

Ordinances 1991

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ORDINANCE NO. 91-1

AN ORDINANCE REGULATING FRANCHISE, ESTABLISHMENT, CONSTRUCTION, OPERATION AND MAINTENANCE OF A CABLE TELEVISION SYSTEM WITHIN THE COUNTY OF JACKSON, ILLINOIS.

WHEREAS, it is desirable and in the best interests of the people of the County of Jackson to franchise cable television systems within the unincorporated areas of the County of Jackson; and

WHEREAS, cable television systems have been established in the cities of Carbondale, Murphysboro, Grand Tower, Gorham and Vergennes, which may be extended into townships and unincorporated areas adjacent to the cities and serve residents in the unincorporated areas of the County of Jackson; and

WHEREAS, Chapter 34, Section 429.24 and 440 of the Illinois Revised Statutes provide that 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 of 1961, Chapter 24, Section 1-2, Illinois Revised Statutes and further provides that the County Board may pass all ordinances or resolutions and make all rules and regulations proper or necessary to carry into effect the provisions of said Act with such fines or penalties not to exceed a class B misdemeanor; and

WHEREAS, this Ordinance was passed after full, open and public hearing upon prior notice and with opportunity of all interested parties to be heard.

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the County Board of the County of Jackson, Illinois, that the Jackson County Cable Television Ordinance (CATV) shall be as follows:

ARTICLE I: TITLE.

This ordinance may be cited as the "Jackson County Cable Television Ordinance (CATV)", and is passed pursuant to the authority granted in Chapter 34, Sections 429.24 and 440 of the Illinois Revised Statutes, 1979 as amended.

ARTICLE II: DEFINITIONS.

Unless otherwise specified herein, the following terms shall mean:

1. **Board or County Board:** Shall mean the Jackson County Board.

2. **Cable TV (CATV):** "Community Antenna Television System" as used in this Ordinance 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 said service.
3. **Cablecasting:** Programming (exclusive of broadcasting signals) carried on a Community Antenna Television System.
 - a. **Origination Cablecasting:** Programming (exclusive of broadcasting signals) carried on a cable television system over one or more channels, and subject to the exclusive control of the cablecaster.
 - b. **Access Cablecasting:** Services provided by a Community Antenna Television System on its public, educational, local government, or leased channels.
4. **Cablecaster:** Any person, business, association, engaging in the business of Cable TV (CATV).
5. **C.F.R. 76, Title 47, Part 76:** Telecommunications of U.S.C.A. of the Federal Communications Act of 1934.
6. **Channels:**
 - a. **Classes of Cable Television Channels:**
 - 1) Class I is a signalling path provided by a Community Antenna Television System to relay to subscriber terminals television broadcast programs that are received off the air or are obtained by microwave or by direct connection to a television broadcast station.
 - 2) Class II is a signalling path provided by a Community Antenna Television System to deliver to subscriber terminals television signals that are intended for reception by a television broadcast receiver without the use of an auxiliary decoding device and which signals are not involved in a broadcast transmission path.
 - 3) Class III is a signalling path provided by a Community Antenna Television System to deliver to subscriber terminals signals that are intended for reception by equipment other than a television broadcast receiver or by a television broadcast receiver only when used with auxiliary decoding equipment.

- 4) **Class IV** is a signalling path provided by a Community Antenna Television System to transmit signals of any type from a subscriber terminal to another point in the cable television system.
- b. **Municipal Channel:** That channel controlled by a municipality or county, which is specifically designated for local government uses and public service uses.
 - c. **Educational Channel:** A channel which the Cablecasters agree to make available for use during reasonable viewing hours by local educational authorities.
 - d. **Leased Access Channel:** Any channel or portion of a channel available for programming for a fee or charge by person or entities other than the Cablecaster. The fee or charge should be fair, reasonable, and non-discriminatory.
 - e. **Public Access Channel:** That channel controlled by a municipality or county, which is specifically designated for local nongovernmental community uses.
7. **Converter:** An electronic device which converts signals to a frequency free from interference and distortion within the television receiver of a subscriber, and by an appropriate channel selector permits a subscriber to view all delivered signals at designated dial locations.
8. **County Board Cable Television Committee or Commission:** The Entity having the powers and duties set out in Article VII, Section 21 of this Ordinance.
9. **County Unincorporated Franchise Area:** Areas geographically defined by Jackson County as areas within the County of Jackson, but outside the Corporate boundaries of a municipality.
10. **Distribution Line:** A community antenna television coaxial cable that can be either a trunk or feeder line used to distribute the signals throughout the franchise area.
11. **Drop Cable or House Drop:** Coaxial cable connecting each home and/or public buildings to the nearest feeder line of the CATV.
12. **FCC:** The Federal Communications Commission, established by the Communications Act of 1934, as amended, and shall include any successor agency with respect to federal regulation and licensing in connection with the subject matter of this Ordinance.

13. **Feeder Line:** The coaxial cable distribution lines that can be tapped for signal distribution to the various subscribers' homes and/or public buildings.
14. **FM Service:** Broadcast of audio signals only on a standard FM frequency.
15. **Franchise:** Franchise shall mean as set out in Article III.
16. **Franchise/Franchisee:** These terms shall be used interchangeably.
17. **Franchisee:** The Cablecaster which is granted a franchise pursuant to this Ordinance.
18. **Franchise Area:** Geographic area as defined by Jackson County within which the Cablecaster will provide service.
19. **Gross Receipts and Revenues:** This shall mean all of those revenues of the Franchisee attributable to users within the franchise area of the County including, but not limited to, monthly subscriber revenue, advertising revenue, any new local services provided by the Franchisee on its CATV system, including all forms of consideration, including but not limited to initial lump sum payments paid to the Franchisee. All revenue derived directly or indirectly by the Franchisee, its affiliates, subsidiaries, parent organization and any person in the operation of the System, shall be considered revenue. Gross receipts and Revenues shall also include any revenue derived from transmission of any commercial or noncommercial television broadcaster.
20. **Headend:** The antenna and associated signal processing equipment located within the franchise area used to receive commercial and educational broadcast television and FM radio signals and then transmit them along with cablecast features via coaxial cable.
21. **Interconnection and Interface:** See Article IV., Section 11.
22. **Jackson County:** A body politic and corporate, as defined in Illinois Revised Statutes, Ch. 34, Section 30, 1979, as amended.
23. **Local Programming:** Reserved.
24. **Local Signals:** Television signals received at locations which are within 45 miles of the broadcast station's community, or are substantially viewed off the air in the cable television community or as defined by the F.C.C.

25. **Microwave Served:** A cable television system that receives some of its TV signals from a distant antenna location via point-to-point microwave relay.
26. **MSO:** A Multiple System Operation who operates more than one cable television system.
27. **Municipality:** A city, village, or incorporated town in the State of Illinois, but, unless the context otherwise provides, "municipal" or "municipality" does not include a township, town when used as the equivalent of a township, incorporated town which has superseded a civil township, county, school, district, park district, sanitary district, or any other similar governmental district.
28. **Potential Subscriber:** Any person or entity which owns or occupies a dwelling unit where it is reasonable to assume that such persons or entities would subscribe to the services of the System regardless whether some of them have actually refused the services of the System. The meaning of Potential Subscriber given herein shall not be construed as requiring that other persons not coming within that definition may not be considered as Potential Subscribers in any agreement between a Franchisee and the County.
29. **Premium Programming:** Any commercial-free programming, including but not limited to, movies, concerts, variety acts, sporting events and the like for which an additional charge is made.
30. **Programmer:** Any person, firm, corporation, or entity who or which produces or otherwise provides program material for transmission by video, audio, digital, or other signals, either live or from recorded tapes, to subscribers, by means of the cable communications systems.
31. **RFP:** The Request for Proposal is the formal document which sets forth the standards expected by the County and the expectation each potential cable operator will strive to meet in its bid proposal.
32. **Service - Basic and Additional:**
 - a. Basic Service means the simultaneous delivery by the Franchisee to television receivers (or any other suitable type of audiovideo communication receiver) to all subscribers and to all locations in the Franchise Area of:
 - 1) All signals of over the air television broadcasters required of this Ordinance by the Federal Communications Commission (hereinafter FCC) to

be carried by a community antenna television system as defined by the FCC and this Ordinance;

- 2) The channels designated for special purposes by the County Board or its authorized representative;
- 3) Educational Channels;
- 4) Public-Access Channels;
- 5) Lease Channels;
- 6) Local Government Access channel signals;
- 7) The transmission of the Local Origination channel signals;
- 8) The transmission of such other cablecast channel signals as required by the FCC to match the number of broadcast channel signals being transmitted; and
- 9) Additional Service at the option of the Franchisee.

The Basic Service shall include the installation, connection and reconnection of subscriber service outlets. However, pay or subscription television as defined by the FCC shall not be considered part of the basic service.

b. "Additional Services" means such video outlets and the transmission of all Leased/Access Channel signals not including video advertising messages and pay television signals.

33. **Shall:** As used herein means mandatory not directory.

34. **Street and Highways:** Any public way for vehicular travel which has been laid out pursuant to any law of this State or of the Territory of Illinois, or which has been established by dedication, or used by the public as a highway for 15 years, or which has been or may be laid out to connect a subdivision or platted land. The term "highway" includes rights-of-way, bridges, drainage structures, signs, guard rails, protective structures and other structures and appurtenances necessary or convenient for vehicular traffic. A highway in a rural area may be called a "road" while a highway in a municipal area may be called a "street" as set forth in Chapter 121, Div. II, Sec. 2-202, Ill. Rev. Stat., 1979 as amended.

35. **Subscriber:** A purchaser of any service delivered over the CATV System and includes those persons who are not required

to pay any fee because of their exemption by this Ordinance.

36. **System:** Community Antenna Television System as defined in Section 42-22 of the Illinois Municipal Code, and as amended from time to time and Chap. 34, Sec. 429.24 of the Ill. Rev. Stat., 1979, and the Federal Communications Act.
37. **System Facilities:** A system composed of, without limitation, antenna cables, wires, lines, towers, amplifiers, conductors, converters, equipment or facilities designed, constructed or wired for the purpose of producing, receiving, amplifying and distributing by coaxial cable, fiber optics, microwave or other means, audio and/or visual radio, television, electronic or electrical signals to/and from Subscribers.
38. **Television Station/Television Broadcast Station:** Any television broadcast station operating on a channel regularly assigned to its community and any television broadcast station licensed by a foreign government. Provided, however, that a television broadcast station licensed by a foreign government shall not be entitled to assert a claim to carriage or program exclusivity, pursuant to CFR Subpart D or F of Title 47, Part 76, but may otherwise be carried if consistent with FCC rules.
39. **Trunk Line:** A major distribution line used in cable television that is not directly tapped for service to the subscriber.
40. **Two-Way Capability:** The subscriber or any other location shall have the capability to choose whether or not to respond immediately, or by sequential delay by utilizing any type of terminal equipment, by pushbutton code, dial code, meter, voice, video signal or any other means, to any type of electronic signal including but not limited to audio and video, electrically or mechanically produced signal, display and/or interrogation.
41. **Upstream Channel:** A communication signal transmission from a subscriber location "up" through the cable network to the local headend or to another system headend.

ARTICLE III. FRANCHISE GRANT

Section 1. Franchise Grant.

The franchise to be granted by Jackson County pursuant to this Act shall grant to the Grantee, the right, privilege and franchise to construct, operate and maintain a Community Antenna Television System (CATV) in the streets and roads of Jackson County for a period of 10 years, such period to begin upon the acceptance by the Franchise of the grant of franchise

to be awarded subject to conditions and restrictions as hereinafter provided; and further provided that the County Board of Jackson County shall have the right to review such franchise periodically, at such time as the County Board may from time to time elect to do as hereinafter provided.

