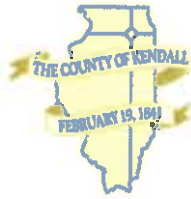


COUNTY OF KENDALL, ILLINOIS

Admin & HR Committee

County Office Building
County Board Rooms 209-210



Thursday, September 8, 2016 ~ 9:00a.m.

MEETING AGENDA

1. **Call to Order**
2. **Roll Call:** Lynn Cullick (Chair), Judy Gilmour, Dan Koukol, John Purcell, John A. Shaw (Vice Chair)
3. **Approval of Agenda**
4. **Approval of Minutes from August 23, 2016 Meeting**
5. **Department Head and Elected Official Reports**
6. **Public Comment**
7. **Committee Business**
 - *Approval of request to provide copies of all documentation, information and emails pertaining to any County Employee Leave of Absence, including FMLA, PEDA, Worker's Compensation, COBRA and Disability from each Elected Official and Department Head as well as the Admin Services Human Resources Coordinator to the County Treasurer, effective August 12, 2016*
 - *Technology – Recommend Approval of Credit Card Limit Increase*
 - *Recommend Cable Television Franchise Agreement by and Between the County of Kendall, Illinois and CMN-RUS, Inc.*
 - *Recommend Public Hearing under New Business portion of the County Board meeting agenda at 9:00a.m. on September 20, 2016 to consider an additional cable franchise*
 - *Recommend Approval of GIS Job Descriptions*
 - *County Employee Picnic*
8. **Action Items for County Board**
9. **Public Comment**
10. **Executive Session**
11. **Adjournment**

COUNTY OF KENDALL, ILLINOIS
ADMINISTRATION HUMAN RESOURCES COMMITTEE

Meeting Minutes

CORRECTED - September 7, 2016

Tuesday, August 23, 2016

CALL TO ORDER

The meeting was called to order by Admin HR Committee Chair Lynn Cullick at 5:30p.m.

ROLL CALL

Committee Members Present: John Shaw - here, Dan Koukol - present, Lynn Cullick – here, Judy Gilmour – here

Member Purcell arrived at 5:33 p.m.

Others present: Scott Koeppel, Jeff Wilkins

APPROVAL OF AGENDA: Member Koukol made a motion to approve the agenda, second by Member Gilmour. With all in agreement, the motion carried.

APPROVAL OF MINUTES: Member Gilmour made a motion to approve the August 4, 2016 meeting minutes, second by Member Koukol. With all in agreement, the motion carried.

PUBLIC COMMENT – None

DEPARTMENT HEADS AND ELECTED OFFICIALS REPORTS

- Scott Koeppel, Technology Director updated the committee on:
 - *New wireless connection between the County Office Building and the Sheriff's Office* – Mr. Koeppel anticipates this will begin later in September when they have received their license from the FCC.
 - *The New World upgrade* - went well this week, although there were a few changes that needed to be done to all of the squads to ensure accurate access.
 - *JANO Conference* – Mr. Koeppel stated that Gina Hauge was attending the conference to learn more of the program that is used in the Circuit Clerks office.
 - *Security Bid/Technologies* – Mr. Koeppel has been evaluating the technologies from the security bid, reviewing the options, and ensuring compatibility with the County's current systems.
 - *New Technology Position* – Mr. Koeppel said that he has met with KenCom and also with the Circuit Clerk regarding the funding of this new position. Mr. Koeppel said he has included the position in his next year's budget.

COMMITTEE BUSINESS

- ☛ ***Review and Recommend Approval of GIS Job Descriptions*** - Member Cullick stated that the SAO suggested changes to the GIS job descriptions were provided in a separate packet for review by the committee. There was discussion on the changes to the job descriptions provided by the Human Resources Coordinator for the committee meeting packet.

Member Koukol asked who decided the qualifications listed under the education and experience section of the job descriptions. Member Koukol wanted to ensure the committee would have a discussion on this matter at the September 8, 2016 meeting.

Member Purcell stated that normally the original job description is provided to the committee with the proposed changes or additions highlighted in red to make it more clear to those reviewing them.

Member Purcell made a motion to table this item until the September 8, 2016 meeting to allow Mr. Koeppel and Mr. Wilkins time to provide the most up to date job descriptions to the committee for review, second by Member Shaw. **With all in agreement, the motion carried.**

ITEMS FOR COMMITTEE OF THE WHOLE - None

EXECUTIVE SESSION: Member Koukol made a motion to enter into Executive Session for the purpose of the review of discussion of minutes of meetings lawfully closed under the open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06, 5ILCS 120-2 (1), and Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees 5ILCS 120-2, C, (2), second by Member Gilmour.

Roll Call: Member Shaw – present, Member Gilmour - yes, Member Purcell – yes, Member Koukol – yes, Member Cullick - yes. **With all members present voting aye, the committee entered into Executive Session at 5:53p.m.**

Others Present: Jeff Wilkins

The committee reconvened in Open Session at 6:13p.m.

Member Purcell made a motion to forward the release of the May 7, 2015 Executive Session Minutes to the County Board for approval, second by Member Gilmour. **With all members present voting aye, the motion carried.**

ACTION ITEMS FOR COUNTY BOARD

- *Approval of the release of the May 7, 2015 Executive Session Minutes*

ADJOURNMENT – Member Purcell moved to adjourn the meeting at 6:15p.m., Member Gilmour seconded the motion. **The motion was unanimously approved by a voice vote.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary

KENDALL COUNTY PERSONNEL ACTION NOTICE

Date: _____ Emp #: _____ Department: _____

Name: _____ Job Title: _____
Last First MI

Date of Hire: _____ Effective Date of Action: _____

Full-time Personnel Status Change (FT to PT or PT to FT)

Part-time Salary Increase

Temporary (Part-time or Full-time) Promotion

Intern Suspension

Annual Exempt

Hourly Non Exempt

Salary: \$ _____ New Position Title

\$ _____

Termination Resignation Retirement

Days to be paid: _____

Line Item #: _____ Pay Change: \$ _____ Present

\$ _____ New (Effective _____)

600 HOUR EMPLOYEE

UNDER 600 HOUR EMPLOYEE

Explanation of Action Taken
(optional):

Approved By: _____ Date: _____
Department Head / Elected Official

MONTHLY MEDICAL INSURANCE REPORT

August 31, 2016

	Non-Union	Union	<u>Total Enrolled</u>				Annual Cost Plan per EE	Others
			<u>Aug-15</u>	<u>Sep-15</u>	<u>Aug-16</u>	<u>Sep-16</u>		
HMO Employee	30	21	56	57	57	58	\$9,230.38	7
HMO Family	11	21	45	45	41	39	\$23,075.38	7
PPO Employee	3	14	55	52	17	17	\$12,134.63	0
PPO Family	0	9	35	34	12	12	\$29,065.22	3
H.S.A. - Emp	46	20	35	36	77	77	\$9,526.48*	11
H.S.A. - Fam	36	37	53	53	78	77	\$22,063.20*	4
Total Enrolled	126	122	279	277	282	280		32
Total Eligible	175	145						
			Dental EE		165			40
			Dental Family		178			28
			Total Enrolled		343			68

