. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

9.11. Venue. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

9.12. Compliance With State and Federal Laws. Grantee agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

9.13. Non-Discrimination. Grantee, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

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

For the County of Kendall:

For CMN-RUS, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

(55 ILCS 5/5-1095) (from Ch. 34, par. 5-1095)

Sec. 5-1095. Community antenna television systems; satellite transmitted television programming.

(a) The County Board may license, tax or franchise the business of operating a community antenna television system or systems within the County and outside of a municipality, as defined in Section 1-1-2 of the Illinois Municipal Code.

When an area is annexed to a municipality, the annexing municipality shall thereby become the franchising authority with respect to that portion of any community antenna television system that, immediately before annexation, had provided cable television services within the annexed area under a franchise granted by the county, and the owner of that community antenna television system shall thereby be authorized to provide cable television services within the annexed area under the terms and provisions of the existing franchise. In that instance, the franchise shall remain in effect until, by its terms, it expires, except that any franchise fees payable under the franchise shall be payable only to the county for a period of 5 years or until, by its terms, the franchise expires, whichever occurs first. After the 5 year period, any franchise fees payable under the franchise shall be paid to the annexing municipality. In any instance in which a duly franchised community antenna television system is providing cable television services within the annexing municipality at the time of annexation, the annexing municipality may permit that franchisee to extend its community antenna television system to the annexed area under terms and conditions that are no more burdensome nor less favorable to that franchisee than those imposed under any community antenna television franchise applicable to the annexed area at the time of annexation. The authorization to extend cable television service to the annexed area and any community antenna television system authorized to provide cable television services within the annexed area at the time of annexation shall not be subject to the provisions of subsection (e) of this Section.

(b) "Community antenna television system" as used in this Section, means any facility which is constructed in whole or in part in, on, under or over any highway or other public place and which is operated to perform for hire the service of receiving and amplifying the signals broadcast by one or more television stations and redistributing such signals by wire, cable or other means to members of the public who subscribe to such service except that such term does not include (i) any system which serves fewer than 50 subscribers or (ii) any system which serves only the residents of one or more apartment dwellings under common ownership, control or management, and commercial establishments located on the premises of such dwellings.

(c) The authority hereby granted does not include the authority to license or franchise telephone companies subject to the jurisdiction of the Illinois Commerce Commission or the Federal Communications Commission in connection with furnishing circuits, wires, cables or other facilities to the operator of a community antenna television system.

(c-1) Each franchise entered into by a county and a

antenna television system, or because the duly franchised community antenna television system operator does not make cable television services available to such person, any programming company that delivers satellite-transmitted television programming in scrambled or encrypted form shall ensure that devices for decryption of such programming are made available to such person, through the local community antenna television operator or directly, for purchase or lease at prices reasonably related to the cost of manufacture and distribution of such devices.

(e) The General Assembly finds and declares that, in order to ensure that community antenna television services are provided in an orderly, competitive and economically sound manner, the best interests of the public will be served by the establishment of certain minimum standards and procedures for the granting of additional cable television franchises.

Subject to the provisions of this subsection, the authority granted under subsection (a) hereof shall include the authority to license, franchise and tax more than one cable operator to provide community antenna television services within the territorial limits of a single franchising authority. For purposes of this subsection (e), the term:

(i) "Existing cable television franchise" means a community antenna television franchise granted by a county which is in use at the time such county receives an application or request by another cable operator for a franchise to provide cable antenna television services within all or any portion of the territorial area which is or may be served under the existing cable television franchise.

(ii) "Additional cable television franchise" means a franchise pursuant to which community antenna television services may be provided within the territorial areas, or any portion thereof, which may be served under an existing cable television franchise.

(iii) "Franchising Authority" is defined as that term is defined under Section 602(9) of the Cable Communications Policy Act of 1984, Public Law 98-549.

(iv) "Cable operator" is defined as that term is defined under Section 602(4) of the Cable Communications Policy Act of 1984, Public Law 98-549.

Before granting an additional cable television franchise, the franchising authority shall:

(1) Give written notice to the owner or operator of any other community antenna television system franchised to serve all or any portion of the territorial area to be served by such additional cable television franchise, identifying the applicant for such additional franchise and specifying the date, time and place at which the franchising authority shall conduct public hearings to consider and determine whether such additional cable television franchise should be granted.

(2) Conduct a public hearing to determine the public need for such additional cable television franchise, the capacity of public rights-of-way to accommodate such additional community antenna television services, the potential disruption to existing users of public rights-

community antenna television system shall include the customer service and privacy standards and protections contained in Article XXII of the Public Utilities Act. A franchise may not contain different penalties or consumer service and privacy standards and protections. Each franchise entered into by a county and a community antenna television system before June 30, 2007 (the effective date of Public Act 95-9) shall be amended by this Section to incorporate the penalty provisions and customer service and privacy standards and protections contained in Article XXII of the Public Utilities Act.

The County Board may, in the course of franchising such community antenna television system, grant to such franchisee the authority and the right and permission to use all public streets, rights of way, alleys, ways for public service facilities, parks, playgrounds, school grounds, or other public grounds, in which such county may have an interest, for the construction, installation, operation, maintenance, alteration, addition, extension or improvement of a community antenna television system.

Any charge imposed by a community antenna television system franchised pursuant to this Section for the raising or removal of cables or lines to permit passage on, to or from a street shall not exceed the reasonable costs of work reasonably necessary to safely permit such passage. Pursuant to subsections (h) and (i) of Section 6 of Article VII of the Constitution of the State of Illinois, the General Assembly declares the regulation of charges which may be imposed by community antenna television systems for the raising or removal of cables or lines to permit passage on, to or from streets is a power or function to be exercised exclusively by the State and not to be exercised or performed concurrently with the State by any unit of local government, including any home rule unit.

The County Board may, upon written request by the franchisee of a community antenna television system, exercise its right of eminent domain solely for the purpose of granting an easement right no greater than 8 feet in width, extending no greater than 8 feet from any lot line for the purpose of extending cable across any parcel of property in the manner provided for by the law of eminent domain, provided, however, such franchisee deposits with the county sufficient security to pay all costs incurred by the county in the exercise of its right of eminent domain.

Except as specifically provided otherwise in this Section, this Section is not a limitation on any home rule county.

(d) The General Assembly finds and declares that satellite-transmitted television programming should be available to those who desire to subscribe to such programming and that decoding devices should be obtainable at reasonable prices by those who are unable to obtain satellite-transmitted television programming through duly franchised community antenna television systems.

In any instance in which a person is unable to obtain satellite-transmitted television programming through a duly franchised community antenna television system either because the municipality and county in which such person resides has not granted a franchise to operate and maintain a community

of-way to be used by such additional franchise applicant to complete construction and to provide cable television services within the proposed franchise area, the long term economic impact of such additional cable television system within the community, and such other factors as the franchising authority shall deem appropriate.

(3) Determine, based upon the foregoing factors, whether it is in the best interest of the county to grant such additional cable television franchise.

(4) If the franchising authority shall determine that it is in the best interest of the county to do so, it may grant the additional cable television franchise. Except as provided in paragraph (5) of this subsection (e), no such additional cable television franchise shall be granted under terms or conditions more favorable or less burdensome to the applicant than those required under the existing cable television franchise, including but not limited to terms and conditions pertaining to the territorial extent of the franchise, system design, technical performance standards, construction schedules, performance bonds, standards for construction and installation of cable television facilities, service to subscribers, public educational and governmental access channels and programming, production assistance, liability and indemnification, and franchise fees.

(5) Unless the existing cable television franchise provides that any additional cable television franchise shall be subject to the same terms or substantially equivalent terms and conditions as those of the existing cable television franchise, the franchising authority may grant an additional cable television franchise under different terms and conditions than those of the existing franchise, in which event the franchising authority shall enter into good faith negotiations with the existing franchisee and shall, within 120 days after the effective date of the additional cable television franchise, modify the existing cable television franchise in a manner and to the extent necessary to ensure that neither the existing cable television franchise nor the additional cable television franchise, each considered in its entirety, provides a competitive advantage over the other, provided that prior to modifying the existing cable television franchise, the franchising authority shall have conducted a public hearing to consider the proposed modification. No modification in the terms and conditions of the existing cable television franchise shall oblige the existing cable television franchisee (1) to make any additional payment to the franchising authority, including the payment of any additional franchise fee, (2) to engage in any additional construction of the existing cable television system or, (3) to modify the specifications or design of the existing cable television system; and the inclusion of the factors identified in items (2) and (3) shall not be considered in determining whether either franchise considered in its entirety, has a competitive advantage over the other except to the extent that the additional franchisee provides additional video or data services or the

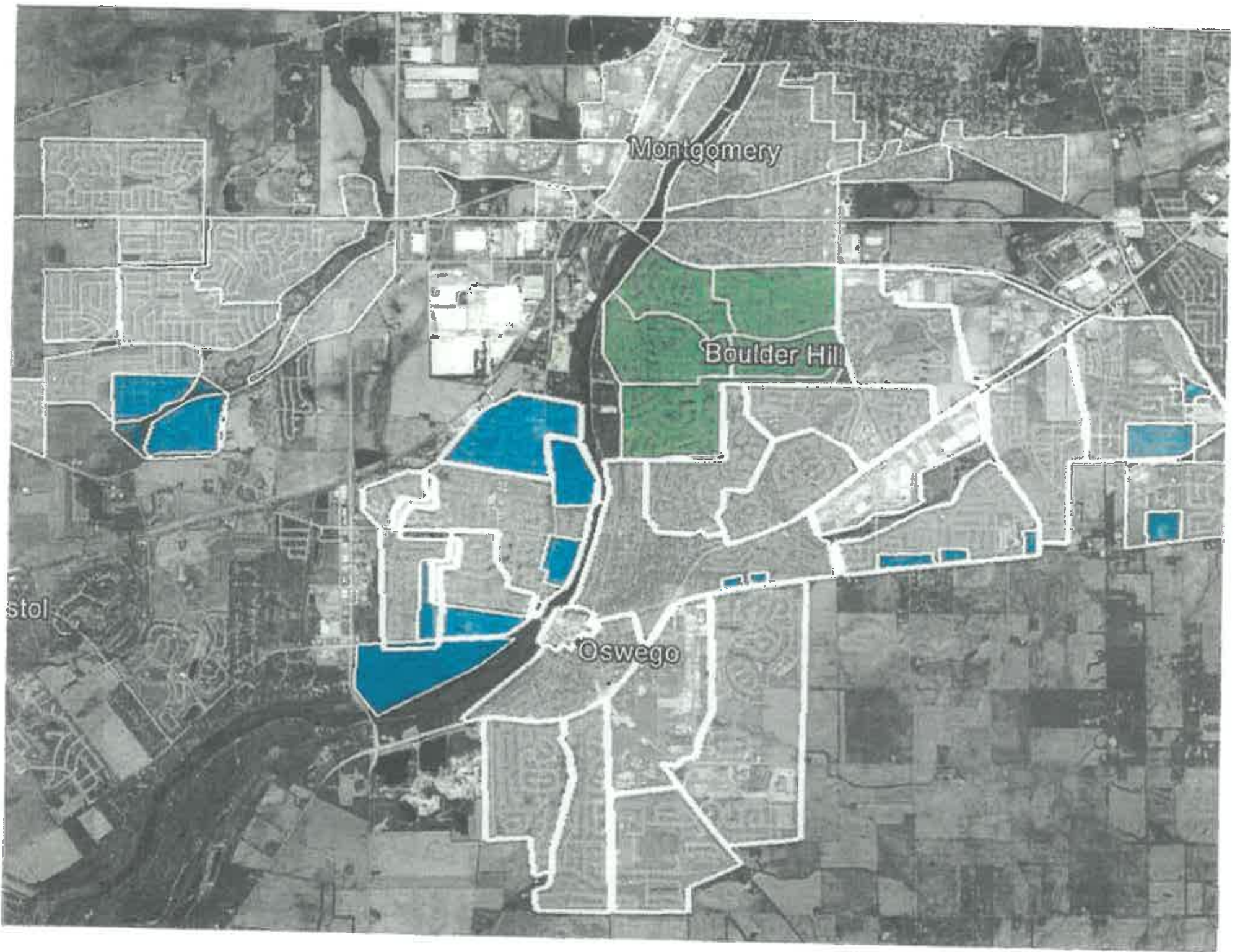
equipment or facilities necessary to generate and or carry such service. No modification in the terms and conditions of the existing cable television franchise shall be made if the existing cable television franchisee elects to continue to operate under all terms and conditions of the existing franchise.

If within the 120 day period the franchising authority and the existing cable television franchisee are unable to reach agreement on modifications to the existing cable television franchise, then the franchising authority shall modify the existing cable television franchise, effective 45 days thereafter, in a manner, and only to the extent, that the terms and conditions of the existing cable television franchise shall no longer impose any duty or obligation on the existing franchisee which is not also imposed under the additional cable television franchise; however, if by the modification the existing cable television franchisee is relieved of duties or obligations not imposed under the additional cable television franchise, then within the same 45 days and following a public hearing concerning modification of the additional cable television franchise within that 45 day period, the franchising authority shall modify the additional cable television franchise to the extent necessary to insure that neither the existing cable television franchise nor the additional cable television franchise, each considered in its entirety, shall have a competitive advantage over the other.

No county shall be subject to suit for damages based upon the county's determination to grant or its refusal to grant an additional cable television franchise, provided that a public hearing as herein provided has been held and the franchising authority has determined that it is in the best interest of the county to grant or refuse to grant such additional franchise, as the case may be.

It is declared to be the law of this State, pursuant to paragraphs (h) and (i) of Section 6 of Article VII of the Illinois Constitution, that the establishment of minimum standards and procedures for the granting of additional cable television franchises as provided in this subsection (e) is an exclusive State power and function that may not be exercised concurrently by a home rule unit.

(Source: P.A. 95-9, eff. 6-30-07; 95-876, eff. 8-21-08.)



Montgomery

Boulder Hill

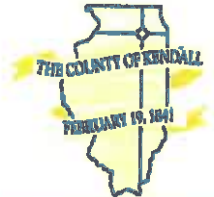
Oswego

stol



Kendall County

Office of the Sheriff



MEMORANDUM

TO: COUNTY BOARD
FROM: DWIGHT BAIRD, SHERIFF *DWB*
SUBJECT: BID AWARD FOR SECURITY SYSTEM REPLACEMENT
DATE: SEPTEMBER 13, 2016
CC:

The County received 4 bids for the replacement of the Security System for the Kendall County Courthouse and Public Safety Center (see attachment 1). Dewberry reviewed all bids for validation and found them to all be qualified per the bid request. Dewberry and staff reviewed the 2 lowest bid proposals provided by Stanley Convergent Security Solutions and Security Automation Systems and contacted references for each company and reference of any sub contractors listed. After reviewing the base bid proposals with the 3 alternate bids we are recommending to eliminate 1 of the 3 alternate bids. We are recommending eliminating alternate #3, the replacement of door locks. We feel this replacement can take place over a few fiscal years at a reduced cost (see attachment 2). We also did not include the video visitation and video bond call in this bid; we will be asking for this portion of the project to go to the County Board for approval at their next board meeting.

Dewberry and staff met with representatives from both aforementioned companies to interview each company regarding their bid proposals. Based on our review of bids and our meeting, we are recommending the bid be awarded to Security Automation Systems for \$3,006,655.00 (again see attachment 2). Contained in the recommendation total is; \$2,690,000.00 base bid, 10% contingency of the base bid, equaling \$269,000.00, alternative #1 \$33,230.00, alternative #2 \$14,425.00, totaling \$3,006,655.00. Staff would further recommend the Board set a procedure in place and/or an authorization amount not to exceed, should the need arise to use a portion of these funds. The Board approved \$2 million (Line 750-2-000-6652) in FY 16 for this project (see attachment 4). The expenditures for this project would also fall in FY 17 and perhaps FY 18 depending on the construction time.

As an update, the estimate for this project was approximately \$3.85 million (see attachments 3 and 4). If the Board approves the recommended \$3,006,655.00 bid award with the already approved \$217,000.00, the total funds approved to date for this project would be \$3,223,655.00, which is \$626,345.00 under the estimated project cost.