Section 2. Authority Not Exclusive.

The right to use and occupy said streets, roads and property for the purpose herein set forth shall not be exclusive and Jackson County reserves the right to grant a similar use of said streets, roads, and property to any person, company, corporation, or any other entity, at any time during the period of the franchise issued pursuant to this Act. Nothing in this Ordinance shall be construed as a waiver of the County's right to require any person utilizing the system to secure consent, or other appropriate permission authorizing such use.

ARTICLE IV. PROVISIONS GOVERNING A CERTIFICATE OF FRANCHISE.

Section 3. Authority and Process of Grant.

The County of Jackson may, pursuant to Chap. 34, Sec. 429.24 of the Illinois Revised Statutes, 1979, as amended, grant a franchise to one or several cablecasters within territorial limits designated by the County of Jackson. Said grant of a franchise shall be made only after application and lawful public hearings, and after study of said applications by the appropriate agency or committee has taken place. The selection process of a franchise shall be conducted pursuant to rules, regulations, and procedures to be adopted by the County Board pursuant to a duly constituted Franchise Selection Committee, or other agency, pursuant to the Ordinance or future County Board action. Awards shall be made in conformance with rules and regulations then currently in force by the FCC, and any other applicable Federal, State, or local regulatory agency.

Section 4. Franchise Required; Duration; Exclusivity.

- a. The County may grant a franchise or franchises for the use of the streets, roads and other property within the County for the construction, operation, and maintenance of a CATV System. No system shall be allowed to occupy or use the streets, roads and other property of the County, nor shall any system be allowed to operate without a CATV franchise.
- b. The franchise shall be granted for a term of 15 years. Thereafter the franchise may be renewed, for such a term as the County Board shall determine that, in the opinion of the Jackson County Board, will serve the public interest after

full public hearing(s), and according to the franchise renewal procedure.

Section 5. Procedure to Consider Franchise Renewal.

- a. Thirteen months before expiration of the franchise, the agency or committee designated to regulate Cable TV pursuant to Article IX hereof, or other agency or committee appointed by the Jackson County Board shall review the performance of the franchise.
- b. After giving public notice, the committee or agency shall determine whether the operator has satisfactorily performed his obligations under the franchise and to determine whether the Franchisee's renewal proposal is reasonable to meet the future cable-related community needs and interests. To determine satisfactory performance, the Committee shall consider the Franchisee's annual reports made to the County or the FCC, and provision shall be made for community comment. Industry performance on a national basis shall be considered, as well as:
 1. Technical development and performance of the System;
 2. Programming;
 3. Other services offered;
 4. Cost of service; and
 5. Any other particular requirement set in the ordinance such as the availability of programming equipment and personal aid to channel users.

Any request for renewal submitted hereunder by Franchisee shall include proposals for an upgrade of the cable system.

- ⁽ⁱⁱ⁾ c. A four month period shall be provided to determine the Franchisee's eligibility for renewal.
- d. **Renewal of Grant:** This Grant may be renewed by the County of Jackson for a period as required by the County Board upon the written request of the Franchisee. Such a renewal request must be filed at least twelve (12) but not more than fourteen (14) months, prior to the expiration of the grant. A renewal request may propose modifications in the terms of the Franchisee's grant which shall be considered by the County of Jackson. However, in any case the County of Jackson may upon its own Motion modify the terms of a Franchisee's grant subject to the conditions as provided for in this Ordinance.
- e. Upon receipt of request for a renewal franchise, the County

shall schedule a public hearing on the matter, giving at least thirty (30) days notice of such hearing and any franchise modifications proposed by either the Franchisee or the County. After hearing all evidence, opinions, and/or objections, the County shall then render a decision to renew or not renew the Franchisee's franchise and if such franchise is renewed, whether or not such franchise should be modified in any way. The Franchisee shall file its acceptance of a franchise renewal within thirty (30) days after it is offered by the County. Upon failure to do so, the Franchisee shall be conclusively presumed to have consented to the expiration of its franchise.

- f. In the event the current Franchisee is determined by the Jackson County Board to have performed unsatisfactorily new applicants shall be sought and evaluated by the CATV Committee and a franchise award may be made by the Jackson County Board according to CATV franchising procedures adopted by the Jackson County Board.

Section 6. Renegotiations.

- a. Regular Renegotiation Sessions: The County and the Franchisee shall hold scheduled renegotiation sessions within thirty (30) days of the third, sixth and ninth anniversary dates of the award of the Franchise. All such renegotiation sessions shall be open to the public and announced in a newspaper of general circulation at least five (5) days before the session.
- b. Special Renegotiation Sessions: Special renegotiations sessions may be held at any time during the term of the franchise, provided that both the County and the Franchisee shall mutually agree on the time, the place and the topics to be negotiated. All such renegotiation sessions shall be open to the public and announced in the newspaper of general circulation at least five (5) days before each session.
- c. Topics to be Renegotiated: The following topics shall be discussed at every scheduled renegotiation session:
 - 1. Service rate structure;
 - 2. Free or discounted services;
 - 3. Application of new technologies;
 - 4. System performances;
 - 5. Service provided;
 - 6. Programming offered;

7. Customer complaints;
 8. Privacy in human rights;
 9. Amendments to this Ordinance;
 10. Undergrounding progress;
 11. Judicial and FCC rulings;
 12. Extensions of services.
- d. **Additional Topics:** Topics in addition to those listed above, may be added if agreed upon by both parties. Members of the general public may add topics either by working through the negotiating parties or by presenting a petition to the Jackson County Board. If such a petition bears the valid signatures of fifty or more residents who are 18 years of age or older from within the Franchise Area, the proposed topic or topics shall be added to the list of topics to be discussed at the renegotiation sessions.
- e. During either Franchise Renewal under Section 5 herein, or Renegotiation under Section 6 herein, where there is reasonable evidence, as determined by the Board by specific findings, of inadequate system performance by Franchisee, the Board may, at Franchisee's expense, provide for appropriate testing of the system by an independent firm, in order to determine the adequacy of system performance.

Section 7. Geographical Area Involved.

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- a. The Jackson County Board shall define a particular geographical area in which an individual franchise is to be exercised. Such geographical area will be entirely within an unincorporated area of Jackson County. In the event of an annexation of a particular franchise area, the provisions of Chap. 34, 429.24 of the Ill. Rev. Stat., as amended, shall apply.
 - b. Failure to install Cable Television drop as set forth herein within three months of such request shall constitute a breach of conditions for franchise requirements.
 - c. The County, pursuant to the hearing before the Jackson CATV Commission or other authorized agency on a petition by a Franchisee, may waive the extension of the System Facilities into any part of the franchise area if such an extension would be economically or technologically infeasible.

Section 8. Area of Jurisdiction.

- a. The Ordinance shall apply to all areas of the County which are unincorporated at the time of its enactment or which may become unincorporated thereafter and to all unincorporated areas of any territory that hereafter may be annexed to the County.
- b. The entity which receives the franchise from the County shall be required to extend the Cable Television System and to offer the services of the system to potential subscribers within the franchise area. Further, such service shall be offered to all subdivisions which are hereafter developed within the unincorporated area where there are at least a total of twenty-five (25) residential dwelling units per linear mile of connected cable.
- c. In locations in which the density of residential dwelling units, adverse terrain, or other factors render extension of system and offering of services impracticable or technically infeasible, or create an economic hardship, the County, may, upon petition of the Franchisee, either waive the extension of the system into such areas, or allow the extension and offer of service on such special terms, conditions and provisions as are reasonable and fair to the County, the Franchisee, and the potential subscribers in such areas.

Section 9. Submittal of Map.

The Franchisee shall submit, in addition to the application and proposal for a franchise, a map showing the proposed franchise area and the projected construction completion date. Five original copies of said map shall be furnished to the County.

Section 10. Review of Map Every Three Years.

At three year intervals, beginning the third year after the franchise is awarded, the map referred to in Sec. 9 supra shall be reviewed, and changes in the service areas shall be incorporated by mutual agreement.

ARTICLE V. FRANCHISEE FEE

Section 11. Compensation for Franchise Fee.

As compensation for any franchise granted hereunder, the Franchisee shall pay to the County an annual amount equal to five percent (5%) of the Franchisee's gross receipts and revenues as defined in "Definitions" from all sources attributable to the operations of the Franchisee within the

County Franchise Areas. Such payments are to be payable to the County on or before the fifteenth (15) day of the second month following the end of the quarter. In the event the FCC relinquishes its regulation of Cable Television (CATV) the Franchise Fees shall be subject to renegotiations pursuant to Article IV, Section 6. All funds received pursuant to this subsection shall be deposited into the General Fund of the County.

Section 12. Payment and Statement.

Each payment shall be accompanied by a statement under oath from an official or representative of the Franchisee having the requisite knowledge to make such a statement certifying the Gross Revenue upon which the payment is based. The County reserves the right at any time to increase or decrease this percentage in compliance with applicable law. The Franchisee may, on the effective date of any such increase or decrease, increase or decrease its monthly charges for System services by the amount of such increase or decrease.

Section 13. Delinquent Payments.

Delinquent payments shall bear interest at the rate of one percent (1%) per month with the minimum delinquency being one (1) month's interest charge.

Section 14. Annual Report.

Within ninety (90) days of the end of each fiscal year of the Franchisee, the Franchisee shall file with the County an annual report prepared, certified and audited by an independent certified public accountant, to be selected by the Franchisee and approved by the County, showing the financial status of the Franchisee and the total revenues of the Franchisee from the System for the report period.

Section 15. Termination.

Upon termination of the Grant at the expiration of the term provided thereof or otherwise, the Franchisee shall continue to make the quarterly/yearly statements and certifications and the annual reports as provided in this Article until such time as all payments due the Company under this Ordinance have been paid and accounted for to the reasonable satisfaction of the County.

Section 16. Franchise Fee Subject to FCC Act.

In the event the FCC limits the items to be included in the calculations of the Franchisee Fee, the Franchise Fee may be the subject of negotiations in respect to those items which

are the subject of the FCC Action.

ARTICLE VI. PROGRAMMING

Section 17. General Systems Standards.

- a. The Franchise shall establish, construct, operate and maintain the System in accordance with the highest standards and code of conduct with respect to businesses of size and type like that of the Franchise.
- b. The Franchise, through the System, shall provide effective and efficient service in accordance with all federal and state agencies having regulatory and licensing authority in connection with the System.
- c. The Franchise, through the System, shall provide uniform, strong signals which are free from distortion and interference.
- d. The Franchise shall not interrupt all or any part of the services of the System in the absence of absolute need or emergency circumstances.
- e. The Franchise shall establish, construct, operate and maintain the System, including System facilities, so as to, at all times, meet minimum FCC technical standards, including without limitation, specifications for frequency boundaries, visual carriers, frequency levels, aural carrier frequency levels, channel frequency response, terminal isolation and radiation.
- f. The Franchise shall establish, construct, operate, and maintain the System in accordance with all applicable national, state, and local building and safety codes. In the absence of any otherwise applicable building and safety code, the Franchise shall establish, construct, operate and maintain, the System in accordance with the most recent edition of the National Electrical Safety Code and the National Electrical Code.
- g. Without limiting the provisions of this Ordinance, the Franchise shall establish, construct, operate and maintain the System in accordance with contracts in writing approved by the Jackson County Cable Television Committee and the County Board. The contract, or any modifications thereof, shall be approved by the Jackson County Board, by resolution, with a copy of the contract attached.
- h. The System shall be designed, established, constructed, operated and maintained for 24-hour-a-day continuous operation.