NOTES:

- 1) Premiums and headcount paid as of monthly report date
- * 2) Include's Employer HSA contribution
- 3) Others Include ROE, KEN COM, Forest Preserve, COBRA, and Retirees

FY 16 MONTHLY MEDICAL INSURANCE INVOICES

(BUDGETED: \$5,063,813)*

	12/31/2015	1/31/2016	2/28/2016	3/31/2016	4/30/2016	5/31/2016	6/30/2016	7/31/2016	8/31/2016	9/30/2016	10/31/2016	11/30/2016	Totals
BlueCross Medical Premium	347954	339151	344322	347589	342557	344748	342333	342917	333921				\$3,085,501
Lincoln Life Dental Premium	23476	24220	24182	23782	23921	23806	23580	23721	23049				\$213,727
Lincoln Life Premium	728	732	725	727	721	725	718	723	708				\$6,502
Health Savings Account	343500	0	0	0	0	10000	0	0	0				\$353,500
FSA Admin Fee	148	148	148	148	148	156	156	156	156				\$1,366
TOTALS	\$715,805	\$364,251	\$369,387	\$372,258	\$367,347	\$379,435	\$366,785	\$367,516	\$357,833	\$0	\$0	\$0	\$3,680,596*

FY 15 MONTHLY MEDICAL INSURANCE INVOICES

(BUDGETED: \$4,747,400) 91.4% of Budget

	12/31/2014	1/31/2015	2/28/2015	3/31/2015	4/30/2015	5/31/2015	6/30/2015	7/31/2015	8/31/2015	9/30/2015	10/31/2015	11/30/2015	Totals
BlueCross Medical Premium	\$ 315,655	\$ 322,904	\$ 323,368	\$ 321,771	\$ 326,759	\$ 329,521	\$ 318,882	\$ 322,074	\$ 319,795	\$ 313,546	\$ 313,232	\$ 323,642	\$ 3,853,148
Met Life Dental Premium	22,281	22,179	22,235	22,772	22,897	22,601	22,372	22,315	22,077	22,043	22,099	22,293	\$ 268,164
Lincoln Life Premium	718	730	743	742	759	747	737	732	726	730	736	729	\$ 8,829
Health Savings Account	16,375	17,375	17,000	17,000	18,000	18,125	17,500	17,750	17,000	17,125	18,500	17,750	\$ 209,500
TOTALS	\$ 355,029	\$ 363,188	\$ 363,345	\$ 362,285	\$ 370,415	\$ 370,984	\$ 358,492	\$ 362,870	\$ 358,599	\$ 353,444	\$ 354,566	\$ 364,414	\$ 4,339,641

FY 14 MONTHLY MEDICAL INSURANCE INVOICES

(BUDGETED: \$4,680,373) \$235,077 under FY

	12/31/2013	1/31/2014	2/28/2014	3/31/2014	4/30/2014	5/31/2014	6/30/2014	7/31/2014	8/31/2014	9/30/2014	10/31/2014	11/30/2014	Totals
BlueCross Medical Premium	\$ 333,830	\$ 337,723	\$ 333,582	\$ 323,495	\$ 334,201	\$ 334,375	\$ 327,851	\$ 325,037	\$ 324,487	\$ 330,947	\$ 324,542	\$ 332,659	\$ 3,962,531
Met Life Dental Premium	23,904	23,695	23,562	23,332	22,979	23,786	23,240	23,262	23,251	22,611	23,068	22,886	\$ 279,577
Lincoln Life Premium	637	826	785	778	743	743	750	750	745	750	750	7,430	\$ 15,687
Health Savings Account	15,875	15,875	15,875	15,750	15,750	16,500	16,375	15,875	15,250	15,250	15,250	13,875	\$ 187,500
TOTALS	\$ 374,246	\$ 378,120	\$ 373,825	\$ 363,355	\$ 373,673	\$ 375,384	\$ 368,016	\$ 364,925	\$ 363,733	\$ 369,558	\$ 363,611	\$ 376,850	\$ 4,445,296

Benefits Paid as of 08/31/16

* Note: Information compares year to year premiums. "TOTALS" do not include other expenditures for employee premium reimbursements or premiums typically paid in prior fiscal year.

Open Claim Type	Incident Date	Department	Cause / Incident	Paid	Missed > 3 Days Work	Returned to Work	Current Modified Duty
WC	06/30/12	Forest Preserve	Injured back and shoulder	\$89,430.96	Y	N	
WC	05/10/14	Sheriff's	Injured multiple body parts	\$113,415.85	Y	Y	
WC	08/31/14	Sheriff's	contusion	\$15,545.88	Y	Y	
WC	02/01/15	Facilities	shoulder / repetitive motion	*** \$28,555.61	Y	Y	
WC	05/05/15	Facilities	Strain/Sprain arm	\$80,472.83	Y	Term	
WC	12/08/16	State's Attorney	stuck by door	\$144.25	N	Y	
WC	03/25/16	Sheriff's	struck by person / Injured shoulder	\$3,059.76	N	Y	
WC	04/09/16	Animal Control	bitten by animal	** \$0.00	N	Y	
WC	04/10/16	Forest Preserve	slip / contusion ankle	\$5,124.76	Y	Y	Y
WC	04/12/16	Sheriff's	contusion toe	\$27,224.04	Y	N	
WC	05/13/16	Sheriff's	strain back	\$320.80	N	Y	
WC	05/15/16	Animal Control	dog bite	** \$239.79	N	Y	
WC	05/23/16	Animal Control	dog bite	** \$496.00	N	Y	
WC	05/26/16	Probation	exposure to bodily fluids	* \$0.00	N	Y	
WC	07/20/16	Animal Control	cat bite	\$0.00	N	Y	
WC	08/22/16	Sheriff's	strain finger	\$0.00	N	Y	Y
WC	08/22/16	Sheriff's	dislocation thumb	<u>\$0.00</u>	N	Y	Y
				\$364,030.53			