Due to the complexity of this project we separated the bid for the video visitation and bond call, we felt other vendors that specialize in these products could provide a more competitive and cost effective bid for the County. Therefore the Board will see a separate bid request for this portion of the project.

I would like to thank Mike Morland of Dewberry and Facilities Director Jim Smiley, I.T. Director Scott Koepfel and Deputy Commander Joe Gillespie for their leadership on this project bringing it to this point. A solid foundation will increase the chance for success.



BID TABULATION FOR ALL WORK

Project: Security System Upgrades for Kendall County Courthouse and Public Safety Center
 Dewberry Project No. 50076906

Contractor Name	Addendum (Y/N)	Bid Bond (Y/N)	Base Bid	Alternate 1	Alternate 2	Alternate 3
ISI Detection Contracting Group dba Argyle Security Group	Y	Y	\$3,798,400.00	Add \$43,900.00	Add \$18,500.00	Add \$118,000.00
Accurate Controls Inc.	Y	N	\$2,990,000.00	Add \$35,100.00	Add \$14,800.00	Add \$145,120.00
Stanley Convergent Security Solutions, Inc.	Y	Y	\$2,784,200.00	Add \$34,725.00	Add \$20,835.00	Add \$179,290.00
Security Automation Systems, Inc.	Y	Y	\$2,690,000.00	Add \$33,230.00	Add \$14,425.00	Add \$166,730.00

- Note does not include video visitation and video bond call projected costs that we have been carrying in our projections.
- The costs that have been carried in our projections is as follows:
 - Video Visitation \$140,000.00
 - Video Bond Call \$125,000.00
 - Total Add \$265,000.00
- Alternate 1 - Is for a 4 inch conduit connection between the Public Safety Center and the Courthouse.
- Alternate 2 - Is for additional fiber optic cable to go in the 4 inch conduit to provide a redundant path between these facilities.
- Alternate 3 - Is for replacement of the old locks in the holding cells at the Courthouse.



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BID TABULATION

BID TAB INLCUDING ALTERNATES 1 AND 2

Contractor Name	Base Bid + Contingency (10%)	Alternate 1	Alternate 2	Total Including all Alternates
Security Automation Systems, Inc.	\$2,959,000.00	Add \$33,230.00	Add \$14,425.00	\$3,006,655.00
Stanley Convergent Security Solutions, Inc.	\$3,062,600.00	Add \$34,725.00	Add \$20,835.00	\$3,118,160.00
Dewberry Estimate	\$2,559,268.00	Add \$22,484.00	Add \$13,955.00	\$2,595,707.00



BID TABULATION FOR ALL WORK

Project: Security System Upgrades for Kendall County Courthouse and Public Safety Center
 Dewberry Project No. 50076906

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Security Automation Systems, Inc.	Y	Y	\$2,690,000.00	Add \$33,230.00	Add \$14,425.00	Add \$166,730.00

- Note does not include video visitation and video bond call projected costs that we have been carrying in our projections.
- The costs that have been carried in our projections is as follows:
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Dewberry Estimate	\$2,559,268.00	Add \$22,484.00	Add \$13,955.00	\$2,595,707.00

Public Safety Capital Improvement Fund

Fund Description

- Reserve fund created to provide cash-on-hand for future jail and courthouse expansions.
- The revenue is provided by the Public Safety Sales Tax Fund or from General Fund revenues generated by housing out of county jail inmates.

ACCOUNT & DESCRIPTION	ACTUAL 2012	ACTUAL 2013	BUDGET 2014	BUDGET 2015	% CHANGE IN BUDGET
Beginning Balance	1,429,064	1,729,064	1,845,038	2,401,539	30.2%
REVENUE					
750-1-000-1565 Architect Deposits					
Total Revenue	0	0	0	0	
CAPITAL					
750-2-000-6650 Expenditures		184,025	2,094,567	2,055,000	-1.9%
Total Expenditure	0	184,025	2,094,567	2,055,000	
Revenue over/(under) Expenditure	0	(184,025)	(2,094,567)	(2,055,000)	
TRANSFERS IN					
750-1-000-1300 Transfer from Gen Fund		300,000			
750-1-000-1310 Transfer from Public Safety	300,000	300,000	300,000	300,000	
Total Transfers In	300,000	600,000	300,000	300,000	0.0%
Ending Balance	1,729,064	2,145,039	50,471	646,539	1181.0%

	<u>FY14</u>	<u>FY15</u>
<u>Circuit Clerk</u>		
Office buildout	\$19,529	
<u>Sheriff</u>		
Records Expansion	30,000	
<u>Fac Mgt</u>		
PSC HVAC (if needed)	120,000	130,000
<u>PSC & CH</u>		
Security Systems (if needed)	1,925,038	1,925,000
	<u>\$2,094,567</u>	<u>\$2,055,000</u>

Attachment 3

Public Safety Capital Improvement Fund

Fund Description

- Reserve fund created to provide cash-on-hand for future jail and courthouse expansions.
- The revenue is provided by the Public Safety Sales Tax Fund or from General Fund revenues generated by housing out of county jail inmates.

ACCOUNT & DESCRIPTION	ACTUAL 2013	ACTUAL 2014	BUDGET 2015	11/24/15 YTD 2015	BUDGET 2016	% CHANGE IN BUDGET
Beginning Balance	1,729,064	2,145,039	2,401,539	3,391,194	3,691,125	53.7%
CAPITAL						
750-2-000-6650 Expenditures	184,025	86,580	2,055,000	69		
750-2-000-6651 Vehicles					95,255	
750-2-000-6652 Jail/Courthouse Security System					2,000,000	
750-2-000-6653 Maintenance/Equipment					244,000	
Total Expenditure	184,025	86,580	2,055,000	69	2,339,255	13.8%
Revenue over/(under) Expenditure	(184,025)	(86,580)	(2,055,000)	(69)	(2,339,255)	
TRANSFERS IN						
750-1-000-1300 Transfer from Gen Fund	300,000	1,032,735				
750-1-000-1310 Transfer from Public Safety	300,000	300,000	300,000	300,000	300,000	
Total Transfers In	600,000	1,332,735	300,000	300,000	300,000	0.0%
Ending Balance	2,145,039	3,391,194	646,539	3,691,125	1,651,870	155.5%

	FY14	FY15	FY16
Circuit Clerk			
Office buildout		\$19,529	
Sheriff			
Records Expansion		30,000	
Vehicles			\$95,255
Fan Mat			
PSC HVAC (if needed)	120,000	\$130,000	
Maintenance/Equipment			150,000
PSC Parking Lots			70,000
Lighting Suppression System			24,000
PSC & CH			
Security Systems (if needed)	1,925,038	1,925,000	2,000,000
	<u>\$2,094,567</u>	<u>\$2,055,000</u>	<u>\$2,339,255</u>

Attachment 4

KENDALL COUNTY SHERIFF'S OFFICE (KCSO)

REQUEST FOR PROPOSAL

Inmate Video Visitation Services (VVS)



Table of Contents

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3. SUBMISSION OF PROPOSAL	5
4. SCOPE OF SERVICES / PROPOSAL GUIDELINES	8
5. EVALUATION AND SELECTION PROCESS	12
6. GENERAL TERMS AND CONDITIONS VENDOR MUST AGREE TO INCORPORATE INTO FINAL CONTRACT DOCUMENTS	15

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REQUEST FOR PROPOSAL

Inmate Video Visitation Services

On behalf of the Kendall County Sheriff's Office, I invite you to furnish a proposal in accordance with the Proposal Guidelines and Proposal Specifications for the services stated herein. Carefully read the attached documents and follow the procedures as outlined in order to be considered for award of contract for this project.

Kendall County Sheriff's Office
1102 Cornell Ln.
Yorkville, IL 60560

All questions should be directed to:

Deputy Commander Gillespie
Kendall County Sheriff's Office

1102 Cornell Lane
Yorkville, IL 60560

JGillespie@co.kendall.il.us
(630) 553-7500 x1148

Any questions received shall be answered at the discretion of the County. Replies will be issued to all Proposers/Vendors of record in writing and will become part of the RFP Documents. Questions will not be responded to by oral clarification. Oral clarifications or interpretations shall be without legal effect.

All questions must be submitted at least seven business days prior to the submittal deadline.

INSTRUCTION TO RESPONDERS

A. Pre-bid Facility Tour:

If you would like to tour the facilities you may contact Joe Gillespie at (630) 553-7500 or igillespie@co.kendall.il.us to arrange details.

B. Availability of Documents:

Interested suppliers should note that, unless otherwise stated in the RFP documents, there is no charge or fee to obtain a copy of the bid documents and respond to documents posted for competitive solicitations. Proposers intending to respond to any posted solicitation are encouraged to visit <http://www.co.kendall.il.us/call-for-bids/> to ensure that they have received a complete and current set of documents.

C. Proposal Format of Responses: This section outlines the County's *strong preference* for the proposal format and information provided by the proposer. Any proposer not providing the required information, or not conforming to the format specified in all material respects, may be eliminated. The County strongly prefers concise responses to the information requested. The use of tables, graphics, and bulleted lists, where appropriate, is strongly encouraged.

1. Information Required From Responders: As set forth herein, you may offer additional or alternative options, but these should be clearly indicated and separate from the response to this request.
2. Cover Letter: Provide a cover letter prepared on the proposer's business stationery. The purpose of this letter is to transmit the proposals, so it should be brief. The letter should contain a statement that the proposer is responding to the County's RFP. Other items outlined in the cover letter include:
 - a. A statement that the attached proposal is complete as submitted;
 - b. A statement that all terms and conditions contained in the proposal are valid for 90 days from the proposal closing date;
 - c. The letter must be signed by a representative who is authorized to contractually obligate the proposer or consortium of Responders.
3. TECHNICAL PROPOSAL REQUIREMENTS: Your Proposal must include the following:
 - a. Basic Company Information
 1. Company Name/address/Telephone/Fax Numbers/ E-Mail Address.
 2. Contact Person.
 3. Type of Organization.
 4. Total Number of Staff.
 5. Underlying philosophy of your firm in providing the services requested.
 6. Firms Financial Ability to Provide Services and Fulfill Project Contract.
 7. Years in Business Providing Similar Services.
 8. Firm's Employee Training Programs.
 9. Firm's Policies (Administrative & Operational) that would be associated with this project.

10. Corporate Experience:

- i. General experience in VVS.
- ii. Experience in providing VVS populations in multiple facilities with populations similar to KCSO.
- iii. Related corporate experience.
- iv. References.
- v. Financial ability to start-up and maintain contract requirements. Include audited financial statement for Responder Corporation for the past three (3) years.
- vi. Management (corporate) support for the project.

b. **Brief Company History**

c. **Summary of Firm's Relevant Experience** Limit references to a total of three (3). References must be of similar project scope. References must be currently under contract or a contract completed within the past five (5) years. Include the following:

1. Contract Name/Location/Dollar Value/Owner information.
2. Description. Include contact person with phone number.
3. Start, Finish, or Anticipated Completion Date.
4. Description of all services provided.
5. Contract monetary value.
6. Average daily population of adult correctional facilities.

d. **Financial/Legal**

1. Provide a copy of Last Year-End Financial Statement or Letter from Accountant/Bank Firm's Financial Position. **(This information will be kept strictly confidential).**
2. State of Illinois Business License.
3. Provide Insurance Coverage Certification.
4. Provide Statement of Legal Actions pending or threatened against you relating to Current or Past Projects and any actions brought against you by a Sheriff, County, Department of Corrections or State within the last five (5) years.

e. **Contract Start-up/ Transition Plan**

1. Approach to start-up.
2. Organizational ability to start-up.
3. Detailed description of implementation plan (To include system testing.)
4. Detailed description of transition of services.
5. Include a detailed description of what problems might reasonably be expected (practical, structural, software compatibility, operational, etc.) through the design, install and initial operation of these systems and your suggestions as to how you and KCSO should handle these matters.

f. **Project Approach**

1. Describe your business philosophy and how you plan to approach this

other information subsequently requested may result in the Responder being eliminated from consideration.

8. Discussions may be conducted with Responders who submit proposals determined to have a reasonable likelihood of being selected for award. However, proposals may be accepted without such discussions. Therefore, all information requested and necessary for the County to evaluate this RFP should be included in your response.
9. Responders who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal.
10. The contents of the proposal submitted by the successful contractor(s) and this RFP (as well as the necessary contract terms and conditions contained herein) will become a part of any contract awarded as a result of these specifications.
11. Kendall County reserves the right to request clarifications or corrections to proposals.

The proposal must be addressed to:

Deputy Commander Gillespie
Kendall County Sheriff's Office
1102 Cornell Lane
Yorkville, IL 60560

Proposals must be delivered no later than 4:00 P.M. on _____, 2016 ("Due Date").
Proposals received after the Due Date will not be considered.

All proposals submitted shall be considered firm offers and will be binding for ninety (90) calendar days following the Due Date, unless, upon County's request, the Responder(s) agrees to an extension.

E. Opening Proposals and Awarding Agreement

Proposals will be opened and publicly read on _____, 2016 at 10:30 A.M. CST in the Sheriff's Office located at 1102 Cornell Ln. Yorkville, IL 60560. Proposals will be evaluated and an award, if any, will be made in accordance with the RFP section titled "Selection Criteria" below.

The purpose of this RFP is to solicit responses from qualified individuals/vendors for the procurement of services and/or supplies as set forth herein.

F. Property of the County

The Responder acknowledges that all proposal materials become the property of the County and, as such, may be available to the public. By submitting a proposal, the Responder acknowledges that the County's decision is final, binding, and conclusive upon the Responder for all purposes.

G. Errors and Omissions

The Proposer is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or the County. Should the Proposer suspect any error, omission, or discrepancy in the specifications or instructions, the Proposer shall immediately notify the County in writing, and the County will issue written corrections or clarifications. The Proposer is responsible for the contents of its Proposals and for

RFP.

2. Describe proposed delivery of system & quality controls, including the residence of your technicians who will service this system, once installed.
3. specifically address the following areas:
 - i. Hardware.
 - ii. Software Security.
 - iii. Features.
 - iv. Data Storage Capability.
 - v. Report and Data Compilation Capability.
 - vi. Monitoring and Recording Capability.
 - vii. Service Maintenance Plan.
 - viii. Training.

D. Submission of Proposals

All Vendors must submit one (1) original and two (2) copies of their proposal in a sealed package plainly marked in the lower left-hand corner "Inmate Video Visitation Services Proposal." Failure to submit a proposal in a properly marked package may eliminate the proposal from consideration.

The following will apply to all proposals received:

1. All proposals must be comprehensive and complete for the services requested. Accepted proposal shall be contracted by the Kendall County Sheriff for the total of the submitted proposal. Kendall County will not be responsible for any additional charges above the accepted proposal unless additional services are negotiated and accepted by the Kendall County Sheriff by addendum to the original contract. Failure to provide detailed responses will result in the vendor being eliminated from award of contract consideration.
2. The county will not be responsible for any expenses incurred by the Contractor in preparing and submitting proposals. All proposals shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
3. The proposing party must sign in the firm or corporate name and must bear the original longhand signature of a principal legally authorized to sign contracts. The name of each person signing should be typed or printed below the signature. Both must be complied with for the proposal to be valid.
4. The individual signing the document for the proposing organization shall initial all erasures or corrections.
5. All variations to the stated specifications must be described in detail (free from ambiguity).
6. All Responders must be appropriately licensed and authorized to conduct business within the State of Illinois.
7. The failure of a Responder to promptly supply information requested in this RFP or

satisfying the requirements set forth in the RFP. Proposer will not be allowed to benefit from errors in the document that could have been reasonably discovered by the Proposer in the process of putting the Proposal together.

H. Reserved Rights

County reserves the following rights: (1) to waive or deviate from the procedures or timetable identified in RFP; (2) to supplement, amend, or otherwise modify the RFP, without notice; (3) to request additional information from Responders; (4) to reject any or all bids; (5) to waive minor defects and technicalities; and (6) to award an Agreement which is in the best interest of the County and the KCSO. FURTHER, THE COUNTY RESERVES THE RIGHT TO NEGOTIATE WITH THE PROVIDER WHO, IN THE COUNTY'S OPINION, OFFERS THE BEST PROGRAM OF SERVICES.