- i. The System shall produce for receipt on subscribers' receivers if same are in good working order, either monochrome or color pictures (providing the receiver is color capable) that are free from any significant interference, distortion, or ghosting which would cause any material degradation of video or audio quality.
- j. In connection with the System the Franchise shall only employ personnel with necessary and sufficient skills and experience or training as such shall relate to their respective jobs and positions.
- k. The Franchise shall not be liable for interruptions in service caused by strikes, war, civil commotion, Acts of God, and other causes beyond the control of the Franchise, except, the Franchise shall abate its service charges during said period of interruption which lasts more than 24 hours.
- l. Cablecaster shall install an AB switch upon request by a subscriber which cost will be paid by the subscriber.

Section 18. Service to Public Buildings .

The Franchisee shall agree to and shall furnish without any installation charge for the initial or first connection or monthly service charge for live connections to all governmental buildings or facilities within the Franchise Area or Areas within 300 feet of Franchisee's existing cable; to all public and parochial elementary, secondary, and college level schools located within the Franchise Area or Franchisee's area; and to any other institutions or nonprofit organizations so designated by the County. Each institution connected by the cablecaster or cablecasters shall be responsible for all internal connecting from such energized connection source.

Section 19. Additional Services Prohibited.

Unless authorized by the County, the Cablecaster shall not offer or provide (and shall not charge for) System Services other than those specifically referenced in this Section or elsewhere in this Ordinance.

ARTICLE VII. REGULATION

Section 20. Continuing Regulatory Jurisdiction.

The County shall have continuing regulatory jurisdiction and supervision over the operation of any franchise granted hereunder and may from time to time adopt such reasonable rules and regulations as it may deem necessary for the conduct of the business contemplated hereunder.

Section 21. Cable Television (CATV) Committee Established.

The continuing regulatory jurisdiction of the County shall be exercised by a County Board Committee or through a commission that the County Board may establish. A committee or commission hereafter established or appointed to exercise the County Board's continuing regulatory jurisdiction shall have the following responsibilities and duties and such other responsibilities and duties that the County Board may assign to it:

- a. To resolve disputes or disagreements among franchises, and between subscribers, public and private users of the System, and the Franchisee. Such action shall only be taken if those involved in such dispute are not first able to resolve their dispute or disagreement without the aid of such committee or commission. Such committee or commission shall adopt such rules as necessary to effect a fair hearing for those in dispute, including cablecaster's decisions and actions under Section 28 hereof. Any party aggrieved by a decision hereunder shall have the right, upon request, to review by the Jackson County Board.
- b. To review and audit all reports and filings submitted to the County as required hereunder and such other correspondence as may be submitted to the County concerning the operation of the Cable Television System.
- c. To review the rules and regulations set by the Franchisee pursuant to the provisions of Article VII.
- d. To assure that all tariffs, rates and rules pertinent to the operation of Cable Television in the Jackson County area are made available for inspection by the public at reasonable hours and upon reasonable request.
- e. To act in any capacity in which the County may participate in Countywide Programming and recommending any changes to the County Board.
- f. To advise the County Board on applications for franchises, unless the County Board shall otherwise provide for the

handling of this function.

- g. To advise the County Board on matters which might constitute grounds for revocation of the franchise in accordance with this Ordinance.
- h. To advise the County Board on regulation of rates in accordance with this Ordinance. Such advice shall be in the form of a written report to the County Board. The Committee shall hold rate review proceedings in conformance with Article VIII of this Ordinance.
- i. To coordinate the Franchisee's local programming services for best use of public facilities and channels of the System.
- j. To advise the County Board regarding general policy relating the services provided subscribers and the operations and use of public channels, with a view to maximizing the diversity of programs and services to subscribers. The use of public channels shall be allocated on a first come, first serve basis, subject to limitations on monopolization of System time or prime time.

Section 22. Option to Form Regulatory Entity.

The County Board may, at its sole option, determine that the functions of the Committee referred to in Secs. 21 & 22 of this Article entitled "Continued Regulatory Jurisdiction", should be carried out by the Cable Television Committee or Commission which shall be known or otherwise denominated by the County Board and be organized and function in the following manner.

Section 23. Members and Terms.

The County Board Chairman, with the advice and consent of the County Board, may appoint five (5) members to the Commission, who are County residents, that shall reflect the "diverse" population of the County, as such term is determined by the County Board. Each member shall serve for a single three year term. Initial terms shall be for one (1), two (2), and three (3) years, determined by lots as follows: one member shall serve for one (1) year; two members shall serve for two (2) years; and two members shall serve for three (3) years. Any vacancy in the office shall be filled by the County Board for the remainder of the term. No employee or person with ownership interest in a Cable Television franchise granted pursuant to this Ordinance shall be eligible for membership on the Commission. The members of the Commission shall elect a chairman of the Commission from among their membership at the first meeting of the Commission after all initial appointments have been made, and he shall serve for one (1)

year. A chairman shall thereafter be elected for a one (1) year term each year at the first meeting after new appointments to the Commission have been made.

Section 24. Action by the Commission.

Any action of the Commission shall require the concurrence of three (3) members.

Section 25. Time of Meeting.

All meetings of the Commission shall be held at the call of its chairman or at the call of the County Board and shall be at such times or places within the County as the Commission or the County Board shall determine unless otherwise required by this Ordinance.

Section 26. Duties.

The Commission shall keep other duties as the County Board may delegate to it.

Section 27. Hearings.

A Franchise shall ensure that all subscribers, programmers and members of the general public have recourse to a satisfactory hearing of any complaint.

Section 28. Complaint Procedure.

The County shall work closely with a Franchisee and members of the public, to establish procedures for handling and settling complaints. A Franchisee shall present to the County, no later than six (6) months after the effective date of its franchise, a set of rules, regulations, and procedures, concerning the handling and settling of complaints.

- a. The Cablecaster shall establish, operate and maintain a business office and agent for the purpose of receiving inquiries, requests and complaints concerning all aspects of the establishment, construction, maintenance, and operation of the System and the payment of Subscribers service charges. The office shall have a listed telephone and shall be open during reasonable business hours. In the event such business office is not located within this County, then the Cablecaster shall maintain an agent or representative within the Counties contiguous to this County, including Randolph, Perry, Franklin, Williamson, Johnson and Union Counties, which agent shall be accessible to such inquiries, requests and complaints as aforementioned through contact with the business office of said Cablecaster.

- b. The Cablecaster shall respond to and resolve Subscribers' complaints or requests for service in connection with repairs and maintenance and malfunctions of System Facilities. The Cablecaster shall respond as soon as possible on such complaints or requests.
- c. The Cablecaster shall maintain a repair and troubleshooting force capable of responding to subscriber complaints or requests for service within twenty-four (24) hours after receipt of the complaint or request. No direct charge shall be made to the subscriber for this service.
- d. The Cablecaster shall in writing furnish to Subscribers at the time they connect to the System information concerning procedures for making inquiries, requests and complaints about the System. The information shall at least include names, addresses, and telephone numbers of the business office and agent. The Cablecaster shall provide such information as will reasonably permit Subscribers to effectively submit inquiries, requests and complaints and to obtain satisfactory resolution or handling in connection therewith, especially in connection with the quality of the Company's delivery of Services.
- e. The Cablecaster shall keep full records in connection with all inquiries, complaints and requests in connection with the System. Minimally, such records shall identify the person in contact, the subject matter of the contact and the resolution of the matter in question or the action taken by the Company in connection with the contact. The Cablecaster shall make these records available to the County for inspection within three days of receipt of written requests from the County.
- f. The Cablecaster shall annually conduct a subscriber survey in order to determine subscriber satisfaction with the established complaint procedure. The Cablecaster shall make the returned surveys available to the County, either with the annual report under Section 14 herein or at other such time as convenient to the Cablecaster. The results of such survey shall be considered by the County in determining renewal or renegotiation under Article IV herein. Such subscriber survey may be provided to subscribers by the Cablecaster by either attaching same to its bill for services or by incorporating same directly on its bill for services, provided Cablecaster provides adequate space on the billing statement or attachment for subscriber to complete said survey.

- g. The Cablecaster shall conduct a subscriber survey in order to determine preferences for existing programming and available but not offered programming, every two years. The Cablecaster shall publish the results of such survey in a newspaper of general circulation and shall provide a report of same to the County. Such subscriber survey may be provided to subscribers by the Cablecaster by either attaching same to its bill for services or by incorporating same directly on its bill for services, provided Cablecaster provides adequate space on the billing statement or attachment for subscriber to complete said survey.

ARTICLE VIII. RATES

Section 29. Nature of Rates.

The rates for cable television services charged to potential subscribers in the unincorporated area shall not be greater than rates charged for comparable service to any subscribers by the Franchisee elsewhere in Jackson County.

Section 30. Schedule of Rates.

A Franchisee shall annually file with the County Board, a full schedule of all subscriber and user rates for Basic Services and Additional Services, and all other charges made in connection with the System. Any special rates for large institutions, motels, multiple family dwelling units, and every other type of subscribers shall be included.

Section 31. Regulation of Rates.

It is the policy of the County not to regulate rates charged by a Franchisee for any of its services. However, the County expressly reserves the right to regulate the Franchisee's rates to the extent permitted by law. At the time of each hearing conducted pursuant to Article IV, the County shall consider whether to regulate rates. This Ordinance shall be amended to provide for appropriate standards and hearings in order that such rates may be fairly and equitably determined. Each franchise granted hereunder shall be subject to the County's right to amend this Ordinance for the purpose stated in this Article.

Section 32. Right to be Heard.

All interested persons shall be entitled to be heard at any such proceedings. Such right shall be exercised at the sole discretion of the County.

ARTICLE IX. TERMINATION OF SERVICE

Section 33. Termination Procedure.

Upon written request for termination of the System Service by a Subscriber, the Franchisee shall, without charge, terminate such service within thirty (30) days of receipt of such request. Following the third day after receipt of such request, charges to a subscriber for the month in which termination of System Service was requested shall be abated pro rata for each day remaining in such month.

ARTICLE X. TERMINATION OF FRANCHISE

Section 34. County Right to Terminate Grant.

In addition to all other rights, powers, or remedies pertaining to the County in connection with this Ordinance or otherwise, the County reserves the right to terminate, cancel, and revoke the Franchise and all rights and privileges of the Franchise under this Ordinance if any of the following events shall occur and be continuing:

- a. The Franchisee does not pay any portion of the fee for the franchise when due.
- b. Any material representation or warranty made by the Franchisee in connection with the Grant proves to have been false in any material respect when made.
- c. The Franchisee violates any other covenant, agreement or condition of the Grant and such violation shall not have been cured within such reasonable period as may have been granted to the Franchisee by the County Authorities pursuant to the provision of this Article.
- d. The Franchisee applies to any tribunal for the appointment of a trustee or receiver of any substantial part of the assets of the Franchisee, or commences any proceedings relating to the Franchisee under any bankruptcy, reorganization arrangement, insolvency, readjustment of debt, dissolution or other liquidation law of any jurisdiction, or any such application is filed, or any such proceeding is commenced, against the Franchisee, and the Franchisee indicates its

approval, consent or acquiescence, or an order entered appointing such trustee or receiver or adjudicating the Franchisee bankrupt or insolvent, or approving the petition in any such proceeding, and such order remains in effect for sixty (60) days.