Open Claim Type	Incident Date	Department	Cause / Incident	Paid	Paid by KC	Coverage Type
Liability	01/02/14	VAC	wrongful termination	\$0.00	\$0.00	Errors & Omissions
Liability	02/21/14	Sheriff's	police excessive force	** \$26,449.46	\$3,477.67	Police Professional Liability
Liability	05/15/14	Sheriff's	discrimination	\$99,989.87	\$25,000.00	Errors & Omissions
Liability	01/06/15	Circuit Clerk	work discrimination	\$12,797.30	\$7,579.50	Errors & Omissions
Liability	09/28/15	Circuit Clerk	work discrimination	\$9.70	\$0.00	Errors & Omissions
Liability	03/02/16	Sheriff's	due process corrections detention	\$9,254.05	\$0.00	Law Enforcement Liability
Liability	07/20/16	Sheriff's	excessive force	\$0.00	\$0.00	Police Professional Liability
Liability	07/20/16	Sheriff's	assault	<u>\$0.00</u>	<u>\$0.00</u>	Police Professional Liability
				\$148,500.38	\$36,057.17	

* Denied

** Closed Out

*** Re-Opened

As of 09/01/16

**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 _____, 2015⁴ (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, 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 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 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 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~~Gemeast 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 5/39005, 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. Comeast
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:
~~XIH, L.P.~~

For CMN-RUS, Inc. ~~omeast-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 (6 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:

That 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
John 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 nGeux 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 career 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	WISH - CW (WISH)	✓	✓	✓	
9	WHMB - LESEA (WHMB)	✓	✓	✓	
10	WIPB - PBS (WIPB)	✓	✓	✓	
11	WKIN - FOX (WKIN)	✓	✓	✓	
13	WTHR - NBC (WTHR)	✓	✓	✓	
14	CVC	✓	✓	✓	
15	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	ESPNEWS	✓	✓	✓	
27	MLB NETWORK (MLBN)	✓	✓	✓	
28	FOX SPORTS MIDWEST IN (FSI)	✓	✓	✓	
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 (NIK)	✓	✓	✓	
41	DISNEY CHANNEL (DISN)	✓	✓	✓	
42	CARTOON NETWORK (TOON)	✓	✓	✓	

Number	Channel	Basic	Standard	Premium	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	COMET (COMTV)	✓	✓	✓	
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	WIPB - LOCAL WEATHER (WIPBD3)	✓	✓	✓	
107	WIPB - CREATE (WIPBDT2)	✓	✓	✓	
108	WKIN - ANTENNA TV (WKINDT2)	✓	✓	✓	
109	WTHR - GOZI TV (WTHRDT2)	✓	✓	✓	
110	WTHR - METV (WTHRDT3)	✓	✓	✓	

Number	Channel	Basic	Standard	Preferred	A La Carte
111	WIPX - QUBO (WIPXDZ)	✓	✓	✓	
112	WIPX - ION LIFE (WIPXD3)	✓	✓	✓	
113	WFYI - V-ME (WFYIDT2)	✓	✓	✓	
114	WFYI - CREATE (WFYIDT3)	✓	✓	✓	
115	WHDY - BOUNCE TV (WHDYDTZ)	✓	✓	✓	
116	WRTV - LAFF (WRTVDT3)	✓	✓	✓	
117	WISH - GETTV (WISHDT2)	✓	✓	✓	
118	WISH - JUSTICE NETWORK (WISHDT3)	✓	✓	✓	
119	WLFI - GETTV (WLFI DT2)	✓	✓	✓	
201	OWN		✓	✓	
202	WE TV (WE)		✓	✓	
203	ESQUIRE (ESQTV)		✓	✓	
204	OXYGEN		✓	✓	
206	CLOO		✓	✓	
207	GSN (GAME SHOW NETWORK) (GSN)		✓	✓	
208	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 (ONBOWLD)		✓	✓	
218	DESTINATION AMERICA (DEST)		✓	✓	
217	INVESTIGATION DISCOVERY (ID)		✓	✓	
218	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 (MTVHIT)		✓	✓	
236	BET JAMS (BETJ)		✓	✓	

Number	Channel	Basic	Standard	Preferred	A La Carte
237	TR38			✓	
238	VH-1 CLASSIC (VH1CL)			✓	
239	BET SOUL (BETSOUL)			✓	
240	CMT MUSIC (CMTMUS)			✓	
241	GAC			✓	
242	EBPNU			✓	
243	CBS SPORTS NETWORK (CBSCS)			✓	Sports
244	BIG TEN NETWORK (ALT 1) (BIGTENO)			✓	
245	BIG TEN NETWORK (ALT 2) (DUPBG10)			✓	
246	NBA TV (NBATV)			✓	Sports
247	FX	✓		✓	
248	FOX SPORTS 2 (FS2)			✓	
249	OUTDOOR CHANNEL (OUTD)			✓	Sports
250	NBC SPORTS NETWORK (NBCSP)		✓	✓	
251	MUSIC CHOICE PLAY (MCPLAY)	✓	✓	✓	
252	FXM			✓	
253	HALLMARK MOVIES & MYSTERIES (HMM)			✓	
254	CHILLER			✓	
255	IFC			✓	
256	NAT GEO WILD (NGWILD)			✓	
257	FOX SPORTS MIDWEST IN PLUS (FSMIFP)		✓	✓	
260	FOX DEPORTES HD (FDEPH)				Sports
262	MAVTV HD (MAVHD)				Sports
263	OUTSIDE TELEVISION HD (OUTSHD)				Sports
264	PAC-12 NETWORK HD (PAC12HD)				Sports
266	WORLD FISHING NETWORK HD (WPNHD)				Sports
268	SUNDANCE TV (SUNDAE)			✓	
276	NFL REDZONE (NFLNRZ)				Sports
276	SPORTSMAN CHANNEL (SPRTMAN)				Sports
277	TVG				Sports
278	FOX SPORTS ATLANTIC (FCBA)			✓	Sports
279	FOX SPORTS CENTRAL (FCSC)			✓	Sports
280	FOX SPORTS PACIFIC (FCSP)			✓	Sports
281	MILITARY HISTORY (MILH)			✓	
282	CRIME & INVESTIGATION (CIN)			✓	
294	LONGHORN NETWORK HD (LHNHD)				Sports
295	YES NETWORK (YES)				Sports
301	ENCORE			✓	
302	ENCORE ACTION (ENGRA)			✓	
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)			✓	
360	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
406	STARZ CINEMA (STZCI)				Starz
408	STARZ COMEDY (STZC)				Starz
481	STARZ HD (STZHD)				Starz
482	STARZ EDGE HD (STZEHD)				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
505	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
555	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 (5MAX)				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 (TMO)				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 (TMCHD)				Showtime
782	THE MOVIE CHANNEL EXTRA HD (TMCXHD)				Showtime
803	WGN AMERICA HD (WGNA)	✓	✓	✓	
804	WTTV - CBS HD (WTTVDT)	✓	✓	✓	
805	WLFI - CBS HD (WLFI DT)	✓	✓	✓	
806	WRTV - ABC HD (WRTVDT)	✓	✓	✓	
807	WNDY - MYNETWORK HD (WNDYDT)	✓	✓	✓	
808	WISN - CW HD (WISN DT)	✓	✓	✓	
810	WISN - PBS HD (WISN DT)	✓	✓	✓	
811	WKRN - FOX HD (WKRN DT)	✓	✓	✓	
813	WTHR - NBC HD (WTHR DT)	✓	✓	✓	
814	QVC HD (QVCHD)	✓	✓	✓	
817	WIPX - ION HD (WIPX DT)	✓	✓	✓	
820	WFYI - PBS HD (WFYI DT)	✓	✓	✓	
822	BIG TEN NETWORK HD (BGINDHD)		✓	✓	
823	ESPN HD (ESPNHD)		✓	✓	
824	ESPN2 HD (ESPN2HD)		✓	✓	
826	ESPNEWS HD (ESPNNH)		✓	✓	
827	MLB NETWORK HD (MLBHD)		✓	✓	
828	FOX SPORTS MIDWEST IN HD (FSIH)		✓	✓	
829	NFL NETWORK HD (NFLHD)		✓	✓	
830	FOX SPORTS 1 HD (FS1HD)		✓	✓	
831	GOLF CHANNEL HD (GOLFHD)		✓	✓	
832	THE WEATHER CHANNEL HD (WEATHD)		✓	✓	
833	FOX NEWS HD (FNCHD)		✓	✓	
834	CNN HD (CNNHD)		✓	✓	
835	HLN HD (HLNHD)		✓	✓	
836	MSNBC HD (MNBCHD)		✓	✓	
837	CNBC HD		✓	✓	
839	TV LAND HD (TVLANDHD)		✓	✓	
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 (FREFMHD)		✓	✓	
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 (TRUHD)		✓	✓	
853	LIFETIME HD (LIFEHD)		✓	✓	
854	LMN HD (LMNHD)		✓	✓	
855	TGM HD (TGMHD)		✓	✓	
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 (TLCHD)		✓	✓	
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 Elite
883	UNIVERSAL (UHDA)				HD Elite
884	VELOCITY HD (VELHD)		✓	✓	
885	MGM HD (MGMHD)				HD Elite
887	MTVLIVE				HD Elite
888	JEWELRY CHANNEL HD (JEWEL)	✓	✓	✓	
901	OWN HD (OWNHD)		✓	✓	
903	ESQUIRE HD (ESQHHD)		✓	✓	
904	OXYGEN HD (OXYHD)		✓	✓	
905	FUSION HD (FUSIONH)			✓	