The awarded Responder will be an independent contractor. The contractor is not, and will not be, an employee or agent of Kendall County or the Kendall County Sheriff's Office.

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REQUEST FOR PROPOSAL FOR INMATE VIDEO VISITATION SERVICES

PROPOSAL GUIDELINES

- A. **PROJECT SCOPE:** The Kendall County Sheriff's Office has issued this Request for Proposal (RFP) for the sole purpose of obtaining responsive proposals from qualified individuals or firms to establish a service intensive contract, through competitive negotiation, for the procurement of services and/or supplies as set forth herein.

Only vendors who have demonstrated the ability to provide inmate services, at competitive rates, with timely delivery of services, and abiding by correctional policies/procedures of government customers of comparable size will be considered for award of contract.

All requests, responses, inquiries and ultimate final negotiations will be conducted by the Sheriff, all subject to final agreement by the Contractor (Responder/Vendor) and the Sheriff.

VIDEO VISITATION SERVICES (VVS)

The Responder shall provide KCSO with a proposal for a fully functioning inmate video visitation system (VVS) for the Sheriff's Office, to include all necessary labor, equipment, materials, software, installation, configuration (hardware, software, and networking), documentation, testing, and training services.

The Video Visitation system will be able to support several web-based applications including video visitation, inmate information, sick request, emergency visit, commissary ordering, GED preparation, law library, inmate request and grievances, court services visits, attorney visits, bond call, host the Kendall County inmate handbook and inmate electronic mail.

The VVS will allow the public to visit inmates from their home, as well as from a visitation center located within the lobby of the Sheriff's Office while being monitored and recorded by the Kendall County Sheriff's Office staff. Attorneys and other such individuals who require private access to inmates will be able to do so through remote video visitation without being monitored or recorded. All recordings will remain the property of KCSO.

The Responder must propose the number of video visitation stations for the facility. Responder will provide video visitation stations in each housing unit and may propose other areas within the Jails.

NOTE: KCSO does not currently have any video visitation systems in place.

The Responder shall be required to plan, finance and implement the phased integration and testing of all required equipment and software relative to the VVS solution without impacting the daily operation of the existing ITS or Sheriff's Office operations.

The Responder shall describe in detail the approach to the project and why Responder proposes the specific VVS solution. The response should address the following areas:

1. Hardware (To Include Dimensions/Warranty Information)
2. Software
3. Security Features
4. Data Storage Capability (Minimum Required 60 Days)
5. Report and Data Compilation Capability
6. Video Monitoring and Recording Capability
7. Service and Maintenance Plan
8. Installation/Cut Over/Transition (To Include System Testing)
9. Training

PLEASE NOTE THE FOLLOWING MINIMUM SPECIFICATIONS RELATED TO THE VVS SOLUTION:

1. All equipment for the VVS will be state of the art, resistant to physical abuse, waterproof, and considered user friendly.
2. The VVS stations shall be sturdy, vandal resistant and steel armored, composed of durable, tamper-free equipment suitable for a detention/corrections environment. The equipment must contain no removable parts. Cords shall be short enough to prevent hanging.
3. The VVS scheduling, user management and policy management must be web-based and allow for KCSO to administer visitation sessions and visitation operations based on the KCSO policies.
4. The VVS shall be browser based videoconference without visitors having to download any proprietary software on their computer to conduct the visit.
5. The VVS must assign a unique identification number to each inmate and user.
6. The VVS must have a Multi-lingual Inmate interface (English and Spanish at a minimum).
7. The VVS shall provide a visual warning message to inform the visitor that the visit will be ending in ten (10) minutes. A "count down" clock should be visible for visitation participants to signal the end of the time allotted.
8. The VVS shall provide different levels of functionality to users based on their user type. For example:
 - a. Administrators: create/manage/edit – users, schedules, etc.
 - b. Users: create/manage/edit their own schedules
 - c. Read-only user: can only view scheduled visits
 - d. System will be permission based to allow different users to have access to different privileges in the system, as defined by KCSO.
 - e. Web-based scheduling system must send an email to the visitor when a visit is scheduled, modified or canceled.
 - f. If a scheduled visit is canceled, the timeslot should become available for scheduling.
 - g. Web-based scheduling system must assign a unique visitation identification number for every visit for reporting and tracking.
 - h. System must use set durations of 20 and 40 minutes for each visit.
 - i. Allow for "professional" visits to be scheduled for longer than thirty (30) minutes.

9. Each user will require a unique username and password that will dictate their level of functionality.
10. The VVS shall provide and audit trail of all system activity (i.e., user login times and locations, which users have scheduled/modified/canceled a visit, etc.).
11. The VVS shall allow for integration with, or data retrieval from, the KCSO Jail Management System (JMS).
12. The VVS shall automatically use the same inmate identification number as created by the JMS to identify the inmate on the video visitation system.
13. The VVS shall automatically cancel a visit if the inmate's status has changed to a designated status or the inmate has been released.
14. The VVS must allow authorized personnel to be able to quickly and easily schedule visitation sessions.
15. The VVS scheduling and management system must be able to communicate with the video hardware at the time of the scheduled visit so that the visitation session will automatically commence without staff involvement.
16. The VVS must allow for three (3) configurable setting for screen resolution and bandwidth requirements.
17. The VVS solution shall store data for a minimum of sixty (60) days.

B. FEES, COSTS, RATES & FACILITY COMMISSIONS:

1. FEES & RATES:

- a. The rates charged to users shall not exceed the tariffs as mandated by the Public Utilities Commission or Federal Communications Commission for all services. Please provide a copy of the rates that will be charged.
- b. The vendor shall be responsible for the collection of charges.
- c. The vendor shall be responsible for any and all billing disputes, claims or liabilities that may arise in regards to its provisions of this contract.

2. COMMISSION STRUCTURE:

Please provide information on the commission structure. Include the following within your response:

- a. What is the percentage of commission you will pay Kendall County?
- b. Explain in detail the method used to calculate revenue to the County (e.g., gross revenue, adjusted gross revenue, net revenue).
- c. State applicable deductions from Gross Revenue before calculating the County's revenue.
- d. Method of reporting the calculation of the County's commission payment.
 - i. Provide samples of proposed reports.
 - ii. Is there a charge for customized reports?
 - iii. If yes, provide amounts.
- e. Describe collection procedures.
 - i. The County reserves the right to audit collection procedures and commission computations and to terminate the contract if repeated inaccuracies in either procedures or computations are revealed.
 - ii. What types of reports are available to Kendall County to audit commission payments? Provide samples of reports.
- f. Describe the procedure for billing.

- i. Describe your billing process and who handles billing.
- ii. Will there be any handling fees charged to the County?
- iii. Are there any deductions from revenues?

3. **COSTS OF SERVICES:**

The Sheriff desires to provide comprehensive services to and for the benefit of inmates as set forth in this RFP with the costs to be substantially borne by the inmate users of these services. The Sheriff also intends to provide these services in a reliable and high quality manner, but also as economically as is practical. In order to properly compare the economics of the responses from various vendors, please offer alternatives as follows:

- a. The costs for VVS calls is sufficient to compensate the vendor for the total costs of all services, hardware, software and updates, necessary infrastructure and all other related expenses during the course of this agreements and any extensions thereof.

C. **CONTRACT PERIOD:** This contract shall be with Kendall County, which may hereafter be referred to as the Kendall County Sheriff's Office, Sheriff or County. It is intended that the contract period shall be for two (2) years or an equivalent period depending upon date of contract award. The Sheriff reserves the right to renew this contract for two (2) additional one (1) year periods. Contract extension is subject to acceptable performance by the contractor as determined by the Sheriff and at the Sheriff's discretion and option. At the end of any contract term, the Sheriff reserves the right to extend this contract for a period of one-hundred twenty (120) days for the purpose of getting a new contract in place.

D. **PROJECT TARGET DATES:** The following projected timetable should be used as a working guide for planning purposes. Kendall County reserves the right to adjust this timetable as required during the course of the RFP process.

<u>Event</u>	<u>Date</u>
Proposals Due	4:00 P.M. on _____ ???????
Award of Contract	10:30 A.M. on _____ ????????
Begin to Provide Service	TBD

E. **PRICING:** Fees are to be proposed **F.O.B. Destination**. The term *F.O.B. Destination* shall mean: services delivered to Kendall County sites. No separate charges, except those clearly identified in submitted proposal will be allowed. In case of error in extension, the unit price will prevail.

Firms should understand that Kendall County will utilize available cost data to formulate its position on what is a fair and reasonable cost. The County shall utilize Federal, State, and local resources to assist in formulating its position.

F. **TRANSFER OF OWNERSHIP OR ASSIGNMENT of CONTRACT:** Vendor may use disclosed sub-contractors; however, awarded vendor shall not transfer the resulting contract or performance of contract to another individual or firm; nor shall the awarded vendor change or

sub contract any portion of the awarded contract, during the contract period without consent of the Sheriff.

The terms and conditions of the RFP and resulting contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

- G. **ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS:** By signing its proposal, Proposer acknowledges that it has read and understands the insurance requirements for the proposal. Proposer also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, Kendall County may rescind its acceptance of the Proposer's proposal. The insurance requirements are contained in the "GENERAL TERMS AND CONDITIONS VENDOR MUST AGREE TO INCORPORATE INTO FINAL CONTRACT DOCUMENTS" below.
- H. **RECYCLE POLICY:** Kendall County encourages all vendors to recycle and consider their impact upon the environment.
- I. **TAX EXEMPT STATUS:** Kendall County is exempt from federal excise and transportation taxes. Kendall County is also exempt from payment of Illinois Sales Tax **TAX EXEMPTION IDENTIFICATION NUMBER: XXXXX**. The County agrees to notify Contractor promptly in the event of a change in its tax-exempt status.
- J. **SELECTION CRITERIA:** The Kendall County Sheriff intends to award this contract in whole to the lowest responsive and responsible Responder that is in compliance with all specifications, terms and conditions contained herein. The Responder shall have specific experience supplying similar products, on a satisfactory basis, to other customers with a similar volume. In determining the lowest responsible contractor, the County shall take into consideration the qualities of the services/articles supplied; their conformity with the specifications; their suitability to the requirements of the county, availability of support services; uniqueness of the service, materials, equipment, or supplies as it applies to networked, integrated computer systems; compatibility to existing equipment; and the delivery terms. The Kendall County Sheriff also reserves the right to consider bid prices, the references and successful service history, corporate experience and capability, financial capability, qualifications, proposed approach to the project, value added services and other related factors in the award decision that demonstrate the important factors of financial responsibility and ability to perform. Intangible factors, such as the Responders reputation and past performance in executing the County contract, will also be weighed in executing County contracts. The criteria are not necessarily listed in any particular order. The Sheriff may request additional information from all proposers and further evaluate the selection criteria.

An interview may be conducted during the selection process. Discussions may be conducted with the responsible Responders who submitted proposals determined to be reasonably susceptible of being selected for award, for the purpose of clarification to ensure there is full understanding and responsiveness to the solicitation requirements. Responders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revision may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

The Kendall County Sheriff reserves the right to reject any or all proposals, waive any or all irregularities, and select the proposal which is in the best interest of Kendall County, Illinois. Kendall County retains the authority to eliminate any service features that are deemed too costly or unnecessary. The County may seek clarification from a Proposer at any time and failure to respond promptly is cause for rejection. The County may require submission of best and final offers.

The Responders failure to meet the mandatory requirements will result in the disqualification of the Contractor's proposal from further consideration as an unresponsive bid.

Submission of a proposal confers no rights on the Responder to selection or to a subsequent contract. This RFP process is for the County's benefit only and is intended to provide the County with competitive information to assist in selection of services. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion.

K. PROPOSER COMPETENCY: To allow the County to evaluate the competency and financial responsibility of a Responder, such Responder shall, when requested by the County, furnish the following information that shall be sworn to under oath:

1. Address and description of Proposer's plant and place of business.
2. Name and/or Articles of co-partnership or incorporation.
3. Itemized list of equipment available for use on the Responders awarded project.
4. Statement regarding any past, present, or pending litigation.
5. Such additional information as may be required that will satisfy the County that the Responder is adequately prepared in technical experience, or otherwise to fulfill the contract.
6. Documents to ensure that the Responder is in compliance with the current Fair Employment Practices requirements of the County.

L. DISQUALIFICATION OF RESPONDERS: Any of the following may be considered sufficient for the disqualification of a Responder and the rejection of his/her proposal(s):

1. Evidence of collusion among Responders.
2. Lack of responsibility as revealed by either financial or technical experience statements, as submitted.
3. Lack of expertise and poor workmanship as shown by performance history.
4. Uncompleted work under other contracts that in the judgment of the County might hinder or prevent the prompt completion of additional work is awarded.
5. Being in arrears on existing contracts, in litigation with the County, or having defaulted on a previous contract.

M. INVESTIGATION OF RESPONDERS: The County will make such investigations as are necessary to determine the ability of the Contractor to fulfill Proposal requirements. The Contractor shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, service and services similar to that included in this Proposal. It shall be at the sole discretion of the County to reject any Proposal if it is determined the Contractor does not fully demonstrate its ability to carry out the obligations of the contract.

- N. **COMMENCEMENT OF WORK:** The successful Responder must not commence any billable work prior to the County's execution of the contract (purchase order issuance) or until any required documents have been submitted. Work done prior to these circumstances shall be at the Responder's risk.
- O. **CHANGE IN OWNERSHIP/FINANCIAL VIABILITY STATUS:** The Contractor shall notify Kendall County immediately of any change in its status resulting from any of the following:
1. vendor is acquired by another party;
 2. vendor becomes insolvent;
 3. vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act;
 4. vendor ceases to conduct its operations in normal course of business.

Kendall County shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

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GENERAL TERMS AND CONDITIONS VENDOR MUST AGREE TO INCORPORATE INTO FINAL CONTRACT DOCUMENTS

- a. **Compliance With State and Federal Laws:** Contractor agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
- b. **Notice:** Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the Kendall County Sheriff, Attention: Deputy Commander Gillespie, Kendall County Sheriff's Office, 1102 Cornell Lane, Yorkville, IL 60560, fax (630) 553-1972, with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Contractor, to: _____.
- c. **Payment:** Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.).
- d. **Entire Agreement:** This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.
- e. **Choice of Law and Venue:** This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
- f. **Non-Appropriation:** In the event Kendall County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Contractor. In the event of a default due to non-appropriation of funds, Contractor and/or Kendall County has the right to terminate the Agreement upon providing thirty (30) days written notice to Contractor. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
- g. **Termination:** Contractor may terminate contract by providing one hundred eighty (180) days written notification. The Sheriff reserves the right to terminate this contract, or any part of this contract, upon ninety (90) days written notice without cause. In case of such termination, the Contractor shall be entitled to receive payment from the Sheriff for work completed to the termination date in accordance with the terms and conditions of this contract. In such case, no penalties and/or early termination charges shall be required from the Sheriff.

In the event that Contractor defaults, the Sheriff shall be entitled to cancel the contract for cause. Cause/Default shall occur when Contractor fails and/or refuses to carry out any obligation, term or condition of this contract. Upon default, the Sheriff will issue written notice to the Contractor for acting or failing to act as in any of the following:

1. The Contractor fails to adequately perform the services set forth of this contract;
2. The Contractor breaches any material clause of the contract;
3. The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
4. The Contractor provides material that does not meet the specifications of this contract;
5. The Contractor fails to progress in the performance of this contract and/or gives the County reason to believe that the Contractor will not or cannot perform the requirements of the contract.

Upon receipt of the written notice, the Contractor shall have ten (10) days to provide a satisfactory, written response to the county. Failure on the part of the Contractor to adequately address all issues of concern and remedy such problems may result in the county resorting to any single or combination of the following remedies:

1. Cancel the contract;
2. Purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses;
3. Reserve all rights or claims of damage for breach or any covenants of the contract.