- e. Any order is entered in any proceeding against the Franchisee decreeing the dissolution or split-up of the Franchisee and such order remains in effect for sixty (60) days.
- f. A failure by the Franchisee to provide or maintain in full force and effect the liability and indemnification coverage or the bond as required herein.
- g. Frequent violations of the Franchisee of any orders or rulings of any regulatory body having jurisdiction over the Franchisee relative to its franchise.
- h. The Franchisee's complete cessation of services for any reason within the control of the Franchisee over the System facilities. However, the Franchisee shall not be declared at fault or subject to any sanction under any provision of this Ordinance in any case in which performance of any such provision is prevented for reasons of strikes, war, civil commotions, Acts of God, or other causes beyond the control of Franchisee. Causes beyond control shall not include proceedings set forth in this Article X. Fault shall not be deemed to be beyond the Franchisee's control if committed by a corporation or other business entity in which the Franchisee holds a controlling interest, whether held directly or indirectly.
- i. The Franchisee attempts to evade any of the provisions of this Ordinance or practices any fraud or deceit upon the County or upon subscribers.
- j. The Franchisee fails to establish, construct or operate the System substantially in compliance with the schedule in Article XVII of this Ordinance, with due consideration to be given to the nature and cause of any delays.

Section 35. Procedures Prior to Revocation.

If it appears to the County Board Cable Television Committee or other designated committee or agency hereinafter referred to as "CTC" that by reason of one or more causes specified in Section 34, paragraphs (a) through (c) and (f) through (j) inclusive, grounds exist for revoking the Franchisee's grant, the following procedures shall then be followed:

- a. The CTC may make a written demand that the Franchisee comply with the requirements, limitations, term conditions, rules,

or regulations. The CTC or other designated committee or agency shall provide the County Board and the Franchisee with a copy of each such written demand.

- b. If the failure, refusal or neglect of the Franchisee continues for a period of thirty (30) days following such written demand, the CTC may place a request for revocation of the franchise upon the next regular meeting of the County Board.
- c. With or without compliance with the foregoing procedure, the CTC may cause to be served upon the Franchisee reasonable notice in writing of its intent to request a revocation of the Franchisee's grant. Such notice shall state the time and place of the meeting and shall be published by the County Clerk at least once during the four-day period preceding the meeting of the County and the Franchisee, in a newspaper of general circulation within the County.
- d. The CTC shall consider the request for revocation and shall hear any persons interested therein, and shall determine, in its discretion, whether or not any failure, refusal or neglect of the Franchisee was with just cause.
- e. If the failure, refusal or neglect by the Franchisee to follow any rule or regulation was with just cause, the CTC shall direct the Franchisee to comply with such rules or regulations within such time and manner, and upon such terms and conditions, as are reasonable.
- f. If the CTC shall determine that such failure, refusal or neglect by the Franchisee was without just cause, then the CTC may recommend to the County Board that the Grant of the Franchisee shall be revoked and terminated and the bond forfeited.
- g. If the County Board shall determine such failure, refusal or neglect to follow any rule or regulation by the Franchisee was without just cause, the County Board may, by resolution, declare that the franchise of such Franchisee is revoked and forfeited unless there be compliance by the Franchisee within such period as the County Board may fix.

Section 36. Revocation with Reasonable Notice.

Cancellation and revocation of the Grant by reason of cause specified in Section 34 and 35 of this Article X shall be solely in the discretion of the County upon reasonable notice to the Franchisee.

Section 37. Effective Date of Revocation.

Revocation of the Grant shall be effective no earlier than six

(6) months after the effective date of the Ordinance providing for such revocation. During such six month period, the Limits of the County under the supervision of the CTC and in conformance with all ordinances, rules, regulations, policies, and procedures of the County. At its sole option, the County may allow the Franchisee to transfer or assign the Franchise or the System Facilities according to the provisions of Article XXI of this Ordinance rather than requiring the Franchisee to remove the System and System Facilities as described herein.

Section 38. Lesser Sanctions.

As an alternative, the County, at its sole option, may fine the Franchisee for violations of any of the provisions of this Ordinance according to the following schedule.

- a. Failure to file required documents, applications or reports, with the County, or any other organization having jurisdiction over the Franchisee's operation....\$50.00 per day or any part thereof.
- b. Refusing to allow County inspection of Franchisee records....\$100.00 per day or any part thereof.
- c. Implementation of service charges without prior County approval....\$500.00 per day or any part thereof.
- d. Failure to complete construction according to the schedule defined herein....\$200.00 per day or any part thereof.
- e. Failure to conform to any other Article, Provision, Clause, or Phrase of this Ordinance....\$75.00 per day or any part thereof.
- f. Fines levied against the Franchisee shall be collected from the performance bond defined in Article XVIII. In the event that said performance bond is allowed to expire according to the provision of Article XVIII, the County may, if the Franchisee fails to pay said fines, pursue its claims in a court of competent jurisdiction, and/or seek a revocation of the Franchisee's grant according to the provisions of Article X herein.

Section 39. Continuation of Service.

In the period between expiration, cancellation or termination of the franchise and the transfer of the cable system pursuant to Article X herein, the Franchisee shall continue to provide service to the public as if its franchise were still in effect. The Franchisee shall act as a trustee for its

successor in interest and provide an accounting for net earnings or losses during such an interim period.

ARTICLE XI. RECORDS.

Section 40. Maintenance of Records.

All financial records of the Franchisee with respect to Subscribers, Subscriber Revenue, plant and equipment costs associated with System Facilities shall be maintained as though the System were a separate segment of business enterprise with the Franchisee's operation.

Section 41. Right of Inspection.

The County shall have the right, upon reasonable notice to the Franchisee and at reasonable times, hours, dates and frequency, to inspect all or any of the Franchisee's records, documents, and engineering records and documents of every kind in connection with the grant, the System, the System Facilities, and the Franchisee's undertakings with respect to this Ordinance. The Franchisee shall fully cooperate in allowing the County to conduct such inspections. Such records shall be held in an office of the Franchisee which shall be located in Jackson County.

Section 42. Filing of Governmental Documents.

Unless otherwise directed by the County, the Franchisee shall simultaneously file with the County a copy of all petitions, applications, reports and communications filed or submitted by the Franchisee with the Securities and Exchange Commission, the FCC and any other governmental entity or agency having jurisdiction with respect to any matter affecting the System, System Facilities, or the Franchisee's undertakings with respect to this Ordinance. The County may, as an alternative hereto, elect to undertake a right of inspection of such documents at Franchisee's place of business.

Section 43. Filing of Maps and Plans.

At least ten (10) days prior to construction of any part of the System or System Facilities upon the public right-of-way, the Franchisee shall file with the Jackson County Board six (6) copies of all strand maps, which shall accurately show the nature of the proposed construction or improvements. Upon completion of such construction, the Franchisee shall submit to the Jackson County Board six (6) "AS BUILT" plans which shall show existing public or private utility structures and other improvements.

Section 44. Filing of Monthly Reports.

During the initial construction of the System, the Franchisee shall file with the CTC monthly reports on the first day of each month until "construction completion" is reached. Thereafter, the Franchisee shall file with the County a semiannual report for the period preceding January 1 and July 1 of each year until the second year after the System is fully constructed and serving Subscribers. Such reports shall include information concerning the number of Subscribers, the areas of the County in which construction is completed, the areas of the County in which construction is under contract but is not completed, together with a projected completion date for construction in such areas, and such other information as may from time to time be requested by the CTC.

Section 45. County Filing Requirements.

At the time of filing its annual report pursuant to Article V, Section 14 hereof, the Franchisee shall file with the CTC the following:

- a. A list of its general partners, and all limited partners owning directly or indirectly five percent (5%) or more interest in the partnership; or if a corporation, it shall file a current list of all its directors, officers and shareholders owning directly or indirectly five percent (5%) or more of the stock.
- b. A statement under oath from an official or representative of the Franchisee having the requisite knowledge to make such statement declaring the Franchisee has not during the preceding year, defaulted on any obligation of the Franchisee.

Section 46. Filing of Rules and Regulations.

The Franchisee shall from time to time as promulgated file with CTC copies of all current rules, regulations, terms and conditions established or imposed by Franchisee in connection with the establishment, construction, operation and maintenance of the System.

ARTICLE XII. REPRESENTATIONS BY THE FRANCHISEE

Section 47. Confirmation of Representation.

For purposes of this Article the term "principal of any partner" shall mean any limited partner owning directly or indirectly five percent (5%) or more interest in the

partnership; or if a partner is a corporation, each and every Director, Officer, and Shareholder owning directly or indirectly five percent (5%) or more of the stock of such corporation. For purposes of this Article, the term "Principal Stockholder" shall mean each and every one of, Officers, and Shareholders owning either directly or indirectly five percent (5%) or more of the stock of the Franchisee of a corporation. Except for circumstances which have been disclosed by the Franchisee in writing to the County prior to adoption of this Ordinance, on accepting the Grant, the Franchisee represents and warrants to the best of Franchisee's knowledge with respect to the Franchisee as follows:

- a. No general partner, any principal of any partner, or principal stockholder has ever been convicted of a crime involving moral turpitude or is presently under indictment charging such a crime.
- b. No general partner, any principal of any partner, or principal stockholder has ever been punished or censured in any jurisdiction by a court or an administrative agency for any violation or attempted violation of any law, rule or order relating to cable television operations.
- c. No general partner, any principal of any partner, or principal stockholder has ever personally filed for or been principal or officer of any company, business, partnership or corporation which was filed for bankruptcy.
- d. Representations made by the Franchisee in its documents submitted to the County required in this Ordinance, dated _____, 19____, are true, correct and complete in all material respects.
- e. The Franchisee is not a party to any pending or threatened litigation in any court of law or proceeding by the Securities and Exchange Commission, the FCC or any other governmental body in which any franchise held by the Franchisee is challenged.
- f. The Franchisee has never held a franchise which was revoked.
- g. The Franchisee has never been held by a court of law to be in breach of any contract in connection with a cable television franchise held by the Franchisee.
- h. That the Franchisee is in compliance with all applicable laws and regulations concerning the offer and sale of its respective securities.
- i. Franchisee, its successors and assigns, shall disclose to the

County in writing, from time to time any circumstances which may render any of the representations made herein untrue in any material respect.

- j. That the Franchisee and its principal officers shall submit and file a statement of economic interest pursuant to the Illinois Governmental Ethics Act.
- k. The applicant for a Grant shall subscribe and swear to the following affidavit:

1. Anti-Collusion Affidavit;

The following affidavit is submitted by Applicant as a part of this proposal:

The undersigned deponent, of lawful age, being duly sworn, upon his/her oath deposes and says: That he/she has lawful authority to execute the within and foregoing proposal; that he/she has executed the same by subscribing his/her name hereto under oath for and on behalf of said applicant; that applicant has not directly or indirectly entered into any agreement except as may be fully disclosed in its proposal, express or implied, with any other applicant, having for its object the controlling of the fees or terms of such proposal or proposals, the limiting of the proposals or the applicants, that he/she has not and will not divulge the sealed proposal to any person whomsoever, except those having a partnership or other financial interest with him/her in said proposal or proposals, until after the said sealed proposal or proposals are opened by the County of Jackson.

Deponent further states that the applicant has not been a party to any collusion with any Jackson County Official or employee or agent representative as to quantity, quality, or price in the prospective franchise agreement; or in any discussions between applicants and any Jackson County Official concerning exchange of money or other things of value for special consideration in the granting of a franchise; that the applicant has not paid, given or donated or agreed to pay, give or donate to any officer or employee of Jackson County any money or other thing of value, either directly or indirectly, in the procuring of the grant of franchise pursuant to this proposal.

Signed _____
(Applicant)

By _____

Title _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 19____.