Number	Channel	Basic	Standard	Preferred	A La Carte
907	GSN (GAME SHOW NETWORK) HD (GSNHD)			✓	
909	FOX BUSINESS HD (FXBHD)			✓	
916	DESTINATION AMERICA HD (D8THD)			✓	
917	INVESTIGATION DISCOVERY HD (IDHD)		✓	✓	
918	SCIENCE CHANNEL HD (SCIHD)			✓	
919	AMERICAN HEROES CHANNEL HD (AHCHD)			✓	
920	BBC AMERICA HD (BBCAHD)			✓	
924	VICELAND HD (VICEHD)			✓	
925	FYI HD (FYIHD)			✓	
928	NICKTOONS HD (NIKTNHD)			✓	
929	NICK JR. HD (NICJRHD)			✓	
931	DISNEY XD HD (DXDHD)			✓	
932	FBS KIDS SPROUT HD (SPRHD)		✓	✓	
933	DISCOVERY FAMILY HD (DFCHD)			✓	
934	MTV2 HD (MTV2HD)			✓	
940	SEC NETWORK HD (SECHD)			✓	Sports
942	ESPNU HD (ESPNUHD)			✓	
943	CBS SPORTS NETWORK HD (CBSSNH)			✓	Sports
944	SEC NETWORK HD (ALT) (SECAHD)			✓	Sports
946	NBA TV HD (NBAHD)			✓	Sports
947	FX HD (FXHD)		✓	✓	
948	FOX SPORTS 2 HD (FS2HD)			✓	
949	OUTDOOR CHANNEL HD (OUTHD2)			✓	Sports
950	NBC SPORTS NETWORK HD (NBCSN)		✓	✓	
952	FXM HD (FXMHD)			✓	
953	HALLMARK MOVIES & MYSTERIES HD (HMMHD)			✓	
956	NAT GEO WILD HD (NGWHD)			✓	
957	FOX SPORTS IN PLUS HD (FSP2HD)		✓	✓	
975	NFL REDZONE HD (NFLRHD)			✓	Sports
982	CRIME & INVESTIGATION HD (CINHD)			✓	
985	YES NETWORK HD (YESHD)			✓	Sports
990	IN DEMAND PPVHD (HD EVENTS) (PPVHD)	✓	✓	✓	
991	PAY-PER-VIEW 1 (IN1)	✓	✓	✓	
992	PAY-PER-VIEW 2 (IN2)	✓	✓	✓	
993	PAY-PER-VIEW 3 (IN3)	✓	✓	✓	
994	PAY-PER-VIEW 4 (IN4)	✓	✓	✓	
995	PAY-PER-VIEW 5 (IN5)	✓	✓	✓	
996	PAY-PER-VIEW 6 (IN6)	✓	✓	✓	
997	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	Preferred	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 (MCRCK)	✓	✓	✓	
1014	MUSIC - METAL (MCMET)	✓	✓	✓	
1015	MUSIC - ALTERNATIVE (MCALT)	✓	✓	✓	
1016	MUSIC - ADULT ALTERNATIVE (MCAAL)			✓	
1017	MUSIC - ROCK HITS (MORHT)	✓	✓	✓	
1018	MUSIC - CLASSIC ROCK (MCCRK)	✓	✓	✓	
1019	MUSIC - SOFT ROCK (MCSRK)	✓	✓	✓	
1020	MUSIC - LOVE SONGS (MLOV)	✓	✓	✓	
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 (MZY2K)	✓	✓	✓	
1027	MUSIC - 60'S (MC60S)	✓	✓	✓	
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 (MCCLC)	✓	✓	✓	
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 (MCRMA)	✓	✓	✓	
1041	MUSIC - SOUNDS OF THE SEASONS (MCSEA)	✓	✓	✓	
1042	MUSIC - STAGE & SCREEN (MCSSC)	✓	✓	✓	
1043	MUSIC - SOUNDSCAPES (MCSSP)	✓	✓	✓	
1044	MUSIC - SMOOTH JAZZ (MCSJZ)	✓	✓	✓	
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 (MCELS)	✓	✓	✓	
1049	MUSIC - EASY LISTENING (MCCMP)	✓	✓	✓	
1050	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(e) 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

Recd. 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, 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 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: _____