- h. **Warranties**: All services to be undertaken by Contractor shall be carried out by competent and properly trained personnel of Contractor to the highest standards and to the satisfaction of Kendall County. All services, materials and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.
- i. **Assignment**: Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
- j. **Force Majeure**: Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
- k. **Insurance**: Contractor will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Kendall County at the address set forth herein. Before starting work hereunder, Contractor shall deposit with Subscriber certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability Insurance, in compliance with the laws of

the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of \$1,000,000 combined single limit. Kendall County shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage. Further, all liability and workers' compensation policies must include a waiver of subrogation in favor of Kendall County. Kendall County shall also be designated as the certificate holder. Kendall County's failure to demand such certificate of insurance shall not act as a waiver of Contractor's obligation to maintain the insurance required under this Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Contractor, nor be deemed as a limitation on Contractor's liability to Kendall County in this Agreement.

- i. Indemnification:** Contractor shall indemnify, hold harmless and defend with counsel of Kendall County's own choosing, the Kendall County Sheriff, Kendall County, its officials, officers, employees, including their past, present, and future board members, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Contractor or those Claims are due to any act or omission, neglect, willful acts, errors or misconduct of Contractor in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting Kendall County, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing Kendall County, under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney. Kendall County's participation in its defense shall not remove Contractor's duty to indemnify, defend, and hold Kendall County harmless, as set forth above.

Kendall County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) or other law by reason of indemnification or insurance. Indemnification shall survive the termination of this contract.

- m. Independent Contractor Relationship:** It is understood and agreed that Contractor is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with Kendall County. Contractor understands and agrees that Contractor is solely responsible for paying all wages, benefits and any other compensation due and owing to Contractor's officers, employees, and agents for the performance of services set forth in the Agreement. Contractor further understands and agrees that Contractor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Contractor's officers, employees and/or agents who perform services as set forth in the Agreement. Contractor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents and agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents. Contractor hereby agrees to defend

with counsel of Kendall County's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Kendall County, its board members, officials, employees, insurers, and agents for any alleged injuries that Contractor, its officers, employees and/or agents may sustain while performing services under the Agreement.

- n. **Background Checks/Security:** Contractor shall exercise general and overall control of its officers, employees and/or agents. Contractor agrees that no one shall be assigned to perform work at Kendall County's facilities on behalf of Contractor, Contractor's consultants, subcontractors and their respective officers, employees, agents and assigns unless Contractor has completed a criminal background investigation for each individual to be performing work at the site. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Contractor agrees that the individual shall not be assigned to perform work on or at Kendall County's facilities absent prior written consent from the Kendall County Sheriff. Kendall County, at any time, for any reason and in Kendall County's sole discretion, may require Contractor and/or Contractor's consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.

Contractor understands, and agrees, that any person who takes into, or out of, or attempts to take into, or out of, a correctional facility, or the grounds belonging to or adjacent to the correctional facility, any item not specifically authorized by the correctional facility, such as contraband, shall be prosecuted. All persons, including employees and visitors, entering upon such premises are subject to routine searches of their persons, vehicles, property and/or packages. Contraband shall include, but not be limited to, any dangerous drug, narcotic drug, intoxicating liquor, deadly weapon, dangerous instrument, ammunition, explosive or any other article whose use or possession of would endanger the safety, security or preservation of order in a correctional facility or any persons therein. Company further agrees that it shall notify correctional facility personnel of the loss or breakage of any tools and equipment while within the facility.

- o. **Non-Discrimination:** Contractor, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
- p. **Certification:** Contractor certifies that Contractor, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act). Contractor further certifies by signing the Contract documents that Contractor, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer or employee's official capacity. Nor has Contractor made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the company been so

convicted nor made such an admission.

- q. **Protection of Work and Clean-Up:** The Contractor shall be responsible for the protection of all work (including, but not limited to, all work performed by Contractor (and all Subcontractors) until its completion and final acceptance, and shall at Contractor's own expense replace damaged or lost materials or repair damaged parts of the work, and the Contractor shall be liable therefore. Contractor and Subcontractors shall take all risks from floods and casualties, and shall make no claim for damages for delay from such causes. The Contractor and Subcontractors may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions herein before specified. The Contractor shall remove from the vicinity of the work upon its completion all surplus material or equipment belonging to Contractor and Subcontractors or used under their direction during construction. Contractor shall remove all surplus materials, excavation, concrete and debris of all kinds from the project site, streets or portions of buildings or property at or adjacent to the site of the work, except that which may be required for refilling or grading the surface, within a reasonable time or as directed by Kendall County.
- r. **Notification of Public & Private Utilities:** The Company shall notify J.U.L.I.E. for public utility locations and the Project Manager for Customer's private utilities at least 48 hours prior to commencement of construction so that they may locate and stake out such buried services. Any services or utilities so damaged by the Contractor or Subcontractors will have to be replaced and/or repaired by the Contractor at Contractor's expense.
- s. **Conflict of Interest:** Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Contractor or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Contractor or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
- t. **Waiver:** County and/or Contractor's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- u. **Waiver of Lien:** Contractor hereby waives any claim of lien against subject premises on behalf of Contractor, its officers, insurers, employees, agents, suppliers and/or subcontractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, Contractor shall tender to Client a final waiver of lien for all subcontractors and/or suppliers.
- v. **Drug Free Workplace:** Contractor and its consultants, employees, Contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
- w. **MSDS:** When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & "Right to Know" law, 820 ILCS 255/1 *et seq.*, 820 ILCS 220/0.01 *et seq.* and 820 ILCS 225/0.1 *et seq.*

- x. **Prevailing Wage:** To the extent that this Agreement calls for the construction, demolition, maintenance and/or repair of a "public work" as defined by the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"), such work shall be covered under the Act. The Act requires Contractors and subcontractors to pay laborers, workers and mechanics performing covered work on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>
The Department revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. All Contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties.
- y. **Employment of Illinois Workers on Public Works Act:** If at the time the Contract Documents are executed, or if during the term of the Contract Documents, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*, (hereinafter referred to as "the Act"), Contractor, its consultants, subcontractors and agents agree to employ Illinois laborers on this Project in accordance with the Act. Contractor understands that the Act defines (a) "period of excessive unemployment" as "as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures", and (b) "Illinois laborer" as "any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident." See 30 ILCS 570/1. Contractor understands and agrees that its failure to comply with this provision of the Contract Documents may result in immediate termination of the Contract Documents.
- z. **Remedies:** In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement, shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

**Proposed changes by the Health and Environment Committee
from August 15, 2016 Meeting**

FOOD PROTECTION ORDINANCE

Section 4, *FOOD HANDLING EVENTS, paragraph F, POTLUCK EVENTS:* The committee wanted it clearly understood that they did not believe the potluck section extended to Chamber of Commerce events.

Section 5, B, *INSPECTION FREQUENCY:* Remove the words “in Attachment A” and insert the inspection chart as of August 15, 2016

Section 8, *FEES:* Replace both paragraphs with the current fee schedule as of August 15, 2016

WATER SUPPLIES ORDINANCE

Section 11, *FEES:* Replace both paragraphs with the current fee schedule as of August 15, 2016

ONSITE WASTEWATER TREATMENT SYSTEM ORDINANCE

Section 1, *SCOPE:* The Health Department will separate the operation, maintenance and service components and improve the language in this section prior to the Committee of the Whole meeting.

Section 10, E, 5 & 6, *PERMIT REQUIREMENTS:* There was consensus by the committee to not include the State’s Attorney’s Office recommendations in the ordinance for this section.

Section 13, *FEES:* Remove both paragraphs and replace with the current fee schedule as of August 15, 2016

Section 23, *PENALTY:* The Health Department will change the ordinance so that the amount of the fines will be listed as “not less than \$100, and no more than \$1000”.

ATTACHMENT B

FOOD SERVICE SANITATION FEES

Food Service Establishment/Retail Food Store Annual Permit:	
Risk Type 1 (Low)	\$190
Risk Type 2 (Medium)	\$350
Risk Type 3 (High)	\$500
Retail Grocery w/ Food Prep (per check-out lane, in addition to risk based permit fee)	\$20
New food establishment permit fees for applications received after October 1 st but prior to April 1 st will be prorated.	
Mobile Food Vendor Permit:	
Risk Type 1	\$175
Risk Type 2	\$225
Risk Type 3	\$275
Temporary /Special Event Charitable:	
Risk Type 1 and Charitable Organization	\$30
Risk Type 2	\$50
Risk Type 3	\$70
Temporary event permit late fees	\$10
Construction Plan Reviews:	
Risk Type 1	
Up to 1500 Sq.Ft.	\$300
1501-3000 Sq.Ft.	\$350
3001-5000 Sq.Ft.	\$450
Over 5001 Sq.Ft.	\$550
Risk Type 2	
Up to 1500 Sq.Ft.	\$400
1501-3000 Sq.Ft.	\$450
3001-5000 Sq.Ft.	\$550
Over 5001 Sq.Ft.	\$650
Risk Type 3	
Up to 1500 Sq.Ft.	\$450
1501-3000 Sq.Ft.	\$500
3001-5000 Sq.Ft.	\$550
Over 5001 Sq.Ft.	\$650
Conditional permit	Permit Fee x 50%
Re-inspection /non-compliance fee	\$100
Late payment fee	25% of fee
Outdoor grilling plan review	\$100
Pre-operational re-inspection	\$50
Application to perform reduced oxygen packaging	\$125
Change of ownership inspection	\$100
Cottage food operation one time registration	\$15
Permit reinstatement fee	\$75
<ul style="list-style-type: none"> ● Fee exemptions will be granted to those organizations that are classified as official units of Kendall County Government. ● An applicant that can prove 501(c)(3) status will be granted a fee reduction of 50 percent of the regular fee as listed on this schedule. ● Issuance of a food service establishment, retail food store or mobile food vendor permit is contingent upon Health Department receipt of payment for any and all past due fees owed by said businesses to the Health Department. 	

WATER SUPPLIES ORDINANCE
KENDALL COUNTY, ILLINOIS

SECTION 1: SCOPE

This ordinance is enacted to establish and provide for the enforcement of minimum standards to assure that water wells are properly designed, constructed, operated, maintained and serviced and all other matters relating to private water wells, semi-private water wells, non-community water supplies and closed loop wells, to protect the health, safety and general welfare of the public.

The statutes of the State of Illinois grant to the Kendall County Board the power to enact such ordinances that protect the health of the citizens of Kendall County.

After the effective date of adoption of this ordinance, all private water supply systems as described herein shall only be constructed or modified in accordance with this ordinance.

Therefore, be it ordained by the County Board of Kendall County, Illinois, that the following rules and regulations are hereby made and adopted.

SECTION 2: ADOPTION BY REFERENCE

In addition to those provisions set forth, this Ordinance shall be interpreted and enforced in accordance with provisions set forth in the following statutes, rules, and regulations of the State of Illinois, Department of Public Health and any subsequent amendments or revisions thereto, which publications are incorporated herein and adopted by reference as part of this Ordinance:

1. "Illinois Water Well Construction Code." (77 Ill. Adm. Code 920)
2. "Illinois Water Well Pump Installation Code." (77 Ill. Adm. Code 925)
3. "Public Area Sanitary Practice Code." (77 Ill. Adm. Code 895)
4. "Drinking Water Systems Code." (77 Ill. Adm. Code 900)
5. "Surface Source Water Treatment Code." (77 Ill. Adm. Code 930)

SECTION 3: DEFINITIONS

The following definitions shall apply in the interpretation and enforcement of this Ordinance:

"APPLICANT" means the property owner as defined herein who has applied for a permit or his or her authorized agent.

"APPROVED" or **"APPROVAL"** as it pertains to this ordinance, means constructed and installed in compliance with technical standards and requirements of this ordinance. Approved does not imply or ensure that a system will perform satisfactorily.

"ABANDONED WELL" means a water well or monitoring well which is no longer used to supply water, or which is in such a state of disrepair that the well or boring has the potential for transmitting contamination into an aquifer or otherwise threatens the public health or safety.

"DIRECTOR" means the Director of Environmental Health Services of the Kendall County Health Department or his/her agent.

"HEALTH DEPARTMENT" means the Kendall County Health Department, including its duly authorized representatives.

“MODIFICATION” means the alteration of the structure of an existing water well, including, but not limited to, deepening, elimination of a buried suction line, installation of a liner, replacing, repairing or extending casing, or replacement of a well screen. Pertaining to closed loop wells, "modification" also means any alteration to the construction of the borehole of an existing closed loop well, including, but not limited to, regrouting and installation of additional boreholes.

“POTABLE WATER” means water that is suitable for human consumption and which meets public health standards for drinking water.

“INSPECTION FEE” means a fee for inspection to be conducted in the fulfillment of a water well construction permit and is assessed at the time of the permit issuance by the Kendall County Health Department

“PERMIT FEE” means a fee assessed for the issuance of a permit by the Kendall County Health Department

“PROPERTY” means any parcel or combination of contiguous parcels, under ownership or control for which legal title has been recorded and which is designated by its owner as a tract of land to be used, developed, or built upon as a unit.

“PROPERTY OWNER” means the person in whose name legal title to property is recorded.

“REVOCATION” means nullification.

“SHALL” means that the stated provision is mandatory.

“WATER WELL” means an excavation that is drilled, cored, bored, washed, driven, dug, jetted or otherwise constructed when the intended use of such excavation is for the location, diversion, artificial recharge, or acquisition of ground water, but such term does not include an excavation made for the purposes of obtaining or prospecting for oil, natural gas, minerals, or products of mining or quarrying or for inserting media to repressure an oil or natural gas bearing formation or for storing petroleum, natural gas, or other products or for observation or any other purpose in connection with the development or operation of a gas storage project.

“WELL” means a bored, drilled or driven shaft, or dug hole, the depth of which is greater than the largest surface dimension.

SECTION 4: NEW CONSTRUCTION

Water well and well permit plans shall be approved for new construction prior to the issuance of the building permit.

SECTION 5: POTABLE WATER SUPPLY REQUIRED

A. All premises intended for human habitation shall be provided with a potable water supply. Each potable water supply shall provide quantities of water that are sufficient for the dwelling or structure served.

1. Surface water supplies

Water systems which receive their source of water from ponds, lakes, streams, rivers, or other surface collectors of water shall be designed, constructed, and operated in accordance with the Surface Source Water Treatment Code (77 Ill. Adm. Code 930). No surface water shall be utilized as a potable water supply unless the Health Department has reviewed and approved the supply and its components.

2. Cisterns

Cisterns shall not be used as a potable water supply except where adequate groundwater resources are not available. Cistern water shall receive treatment in accordance with the Surface Source Water Treatment Code (77 Ill. Adm. Code 930). No surface water shall be utilized as a potable water supply unless the Health Department has reviewed and approved the supply and its components.

- B. The potable water supply shall not be connected to non-potable water and shall be protected against backflow and backsiphonage in accordance with the requirements of the Illinois Plumbing Code (77 Ill. Adm. Code 890).

SECTION 6: POWERS AND DUTIES OF THE HEALTH DEPARTMENT

- A. The Health Department shall be responsible for regulating the design, construction, operation, maintenance and service of private water wells, semi-private water wells, non-community water supplies, closed loop wells or dewatering wells.
- B. The Health Department shall be empowered to issue permits authorizing the installation and modification of private water wells, semi-private water wells, non-community water supplies, closed loop wells or dewatering wells within their jurisdiction.
- C. The Health Department shall be empowered to withhold issuance of a permit for a private water well, semi-private water well, non-community water supply, closed loop wells or dewatering well if the permit application is incomplete, the permit application and resulting well fail to conform to this ordinance or state law, or if site conditions are inconsistent with those provided within the submitted permit application.
- D. The Health Department shall make all necessary sanitary and health investigations and inspections to ensure compliance with the appropriate administrative codes, statutes and ordinances as is necessary to protect and improve the public health.
- E. The Health Department shall either institute, or cause to be instituted, legal proceedings in the Circuit Court of Kendall County in cooperation with the Kendall County State's Attorney's Office where a violation of this ordinance occurs or a condition presents a substantial hazard to public health.