NOTARY PUBLIC

2. Affidavit.

COUNTY OF _____

Before me, the undersigned authority, a Notary Public in and for the County of Jackson personally appeared _____ who, being duly sworn according to law deposes and says that he/she is _____ (state title; position) for _____ and that as such he/she is authorized to make this Affidavit and submit the attached application to the County of Jackson on applicant's behalf; that the averments of facts contained in the application which constitutes an offer by _____ (name of applicant) to the County of Jackson to install and operate a cable communications system in the County, which are within his/her personal knowledge are true, and as to those based upon information he/she received from others, he/she believes them to be true; and further, that he/she is authorized on behalf of _____ (name of applicant) and does consent to any investigation or inquiry by the release of such information, it being his/her understanding that all of the facts or representations in the application are to be subject to the strictest scrutiny.

(For Applicant)

SUBSCRIBED AND SWORN to
before me this _____ day
of _____, 19____.

Notary Public
My commission expires:

ARTICLE XIII. PUBLIC, EDUCATIONAL, AND MUNICIPAL CONNECTIONS

Section 48. Free Service to Public Buildings.

The Franchisee shall have the obligation referred to hereinbefore in Section 18 hereof and additionally, from time to time throughout the term of the Grant at the direction of the County, and under the same requirements of Section 18, shall provide such a connection to the System For Basic Subscriber Services to the County in one such connection to such new governmental buildings or facilities within the Franchise area or areas as described in Section 18.

Section 49. Programming.

The System shall carry premium programming.

ARTICLE XIV. PERFORMANCE MONITORING

Section 50. Regulations.

Except to the extent to which the FCC has preempted the field of performance monitoring, the following rules shall apply to the Franchisee:

- a. The performance of each System Facilities for which a grant is awarded hereunder with respect to the standards set forth in Article VI shall be monitored in accordance with this Section 51.
- b. Test procedures used in verification of the performance criteria set forth herein, if not as set forth in Par. 2, Subpart 1, of the FCC Rules and Regulations, shall be in accordance with good engineering practice and shall be fully described in an attachment to the annual report filed with the County.
- c. To the extent that the report of measurements as required above may be combined with any reports of measurements required by the FCC or other regulatory agencies, the County shall accept such combined reports, provided that all standards and measurements herein or hereafter established by the County are satisfied.
- d. Not later than thirteen (13) months after any new or substantially rebuilt portion of the System Facilities is made available for service to subscribers or within such lesser period of time as may be required by the FCC from time to time, technical performance tests shall be conducted by the

Franchisee to demonstrate full compliance with the Technical Standards of the FCC, or the County. Such tests shall be performed by or under the supervision of a qualified registered professional engineer with proper training or experience. A copy of the report shall be submitted to the County describing test results, instrumentation, calibration, and test procedures and the qualifications of the engineer responsible for the test.

- e. The County may require additional tests on the basis of complaints received or other evidence indicating an unresolved controversy or significant noncompliance, and such tests will be limited to the particular matter in controversy. The County will endeavor to so arrange its requirements for such additional tests so as to minimize hardship or inconvenience to the Franchisee or to the Subscriber.
- f. Should any test of the System Facilities determine that said facilities are incapable of meeting the technical performance standards of the FCC or any other governmental body with regulatory authority over the System, or in their absence, any technical performance standards, of the FCC or any other governmental body with regulatory authority over the System, or in the cable industry, the Franchisee shall replace said facilities with facilities which will meet said technical standards within ninety (90) days of the test results.

ARTICLE XV. USE OF STREETS, POLE ATTACHMENTS

Section 51. Location of Structures.

All transmission and distribution structures, lines and equipment erected by the Franchisee within the franchise territory shall be so located as to cause minimum interference with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any of the said streets, alleys, or other public ways and places.

Section 52. Expense of Replacement or Restoration.

In case of disturbance of any street, County sidewalk, alley, public way, or paved area, the Franchisee shall, at its own cost and expense and in a manner approved by the County Board or County Superintendent of Highways, or lawful highway authority replace and restore such street, sidewalk, alley, public way, or paved area in as good condition as before the work involving such disturbance was done.

Section 53. Relocation of Structures.

If at any time during the period of the franchise any duly authorized highway authority shall lawfully elect to alter or change the grade of any street, County sidewalk, alley or other public way, the Franchisee, upon reasonable notice by such authority, shall remove, relay and relocate its poles, wires, cables, underground conduits, manholes, and other fixtures at its own expense.

Section 54. Compliance with Highway Authority.

Any poles or other fixtures placed in any public way by the Franchisee shall be placed in such manner as to comply with all requirements of the County or Superintendent of Highways, or other lawful authority.

Section 55. Temporary Removal.

The Franchisee shall, on the request of any person holding a building moving permit issued by the County, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal or raising or lowering of wires shall be paid by the person requesting the same, and the Franchisee shall have the authority to require such payment in advance. The Franchisee shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary wire changes.

Section 56. Authority to Maintain Trees.

The Franchisee shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks, and public ways, and places within the franchise territory so as to prevent the branches of such trees from coming in contact with the wires and cables of the Franchisee, except that at the option of the County or other duly authorized highway authority, such trimming may be done by it or under its supervision and direction at the expense of the Franchisee.

Section 57. Underground Cables.

In all sections of the franchise territory where the cables, wires, or other like facilities are placed underground, the Franchisee shall place its cables, wires or other like facilities underground to the maximum extent that existing technology reasonably permits the Franchisee to do.

Section 58. Erection, Removal and Common Uses of Poles.

- a. No poles or other wire-holding structures shall be erected by the Franchisee without prior approval of the Board or

delegated agency with regard to location, height type, and any other pertinent aspect. However, no location of any pole or wire-holding structures of the Franchisee shall be a vested interest and such poles and structures shall be removed or modified by the Franchisee at its own expense whenever the Board determines that the public convenience would be enhanced thereby.

- b. Where poles or other wire-holding structures already exist for use in serving the County and are available for use by the Franchisee, but the franchise does not make arrangements for such use, the Board may require the Franchisee to use such poles and structures if it determines that the public convenience would be enhanced thereby and the terms of the use available to the Franchisee are just and reasonable.
- c. Where the County or public utility serving the County desires to make use of the poles or other wire-holding structures of the Franchisee, but agreement thereof with the Franchisee cannot be reached, the County Board may require the Franchisee to permit such use for such consideration and upon such terms as the County Board shall determine to be just and reasonable, if the County Board determines that the use would enhance the public convenience and would not unduly interfere with the Franchisee's operations. This provision shall not apply to wire-holding structures under jurisdiction of the County.
- d. All uses made of public right-of-way or easement by a franchise shall be within the purpose of such and shall not infringe upon any properly existing use. Further, a Franchisee shall at its own expense and cost relocate or protect its systems and facilities or any portion thereof as reasonably directed by the County as may be necessary for the construction, repair, and maintenance of any public works or improvements.
- e. The Franchisee will conform to the requirements of the following provisions of an act to revise and modify the laws relating to public highways and to repeal certain acts therein, Ch. 121, Art. 9, Sec. 113, of the Illinois Revised Statutes, 1979, as amended, which reads as follows:

No ditches, drains, track, rail poles, wire pipelines or other equipment or any public utility company, municipal corporation or other public or private corporation, association or person shall be located, placed or constructed upon or along any highway, or upon any township or district road, other than a highway or road within a municipality without first obtaining the written consent of the appropriate highway authority as hereinafter provided for in this

Section.

Upon receipt of a petition therefore, consent to so use a highway may be granted subject to such terms and conditions not inconsistent with this Code as the highway deems for the best interest of the public. The petitioner shall pay to the owners of property abutting upon the affected highways established as though by common law plat all damages the owners may sustain by reason of such use of the highway, such damages to be ascertained and paid in the manner provided by law for the exercise of the right of eminent domain.

Such consent shall be granted by the Department in the case of State Highway; by the County Board in the case of a County Highway; by either the Highway Commissioners or the County Superintendent of Highway in the case of a township or district road, provided that if consent is granted by the Commissioner, the petition shall be filed with the Commissioner at least 30 days prior to the proposed date of the beginning of construction, and that if written consent is not given by the Commission within 30 days after receipt of the petition, the applicant may make written application to the County Superintendent of Highways for consent to the construction. This Section does not vitiate, extend or otherwise affect any consent granted in accordance with law prior to the effective date of this Code to so use any highway.

The above requirement shall apply to any property within County jurisdiction.

- f. The County will not be responsible or have a duty of obtaining consent, licenses, permission or easements where the County has no jurisdiction or authority to grant such consent, licenses, permissions, or easements.

ARTICLE XVI. GOVERNMENTAL APPROVALS, LICENSES AND PERMITS

Section 59. Registration with FCC.

The Franchisee shall register the Grant with the FCC within thirty (30) days of the date of the franchise.

Section 60. Other Registrations and Permits.

The Franchisee shall apply for all necessary federal, state

and local governmental permits, licenses, and other required authorizations in connection with the establishment, construction, operation, and maintenance of the System and the System Facilities within sixty (60) days of the effective date hereof.

No system shall be constructed, nor any system construction commenced unless all such permits, licenses and authorizations are included. The permits, licenses and other authorizations include those which are within the jurisdiction of any County Board Committee. A granting of a franchise shall not include a grant of any County permit, license or authorization, except the franchise itself.

ARTICLE XVII. CONSTRUCTION TIMETABLE

Section 61. Commencement of Operations.

The Franchisee shall commence operation within eighteen (18) months of the effective date of franchise. Operations shall be considered commenced with the bona fide transmission of amplification of television signals on a regular basis to all eligible residential subscribers. Subsequently, upon the reasonable request for service by any person located within the franchise area and within 300 feet of existing services, the Franchisee shall, within 30 days, furnish the requested service to such person.

ARTICLE XVIII. PERFORMANCE BOND

Section 62. Furnishing of Performance Bond.

The Franchisee shall furnish to the County a performance bond issued by a bonding company acceptable to the County which bond shall be in an amount determined by multiplying the number of subscribers in the franchise area by the unit cost of rendering service to each. The bond shall be conditioned upon the faithful performance by the Franchisee of its obligations under this Ordinance and the franchise, including timely compliance with the Construction Schedule set forth in Article XVII of this Ordinance. The Franchisee may, at its option, and in lieu of a performance bond as set forth previously herein, establish a cash fund in an amount and upon such terms as have been previously authorized by the Cable Television Committee.

ARTICLE XIX. COMPLIANCE WITH LOCAL, STATE & FEDERAL JURISDICTION

Section 63. Construction, Operation & Maintenance.

The Franchisee shall establish, construct, operate and maintain the System in the strict compliance with all applicable laws, ordinances, rules and regulations of the County and any other governmental body having jurisdiction over operation of the System.

Section 64. Notification of Conflicts.

If any state or federal law, rule or regulation conflicts with the provisions or terms of this Ordinance, the Franchisee shall give prompt notice to the County of the conflict and the County shall agree to negotiate with the Franchisee in good faith with respect to such amendments as may be required to bring this Ordinance into conformity with applicable law; provided, however, that failure of the County to agree to amend any provision of this Ordinance, in the absence of a declaration of its invalidity by a court of law, shall not be in violation of the provisions of this paragraph.

ARTICLE XX. TERM OF THE FRANCHISE

Section 65. Effective Date.

The Franchise shall take effect and be in full force and effect from and after acceptance by the Franchisee as provided in Article IV, Section 4 hereof, and the same shall continue in full force and effect until _____.

Section 66. Three-Year Review.