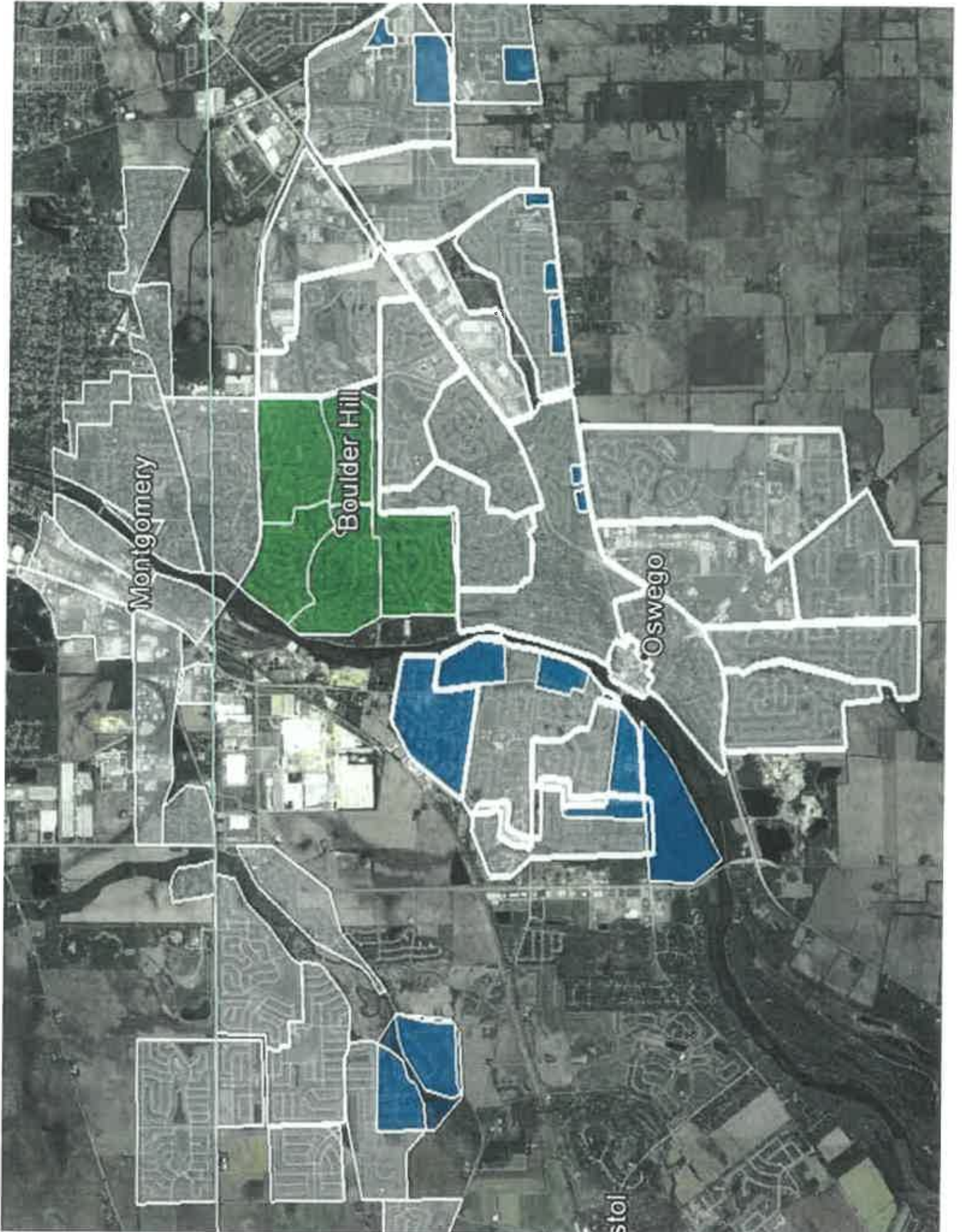
Name: _____

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

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

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-

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.)

**JOB DESCRIPTION FOR:
TECHNOLOGY SERVICES
GIS Analyst**

FLSA: Exempt Non-Exempt

I. Education and Experience:

- A. This position requires 2 or more years GIS experience utilizing ESRI ArcGIS desktop applications.**
- B. Proven history of effective working relationships with co-workers, department managers and staff, and the general public; ability to deal tactfully and courteously with the public and solve problems within scope of responsibility.**
- C. Associates Degree in geography or equivalent work experience**

II. Skills, Knowledge and Abilities:

- A. Knowledge of GIS software, such as ArcGIS desktop suite and ability to perform application support as assigned.**
- B. Knowledge of relational database concepts and skills in creating and maintaining relational databases and linking them with GIS.**
- C. Knowledge of Python, Visual Studio, AML or other GIS related programming language a plus.**
- D. Ability to become familiar with industry specific terminology and symbology.**
- E. Follow detailed oral or written descriptions or instructions.**
- F. Explain and interpret division activities and policies.**
- G. Prepare routine reports and correspondence.**
- H. Establish and maintain cooperative working relationships with those contacted in the course of work.**
- I. Work with diverse populations.**
- J. Represent department with professionalism and confidence.**
- K. Obtain knowledge and learn new skills to enhance job performance and abilities.**

III. Major Duties and Responsibilities

- A. Under supervision, design, create and analyze special products including maps, digital data, reports and statistics.**
- B. Assist in maintaining GIS data including layer development, data conversion and deployment.**
- C. Experience with GPS technology**
- D. Operates variety of office equipment including computer, plotter, scanner, etc.**
- E. Performs other duties as may be assigned**

**JOB DESCRIPTION FOR:
TECHNOLOGY SERVICES
GIS Analyst**

IV. Accountability:

This position reports to the GIS Coordinator. GIS is currently a division of Technology Services

V. Best Practice Guidelines:

Guidelines for this position, but are not limited to, Illinois State Statutes, Federal Regulations and directives, and other governing policies and procedures established by the Kendall County Board. The scope and understanding of this Position shall require a written job description and involves significant interaction with other Government offices.

VI. Physical Demands:

The incumbent will be required to sit at a desk, answer phones; use a computer, The incumbent will be required to lift objects up to 50 lbs. The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

VII. Primary and Secondary Work Station:

Work is performed in a professional non-smoking office. At times he/she will be required to work in areas outside his/her office space, (i.e. conference rooms, board room, office of other employees).

VIII. Category: Information Technology

IX. Salary Range: \$35,000 - \$45,000

X. Last Revision Date: 6/30/2008

XI. Position Assignment:

The person assigned to this position is: Jonathan Oelschlager

Effective:

Employee Signature

Date

Signature of Director

Date

**Cc: Personnel File
Employee**

Kendall County Job Description

TITLE: GIS Analyst
DEPARTMENT: Geographic Information Systems (GIS)
SUPERVISED BY: GIS Coordinator
FLSA STATUS: Non-Exempt
APPROVED: In Process

I. Position Summary:

Utilizes Geographic Information System (GIS) techniques to provide a better understanding of certain variables in a given geographic location. Extracts data from GIS software and uses varying analysis methods to arrive at results. Provides maps and data sets to clients to supplement analysis. Utilizes programming languages to automate repetitious processes, provides technical support for other users and provides feedback/results to staff members of other departments involved in current projects. Knowledgeable of ESRI GIS software and technology and of commonly-used concepts, practices, and procedures within a particular field.