SECTION 7: RIGHT OF ENTRY AND INSPECTION

- A. Pursuant to 55 ILCS 5/5-25013(A)(8), and the above cited administrative codes, the Health Department shall conduct inspections, investigations and site evaluations of properties, public and private, to determine compliance with the provisions of this ordinance. The Health Department shall perform all inspections, investigations and site evaluations at a reasonable time.
- B. It shall be the duty of all property owners or occupants to allow the Health Department personnel free access to the subject property at reasonable times to conduct inspections, investigations and site evaluations. Persons who deny Health Department personnel the ability to discharge the above described duties shall be in violation of this ordinance. In the event that Health Department personnel are refused permission to inspect any property at a reasonable time; he or she shall have the authority to seek an injunction and/or administrative investigative warrant from the Kendall County Circuit Court, as well as any other relief the Court may deem appropriate.

SECTION 8: PERMIT REQUIREMENTS

- A. An application for a permit to install or modify a private water well, semi-private water well, non-community water supply, closed loop well or dewatering well shall be submitted, in writing, on forms provided by the Kendall County Health Department.
- B. The applicable permit fee and any related inspection fee shall be paid at the time of permit application.
- C. If the Health Department finds that a permit application meets the requirements of the Illinois Department of Public Health Water Well Construction Code (77 Ill. Adm. Code 920) and all requirements of this Ordinance, a permit shall be issued to the applicant.
- D. Three copies of the water well plan or closed loop plan shall accompany the permit application.
- E. The following specification shall be included on, or with, a water well or closed loop well permit application:
 - 1. A drawing indicating lot size, direction of slope, location of property lines, and distances from proposed well construction to septic tanks, abandoned wells, property lines, seepage fields, sewers, and all other sources of contamination, and an indication of the type of contamination source;
 - 2. Water well drillers license number and name;
 - 3. Estimated daily pumping capacity if greater than 100,000 gallons per day;
 - 4. The location of the water well, including county, city, street address, or lot number, township, range, directions to the site and section;
 - 5. Name and address of the owner of the well;
 - 6. Type of well to be constructed (bored, dug, driven or drilled);
 - 7. An estimate of the depth of the well;
 - 8. Type of well (i.e., non-potable use well, such as an irrigation, livestock or industrial water well, private water well, semi-private water well or non-community public water well);
 - 9. Proposed aquifer.
- F. No water well or closed loop well shall be installed, modified or sealed until a permit has been issued by the Health Department. Failure to obtain a permit prior to beginning any such water well or closed loop well work shall constitute a violation of this ordinance.

SECTION 9: REVOCATION OR SUSPENSION OF PERMIT

- A. The Health Department shall have the authority to revoke or suspend water well or closed loop well permits when information serving as the basis for approval is found to be false or erroneous, or when provisions of this ordinance, applicable state statute or administrative code are violated.
- B. The reason for the suspension or revocation of a permit shall be posted in writing at the site, or mailed to the applicant at the address provided on the permit application, by certified mail, return receipt requested.

SECTION 10: PERMIT VALIDITY

A Health Department issued permit for the installation or modification of a private water well, semi-private water well, non-community water supply well, closed loop well or dewatering well is valid for a period of 12 months from the date of permit issuance. If construction has not started within that 12-month period, the permit is void. Written request for extension may be submitted prior to remaining 30 days of 12 month period.

SECTION 11: FEES

See Attachment A

PRIVATE WATER SUPPLY FEES	
Water well construction permit	\$100
Water well inspection	\$150
Water well sealing permit	\$100
Water well capping permit	\$100
Closed loop well system permit – up to first 10 boreholes	\$100
Closed loop well system permit - after 10 boreholes	\$10 (each additional)
Closed loop well system inspection	\$100
Water well sample collection/analysis	\$70
Change of contractor	\$25
Public water supply feasibility letter	\$25
Variance request review	\$50
Non-community water supply bi-annual sanitary survey	\$50
Water well final construction re-inspection	\$50
Site evaluation	\$50
Non-compliance fee (work performed without a permit)	Permit fee x 2
Property transaction inspection fee - well & septic site evaluation and report	\$200
<ul style="list-style-type: none"> ● Fee exemptions will be granted to those organizations that are classified as official units of Kendall County Government. ● An applicant that can prove 501(c)(3) status will be granted a fee reduction of 50 percent of the regular fee as listed on this schedule. 	

SECTION 12: EXCEPTIONS

A permit for installation or modification of a water well shall not be required by the Health Department when the water well does, or will, serve a community public water system or function as a monitoring well.

SECTION 13: WATER WELL or WELL INSTALLATION

All wells shall be constructed by contractors meeting any and all applicable licensing and or certification requirements within the State of Illinois.

A. Installer responsibilities

1. No water well or closed loop well shall be installed or modified except in accordance with the provisions of this Ordinance.
2. It is the responsibility of the licensed water well contractor or licensed closed loop well contractor to install the water well or closed loop wells per the approved design. Failure to install a water well or closed loop well per the approved permit application is a violation of this ordinance which may result in a suspension or revocation of permit, delay of system approval and/or occupancy.
3. It is the responsibility of the licensed water well contractor or licensed closed loop contractor to notify the Health Department of any intended change(s) to the approved permit application. Notification of these intended changes shall be provided, in writing, to the Health Department prior to changes being implemented. Failure to provide the department with written notice of changes is a violation of this ordinance which may result in a suspension or revocation of permit, delay of system approval and/or occupancy.
4. The installation contractor shall be present during the system inspection. If the licensed or certified contractor is not present, his or her representative shall be present during the system inspection.

B. Notification

The property owner or licensed contractor shall provide a minimum 24 hours advance notification to the Health Department before beginning installation, modification or sealing of a water well or closed loop well for which a permit has been issued.

C. Site access

1. In order to determine compliance with this ordinance, site access for system inspection shall be deemed essential for, but not limited to, the following:
 - i. On-Site system layout review or site evaluations.
 - ii. At any stage of well construction, modification or sealing.
 - iii. Final inspection, following completion of the system installation.
 - iv. As may otherwise be necessary in compliance with Section 7 of this Ordinance.

SECTION 14: EMERGENCY REPAIRS/MODIFICATION

In the case of emergency repairs or modifications which require a permit, the emergency repair or modification shall be performed only after written notice has been provided to the Health Department outlining the necessary repair or modification. This section only applies to those emergency repairs and modifications which, if not promptly addressed, may present an immediate public health threat.

SECTION 15: ABANDONED WELLS

Wells that are abandoned shall be sealed in a manner prescribed by the Illinois Water Well Construction Code (*See* 77 Ill. Adm. Code 920.120). The Health Department may inspect abandoned wells to determine compliance with the code.

SECTION 16: BUILDING & ZONING RECOMMENDATION

It is recommended that the property owner, water well contractor or closed loop contractor contact the subdivision developer and Kendall County Planning Building & Zoning Department to review the previously accepted engineering plans for the subdivision to determine locations of required setbacks, drainage requirements, easements, floodplains, surface drain system, detention/retention ponds and other features. Nothing contained herein shall absolve the applicant from the necessity of following all applicable plats, PUD's, covenants, etc. that are in effect regarding applicant's property.

SECTION 17: CLOSED LOOP WELLS

- A. All closed loop wells shall be constructed by contractors meeting applicable licensing and or certification requirements within the State of Illinois.
- B. Application for permit of a closed loop well shall be made, in writing, and submitted on forms provided by the Kendall County Health Department. The closed loop well contractor and property owner shall sign the permit application.
- C. Applications for permit shall be accompanied by payment that is in accordance with the Health Department fee schedule.
- D. The application for permit shall also be accompanied with a plan listing the type of facility to be served (e.g., single family residence, apartment building, business, factory, school), the number and depth of the closed loop boreholes and showing the location of the closed loop well system, geographic location of the site using global positioning equipment and a description including county, city, street address, subdivision lot number, township, range, section and directions to the site. The plan shall also show all existing dwellings, seepage fields, sewers accessory structures, wells, septic system components, bodies of water or other property information requested by the Health Department to aid in the permitting of the closed loop well system. Changes in location of the closed loop well system shall be approved by the Health Department prior to installation.

- E. All closed loop-well setback distances described in the latest edition of the Illinois Water Well Construction Code (77 Ill. Adm. Code 920) shall be maintained.

Construction reports for each closed loop well shall be provided to the Health Department within 30 days of completion of drilling.

SECTION 18: VARIATIONS

The Health Department shall be empowered to grant variations to the requirements of these regulations in situations when the strict application of such requirements would create a unique hardship or unfair burden upon those affected. A variation shall be authorized only when it can be reasonably demonstrated that a public health hazard will not result. Variation requests shall be submitted in writing, on forms provided by the Kendall County Health Department. The Health Department shall notify the applicant in writing of its decision to either grant or deny the variation. The approved variation documents shall be recorded on the property deed and filed with the Kendall County Recorder of Deeds.

SECTION 19: DISINFECTION AND ANALYSIS

- A. All components of a newly constructed or modified water well used for drinking, culinary and sanitary purposes shall be thoroughly disinfected with a strong chlorine solution which will yield a dosage of at least 100 part per million to the water in the well and piping system.
- B. Water samples shall be collected by the water well contractor or property owner within 30 days of water well completion. A certified laboratory shall analyze all samples for newly constructed water wells. A copy of the analysis shall be filed with the Health Department.

SECTION 20: VIOLATIONS

- A. Whenever the Health Department determines that there is a violation of any provisions of this ordinance or applicable State code, the Health Department shall give notice of such alleged violation to the property owner, who shall then remedy the violation within the time allotted.
- B. The notice of violation shall:
 - 1. Be in writing.
 - 2. Include a statement of the reasons for the issuance of the notice.
 - 3. Contain details of the remedial action to be taken.
 - 4. Allow reasonable time to take remedial action and to otherwise comply with this ordinance.
 - 5. Be served upon the property owner, or resident, via personal delivery or sent via registered or certified mail.
- C. In addition to the revocation or suspension of any permit issued, if such violation continues, the matter will be referred to the Kendall County State's Attorney's Office to prosecute violations of the ordinance and to initiate any necessary action in the Circuit Court, in order to abate such violating condition as enumerated in this Ordinance or the associated State law, including, but not limited to seeking injunctive relief.

SECTION 21: HEARINGS AND APPEALS

Any person may appeal a permitting decision to the Health Department by written request that shall be filed with the Department within ten (10) business days after receipt of the subject notice to revoke, suspend or deny the permit at issue.

A hearing for such appeal shall be scheduled to take place as soon as reasonably possible, but no later than fifteen (15) business days from the date of filing such request, unless a later date is agreed upon. The Health Officer conducting the hearing shall give notice by phone and regular mail of the date, time and location of such hearing. Written notice of the hearing to a party may be waived by that party.

FOOD PROTECTION ORDINANCE KENDALL COUNTY, ILLINOIS

SECTION 1: SCOPE

This Ordinance is enacted to establish and provide for the minimum standards to protect the health of the public through the permitting and regulation of food service establishments within Kendall County.

The statutes of the State of Illinois grant to the Kendall County Board the power to enact such ordinances that protect the health of the citizens of Kendall County.

Therefore, be it ordained by the County Board of Kendall County, Illinois, that the following rules and regulations are hereby made and adopted.

SECTION 2: ADOPTION BY REFERENCE

The rules and regulations set forth in the Illinois Food Service Sanitation Code (77 Ill. Adm. Code 750), Sanitary Food Preparation Act (410 ILCS 650) and Food Handling Regulation Enforcement Act (410 ILCS 625) as now enacted or hereafter amended are adopted by reference and fully incorporated herein.

SECTION 3: DEFINITIONS

"APPLICANT" means the business or property owner or his/her authorized agent.

"COMMISSARY" means a food service establishment, restaurant, or any other permitted/licensed place in which food, containers, or supplies are kept, handled, prepared, packaged, cleaned, or stored.

"DIRECTOR" means the Director of Environmental Health Services.

"EMBARGO" to detain or place a hold on food or equipment.

"ESTABLISHMENT RATING" inspection score or grade as outlined by the Illinois Food Service Sanitation Code.

"FOOD SERVICE ESTABLISHMENT" means a food service establishment, food establishment, or a restaurant location as defined in the Illinois Food Service Sanitation Code; including but not limited to an operation conducted in mobile, stationary, temporary, or permanent facility or location.

"HEALTH DEPARTMENT" means the Kendall County Health Department and its authorized representatives.

"MOBILE FOOD SERVICE ESTABLISHMENT" means a vehicle, trailer, or cart mounted food service establishment designed to be readily movable. Regulations found in Food Service Sanitation State Code.

"PERMIT HOLDER" means any business or property owner or his/her agent holding a permit issued by the Health Department.

"PERSON" includes any individual, organization, partnership, corporation, association, or legal entity.

"POT LUCK EVENT" is defined pursuant to 410 ILCS 625/3.1 as an event that meets all of the following conditions:

1. People are gathered to share food at the event;
2. There is no compensation provided to people for bringing food to the event;
3. There is no charge for any food or beverage provided at the event;
4. The event is not conducted for commercial purposes, and;

5. It is generally understood by the participants at the event that neither the food nor the facilities have been inspected by the State or a local certified public health department.

“REVOCATION” means the nullification of a permit, or approval.

“SEASONAL FOOD SERVICE ESTABLISHMENT” means any food service establishment which routinely operates at an approved, fixed location and for a temporary period of time not exceeding eight (8) consecutive months within a permit year, excluding temporary food service establishments.

“SHALL” means that the stated provision is mandatory.

“SHOULD” means the stated provision is recommendation, but not required.

“SUSPENSION” means a temporary hold on a permit.

“TEMPORARY FOOD SERVICE ESTABLISHMENT” means a food service establishment that operates at a fixed location for a period of time of not more than 14 consecutive days of a single event or celebration.

SECTION 4: FOOD HANDLING PERMITS

A. PERMITS IN GENERAL

Any person seeking to operate a food establishment within Kendall County’s jurisdiction shall possess a valid permit issued by the Kendall County Health Department. Only a person, who meets and complies with the requirements of this Ordinance, referenced state law and codes, and any applicable variance, shall be entitled to receive or retain such a permit. It shall be unlawful for any person to operate a food establishment outside of defined parameters as set forth in this ordinance and related state code.

The food handling permit is not transferable to another person, nor is it useable by the same permit holder at another location or outside of the originally permitted establishment.

A valid food handling permit shall be posted for public display at every food service establishment.

Annual food handling permits shall be issued for a period of one (1) year, April 1 – March 31, unless subject to suspension or revocation.

Approval granted to operated contingent on other relevant required local approvals

B. PERMIT APPLICATION

Any person desiring to operate a food service establishment shall make a written application for a food handling permit on forms provided by the Health Department. Applications shall include, but not be limited to, the following:

- a. Applicant’s full name, post office address and telephone number,
- b. Whether said applicant is an individual, firm, corporation, partnership, or other legal entity,
- c. The name, location, and type of proposed establishment
- d. Proof of access to commissary, if applicable,
- e. The signature of applicant.

Upon receipt of such application, the Health Department shall make an inspection of the food service establishment to determine compliance with the provisions of this Ordinance. If the inspection reveals that the applicable requirements have been met, a permit shall be issued by the Health Department.

C. PERMIT RENEWAL

A renewal application must be completed prior to the expiration date of the annual food handling permit. Whenever an inspection, or the record, reveal(s) a serious or repeated violation of this Ordinance, the annual food handling permit may not be renewed and the Health Department shall notify the applicant in writing that the annual food handling permit will not be renewed and that an opportunity for a hearing at a reasonable time and place will be provided if a written request for such hearing is filed within five (5) business days from receipt of the notice with the Health Department by the renewal applicant. Such hearings, and the notice for them, shall be as directed in Section 6(D).

D. CONDITIONAL FOOD HANDLING PERMIT:

When conditions exist that prevent an annual food handling permit from being issued, a conditional food handling permit may be issued. A conditional food handling permit shall be issued for a period of no more than ninety (90) days. The issuance of an annual food handling permit shall be contingent upon completion of items requiring correction during the conditional food handling permit period.

No more than two (2) consecutive conditional food handling permits may be issued.

E. TEMPORARY FOOD SERVICE ESTABLISHMENT PERMITS

Food establishments including food stands that operate at a fixed location for a period of time not to exceed fourteen (14) consecutive days must obtain a Temporary Food Permit from the Health Authority prior to commencing with food operations.

Applications shall include, but not be limited to, the following:

- a. Applicant's full name, post office address and telephone number,
- b. The name and dates of the event,
- c. The location of the temporary establishment,
- d. The menu to be served,
- e. Proof of access to commissary, if applicable, and
- f. The signature of the applicant.