On or about the third, sixth and ninth anniversaries of the effective date of the grant, and in conjunction with renegotiations under Article IV, Section 6 hereof, the County Authorities shall schedule and hold a special public meeting or meetings with the Franchisee to review its performance. In particular, the County may inquire whether the Franchisee is supplying a level and variety of services equivalent to those being generally offered at that time in the industry in comparable market situations. The Franchisee shall make available to the County, if required by the County, such records, documents and information which are relevant to such meeting and inquiry.

ARTICLE XXI. ASSIGNMENT OR TRANSFER

Section 67. County Approval Required.

The Franchisee shall not sell or transfer its franchise or Systems Facilities to another, other than a parent company or wholly owned subsidiary of Franchisee, nor transfer any rights under this Franchise to another, except as security for monies borrowed, without the prior written consent of the Cable Television Committee, which such written consent shall not be unreasonably withheld, provided the transferee meets the character, financial and experience criteria established by the Federal Communications Commission and the Cable Television Committee. Neither this Section nor any other section of this Ordinance shall preclude the assignment of rights in the System by the company for the purpose of financing. The Cable Television Committee may require reasonable conditions in connection with any such sale, assignment or transfer.

Section 68. Right to Inquire as to Prospective Controlling Party.

The Franchisee operating under this Ordinance shall not be permitted to sell, lease, sublease, transfer, or otherwise change working control of the franchise herein granted without prior written consent of the Jackson County Board. For the purpose of determining whether it shall consent to such change, transfer or acquisition of control, the Jackson County Board may inquire as to the prospective controlling party. The Franchisee shall assist the Jackson County Board in any such inquiry. If the Jackson County Board does not schedule a hearing on the matter within sixty (60) days after notice of the change or proposed change and the filing of a petition requesting its consent, it shall be deemed to have consented. In the event the Jackson County Board adopts a resolution denying its consent and such change, transfer, or acquisition of control has been effected the Jackson County Board may terminate the franchise, and Section 90 shall apply.

Section 69. Assignment Shall Not be a Waiver of Rights.

The consent or approval of the Jackson County Board to any assignment lease, transfer, sublease, or mortgage of the franchise granted to the Franchisee shall not constitute a waiver or release of the rights of the County in and to the streets or highways used by the franchise.

Section 70. Renegotiation.

The County shall have the option of renegotiating all terms of the franchise prior to the County's consent, if any, in regard to any assignment, sale, transfer or other change of ownership of the franchise.

Section 71. Foreclosure - Receivership.

- a. Upon the FORECLOSURE or other judicial sale of all or a substantial part of the System, or upon the termination of any lease covering all or a substantial part of the System, the Franchisee shall notify the Board of such fact. Such notification shall be treated as a notification that a change in control of the Franchisee has taken place, and the provision of Article XXIV of this Ordinance, governing the consent of the Board to such change in control of the Franchisee, shall apply.
- b. RECEIVERSHIP: The Board shall have the right to cancel this franchise one hundred and twenty (120) days after the appointment of a receiver, or trustee, to take over and conduct the business of the Franchisee, whether in receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred and twenty (120) days, or unless:
 1. Within one hundred and twenty (120) days after his election or appointment, such receiver or trustee shall have fully complied with all the provisions of this Ordinance and remedied all defaults thereunder; and
 2. Such receiver or trustee, within one hundred and twenty (120) days shall have executed an agreement, duly approved by a Court of competent jurisdiction, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Ordinance and the Certificate granted to the Franchisee.

ARTICLE XXII. AUTOMATIC AMENDMENTS AND SEVERABILITY

Section 72. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Federal or State court or administration or governmental agency of competent jurisdiction, specifically the Federal Communications Commission, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof, which shall be applied and construed as reasonably as possible in the absence of the invalidated provision.

ARTICLE XXIII. EQUAL OPPORTUNITY EMPLOYER

Section 73. Provisions.

The Franchisee hereby agrees that it will not refuse to hire or employ, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin or sex and will comply with the FCC requirements relating to employment.

ARTICLE XXIV. ACKNOWLEDGEMENTS AND ACCEPTANCE

Section 74. Acknowledgements by the Franchisee.

The Franchisee expressly acknowledges the following:

- a. That in accepting the Grant, it did so relying upon its own investigation and understanding of the power and authority of the County in connections with the System and this Ordinance. By the acceptance of the Grant, the Franchisee agrees that it will not at any time allege in any claim or proceeding by it against the County that any provision, condition or term of this Ordinance is unreasonable or arbitrary, or that, at the time of acceptance of this Ordinance by the Franchisees, any such provision, condition, or term was void or that the County had no power or authority to make or enforce any such provisions, condition, or term.
- b. The Franchisee by acceptance of the Grant, acknowledges that it has not been induced to enter into the Grant by any understanding, or promise or other statement not expressed herein, whether oral or written, concerning any term or condition of the Grant regardless of whether such statement was made by or on behalf of the County.
- c. The Franchisee further acknowledges by acceptance of the Grant, that it has carefully read the terms and conditions of this Ordinance and is willing to and does accept all reasonable risks related to the possible interpretation of the provisions, terms and conditions herein.
- d. Execution of Acceptance - In the event the Franchisee shall accept the Grant to establish, construct, operate and maintain the System in accordance with and pursuant to the provisions, terms, and conditions of this Ordinance, the Franchisee shall execute within thirty (30) days of the date of passage of this Ordinance an acceptance in substantially the form as follows:

ACCEPTANCE OF COUNTY CABLE TELEVISION FRANCHISE

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that _____, the _____ of _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed and delivered the said instrument as _____ free and voluntary act and the free and voluntary act of _____ and that _____ personally known to me as the same person whose name is subscribed to the foregoing instrument as a witness thereto appeared before me this day in person and acknowledged that _____ signed the said instrument as a witness to the signature of _____ thereto.

Given under my hand and Notarial Seal, this _____ day of _____, 19_____.

NOTARY PUBLIC

Section 75. Additional Filing.

Together with the acceptance referred to in the preceding Section 99 the Franchisee shall file an affidavit on a form satisfactory to the County which states:

- a. Franchisee is duly organized and existing as a corporation or limited partnership under the laws of the State of Illinois.
- b. All general and limited partners, officers, directors, and stockholders owning five (5) percent or more of all outstanding shares of stock of the Franchisee have been properly identified by the Franchisee in representations made by it in connection with acceptance of the Grant.
- c. All necessary action to authorize execution and delivery of said acceptance has been taken on behalf of the Franchisee, and
- d. Upon delivery of said acceptance the Grant will be a legally binding obligation of the Franchisee.

Section 76. Consent to Service of Process.

Concurrently with filing the acceptance referred to in this Article, and from time to time hereafter the Franchisee shall obtain from each general partner, officer, and director of the franchise and file with the County a consent to service of

process in the State of Illinois.

Section 77. Acceptance by Assignee.

Any person to whom the Franchisee proposes to transfer or assign the Grant pursuant to the provisions of Article XXI hereof, shall, prior to approval of such transfer or assignment by the County, execute an acceptance of the terms and conditions of the Grant in substantially the form set forth in Article XXIV of this Ordinance.

ARTICLE XXV. RESERVATION OF RIGHTS

Section 78. Enforcement of Ordinances.

The right is hereby reserved to the County to amend this ordinance and adopt and enforce, in addition to the terms, conditions and provisions contained in this Ordinance and in otherwise existing applicable ordinance, such additional ordinances, rules and regulations as it shall find necessary in the exercise of its common law and statutory powers; provided, that such ordinances, rules and regulations shall be reasonable.

Section 79. Right of Inspection.

In addition to the specific rights of inspection otherwise provided for in this Ordinance, the County shall also have the right to make such inspections as it shall find necessary to insure compliance with the terms, provisions and conditions of this Ordinance and other relevant provisions of law.

Section 80. Intervention in Suits, Actions, or Proceedings.

The County reserves to itself the right to intervene in any suit, action, or proceeding involving any provisions of this Ordinance.

Section 81. Rights and Remedies are Cumulative.

The rights and remedies reserved to the parties by this Ordinance are cumulative and shall not add or subtract from any other rights or remedies which they may have with respect to the subject matter of this Ordinance, and waiver thereof at any time shall not effect any other time.

ARTICLE XXVI. LIABILITY, INSURANCE AND INDEMNITY

Section 82. Liability Insurance and Indemnity.

The Franchisee hereby agrees to indemnify and hold harmless the County and each of its officers and employees from and against any and all losses, claims, damages, expenses or liabilities, joint or several, to which they or any of them may become subject, and, except as hereinafter provided, to reimburse each of them for any legal or other expenses reasonably incurred in connection with investigating or defending any actions (whether or not resulting in any final and unappealable adjudication of liability), arising directly or indirectly but of or from the actions of the Franchisee, or any of its employees, agents, or independent contractors in the establishment, construction, expiration or maintenance of the System or System Facilities or in the execution or performance of any of their duties or functions contemplated under the provisions of this Ordinance. As promptly as practicable after receipt by the County of notice of the commencement of any action subject to indemnification under this Article, and, in no event, later than ten (10) business days after receipt by the County if notice of such claim or five (5) days before answer to such claim is due, whichever is earlier, the County will notify the Franchisee of the commencement thereof, provided that the failure to so notify the Franchisee will not relieve the Franchisee from any liability that it may have by law to the County or any other party otherwise than under the indemnity provisions of this Article and will not release the Franchisee from its obligation to indemnify the County and any other indemnified party as provided herein unless the Franchisee is thereby prejudiced in its ability to defend the said claim or demand. In case any such action is brought against the County or any of the other indemnified parties and notice thereof is given to the Franchisee, the Franchisee will be entitled to participate in and to assume defense thereof with counsel approved by the County. If the Franchisee shall not employ counsel approved by the County to assume defense of any such action, or if the County shall reasonably conclude that there may be defenses available that are different from or in addition to those defenses available to the Franchisee (and in either such case, the Franchisee shall not have the right to direct defense of such action on behalf of the County), legal and other expenses, including expenses incurred in connection with any appeal, incurred by the County or such indemnified party shall be borne by the Franchisee.

Section 83. Liabilities Covered by the Cablecaster.

Liabilities subject to indemnification under this Article shall include, without limitation, liabilities or claims of

liability with respect to property damage, personal injury, invasions of the right of privacy, or defamation of any person, the violation or infringement of any copyright, trademark, trade name, service mark or patent, or of any other right of any person, and further includes failure of the Cablecaster to comply with the provisions of any federal, state, or local statute, ordinance, rule, or regulation applicable to the Cablecaster in connection with this Ordinance including any violations of N.S.C.A., Sec. 1983. The Cablecaster shall not be liable for consequential damages resulting from interruptions in service caused by strikes, war, civil commotion, Acts of God, and other causes beyond the control of the Cablecaster.

Section 84. Insurance Carrier.

The Cablecaster shall, at its sole expense, procure and provide the following insurance from insurers licensed to do business in the State of Illinois carrying a rating of A + AAAAA in the most recent publication of Best's Insurance Guide and approved by the County:

- a. Insurance against all risk of physical damage or loss to the System and System Facilities, which are customary in the cable television industry. Said insurance shall be in an amount and upon such terms as will provide for the adjustment of all losses based upon the full replacement cost of the System and System Facilities covered by said insurance.
- b. Insurance to pay on behalf of the Cablecaster and the County and its officers, employees and agents, any sums which they shall be legally obligated to pay as damages because of bodily injury, including death, personal injury or property damage, caused by an occurrence during the policy period, occurring on, arising out of or in any way related to the System and System Facilities or the construction, repair or maintenance thereof. Said insurance shall provide limits of liability of not less than \$3,000,000.00 per occurrence and shall include coverage for:
 1. The completed operations and products hazards;
 2. Property in the care, custody and control of the Cablecaster or the County or its officers, employees or agents;
 3. Contractual liability, specifically recognizing and covering the indemnification provisions of this Ordinance; and
 4. Cablecaster's errors and omissions coverage if same is available in the insurance market.