II. Essential Duties and Responsibilities:

- A. Assists coordinator with GIS data including layer development, data conversion and deployment.
- B. Designs, creates and analyzes special products including maps, digital data, reports and statistics, and researches and recommends ways to improve the mapping process.
- C. Imports GIS data from other sources; converts GIS data from one coordinate system to another, and creates other data formats from existing data.
- D. Scans, rectifies, and uses images to create maps for departmental and county use.
- E. Gathers and verifies field data for utilization in mapping applications.
- F. Prepares routine reports, correspondence, updates, and special project maps as required.
- G. Performs other duties and responsibilities as assigned.

III. Qualifications:

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position:

A. Skills, Knowledge and Abilities:

- The ability to present information and communicate effectively both orally and in writing with staff, county officials, law enforcement officials, and the general public.
- Ability to build teamwork, organize, prioritize and perform multiple tasks in a timely manner.
- Operates variety of office equipment including computer, plotter, scanner, etc.
- Ability to become familiar with industry specific terminology and cartographic standards.
- Ability to understand and explain GIS procedures and policies.
- Represents department with professionalism and confidence.

B. Work Standards and Best Practice Guidelines:

- Complies with all applicable state and federal laws and regulations.
- Adheres to all applicable County policies and procedures.
- Commitment to quality results and customer focused.
- Dependable; has integrity and a willingness to learn.
- High degree of professionalism.
- Proven time management skills.
- Obtain knowledge and learn new skills to enhance job performance and abilities.

Kendall County Job Description

- Work with diverse populations.

C. Education and Experience:

- A minimum of an Associate's Degree from an accredited institution or equivalent work experience with 2 or more years GIS experience utilizing ESRI ArcGIS desktop applications is required.
- Knowledge of GIS software, such as ArcGIS desktop suite is preferred.
- Knowledge of relational database concepts and skills in creating and maintaining relational databases and linking them with GIS is preferred.
- Knowledge of Python, Visual Studio, or other GIS related programming language a plus is preferred.

IV. Physical Demands:

While performing the duties of this job, the employee must be able to:

- Frequently sit for long periods of time at desk or in meetings;
- Occasionally lift and/or move up to 40 pounds;
- Use hands to finger, handle, or feel;
- Reach, push and pull with hands and arms;
- Bend over at the waist and reach with hands and arms;
- Talk and hear in person and via use of telephone;
- Specific vision abilities include close and distance vision, depth perception; and
- Travel independently to other County office locations.

V. Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to the following working conditions:

- Inside environmental conditions.
- The noise level in the work environment is usually quiet to moderately quiet.
- Employee may be exposed to stressful situations while working with users, law enforcement, department heads, elected officials, vendors, and the general public.
- Employee may be required to provide own transportation to travel to and from meetings, training, conferences, etc.

By signing my name below, I hereby affirm that I received a copy of this Job description.

Employee Receipt Acknowledgement & Signature

Date

Signature of Supervisor

Date

cc: personnel file, employee

**JOB DESCRIPTION FOR:
TECHNOLOGY SERVICES
Cadastral/GIS System Specialist - Senior
FLSA: Exempt Non-Exempt**

I. Education and Experience:

- A. This position requires 5 or more years as a Cadastral Maintenance Specialist in County Government
- B. Experience related to ArcGIS and related tools are highly desirable.
- C. Proven history of effective working relationships with co-workers, department managers and staff, and the general public; ability to deal tactfully and courteously with the public and solve problems within scope of responsibility.
- D. Certifications in related area
- E. Associates Degree preferred
- F High School diploma or equivalent

II. Skills, Knowledge and Abilities:

- A. Ability to use a CAD/GIS system in creating or updating of maps showing property boundaries, political subdivisions and taxing districts.
- B. Plot maps from legal descriptions, deeds, survey data, tract descriptions and existing maps and utilize a data management computer system.
- C. Read and interpret complex or detailed data, policies or legal descriptions related to title searches and the preparation of cadastral maps.
- D. Make mathematical computations to calculate bearings, distances, areas and closures.
- E. Follow detailed oral or written descriptions or instructions.
- F. Review legal descriptions of real property; to interpret government codes, Legislation or legal provisions relating to cadastral mapping or boundary issues.
- G. Explain and interpret division activities and policies to the general public.
- H. Prepare routine reports and correspondence.
- I. Establish and maintain cooperative working relationships with those contacted in the course of work.
- J. Work with diverse populations.
- K. Represent with department with professionalism and confidence.
- L. Obtain knowledge and learn new skills to enhance job performance and abilities.

III. Major Duties and Responsibilities

- A. Performs routine cadastral mapping duties using a Computer-Aided Drafting/Geographic Information System (CAD/GIS); performs cadastral tasks including the preparation and maintenance of County maps related to property boundaries of various kinds, and performs related work as assigned.
- B. Uses CAD/GIS work station to prepare new maps and revise existing maps to show accurate boundaries, configurations and areas of parcels.

**JOB DESCRIPTION FOR:
TECHNOLOGY SERVICES
Cadastral/GIS System Specialist - Senior**

- C. Interprets legal descriptions, records of surveys, tract and parcel maps, and other related documents; utilizes a data management computer system to retrieve and enter property information.
- D. Records changes in street names and addresses; records and files proposed tract maps and other records as required.
- E. Assists with research for property boundaries and title searches.
- F. Performs area calculations as required using a variety of methods.
- G. Operates variety of office equipment including computer, plotter, scanner, printer, typewriter, copier, calculator, fax machine, drafting tools, etc.
- H. May lead and direct the work of others. A wide degree of creativity and latitude is expected. Typically reports to a manager or head of a unit/department.
- I. Create new and edit existing graphical and tabular data; complete geographical analysis to create complex queries and spatial overlays; implement new data. Interface directly with clients to determine their needs and make recommendations. Perform project lead responsibilities.
- J. Serve as a liaison for the GIS function with other departments.
- H. Performs other duties as may be assigned

IV. Accountability:

This position reports to the GIS Coordinator

V. Best Practice Guidelines:

Guidelines for this position, but are not limited to, Illinois State Statutes, Federal regulations and directives, and other governing policies and procedures established by the Kendall County Board. The scope and understanding of this Position shall require a written job description and involves significant interaction with other Government offices.

VI. Physical Demands:

The incumbent will be required to sit at a desk, answer phones; use a computer, and be required to lift objects up to 20 lbs. The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

VII. Primary and Secondary Work Station:

Work is performed in a professional non-smoking office. At times he/she will be required to work in areas outside his/her office space, (i.e. conference rooms, board room, office of other employees).