Temporary food handling permit applications submitted less than 48 hours (2 days) in advance of the start of the event shall be assessed a late fee, as designated in the fee schedule, in addition to the permit fee.

No more than two (2) consecutive temporary food handling permits shall be issued.

F. POT LUCK EVENTS

Notwithstanding any other provision of law, the Kendall County Health Department shall not regulate the serving of food that is brought to a potluck event sponsored by a group of individuals or a religious, charitable, or nonprofit organization by individuals attending the potluck event for consumption at the potluck event.

Individuals who are not members of a group or organization sponsoring a potluck event may attend the potluck event and consume the food at the event.

Pursuant to the Food Handling Regulation Enforcement Act (410 ILCS 625/3.1), no fee may be charged for admission to a potluck event that is exempt from regulation under this Section, nor may food be sold at a potluck event that is exempt from regulation under said Act. A business establishment dealing in the sale of food items may not sponsor a potluck event. Potluck event food may not be brought into the kitchen of a business establishment dealing in the sale of food items.

SECTION 5: INSPECTIONS

The Health Authority shall inspect each food service establishments, food stores and seasonal operations within Kendall County as is described in this Ordinance and the applicable state code.

A. ACCESS TO ESTABLISHMENTS

The Health Department, after proper identification, shall be permitted to enter, at any reasonable time, any food service establishment within Kendall County, Illinois, for the purpose of conducting inspections or investigations to determine compliance with this Ordinance. Refusal to permit access after proper identification may be cause for immediate suspension or revocation of the permit.

The Health Department shall be permitted to examine the records of any food service establishment to obtain information pertinent to food safety; including but not limited to, food and supplies purchased, food received or sold, services acquired, and persons employed.

B. INSPECTION FREQUENCY

The frequency of routine inspections of permitted food service establishments by the Health Department shall be as outlined in attachment A below, or as required by Illinois Department of Public Health Local Protection Grant Rules if they are more restrictive (See 77 Ill. Adm. Code 615.310):

TITLE 77: PUBLIC HEALTH

CHAPTER I: DEPARTMENT OF PUBLIC HEALTH

SUBCHAPTER h: LOCAL HEALTH DEPARTMENTS

PART 615 LOCAL HEALTH PROTECTION GRANT CODE

SECTION 615.310 FOOD PROTECTION

- 4) The local health department shall inspect facilities at least as often as prescribed by the following schedule.
 - A) Category I facilities shall receive three inspections per year, or two inspections per year if one of the following conditions is met:
 - i) A certified food service manager is present at all times that the facility is in operation; or
 - ii) Employees involved in food operations receive a Hazard Analysis Critical Control Point (HACCP) training exercise or in-service training in another food service sanitation area, or attend an educational conference on food safety or sanitation.
 - B) Category II facilities shall receive one inspection per year.
 - C) Category III facilities shall receive one inspection every two years.

The Health Department shall make as many additional inspections as necessary for the enforcement of this Ordinance.

C. INSPECTION RECORDS

Upon inspection of a food service establishment by the Health Department, the inspection findings shall be recorded on an inspection report provided for this purpose and a copy shall be provided to the permit holder.

D. INSPECTION REPORTS

When the Health Department makes an inspection of a food service establishment and discovers that any of the requirements of this Ordinance have been violated, it shall notify the permit holder in writing. Written notification shall include:

- a. The specific violation(s) found;
- b. A reasonable time frame for correction of said violation(s);
- c. A statement that failure to comply with any time limits for correction may result in immediate suspension and/or revocation of the subject permit and/or further legal action, and;
- d. When applicable, the establishment rating.

SECTION 6: ADMINISTRATIVE

A. SUSPENSION OF PERMITS

Permits may be suspended by the Health Department for failure of the permit holder to comply with the requirements of this Ordinance. Whenever a permit holder has failed to comply with a notice issued under provisions of this Ordinance, requiring mitigation of conditions capable of compromising the health and safety of the public, the permit holder shall pursuant to Section E below be notified in writing that the food handling permit is immediately suspended. An opportunity for a hearing will be provided if a written request for such a hearing is filed, within five (5) calendar days from receipt of the notice at the Health Department by the permit holder.

If the Health Department finds unsanitary or other conditions in the operations of a food service establishment that constitute a substantial health risk to the public, or in the event that there is reasonable cause to suspect the possibility of disease transmission from any food service establishment or any employee, the Health Department may issue a notice of suspension of the food handling permit requiring the permit holder to immediately suspend all food service operations. At that time the permit shall be removed from the establishment by the Health Department. An opportunity for a hearing will be provided if a written request for such a hearing is filed, within five (5) calendar days from suspension, at the Health Department by the permit holder.

B. REINSTATEMENT OF PERMIT

A permit holder whose permit has been suspended may make a written request for a re-inspection of the food service establishment for the purpose of reinstatement of the food handling permit. If the permit holder is determined to be in substantial compliance with the requirements of this Ordinance, and any applicable agreements from administrative actions, the food handling permit may be reinstated.

C. REVOCATION OF PERMITS

For serious or repeated violations of any of the requirements of this Ordinance, for failure to correct permit suspension violations, or for the interference with the Health Department in the performance of its duties, the Health Department may revoke any food handling permit.

Prior to such action, the Health Department shall notify the permit holder in writing of the reasons for which the food handling permit is subject to revocation and advising the permit holder that the food handling permit shall be revoked after five (5) calendar days following service of the notice unless a written request for a hearing is filed with the Health Department by the permit holder within five (5) calendar days of receiving such notice. A food handling permit may be suspended for cause-pending revocation. Following revocation, the Health Department shall obtain the permit from the establishment.

D. HEARINGS

Any person may appeal a permitting decision to the Health Department by written request that shall be filed with the Department within ten (10) business days after receipt of the subject notice to revoke, suspend or deny the permit at issue.

A hearing for such appeal shall be scheduled to take place as soon as reasonably possible, but no later than fifteen (15) business days from the date of filing such request, unless a later date is agreed upon. The Health Officer conducting the hearing shall give notice by phone and regular mail of the date, time and location of such hearing. Written notice of the hearing to a party may be waived by that party.

The hearing shall be conducted by a Health Officer at the place and time designated by him/her. All hearings shall be conducted so as to provide the parties adequate time to prepare, the right to present evidence in support of their position, the right to cross-examine, and the right to legal counsel at their own expense. The formal rules of evidence shall not apply. The Health Officer may ask questions of any witness to assist in reaching a decision. The Health Officer shall make a record of the proceedings. Should a party desire a verbatim transcript of such hearings, they may obtain a court reporter at their own expense.

Based upon the record of such hearing, the Health Department shall make a finding and a written decision shall be prepared. Such decision shall be considered final and shall be provided to the permit holder by the Health Department within fifteen (15) days and a record of the same shall be maintained.

E. SERVICE OF NOTICES

Notices shall be considered properly served when a copy of the inspection report or other notice has been delivered to the permit holder or applicant, or mailed to the permit holder or applicant at the address provided on the permit application, by certified mail, return receipt requested. A copy of the Notice shall be kept on file by the Health Department.

SECTION 7: PLAN REVIEW FOR NEW OR REMODELED FACILITIES

When a food service establishment is to be constructed or remodeled, and when an existing structure is converted for such use, properly prepared plans and specifications shall be submitted to the Health Department for review and approval prior to the commencement of construction or remodeling. The plans and specifications shall be approved by the Health Department, in writing, only if they meet the requirements of this Ordinance.

The plans and specifications to be submitted shall include, but not be limited to, the following:

- A. A copy of the proposed menu;
- B. A completed Plan Review application;
- C. The proposed layout/arrangement of the of equipment;
- D. Mechanical and plumbing schematics;
- E. Proposed equipment types and models, and;
- F. Proposed construction materials and finish schedules.

SECTION 8: FEES

7/1/2018

FOOD SERVICE SANITATION FEES

Food Service Establishment/Retail Food Store Annual Permit:	
Risk Type 1 (Low)	\$190
Risk Type 2 (Medium)	\$350
Risk Type 3 (High)	\$500
Retail Grocery w/ Food Prep (per check-out lane, in addition to risk based permit fee)	\$20
New food establishment permit fees for applications received after October 1 st but prior to April 1 st will be prorated.	
Mobile Food Vendor Permit:	
Risk Type 1	\$175
Risk Type 2	\$225
Risk Type 3	\$275
Temporary /Special Event Charitable:	
Risk Type 1 and Charitable Organization	\$30
Risk Type 2	\$50
Risk Type 3	\$70
Temporary event permit late fees	\$10
Construction Plan Reviews:	
Risk Type 1	
Up to 1500 Sq.Ft.	\$300
1501-3000 Sq.Ft.	\$350
3001-5000 Sq.Ft.	\$450
Over 5001 Sq.Ft.	\$550
Risk Type 2	
Up to 1500 Sq.Ft.	\$400
1501-3000 Sq.Ft.	\$450
3001-5000 Sq.Ft.	\$550
Over 5001 Sq.Ft.	\$650
Risk Type 3	
Up to 1500 Sq.Ft.	\$450
1501-3000 Sq.Ft.	\$500
3001-5000 Sq.Ft.	\$550
Over 5001 Sq.Ft.	\$650
Conditional permit	Permit Fee x 50%
Re-inspection /non-compliance fee	\$100
Late payment fee	25% of fee
Outdoor grilling plan review	\$100
Pre-operational re-inspection	\$50
Application to perform reduced oxygen packaging	\$125
Change of ownership inspection	\$100
Cottage food operation one time registration	\$15
Permit reinstatement fee	\$75
<ul style="list-style-type: none"> •Fee exemptions will be granted to those organizations that are classified as official units of Kendall County Government. •An applicant that can prove 501(c)(3) status will be granted a fee reduction of 50 percent of the regular fee as listed on this schedule. •Issuance of a food service establishment, retail food store or mobile food vendor permit is contingent upon Health Department receipt of payment for any and all past due fees owed by said businesses to the Health Department. 	

SECTION 9: EXAMINATION AND CONDEMNATION

Food may be examined, sampled, or collected by the Health Department as often as necessary to determine freedom from adulteration, misbranding, or bacteriological contamination for the enforcement of this Ordinance.

The Health Department may, upon written notice to the permit holder, specifying the particular reasons, place an embargo on any food which it believes creates a potential health hazard. The Health Department shall tag, label, or otherwise identify any food subject to the embargo. No food subject to an embargo shall be used, served, altered, or moved from the food service establishment until written permission is obtained from the Health Department. The Health Department shall permit storage of the food under conditions specified in the embargo, unless storage is not possible without risk to the health of the public; in which case, immediate destruction shall be ordered and observed by the Health Department.

The permit holder may make a written request for a hearing to seek the lifting of an embargo or order for destruction of materials in accordance with Section 6(D). Such request must be submitted to the Health Department within five (5) business days after receipt of the subject notice.

Where equipment used in the preparation of food is found to be in a state of disrepair, unsafe, unsanitary, or unsuitable for use, such equipment shall be taken out of service and an embargo may be placed on said equipment by the Health Department. Such equipment that has been embargoed shall not be returned to service, altered, disposed of, or destroyed until written permission is obtained from the Health Department, or otherwise by order of a Court of competent jurisdiction.

SECTION 10: IMMINENT HEALTH HAZARD

A permit holder shall immediately discontinue operations and must notify the Health Department if an imminent health hazard may exist because of an emergency including, but not limited to, fire, flood, extended interruption of electrical or water service, sewage backup, misuse of poisonous or toxic materials, onset of an apparent food borne or waterborne illness outbreak, gross unsanitary occurrence or condition, or other circumstances that may endanger public health. The Health Department upon receiving this notice shall take actions necessary to protect the health of the public.

SECTION 11: FOOD PREPARED OUTSIDE OF KENDALL COUNTY

Food prepared for human consumption outside of Kendall County and transported into Kendall County shall conform to the standards and provisions of this Ordinance. To determine the extent of compliance with such provisions, the Health Department may accept reports from the regulating agency where such originating establishments are located.

SECTION 12: VARIATIONS:

The Health Department may grant a variation by modifying or waiving specific requirements of this Ordinance if, in the opinion of the Health Department, a public health hazard or nuisance will not result from the issuance of the variation. If a variation is granted, the Health Department shall retain all pertinent information in its records.

Variation requests must be submitted in writing by the permit holder and shall include the following:

- A. An explanation of how the potential public health hazards shall be addressed,
- B. The relevant code sections that apply,
- C. A Hazard Analysis Critical Control Point plan, if required.

A variation shall not be granted for more than one specific dimension per application. A copy of an approved variation must be kept on-site at the food service establishment. The permit holder must comply with the plans and procedures that are approved by the Health Department. Failure to comply with the conditions of the variation as approved shall result in the revocation of variation approval.

All approvals, denials, and revocations shall be provided by the Health Department, in writing, to the permit holder.

SECTION 13: DIRECT SALES OF BAKED GOODS FROM HOME KITCHEN OPERATIONS

Pursuant to authority granted by 410 ILCS 625/3.6(c) of the Food Handling Regulation Enforcement Act as amended by Public Act 99-0191, which went into effect on January 1, 2016, the Kendall County Board allows for the direct sale of baked goods from home kitchen operations as set forth below.

A. Definitions:

1. "BAKED GOODS" as defined pursuant to 410 ILCS 625/4(b)(1)(C) are those such as, but not limited to, breads, cookies, cakes, pies, and pastries are allowed. Only high-acid fruit pies that use the following fruits are allowed: apple, apricot, grape, peach, plum, quince, orange, nectarine, tangerine, blackberry, raspberry, blueberry, boysenberry, cherry, cranberry, strawberry, red currants or a combination of these fruits. Fruit pies not listed may be produced by a cottage food operation provided their recipe has been tested and documented by a commercial laboratory, at the expense of the cottage food operation, as being not potentially hazardous, containing a pH equilibrium of less than 4.6 or has been specified and adopted as allowed in administrative rules by the Department of Public Health pursuant to 410 ILCS 625/4(e).
2. "HOME KITCHEN OPERATION" is defined pursuant to 410 ILCS 625/3.6(a) as a person who produces or packages non-potentially hazardous baked goods in a kitchen of that person's primary domestic residence for direct sale by the owner or a family member.

A home kitchen operation does not include a person who produces or packages non-potentially hazardous baked goods for sale by a religious, charitable, or nonprofit organization for fundraising purposes; the production or packaging of non-potentially hazardous baked goods for these purposes is exempt from the requirements of this Act.

3. "POTENTIALLY HAZARDOUS FOOD" is defined pursuant to 410 ILCS 625/4(a) and 410 ILCS 625/4(b)(1)(C) as food that is potentially hazardous according to the Department of Public Health administrative rules, generally meaning food that requires time and temperature control for safety to limit pathogenic microorganism growth or toxin formation. The following are potentially hazardous and prohibited from production and direct sale by a home kitchen operation: pumpkin pie, sweet potato pie, cheesecake, custard pie, crème pie, and pastries with potentially hazardous filling or toppings.

B. HOME KITCHEN DIRECT SALES CONDITIONS:

The direct sale of baked goods from home kitchen operations is allowed in the County of Kendall pursuant to 410 ILCS 625/3.6 and is subject to the following conditions:

1. Monthly gross sales do not exceed one thousand dollars (\$1,000).
2. The food is a non-potentially hazardous baked good, as described in 410 ILCS 625/4.
3. A notice is provided to the purchaser that the product was produced in a home kitchen.
4. The food package is affixed with a label or other written notice is provided to the purchaser that includes:
 - (i) the common or usual name of the food product; and
 - (ii) allergen labeling as specified in federal labeling requirements by the United States Food and Drug Administration.
5. The food is sold directly to the consumer.
6. The food is stored in the residence where it is produced or packaged.

C. HOME KITCHEN INSPECTIONS:

Home kitchen operations may be inspected by the Department of Public Health or the Kendall County Health Department in the event of a complaint or disease outbreak. (*Kendall County Ordinance No. 16-06*)

SECTION 14: PARTIAL INVALIDITY

If any section, subsection, paragraph, sentence, clause, or phrase of this article shall be declared invalid for any reason whatsoever, such invalidation shall not affect the remaining portions of this article which shall remain in full force and effect.