With respect to the County, said insurance shall provide that any provision of any contract of insurance or other risk protection benefit purchased by the County to the contrary notwithstanding, the insurance provided by the Cablecaster shall be primary, and any other insurance or benefit shall be in excess thereof.

- c. Worker's Compensation Insurance, as provided for by statute, and Employer's Liability Insurance with limits of liability of not less than \$500,000.00. The Cablecaster shall, in addition, provide insurance (which shall not contribute with any insurance or other benefit purchased by the County) to protect the County, its officers, employees and agents against any liability for Worker's Compensation benefits or costs associated with defending against a claim therefore by any person (except an actual direct employee of the County) arising out of or in any way related to the System or System Facilities.
- d. Comprehensive Automobile Liability Insurance to the extent of \$1,000,000.00 per occurrence against liability for bodily injury including death and to the extent of \$1,000,000.00 per occurrence against liability for damage to property including loss of use occurring on, arising out of, or in any way related to the System.
- e. The Franchisee shall keep the System and System Facilities insured to the full insurable value of the System Facilities (with reasonable deductible provisions) against loss or damage by fire and lightning with uniform standard extended coverage endorsement, limited only as may be provided in the standard form of extended coverage endorsement at the time in use in the State of Illinois.
- f. During any period of construction, adequate coverage to meet liability under the Illinois Structural Work Act.

Section 85. Filing of Policies with the County.

The Cablecaster shall file with the County certified copies of all insurance policies. All such policies shall provide that they shall not be cancelled except upon sixty (60) days prior written notice by registered mail to the County. Policies referred to in Section 104, Section 105, and Section 107 of this Article shall name the County as an additional insured. In the event of the failure of the Cablecaster to provide certified copies of any of the foregoing insurance policies, or in the event of their cancellation, the County shall have the right, but not the obligation, to procure such insurance and the cost thereof shall be paid by the Cablecaster.

Section 86. Responsibilities of Cablecaster: Insurance.

The Cablecaster shall, at all times and at its sole expense, take any necessary action (including but not limited to, the payment of premiums when due, modification of the System and System Facilities, and the providing of any reports, appraisals or other documents) in order to assure that said insurance remains in full force and effect and fully collectible.

ARTICLE XXVII. APPLICANT SELECTION PROCESS

Section 87. Procedure.

All applicants for a franchise shall conform to the following procedure and complete submitted information on the forms required below and copies of forms shall be considered a part of this Ordinance:

- a. Name;
- b. Address;
- c. Telephone Number;
- d. Authority of person submitting;
- e. Application and do so on behalf of applications;
- f. Oath and penalty.

Section 88. Requirements.

The County Board may, prior to granting a franchise promulgate a document entitled "Requirements for a Request for Proposal" which will set forth information helpful to the County on selecting cable operations which will operate a CATV in the best interest of the public interest.

Section 89. County Franchise Grant.

The County may further require prior to considering a franchise grant, detailed application forms substantially as attached hereto and revised to apply to a County Franchise Grant.

Section 90. Financial Ability.

The County Board may require a franchise applicant to demonstrate immediate financial ability to commence and complete its duties under the franchise.

ARTICLE XXVIII. MISCELLANEOUS

Section 91. Obscenity.

Transmission by Franchisee of programming or material which may be considered obscene shall be regulated or controlled pursuant to the applicable provisions of the Cable Communications Act of 1984 or any subsequent Federal legislation pertaining to such subject matter.

Section 92. Services to be Equally Available.

The Grantee shall not, as to rates, charges, services, rules, regulations, or in any other respect, make or grant any preference or advantage to any person or subject any person to any prejudice or disadvantage. This provision shall not be deemed to prohibit promotional campaigns to stimulate subscription to the network or other legitimate uses thereof; nor shall it be deemed to prohibit the establishment of a graduated scale of charges and classified rate schedules to which any customer coming within such classification shall be entitled, provided, such schedules have been filed with the County as provided in Article VIII, nor shall it be deemed to prohibit the furnishing of service without charge or at a reduced charge to the locations specified in Article VIII.

Section 93. Fairness of Accessibility.

The entire network of the Grantee shall be operated in a manner consistent with the principles of fairness and equal accessibility of its facilities, equipment, channels, studios, and other services to all citizens, businesses, public agencies or other entities having a legitimate use for the network. No one shall be arbitrarily excluded from its use. Allocation of the use of said facilities shall be made according to the rules or decisions of the Grantee and any regulatory agencies affecting the same.

Section 94. Subscribers' Antenna.

Grantee is expressly prohibited from requiring the removal or from offering to remove or to provide any inducements for removal of any potential or existing subscribers' antenna as a condition for provision of service by the Grantee.

Section 95. Sale or Service of TV Receivers.

During the period of the franchise, neither the Grantee nor any of its affiliated subsidiary or parent organizations officers or directors or stockholders holding ten (10) percent or more of the outstanding stock of the Grantee shall, within the corporate limits of the County or within ten miles in any direction, directly or indirectly, engaged in the retail sale, rental or repair of radio or television receivers, nor require, encourage or recommend to any Subscriber to purchase, rent, or lease radios or television sets at any specific business which rents, leases or sells radios or television sets, or to utilize the services of any special television or radio service business, for the repair or maintenance of the Subscribers' receivers, either radio or television, wherever located.

Section 96. Use of Data from Subscriber.

A Grantee shall not initiate or use any form, procedure, or device for procuring information or data from cable subscribers' premises by use of the cable system, without prior valid written authorization from each subscriber so affected or as set out below in Section 97. Valid authorization shall mean written approval from the subscriber for a period of time not to exceed one (1) year and shall not have been obtained from the subscriber as a condition of service. Further, it shall be unlawful for a Grantee, without such authorization, to activate and/or utilize any "Class IV Cable Television Channel" in any manner from the subscribers' premises. In any case, the subscriber shall have the right and opportunity to deactivate the return path from his premises.

Section 97. Identifying Subscribers.

The County or a Grantee shall not, without prior valid written authorization from each subscriber so affected, provide any data identifying subscribers' names or addresses to the County or any other party except as may be required by Federal or State Law.

Section 98. Procurement of Information.

It shall be unlawful for any firm, person, group, company, corporation, governmental body or agency to procure information or data from cable subscribers' premises by use of the cable system without prior written authorization from each subscriber so affected. Valid authorization shall mean written approval from a subscriber for a period of time not to exceed one (1) year and shall not have been obtained as a condition of any other binding agreement.

JUN 21 1991

ORDINANCE NO. 91-5

AN ORDINANCE PROVIDING FOR REAPPORTIONMENT OF JACKSON COUNTY, AND THE COMPOSITION AND SALARY OF THE JACKSON COUNTY BOARD

Robert B. Howard
COUNTY CLERK
JACKSON COUNTY CLERK'S OFFICE

WHEREAS, the County of Jackson is a county having a population of less than 3,000,000 inhabitants and the township form of government; and

WHEREAS, Chapter 34, Sec. 2-3002 et seq., Illinois Revised Statutes provides that the county board shall by July 1, 1971 and each 10 years thereafter reapportion its county so that each member of the county board represents the same number of inhabitants; and

WHEREAS, the above cited statutes require that the county board determine the size of the county board, the districts from which members are elected, their salary, how a chairman is elected, the number of members elected, the number of members per district and how terms of office are determined;

NOW, THEREFORE BE IT ORDAINED by the Jackson County Board as follows:

1. All prior ordinances, resolutions, and motions adopted by the Jackson County Board pertaining to any matters or subjects herein are hereby repealed as of the effective date of this ordinance.

2. Definitions as used in this ordinance: The following words shall have the meanings indicated:

a. Board means the Jackson County Board.

b. District means a county board district as established by this ordinance.

c. Member of Board Members means a person elected to serve on the county board.

3. The size of the Board shall be fourteen (14) members.

4. The Board members shall be elected from seven (7) Districts.

5. Two Board Members shall be elected from each of the seven (7) Districts.

6. The Chairman of the Board shall be a member of the Board and shall be elected by majority vote of the Board Members with a term of office which shall be two (2) years to commence on the first Monday of the month following the month in which members of the Board are elected.

7. The salary to be paid to Board Members shall be computed on a per diem basis and the amount of that salary shall be \$25.00.

8. The Board Members elected in 1992 shall determine by lot which Members shall serve for two (2) year terms and which for four (4) year terms. Their successors shall be elected to a four (4) year term. All terms shall commence on the first Monday of the month following the month of election.

9. In making the determination by lot as to which Members shall serve for two (2) and which for four (4) year terms, the Board shall provide the drawing of lots in such a manner as to insure that in each district one Member will draw a two (2) year term and one Member will draw a four (4) year term.

10. The seven (7) Districts from which Board Members are to be

centerline of Lincoln Drive if extended, thence Southwesterly following said centerline to the centerline of Douglas Drive, thence following said centerline Southwesterly and Northwesterly around Campus Lake to the centerline of the Road referred to as the Poultry Farm Rd., thence Westerly following said centerline to the centerline of McLafferty Road, thence North following said centerline to the centerline of West Chautauqua St., thence Westerly following said centerline to the center of Little Crab Orchard Creek, thence Northerly following the meandering of the Creek to the point of beginning.

DISTRICT 7: Shall be contained within the boundaries of: Commencing at the point of Intersection of the center of I.C.G.R.R. and the centerline of New Rt. 13, thence Easterly to the centerline of Lewis Lane, thence Southerly following said centerline to the centerline of Old Rt. 13 (also E. Walnut Street), thence Easterly following said centerline to the Jackson and Williamson County line, thence Southerly following said line to the SE corner of Section 36 T9S R1W, thence West to the center of I.C.G.R.R., thence North following said center to the centerline of Pleasant Hill Road, thence Easterly following said centerline to the centerline of Wall St., thence Northerly following said centerline to the centerline of Freeman St., thence West following said centerline, if extended, to center of the I.C.G.R.R., thence Northerly following said center to the point of beginning.

11. The attached map of Jackson County represents the District boundary lines and is incorporated by reference and adopted as part of this ordinance.

12. The invalidity of any provision, clause, or part of this ordinance shall not effect the validity of the other provisions, clauses, or parts and the provisions of the ordinance are declared to be severable.

13. This ordinance shall take effect on July 1, 1991.

Adopted this 20TH day of June, 1991.

D. Blaney Miller
D. Blaney Miller, Chairman
Jackson County Board

ATTEST:

Robert B. Harrell
Robert B. Harrell, County Clerk & Recorder

the centerline of Harrison Ave., thence Easterly following said centerline to the East line of the NW 1/4 of Section 34 T8S R2W, thence Southerly along said East line to the centerline of Illinois Rt. 149, thence Northeasterly following said centerline to the East Township line of T8S R2W, thence Southerly along Township line to SE corner Section 36 T8S R2W, thence Westerly along the South Township line of T8S R2W to center of Big Muddy River, thence following meandering of River to center of South 20th St., thence Northerly along center line of 20th St. to centerline of Commercial Ave., thence Westerly to centerline of South 21st St., thence Northerly to centerline of Walnut St., thence Westerly along centerline of Walnut St. if extended to the Big Muddy River, thence Northwesterly with meandering of river to West line of Section 6 T9S R2W, thence Northerly along West Township lines of T9S R2W and T8S R2W to point of beginning.