**JOB DESCRIPTION FOR:
TECHNOLOGY SERVICES
Cadastral/GIS System Specialist - Senior**

VIII. Category: Information Technology

IX. Salary Range: \$35,000 – \$47,000

X. Last Revision Date: 8/18/10

**XI. Position Assignment:
The person assigned to this position is: Chris Balog**

Effective:

Employee Signature

Date

Signature of Director

Date

**Cc: Personnel File
Employee**

Kendall County Job Description

TITLE: GIS/Cadastral System Specialist - Senior
DEPARTMENT: Geographic Information Systems (GIS)
SUPERVISED BY: GIS Coordinator
FLSA STATUS: Non-Exempt
APPROVED: In Process

I. Position Summary:

To perform comprehensive and complex work in the development, maintenance, and provision of technical support related to production, database maintenance and implementation of Cadastral and Geographic Information System (GIS) projects and maintain related documentation.

II. Essential Duties and Responsibilities:

- A. Performs routine to moderately complex cadastral mapping duties using ESRI GIS core products; computer-aided drafting software utilizing (CAD/GIS) principles.
- B. Performs cadastral tasks including the preparation and maintenance of County maps related to property boundaries of various kinds.
- C. Uses GIS work station to prepare new maps and revise existing maps to show accurate boundaries, configurations and areas of parcels.
- D. Creates new and edits existing graphical and tabular data; complete geographical analysis to create complex queries and spatial overlays; implement new data.
- E. Interfaces directly with clients to determine their needs and make recommendations.
- F. Interprets legal descriptions, records of surveys, tract and parcel maps, and other related documents; utilizes a data management computer system to retrieve and enter property information.
- G. Researches for property boundaries and title verification.
- H. Performs area calculations as required using a variety of methods.
- I. Assures quality objectives and standards are maintained through routine examination of projects, providing verification of data integrity and data distribution.
- J. Serve as a liaison for the GIS function with other County departments and elected offices.
- K. May lead and direct the work of others; a wide degree of creativity and latitude is expected.
- L. Perform project lead responsibilities.
- M. Performs other duties and responsibilities as assigned.

III. Qualifications:

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position:

A. Skills, Knowledge and Abilities:

- Ability to use a GIS system in creating or updating of maps showing property boundaries, political subdivisions and taxing districts for finished intelligence, presentations, publications, and/or web sites.
- Reads and interprets complex or detailed data, policies or legal descriptions related to title searches and the preparation of cadastral maps.
- Knowledge of GIS principles including data types, data layers; basic geographic, analytic, and statistical functions, map projections, geographic coordinate systems, and data formatting.

Kendall County Job Description

- Plot maps from legal descriptions, deeds, survey data, tract descriptions and existing maps and utilize a data management computer system.
- Ability to operate a variety of office equipment including, but not limited to computer, plotter, scanner, printer, typewriter, copier, calculator, fax machine, drafting tools, etc.
- Reviews legal descriptions of real property, and understand and interpret government codes, legislation or legal provisions to cadastral mapping or boundary issues.
- Makes mathematical computations to calculate bearings, distances, areas and closures.
- Explains and interprets division activities and policies to the general public.
- The ability to present information and communicate effectively both orally and in writing with staff, county officials, and the general public.
- Prepares routine reports and correspondence.
- Ability to build teamwork; organizes, prioritizes and performs multiple tasks in a timely manner.
- Works with diverse populations.

B. Work Standards and Best Practice Guidelines:

- Complies with all applicable state and federal laws and regulations.
- Adheres to all applicable County policies and procedures.
- Commitment to quality results and customer focused.
- Dependable; has integrity and a willingness to learn.
- High degree of professionalism. .
- Proven time management skills.

C. Education and Experience:

- A minimum of an Associates Degree or equivalent work experience.
- Five (5) or more years in related GIS fields is required.
- Experience related to ArcGIS and related tools are highly desirable.
- Proven history of effective working relationships with co-workers, department managers, staff, and the general public; ability to deal tactfully and courteously with the public and solve problems within scope of responsibility.
- GIS and Cadastral certifications are preferred.

IV. Physical Demands:

While performing the duties of this job, the employee must be able to:

- Frequently sit for long periods of time at desk or in meetings;
- Occasionally lift and/or move up to 40 pounds;
- Use hands to finger, handle, or feel;
- Reach, push and pull with hands and arms;
- Bend over at the waist and reach with hands and arms;
- Talk and hear in person and via use of telephone;
- Specific vision abilities include close and distance vision, depth perception;
- Travel independently to other County office locations.

V. Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to the following working conditions:

- Inside environmental conditions.
- The noise level in the work environment is usually quiet to moderately quiet.

Kendall County Job Description

- Employee may be exposed to stressful situations while working with users, law enforcement, department heads, elected officials, vendors, and the general public.
- Employee may be required to provide own transportation to travel to and from meetings, training, conferences, etc.

By signing my name below, I hereby affirm that I received a copy of this job description.

Employee Receipt Acknowledgement & Signature

Date

Signature of Supervisor

cc: personnel file, employee

Date

**JOB DESCRIPTION FOR:
TECHNOLOGY SERVICES
GIS Coordinator**

FLSA: X Exempt Non-Exempt

I. Education and Experience:

- A. This position requires five or more years of increasingly responsible experience in the design, development, implementation, and administration of a geographical information system.**
- B. Experience in database administration and implementation related to ArcGIS and enterprise databases is highly desirable.**
- C. Ability to orient employees in the operation of GIS hardware and software; ability to establish and maintain effective working relationships with co-workers, department managers and staff, and the general public; ability to deal tactfully and courteously with the public; ability to analyze a variety of complex working procedures; ability to solve problems within scope of responsibility.**
- D. Excellent written and verbal communication skills are imperative. The ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public is also required.**
- E. Associates Degree**
- F. High School diploma or equivalent**

II. Skills, Knowledge and Abilities:

- A. Knowledgeable of GIS software and technology. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals.**
- B. May lead and direct the work of others. A wide degree of creativity and latitude is expected. Typically reports to a manager or head of a unit/department.**

III. Major Duties and Responsibilities:

- A. The GIS Coordinator is responsible for the overall coordination of Enterprise GIS, ensuring the orderly and technically sound development and operation of the system and that the needs of the stakeholders and users of the Enterprise GIS are adequately met.**
- B. Project management of consultants, vendors, and the staff supporting the implementation.**
- C. Participates in requirements definition and the technical review of database and application designs**
- D. Oversees the technical development and quality assurance of the Enterprise GIS database**
- E. Administers and coordinates the GIS program budget**
- F. Responsible for problem resolution, software and hardware contract maintenance**

**JOB DESCRIPTION FOR:
TECHNOLOGY SERVICES
GIS Coordinator**

- G. Ongoing coordination and monitoring of the users and the Enterprise GIS system**
- H. Coordinates and enforces the Enterprise GIS database standards for content and format, design and maintenance procedures for all user departments**

IV. Accountability:

This position reports to the Director of Technology Services

V. Best Practice Guidelines:

Guidelines for this position, but are not limited to, Illinois State Statutes, Federal regulations and directives, and other governing policies and procedures established by the Kendall County Board. The scope and understanding of this Position shall require a written job description and involves significant interaction with all County Government offices. Availability to provide support outside of normal business hours is expected.