SECTION 15: PENALTIES OTHER THAN SUSPENSION AND REVOCATION:

Any person, firm or corporation who violates, disobeys, omits, neglects, or refuses to comply with, or refuses to remedy a violation of the provisions of this Ordinance shall be guilty of a Class B misdemeanor and be fined \$500.00 for each offense pursuant to 55 ILCS 5/5-20003. Each day upon which such violation continues shall constitute a separate offense.

In addition, the Health Department may refer the matter to the Kendall County State’s Attorney’s Office to initiate any necessary action to obtain injunctive relief in the Circuit Court, in order to abate any such violating condition as enumerated in this Ordinance or the associated State law.

SECTION 16: ENFORCEMENT:

Enforcement of this ordinance shall be performed by the Kendall County Health Department. The Kendall County State’s Attorney’s Office shall be authorized to bring any necessary actions and prosecute any violations of this ordinance in the Circuit Court.

SECTION 17: REPEAL AND DATE OF EFFECT

This ordinance shall be in effect upon its adoption by the Kendall County Board and, at that time, all ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

BE IT FURTHER RESOLVED that the Kendall County Food Protection Ordinance shall be available in print at the Kendall County Health Department.

APPROVED BY THE KENDALL COUNTY BOARD THIS DAY _____ 20 _____

Chair, Kendall County Board

Ayes _____

Nays _____

Attest _____
Kendall County Clerk

ATTACHMENT A

TITLE 77: PUBLIC HEALTH
CHAPTER I: DEPARTMENT OF PUBLIC HEALTH
SUBCHAPTER h: LOCAL HEALTH DEPARTMENTS
PART 615 LOCAL HEALTH PROTECTION GRANT CODE
SECTION 615.310 FOOD PROTECTION

- 4) The local health department shall inspect facilities at least as often as prescribed by the following schedule.
- A) Category I facilities shall receive three inspections per year, or two inspections per year if one of the following conditions is met:
 - i) A certified food service manager is present at all times that the facility is in operation; or
 - ii) Employees involved in food operations receive a Hazard Analysis Critical Control Point (HACCP) training exercise or in-service training in another food service sanitation area, or attend an educational conference on food safety or sanitation.
 - B) Category II facilities shall receive one inspection per year.
 - C) Category III facilities shall receive one inspection every two years.

The hearing shall be conducted by a Health Officer at the place and time designated by him/her. All hearings shall be conducted so as to provide the parties adequate time to prepare, the right to present evidence in support of their position, the right to cross-examine, and the right to legal counsel at their own expense. The formal rules of evidence shall not apply. The Health Officer may ask questions of any witness to assist in reaching a decision. The Health Officer shall make a record of the proceedings. Should a party desire a verbatim transcript of such hearings, they may obtain a court reporter at their own expense.

Based upon the record of such hearing, the Health Department shall make a finding and a written decision shall be prepared. Such decision shall be considered final and shall be provided to the permit holder by the Health Department within fifteen (15) days and a record of the same shall be maintained.

SECTION 22: PARTIAL INVALIDITY

If any section, subsection, paragraph, sentence, clause, or phrase of this article shall be declared invalid for any reason whatsoever, such invalidation shall not affect the remaining portions of this article which shall remain in full force and effect.

SECTION 23: PENALTY

Any person, firm or corporation who violates, disobeys, omits, neglects, or refuses to comply with, or refuses to remedy a violation of the provisions of this Ordinance shall be guilty of a business offense and be fined not less than \$100.00 and no more than \$1,000 ~~not less than \$100 and no more than \$500~~ for each offense. Each day upon which such violation continues shall constitute a separate offense. Further penalties shall be assessed as outlined in the latest edition of the Illinois Department of Public Health Water Well Construction Code (77 Ill. Adm. Code 920), Water well Pump Installation Code (77 Ill. Adm. Code 925), Public Area Sanitary Practice Code (77 Ill. Adm. Code 895), Drinking Water Systems Code (77 Ill. Adm. Code 900) or Surface Source Water Treatment Code (77 Ill. Adm. Code 930).

SECTION 24: MAINTENANCE OF RECORDS

The Health Department shall maintain a record of construction applications and permits, notices of subsequent lowerings, records of hearings and the information contained in those documents, which shall be available for public inspection.

SECTION 25: ENFORCEMENT:

Enforcement of this ordinance shall be performed by the Kendall County Health Department. The Kendall County State's Attorney's Office shall be authorized to bring any necessary actions and prosecute any violations of this ordinance in the Circuit Court.

SECTION 26: EFFECTIVE DATE

This ordinance and the regulations contained therein shall be in full force and effect on and after the date signed below.

APPROVED BY THE KENDALL COUNTY BOARD THIS DAY _____ 20 _____

Chair, Kendall County Board

Ayes _____

Nays _____

Attest _____

Kendall County Clerk

ATTACHMENT A

PRIVATE WATER SUPPLY FEES	
Water well construction permit	\$100
Water well inspection	\$150
Water well sealing permit	\$100
Water well capping permit	\$100
Closed loop well system permit – up to first 10 boreholes	\$100
Closed loop well system permit - after 10 boreholes	\$10 (each additional)
Closed loop well system inspection	\$100
Water well sample collection/analysis	\$70
Change of contractor	\$25
Public water supply feasibility letter	\$25
Variance request review	\$50
Non-community water supply bi-annual sanitary survey	\$50
Water well final construction re-inspection	\$50
Site evaluation	\$50
Non-compliance fee (work performed without a permit)	Permit fee x 2
Property transaction inspection fee - well & septic site evaluation and report	\$200
<ul style="list-style-type: none"> • Fee exemptions will be granted to those organizations that are classified as official units of Kendall County Government. • An applicant that can prove 501(c)(3) status will be granted a fee reduction of 50 percent of the regular fee as listed on this schedule. 	

**ONSITE WASTEWATER TREATMENT SYSTEM ORDINANCE
KENDALL COUNTY, ILLINOIS**

SECTION 1: SCOPE

This ordinance is enacted to establish and provide for the enforcement of minimum standards to assure that onsite wastewater treatment systems are properly designed, constructed, operated, maintained and serviced in such a way as to protect the health of the public and the natural resources within the County from impairment, pollution, or destruction.

This ordinance is enacted to establish and provide for the enforcement of minimum standards to assure that onsite wastewater treatment systems are designed and constructed to ensure properly operating wastewater treatment systems through the construction phase in such a way as to protect the health of the public and natural resources within the county from impairment, pollution, or destruction. The maintenance and servicing of these systems are also inspected through regular food establishment inspections, complaint service events, or homeowner requests to meet the requirements of applicable state code.

The statutes of the State of Illinois, including 225 ILCS 225/1 *et seq.*, grant to the Kendall County Board the power to enact such ordinances that protect the health of the citizens of Kendall County.

Therefore, be it ordained by the County Board of Kendall County, Illinois, that the following rules and regulations are hereby made and adopted.

SECTION 2: ADOPTION BY REFERENCE

The rules and regulations in the latest edition of the Illinois Department of Public Health Private Sewage Disposal Licensing Act (225 ILCS 225/1 *et seq.*) & Code (77 Ill. Adm. Code 905), and any subsequent amendments or revisions thereto, are adopted and incorporated as part of this ordinance.

SECTION 3: DEFINITIONS

The following definitions shall apply in the interpretation and enforcement of this ordinance:

“ACCESSORY STRUCTURE” means any structure with a roof that is not attached to the dwelling.

“AGRICULTURAL LAND” means land on which a food crop, feed crop, or fiber crop is grown such as range land, pasture land or farms.

“APPLICANT” means the property owner as defined herein or his or her authorized agent.

“APPROVED” or **“APPROVAL”** as it pertains to this ordinance, means constructed and installed in compliance with technical standards and requirements of this ordinance. Approved does not imply or ensure that a system will perform satisfactorily.

“DIRECTOR” means the Director of Environmental Health Services.

“HEALTH DEPARTMENT” means Kendall County Health Department and its authorized representatives.

“DOMESTIC SEWAGE or SEWAGE” as it pertains to this ordinance, means human wastewater derived principally from plumbing fixture drains in dwellings, business or office buildings, institutions, food service establishments, and similar facilities. It shall not include animal waste, industrial waste or commercial processing waste.

“INSPECTION FEE” as it pertains to this ordinance, means a fee assessed for the inspection of work performed which relates to an onsite wastewater treatment system.

“INTERCEPTOR DRAIN” is a drain tile located upslope from the soil treatment area and consists of a perforated tile extending beyond the septic field width and then outlets through a non-perforated tile that runs down slope on one side of the onsite wastewater treatment system.

“ONSITE WASTEWATER TREATMENT SYSTEM (OWTS)” means a an absorption system relying on natural processes and/or mechanical components that is used to collect, store, treat, neutralize, stabilize, or dispose sewage which is not a part of or connected to a sewage treatment works. An OWTS is commonly referred to as a “septic system”. *Also see* 225 ILCS 225/3(7) "Private Sewage Disposal System".

“ONSITE WASTEWATER TREATMENT SYSTEM COMPONENT” means a component of an onsite wastewater treatment system that is installed on the site at which the wastewater is produced, including, but not limited to, a septic tank, lift station, a secondary pretreatment unit, or soil treatment area. For the purposes of this ordinance, an onsite wastewater treatment system component may also be referred to as a system component.

“NON-RESIDENTIAL PROPERTY” means any property that is not used for a single family home.

“PERIMETER DRAIN is a perforated drain tile that encircles the soil treatment area and outlets down slope through a non- perforated tile.

“PERMIT” means the document that is issued by the Health Department upon proper application, which authorizes the construction, repair or alteration of an onsite wastewater treatment system under this Ordinance.

“PERMIT FEE” means a fee assessed for the issuance of a permit by the Kendall County Health Department.

“PROPERTY” means any parcel or combination of contiguous parcels, under ownership or control for which legal title has been recorded and which is designated by its owner as a tract of land to be used, developed, or built upon as a unit.

“PROPERTY OWNER” means the person in whose name legal title to property is recorded.

“REVOCAION” means nullification.

“SEGMENT DRAIN” is an extension of an interceptor or perimeter drain that extends between sections of a split soil treatment field. Segment drains supplement drainage efficiency in large soil treatment fields or where soil permeability is moderately slow as in Soil Design Groups IX, X, and XI.

“SHALL” means that the stated provision is mandatory.

“SHOULD” means the stated provision is recommended, but not required.

SECTION 4: POWERS AND DUTIES OF THE HEALTH DEPARTMENT

- A. The Health Department shall be responsible for regulating the design, construction, operation, maintenance and service of onsite wastewater treatment systems and their compliance with this Ordinance, the Illinois Department of Public Health Private Sewage Disposal Licensing Act (225 ILCS 225/1 *et seq.*) & the Private Sewage Disposal Code (77 Ill. Adm. Code 905).
- B. The Health Department shall be empowered to issue permits authorizing the installation, repair, alteration or renovation of onsite wastewater treatment systems within their jurisdiction.
- C. The Health Department shall be empowered to withhold issuance of or revoke an onsite wastewater treatment system permit if the permit application is incomplete or if site conditions are inconsistent with those provided within the submitted permit application.

- D. The Health Department shall make all necessary sanitary and health investigations and inspections to ensure compliance with the appropriate administrative codes, statutes and ordinances as is necessary to protect and improve the public health.
- E. The Health Department shall either institute, or cause to be instituted, legal proceedings in the Circuit Court of Kendall County in cooperation with the Kendall County State's Attorney's Office where a violation of this ordinance occurs or a condition presents a substantial hazard to public health.

SECTION 5: RIGHT OF ENTRY AND INSPECTION

Pursuant to 55 ILCS 5/5-25013(A)(8), the health department shall be empowered to conduct inspections, investigations and site evaluations of properties, public and private, to determine compliance with the provisions of this ordinance. The health department shall perform all inspections, investigations and site evaluations at a reasonable time.

It shall be the duty of all property owners or occupants to allow the Health Department personnel free access to the subject property at reasonable times to conduct inspections, investigations and site evaluations. Persons who deny Health Department personnel the ability to discharge the above described duties shall be in violation of this Ordinance. In the event that Health Department personnel are refused permission to inspect any property at a reasonable time; he or she shall have the authority to seek an injunction and/or administrative investigative warrant from the Kendall County Circuit Court, as well as any other relief the Court may deem appropriate.

SECTION 6: NON-RESIDENTIAL ONSITE WASTEWATER TREATMENT SYSTEMS

- A. The health department shall review any proposal for an onsite wastewater treatment system to service a non-residential property via an informal meeting with the designer prior to its submittal for approval. The review shall consider those elements of the proposal which may impact the functioning and longevity of the onsite wastewater treatment system including, but not limited to, waste strength, peak flows, removal of non-domestic wastewater, seasonal flow variations, soil or site limitations, adequate future replacement area and elements of the proposal which may require special arrangements for access and maintenance.
- B. In all cases where non-residential properties are proposed for development, an area for a full-size replacement system shall be provided. The area shall be suitable for an onsite wastewater treatment system as confirmed by onsite soil investigation and designated for future onsite wastewater treatment system replacement. The replacement area shall be kept free of development, traffic or soil modification on all properties.
- C. An aeration treatment plant servicing a non-residential system shall meet the requirements of 77 Ill. Adm. Code 905.100J and may be subject to routine or periodic wastewater sampling which may be requested by the Kendall County Health Department at their discretion.

SECTION 8: SOIL INVESTIGATIONS

Soil investigations shall be conducted as outlined in the latest edition of the Illinois Department of Public Health Private Sewage Disposal Code (77 Ill. Adm. Code 905).

SECTION 9: INTERCEPTOR DRAIN & PERIMETER DRAIN INSTALLATIONS TO AFFECT A SEASONAL HIGH WATER TABLE WITH A SUBSURFACE SEEPAGE SYSTEM

- A. General requirements
 - 1. The minimum size and grade of drain tile shall be 4-inch single-wall corrugated, perforated HDPE pipe conforming to ASTM F405. Non-perforated tile conforming to ASTM F405 shall be the minimum used for outlet tiles.
 - 2. Well-graded pit run gravel with less than 5 percent fines passing the #200 sieve and no aggregate more than 1.5 inches in diameter shall be used for gravel backfill around the drainage tile. Ideal material will contain a mixture of medium and coarse sand with fine and medium gravel.
 - 3. Other department approved synthetic media may be used in lieu of gravel and tile provided their drainage capability equals or exceeds that of gravel.

4. Drain tile installed in sandy soil, as indicated on the soil evaluation report, shall be wrapped in geotextile fabric with an effective opening size between 0.2 and 0.85 millimeters.
 5. The drain tile outlet shall be metal or PVC a minimum of 2 feet in length that is equipped with a rodent guard.
 6. Gravity discharge from the outlet is strongly preferred, and the outlet pipe shall be placed to encourage free flow of water in all seasons.
 7. If a gravity-flow outlet cannot be achieved, the drain shall flow into a vault of sufficient size to maximize the life of the sump pump.
 8. Any existing drainage tiles encountered in the proposed soil treatment area during construction shall be rerouted.
 9. A cross-section of the curtain drain shall be provided on the onsite wastewater treatment system plan. All construction details of the curtain drain shall be provided on the cross-section.
 10. Discharge to roadside drainage ditches is not permitted without written permission from the responsible highway authority, responsible township authority or other entity responsible for the roadside drainage ditch.
- B. Placement requirements
1. The minimum trench width shall be eight inches.
 2. A minimum of 3 inches of gravel, or approved synthetic aggregate, shall be placed in the trench bottom prior to installation of drainage tile.
 3. Outlet tiles do not require gravel, or approved synthetic aggregate, and should be backfilled with native material.
 4. Drainage tile shall be placed so that no sags occur that may impede drainage. Minimum slope on drain tile is 0.2 foot per 100 feet of run (0.2%).
 5. Buried open ends of drainage tile shall be capped to prevent siltation within the tile.
 6. The center of all tiles in drainage systems shall be placed a minimum of ten feet from the center of any septic field lines.
 7. If the shallowest depth to restrictive permeability is 36-42 inches below the surface, the drain tile trench bottom should extend 6 inches into the restricted permeability zone. In these instances, septic lines must lie at-grade or within 12 inches of the surface.
 8. If the shallowest depth to restrictive permeability is 42 inches or more, the drain tile trench bottom should extend 6 inches into the restricted permeability zone or lie 3 feet below the bottom of the deepest septic field trench, whichever is shallower.
 9. Drain tiles installed parallel to effluent lines shall not lie more than 50 feet apart in soils with design loading rates in Design Groups IX or X, 30 feet apart in Design Group XI. Segment drains shall be used to achieve proper intervals. Drain tile intervals shall not exceed 65 feet for soils in Design Groups II-VIII.
- C. Perimeter segment drain requirements
1. Drain tile trench should be backfilled with gravel, or approved synthetic aggregate, to a depth of 6 inches above the shallowest seasonal high water table depth shown by the soil evaluation report. The remainder of the trench may be backfilled with native material. Backfilling with gravel or approved synthetic aggregate, to within 6 inches of the soil surface and capping with topsoil to final grade is recommended for soils in Design Groups IX, X, and XI.
 2. Segment drains may be used in conjunction with both perimeter and interceptor drains. Ten-foot setbacks to septic field lines must be maintained with segment drains.
- D. Interceptor drain requirements
1. The center of the drain tile shall lay a minimum of 10 and a maximum of 15 feet upslope from the center of the nearest effluent line.
 2. The drain tile trench shall be backfilled with gravel, or approved synthetic aggregate, to within 6 inches of the surface and capped with topsoil to final grade.

SECTION 10: PERMIT REQUIREMENTS

- A. An application for a permit to install, repair or renovate an onsite wastewater treatment system shall be submitted, in writing, on forms provided by the Kendall County Health Department.
- B. The applicable permit fee and any related inspection fee shall be paid at the time of permit application.
- C. If the health department finds that a permit application meets the requirements of the Illinois Department of Public Health Private Sewage Disposal Code (77 Ill. Adm. Code 905) and all requirements of this ordinance a permit shall be issued to the applicant.
- D. Three copies of the onsite wastewater treatment system plan shall accompany the permit application. Plans shall be drawn with an Engineer's scale (1 inch equals 10', 20', 30', 40', 50' or 60').
- E. The following specifications shall be included on, or with, the onsite wastewater treatment system permit application:
 1. Location of all existing and proposed buildings, accessory structures, driveways, roads, parking areas, sidewalks, patios, decks, swimming pools and any other improvements that may affect the location of onsite systems;
 2. Location and dimensions of all lot boundaries and easements on the property;
 3. Location of all existing water wells and onsite wastewater treatment system components whether existing or proposed on the subject and adjacent properties;
 4. Location of all proposed storm water systems including, but not limited to, storm sewers, detention basins, retention basins or drainage tiles on the subject and adjacent properties;
 5. Location of any lake, stream, wetland or body of water, flood plains, detention or retention areas.
Location of any lake, stream, wetland or body of water, flood plains, detention or retention areas on the subject property and 25 feet into adjacent property.
 6. Identification of any agricultural land which is used for farming purposes.
Identification of any agricultural land which is used for farming purposes on the subject property.
 7. Existing roadways and other areas where existing soil may be disturbed;
 8. Description and location of all existing and proposed components of the onsite wastewater treatment system. The description shall include manufacturer name and size of each component of the system. The location of all components of the onsite wastewater treatment system shall be provided on the design plan. This includes tanks, lift stations, distribution piping (material and size), distribution boxes, drop boxes, soil treatment components, gravel application beds in mound systems and any area where fill is to be applied;
 9. A copy of the soil investigation report, including the location of all soil evaluation points. All soil borings locations shall be transposed onto the permit design plans.
 10. Existing and proposed topography in two foot contours;
 11. A cross-section view of the subsurface seepage system including the total amount of soil cover, in inches, over the system. For subsurface seepage systems, the minimum and maximum cover shall be provided, in inches, on the plan. If a curtain drain is utilized, include a cross-section of the curtain drain, including construction details and depth, in inches, of the curtain drain;
 12. Elevations necessary to describe the sewage flow to, and through, the onsite wastewater treatment system. These elevations include, but are not limited to, the following: top of foundation or another suitable benchmark, plumbing stub-out, inlet and outlet of any tank(s), inlet of distribution box(es), top or bottom elevations of seepage lines or other subsurface seepage components.
- F. No onsite wastewater treatment system shall be installed, repaired or renovated until a permit has been issued by the department.

SECTION 11: REVOCATION OF PERMIT

- A. The health department shall have the authority to revoke onsite wastewater treatment system permits when information serving as the basis for approval is found to be false or erroneous, or when provisions of this ordinance or the Illinois Department of Public Health Private Sewage Disposal Code (77 Ill. Adm. Code 905) are violated.
- B. The health department shall have the authority to revoke onsite wastewater treatment system permits if the area designed for the soil treatment is disturbed by major filling, compaction, excavation, paving or other disturbances that adversely impact the permeability of the soil.

- C. The reason for the revocation of a permit shall be posted in writing at the site, or mailed to the applicant at the address provided on the permit application, by certified mail, return receipt requested.

SECTION 12: PERMIT VALIDITY

A health department issued permit for the installation, repair or renovation of an onsite wastewater treatment system is valid for a period of 12 months from the date of permit issuance. If construction has not started within that 12-month period, the permit is void. Written request for extension may be submitted to the Environmental Health Department prior to remaining 30 days of 12 month period.

SECTION 13: FEES

See Attachment A

ONSITE WASTEWATER TREATMENT SYSTEM (OWTS) FEES	
OWTS permit (new construction or replacing existing tank & field)	\$340
OWTS septic tank replacement permit	\$100
OWTS soil absorption system repair permit	\$200
OWTS re-inspection	\$50
OWTS permit (new construction - community/cluster)	\$500
OWTS permit plan revision	\$50
Permanent holding tank	\$150
Septic tank abandonment	\$50
Variance request	\$70
Change of contractor	\$25
Annual domestic sewage land applicator	\$100
Soil evaluation consultation and report	\$50
Subdivision plat review (per lot)	\$50
Public sewer feasibility letter	\$25
Site evaluation	\$50
Community system administrative and inspection fee	\$400
Non-compliance fee (work performed without a permit)	Permit fee x 2
Property transaction inspection fee - well & septic site evaluation and report	\$200
<ul style="list-style-type: none"> •Fee exemptions will be granted to those organizations that are classified as official units of Kendall County Government. •An applicant that can prove 501(c)(3) status will be granted a fee reduction of 50 percent of the regular fee as listed on this schedule. 	

SECTION 14: ONSITE WASTEWATER TREATMENT SYSTEM INSTALLATION

A. Installer responsibilities

1. No onsite wastewater treatment system shall be installed, repaired or renovated except in accordance with the provisions of this ordinance.
2. It is the responsibility of the licensed private sewage disposal installation contractor to install the onsite wastewater treatment system per the approved permit application. Failure to install the onsite wastewater treatment system per the approved permit application is a violation of this ordinance which may result in a delay of system approval and/or occupancy and/or the revocation of any permit granted for the same.
3. It is the responsibility of the licensed private sewage disposal contractor to notify the health department of any change(s) to the approved permit application. Notification of any changes shall be provided, in writing, to the Health Department. Failure to provide the department with written notice of changes is a violation of this ordinance which may result in a delay of system approval and/or occupancy and/or the revocation of any permit granted for the same.
4. The system installer shall be present during a system inspection. If the system installer is unable to be present, his or her representative shall be present.

B. Protection of the onsite wastewater treatment system

The area of an onsite wastewater treatment system shall be selected and maintained so that it is free from soil compaction or soil disturbance caused by, but not limited to the following: driveways, decks, patios, slabs, accessory structures, swimming pools, parking areas, buried lawn sprinkling systems, underground utility services, and addition to the original structure. Access to all onsite wastewater treatment system components shall be provided at all times for maintenance and servicing.

C. Construction traffic

On properties where installation equipment will have limited access to the proposed onsite wastewater treatment system area, the health department may request that the location for material storage and the designated path for construction traffic be specified on, or with, the system plan.

Agricultural land

Onsite wastewater treatment systems and onsite wastewater treatment system components shall not be installed on agricultural land which is routinely farmed.

D. Notification

The property owner or licensed contractor shall provide a minimum 24 hours advance notification to the health department before beginning installation, repair or renovation of any component or components of the onsite wastewater treatment system for which a permit has been issued.

E. F. Site access

In order to determine compliance with this ordinance, site access for system inspection shall be deemed essential for, but not limited to, the following:

1. On-site system layout review or site evaluations.
2. Observing soil investigations and soil borings.
3. At any stage of installation of the system.
4. Final inspection, following completion of the system installation, prior to covering.
5. As may otherwise be necessary in compliance with Section 5 of this Ordinance.

F. Tree removal

Any removal of trees from the proposed onsite wastewater treatment system area which have a trunk diameter measuring greater than twelve inches shall be removed by cutting near the surface. Stumps shall be removed by grinding or cutting. On wooded lots, it is strongly recommended that property owners and/or private sewage disposal system installation contractors contact KCHD prior to any tree or soil disturbance.

G. Patios, concrete slabs and decks

1. New construction of patios and slabs shall maintain a five foot horizontal separation distance to a septic tank, aeration device, lift station, holding tank or any other component of the septic system.
2. New decks shall be built so as to accommodate the integrity, functionality, or servicing of any component of septic system; allowing for a five foot horizontal separation from the septic tank.
3. Existing decks, patios and slabs located over septic system components shall be modified to allow access for maintenance of the onsite wastewater treatment system.

H. Access to onsite wastewater treatment system components

1. All onsite wastewater treatment system tanks, lift stations, aeration devices and any other treatment components installed after the effective date of this ordinance shall be provided with risers that terminate a minimum of three inches above finished grade in order to allow access for pumping and maintenance.

SECTION 15: EMERGENCY REPAIRS

In the case of emergency repairs which require a permit, the emergency repair shall be performed only after written notice has been provided to the health department outlining the necessary repair. This section only applies to those emergency repairs which, if not promptly addressed, may endanger the public or present an immediate threat to public health.

SECTION 16: ORDER TO UNCOVER

If any person backfills, or covers, any portion of the system with earth, or other material which prevents the Health Department from properly inspecting the system to determine compliance with this ordinance, the system installer shall uncover the portions of the system deemed necessary by the Health Department to allow for system inspection. (*See* 77 Ill. Adm. Code 905.190)

SECTION 17: PROTECTION OF THE ONSITE WASTEWATER TREATMENT SYSTEM

- A. The onsite wastewater treatment system area shall be protected by fencing, or other department approved measures, prior to applying for a permit. The system shall remain protected throughout the duration of any construction to eliminate compaction of the soil or damage to the soil or the onsite wastewater treatment system.
- B. It shall be the responsibility of the property owner to protect the area(s) of the onsite wastewater treatment system and all system components.
- C. It shall be the responsibility of the property owner to reserve any area(s) designated for future installation of an onsite wastewater treatment system.

SECTION 18: BUILDING & ZONING RECOMMENDATION

It is recommended that the designer of the system contact the subdivision developer and Kendall County Planning Building & Zoning Department to review the accepted engineering plans for the subdivision to determine locations of required setbacks, drainage requirements, easements, floodplains, surface drain system, detention/retention ponds and other features. Nothing contained herein shall absolve the applicant from the necessity of following all applicable plats, PUD's, covenants, etc. that are in effect regarding applicant's property.

SECTION 19: BUILDING CONSTRUCTION PROJECTS & PERMITTING

All onsite wastewater treatment systems shall either be in compliance with the Illinois Private Sewage Disposal Code and this ordinance or new onsite wastewater treatment system plans shall be submitted to the health department and approved by this health department prior to the issuance of the building permit by the building authority.

SECTION 20: VARIATIONS

The Health Department may grant a variation by modifying or waiving specific requirements of this ordinance if, in the opinion of the Health Department a public health hazard will not result from the issuance of the variation. Variation requests shall be submitted in writing, on forms provided by the Kendall County Health Department. The Health Department shall notify the applicant in writing of its decision to either grant or deny the variation. The approved variation documents shall be recorded on the property deed and filed with the Kendall County Recorder of Deeds.

SECTION 21: VIOLATIONS

- A. Whenever the health department determines that there is a violation of any provision of this ordinance, the health department shall give notice of such alleged violation to the property owner, who shall then remedy the violation within the time allotted.
- B. The notice of violation shall:
 1. Be in writing.
 2. Include a statement of the reasons for the issuance of the notice.
 3. Contain details of the remedial action to be taken.
 4. Allow reasonable time to take remedial action and to otherwise comply with this ordinance.
 5. Be served to the property owner, or resident, via personal deliver or sent via registered or certified mail.
- C. In addition to the revocation or suspension of any permit issued, if such violation continues, the matter will be referred to the Kendall County State's Attorney's Office to prosecute violations of the ordinance and to initiate any necessary action in the Circuit Court, in order to abate such violating condition as enumerated in this Ordinance or the associated State law, including, but not limited to seeking injunctive relief.

SECTION 22: HEARINGS AND APPEALS

Any person may appeal a permitting decision to the Health Department by written request that shall be filed with the Department within ten (10) business days after receipt of the subject notice to revoke or deny the permit at issue.

A hearing for such appeal shall be scheduled to take place as soon as reasonably possible, but no later than fifteen (15) business days from the date of filing such request, unless a later date is agreed upon. The Health Officer conducting the hearing shall give notice by phone and regular mail of the date, time and location of such hearing. Written notice of the hearing to a party may be waived by that party.

The hearing shall be conducted by a Health Officer at the place and time designated by him/her. All hearings shall be conducted so as to provide the parties adequate time to prepare, the right to present evidence in support of their position, the right to cross-examine, and the right to legal counsel at the party's own expense. The formal rules of evidence shall not apply. The Health Officer may ask questions of any witness to assist in reaching a decision. The Health Officer shall make a record of the proceedings. Should a party desire a verbatim transcript of such hearings, they may obtain a court reporter at their own expense.

Based upon the record of such hearing, the Health Department shall make a finding and a written decision shall be prepared. Such decision shall be considered final and shall be provided to the permit holder by the Health Department within fifteen (15) days and a record of the same shall be maintained.

SECTION 23: PARTIAL INVALIDITY

If any section, subsection, paragraph, sentence, clause, or phrase of this article shall be declared invalid for any reason whatsoever, such invalidation shall not affect the remaining portions of this article which shall remain in full force and effect.

SECTION 24: PENALTY

Any person, firm or corporation who violates, disobeys, omits, neglects, or refuses to comply with, or refuses to remedy a violation of the provisions of this Ordinance shall be guilty of a business offense and be fined not less than \$100.00 and no more than \$1,000 ~~not less than \$100 and no more than \$500~~ for each offense. Each day upon which such violation continues shall constitute a separate offense. Further penalties shall be assessed as outlined in the latest edition of the Illinois Department of Public Health Private Sewage Disposal Code (*See 77 Ill. Adm. Code 905.205*).

SECTION 25: MAINTENANCE OF RECORDS

The Health Department shall maintain a record of applications and permits, notices of subsequent enforcement, records of hearings and the information contained in those documents, which shall be available for public inspection.

SECTION 26: ENFORCEMENT

Enforcement of this ordinance shall be performed by the Kendall County Health Department. The Kendall County State's Attorney's Office shall be authorized to bring any necessary actions and prosecute any violations of this ordinance in the Circuit Court.

SECTION 27: EFFECTIVE DATE

This ordinance and the regulations contained therein shall be in full force and effect on and after the date signed below.

APPROVED BY THE KENDALL COUNTY BOARD THIS DAY _____ 20 _____

Chair, Kendall County Board

Ayes _____

Nays _____

Attest _____
Kendall County Clerk

ATTACHMENT 3

ONSITE WASTEWATER TREATMENT SYSTEM (OWTS) FEES	
OWTS permit (new construction or replacing existing tank & field)	\$340
OWTS septic tank replacement permit	\$100
OWTS soil absorption system repair permit	\$200
OWTS re-inspection	\$50
OWTS permit (new construction - community/cluster)	\$500
OWTS permit plan revision	\$50
Permanent holding tank	\$150
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Variance request	\$70
Change of contractor	\$25
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