VI. Physical Demands:

The incumbent will be required to sit at a desk, answer phones, use a computer, The incumbent will be required to lift objects up to 75 lbs. The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

VII. Primary and Secondary Work Station:

Work is performed in a professional non-smoking office. At times he/she will be required to work in areas outside his/her office space, (i.e. conference rooms, board room, office of other employees).

VIII. Category: Information Technology

IX. Salary Range: \$55,000 - \$60,000

X. Last Revision Date: 6/13/2006

**JOB DESCRIPTION FOR:
TECHNOLOGY SERVICES
GIS Coordinator**

XI. Position Assignment:
The person assigned to this position is: Don Clayton

Effective:

Employee Signature

Date

Signature of Director

Date

Cc: Personnel File
Employee

Kendall County Job Description

TITLE: GIS Coordinator
DEPARTMENT: Geographic Information Systems (GIS)
SUPERVISED BY: Director of Technology
FLSA STATUS: Exempt
APPROVED: In Process

I. Position Summary:

The GIS Coordinator customarily plans, directs and coordinates the field and office activities of the Kendall County Geographic Information Systems (GIS) Department.

II. Essential Duties and Responsibilities:

A. Primary duties are to supervise, manage and direct the operation and maintenance of the Kendall County GIS Department including, but not limited to the following duties:

1. Responsible for the overall management of Enterprise GIS, ensuring the orderly and technically sound development and operation of the system and that the needs of the stakeholders and users of the Enterprise GIS are adequately met.
2. Assists Technology Services Director with development and management of GIS program budget.
3. Procures project management of consultants, vendors, and staff supporting the GIS department.
4. Directs the definition and the technical review of database(s) and application designs.
5. Manages the technical development and quality assurance of the Enterprise GIS database and coordinates the creation or revisions of existing maps and charts as relative to county and intergovernmental projects.
6. Responsible for problem resolution, software and hardware contract maintenance.
7. Compiles data required for land record map preparation or revision, including aerial photographs, survey notes, records, reports, and original maps to ensure completeness and accuracy.
8. Develops and oversees all public relations for the GIS Department including but not limited to development, administration and maintenance of the GIS Department's website to ensure information is current and accurate.
9. Recommends changes to GIS software, CAD software, hardware, network and database organizations in order to maximize efficiencies for better service to GIS users, which recommendations are given significant weight by the final decision-makers.
10. Serves as the GIS Department's liaison with Kendall County's elected officials, department heads and local community leaders.
11. Issues work orders for necessary maintenance within the GIS Department.

B. Customarily and regularly directs the work of at least two (2) or more full-time employees (or their equivalent) working in the Kendall County GIS Department.

C. Customarily and regularly performs supervisory/management duties at the Kendall County GIS Department including, but not limited to the following:

1. Interviews, selects and trains GIS Department staff.
2. Sets and adjusts employees' hours of work.
3. Provides recommendations regarding the setting and adjusting of employees' rates of pay (within pre-approved budget parameters), which recommendations are given particular weight by the final decision-maker.

Kendall County Job Description

4. Prepares and maintains production and operations records for use in supervision and control of the GIS Department's services.
5. Appraises employees' productivity and efficiency for the purpose of recommending promotions or other changes in status.
6. Handles employee complaints and grievances.
7. Provides recommendations regarding personnel policies and procedures applicable to GIS Department staff, which recommendations are given significant weight by the final decision-maker.
8. Provides recommendations regarding the hiring, firing and discipline of GIS Department staff, which recommendations are given significant weight by the final decision-maker.
9. Apportions the work among GIS Department employees.
10. Plans, organizes, and supervises the activities of GIS Department staff.
11. Develops and implements training program for GIS Department staff.

D. Performs other duties and responsibilities as assigned.

III. **Qualifications:**

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position:

A. **Skills, Knowledge and Abilities:**

- Knowledgeable of GIS software and technology, and familiar with a variety of the field's concepts, practices, and procedures.
- The ability to present information and communicate effectively both orally and in writing with staff, county officials, and the general public.
- Relies on extensive experience and judgment to plan and accomplish goals; a wide degree of creativity and latitude is expected.
- Ability to build teamwork, organizes, prioritize, and perform multiple tasks in a timely manner.
- Ability, skill and knowledge necessary to effectively supervise and manage the GIS Department.
- Ability to deal tactfully and courteously with the public.
- Ability to analyze a variety of complex working procedures.

B. **Work Standards and Best Practice Guidelines:**

- Complies with all applicable state and federal laws and regulations.
- Complies with all applicable County policies and procedures.
- Commitment to quality results and customer focused.
- Dependable; has integrity and a willingness to learn.
- High degree of professionalism.
- Proven time management skills.
- Maintains confidential records including but not limited to personnel records, budget and long term strategy planning records, etc.
- Proficient in MS Products including office SQL, and Window Server.

C. **Education and Experience:**

Kendall County Job Description

- This position requires a minimum of either a Bachelor's Degree from an accredited institution or ten (10) or more years of increasingly responsible experience in the design, development, implementation, and administration of a geographical information system.
- Experience in database administration and implementation related to ArcGIS and enterprise databases is required.
- Proven understanding of land records, legal descriptions, surveys, tract and parcel maps is required.
- Working knowledge of GIS and cartographic standards is required.

IV. Physical Demands:

While performing the duties of this job, the employee must be able to:

- Frequently sit for long periods of time at desk or in meetings;
- Occasionally lift and/or move up to 40 pounds;
- Use hands to finger, handle, or feel;
- Reach, push and pull with hands and arms;
- Bend over at the waist and reach with hands and arms;
- Talk and hear in person and via use of telephone;
- Specific vision abilities include close and distance vision, depth perception;
- Travel independently to other County office locations and to GIS-related business meetings and conferences.

V. Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to the following working conditions:

- Occasionally work outside as required to perform work related tasks.
- The noise level in the work environment is usually quiet to moderately quiet.
- Employee may be exposed to stressful situations while working with users, law enforcement, department heads, elected officials, vendors, and the general public.
- Employee may be required to provide own transportation to travel to and from meetings, training, conferences, etc.

By signing my name below, I hereby affirm that I received a copy of this job description.

Employee Receipt Acknowledgement & Signature

Date

Signature of Supervisor

cc: personnel file, employee

Date