DISTRICT 4: Shall be contained within the boundaries of: Commencing at a point in the center of the Big Muddy River on the North line of T9S R2W and T9S R1W to East line of Jackson County, thence Southerly to Old Rt. 13, thence Southwesterly along the center line of Old Rt. 13 to the centerline of Lewis Lane, thence North to centerline of New Rt. 13, thence Westerly to the centerline of Old Rt. 13 (murphysboro Road), thence West and Northwesterly on the centerline of Old Rt. 13 (Murphysboro Road) to the center of the Big Muddy River, thence Northeasterly along said centerline to the North township line of T9S R2W said point being the point of beginning.

DISTRICT 5: Shall be contained within the boundaries of: Commence at the centerline intersection of Old Rt. 13 and Rt. 127 South, thence Southeasterly following the centerline of Old Rt. 13 to the centerline of New Rt. 13, thence Southeasterly following the centerline of New Rt. 13 to center of Little Crab Orchard Creek to centerline of West Chautauqua St., thence Easterly following said centerline to the centerline of McLafferty Rd., thence Southerly following said centerline to the centerline of the road referred to the Poultry Farm Rd., thence Easterly following said centerline to centerline of Douglas Drive, thence following said centerline Southeasterly and Northeasterly around Campus Lake to the centerline of Lincoln Drive, thence Northeasterly following said centerline if extended to Center of Illinois Central Gulf Railroad, thence North following center of R.R. to the centerline of Freeman St., if extended, thence Easterly following said centerline to the centerline of Wall St., thence Southerly following said centerline to the centerline of Pleasant Hill Rd., thence West following said centerline to the center of I.C.G.R.R., thence Southerly following said center to the South Township line of T9S R1W, thence Westerly following said line to the centerline of Rt. 127, thence following said centerline Northerly to point of beginning.

DISTRICT 6: Shall be contained within the boundaries of: Commencing at the point of intersection of the center of Little Crab Orchard Creek and the centerline of New Rt. 13, thence following said centerline Easterly to the center of I.C.G.R.R., thence Southerly following said center to the

elected are described and numbered as follows:

DISTRICT 1: Shall be contained within the boundaries of: Commence at NE corner of Section 1 T7S R5W, thence Easterly along Jackson - Perry and Jackson - Franklin County lines to the NE corner Section 1 T7S R1W, thence South along the Jackson - Franklin and Jackson - Williamson County lines to the SE corner of Section 36 T8S R1W, thence Westerly to the SW corner of Section 31 T8S R1W, thence Northerly to the centerline of Illinois Rt. 149, thence Southwesterly following said centerline to the West line of NE 1/4 of Section 34 T8S R2W, thence Northerly along said West line to the centerline of Harrison Ave., thence Westerly following said centerline to the centerline of Rts. 13 and 127, thence Northerly following said centerline to the centerline of Township Road 189 (Harrison Road), thence Westerly following said centerline to the SW corner of NW 1/4 of Section 30 T8S R2W, thence South along West lines of Section 30 & 31 to the SW corner of Section 31 T8S R2W said point also being the SE corner Section 36 T8S R3W, thence Westerly along Township line to the SW corner Section 31 T8S R3W, thence Northerly along West line of the Township to the NW corner of Section 6 T8S R3W, thence Westerly along Township line to the SW corner of Section 31 T7S R4W said point also being the SE corner of Section 36 T7S R5W, thence continue West along Township line to the Jackson - Randolph County line, thence North Easterly along said county line to the point of beginning.

DISTRICT 2: Shall be contained within the boundaries of: Commence at a point where the North line of Section 3 T8S R5W intersects the Jackson and Randolph County line, thence Southerly along the Jackson - Randolph and Jackson - Perry County lines to the Big Muddy River said point being in Section 11 T11S R4W, thence Easterly and Northerly following the meandering of the River to a point on the South line of T10S R3W, thence Easterly to the SE corner of Jackson County, thence Northerly along the Jackson - Williamson County line to the Northeast corner of Section 1 T10S R1W, thence Westerly along township line to NW corner of Section 6 T10S R1W continue West to Centerline of Ill. Rt. 127, thence North along said Centerline to the center of Big Muddy River, thence Southwesterly along the center of Big Muddy River to Center line of 20th Street, thence Northeasterly along Centerline to Centerline of Commercial Ave., thence Westerly to the Centerline of 21st St., thence Northerly along said Centerline to the Centerline of Walnut St., thence Westerly along Walnut St. if extended to Center of Big Muddy River, thence Northwesterly along center of River to West line of T9S R2W, thence North along said line to the NE corner of Section 1 T9S R3W, thence west along North line of T9S R3W to the SE corner of Section 36 T8S R4W, thence Northerly along East line of said Township to the NE corner of Section 1 T8S R4W, thence Westerly along Township lines to point of beginning.

DISTRICT 3: Shall be contained within the boundaries of: Commence at NW corner of SW 1/4 of Section 30 T8S R2W said point also being on the West Township line, thence Easterly along centerline of Township Road 189 (Harrison Road) to the centerline of Routes 13 & 127, thence Southerly following said centerline to

ORDINANCE NO. 91-4

ORDINANCE CONCERNING APPLICATION
FOR A REGIONAL POLLUTION CONTROL FACILITY

NOW THEREFORE, BE IT ORDAINED by the Jackson County Board as follows:

SECTION 1. AUTHORITY. Pursuant to the provisions of the Environmental Protection Act, Illinois Revised Statutes, 1989, Chapter 11 1/2, Section 1001 et seq., the County of Jackson shall require applicants for a Regional Pollution Control Facility or applicants for site approval to modify the development of an existing facility to comply with the rules and regulations set forth hereinafter.

SECTION 2. APPLICATION. An application for a Regional Pollution Control Facility or an application to modify the development of an existing facility shall consist of an Application Package including a Petition and other attachments as set forth in the paragraphs hereinbelow and shall be filed in the Office of the Jackson County Clerk. A minimum of twelve (12) complete copies of the Application Package shall be filed simultaneously. A copy of the Application Package shall be maintained for public inspection at the Office of the Jackson County Clerk and copies may be obtained upon the payment of the actual cost of reproduction to the Jackson County Clerk.

SECTION 3. PETITION. Each application shall be supported by a written petition which sets forth the following:

- A. The identification of the applicant and owner, and if the proposed site is owned in trust, the beneficiaries;
- B. If the applicant is a private corporation, the names and ownership interest of the shareholders and the officers;
- C. The legal description of the proposed site;
- D. A description of the proposed facility, its operation and the expected longevity thereof;
- E. The geographic area to be served by the proposed facility and a statement of the needs of such geographic area of such a facility;
- F. A list of the existing Regional Pollution Control facilities within the area proposed to be served and, with respect to each facility, the following information shall be provided; location, size, owner, and/or operator, type of pollution control facility, remaining capacity, probable life of the facility, and the types of waste it receives;
- G. The expected types, amounts and methods of treatment or storage of all wastes proposed for the site and the origin of these wastes;
- H. A description of the geologic and hydrogeologic character of the site including core samples and background analysis for ground water, surface water and air;
- I. Reasons supporting approval of the application;
- J. A prayer for site approval.

SECTION 4. SITE PLAN. Each application Package shall include a site plan containing details of the proposed facility, including but not limited to:

- A. Cross sections;
- B. Existing wells within 500 feet of the site;
- C. All monitoring wells;
- D. Fences, buildings, and other structures;
- E. Roads, entrances and driveways;
- F. Core sample locations on and within 200 feet of the site.

SECTION 5. PROPOSED OPERATION PROCEDURE. Each Application Package shall include a statement of the plan of operation for the proposed facility, including but not limited to the following:

SECTION 10. INSURANCE. Each Application Package shall include a description of the insurance policies carried by the applicant, single accidents, such as fires or explosions, and non-sudden accidental occurrences.

SECTION 11. FILING FEE. Each application for a new landfill site which includes disposal and storage of hazardous material shall include a \$250,000.00 application fee and each application for a new landfill site which includes disposal and storage of non-hazardous material shall include a \$130,000.00 application fee, said fees to cover the reasonable and necessary costs, including but not limited to: notice costs, court reporter costs, transcription costs, and other expenses incurred by the County of Jackson in conducting the review of the request for site approval, the subsequent public hearing, and the site approval decision. Each application for a permit modification or expansion of an existing site shall include a \$25,000.00 application fee for the reasonable and necessary costs as set forth hereinabove. Any portion of the application fee that remains unexpended at the conclusion of the hearing process shall be returned to the applicant. Should there be any additional costs incurred by the County in excess of the application fee the applicant shall bear any and all additional costs.

SECTION 12. No application for site approval shall be deemed to have been filed or accepted for filing unless all of the requirements of this Ordinance have been met and the Jackson County

- A. Method of landfilling, incineration, resource recovery or other process;
- B. Hours of operation;
- C. Personnel;
- D. Litter, vector, dust and odor control;
- E. Surface drainage and erosion control;
- F. Fire control;
- G. Corrective actions for spills and other operational accidents and emergency response capability;
- H. If applicable, the stages of development or use;
- I. An end use plan;

SECTION 6. TOPICAL SURVEY. Each Application Package shall contain detailed topographic survey of the proposed site and the surrounding area within 500 feet which indicates land use and, if applicable, the boundary of the 100 year flood plane as determined by the Illinois Department of Transportation.

SECTION 7. TRAFFIC PLANS. Each Application Package shall include a statement or report of traffic information regarding the proposed site including the anticipated number of vehicles and their size, weight, direction of movement.

SECTION 8. REQUEST FOR PERMIT. Each Application Package shall contain the request for a permit made to the Illinois Environmental Protection Agency, if any such request has been made by the applicant.

SECTION 9. MISCELLANEOUS. Each Application Package shall contain all studies, maps, reports, permits, or exhibits which the applicant desires the County Board to consider in deliberating on site approval.

Clerk shall not give a receipt for other indication of filing until such time as it is determined that the application complies with the requirements of this Ordinance.

SECTION 13. EFFECTIVE DATE. This Ordinance shall take affect upon its passage by the Jackson County Board and publication by the Jackson County Clerk. This Ordinance is deemed effective for any application for site approval to the Jackson County Board that has not been acted upon for approval or disapproval by the Jackson County Board at the time of passage hereof and the Jackson County Board specifically reserves the right to waive any of the requirements hereunder.

APPROVED AND ADOPTED at a regular meeting of the Jackson County Board this 12TH day of June, 1991.

D. Blaney Miller
Chairman Jackson County Board

ATTEST: Robert B. Howell
Jackson County Clerk

SECTION 9: ESTABLISHMENT AND MODIFICATION OF RATES AND FEES

A. The County Board of Jackson County shall establish the rates and fees to be charged by the Ambulance Service. Any modifications or changes in these rates shall require County Board approval.

SECTION 10: EFFECTIVE DATE

This ordinance shall be in force and effect on JULY 01 1991 1991, following its adoption by the County Board of Jackson County, Illinois. All ordinances heretofore adopted, and as amended, relating to the provision of ambulance service are hereby repealed.

APPROVED AND ENACTED this 12TH day of JUNE, 1991, at a regular meeting of the Jackson County Board.

D. Blaney Miller
D. Blaney Miller
Chairperson, Jackson County Board

ATTEST:

Robert B. Harrell
Robert B. Harrell
Jackson County Clerk

Technician-Intermediate employed by the United States Government, the State of Illinois, or any law enforcement or fire protection agency within Jackson County, Illinois, who is acting within his or her official capacity.

SECTION 8: VIOLATION/PENALTIES

A. It shall be unlawful for any ambulance service other than the Jackson County Ambulance Service to provide ambulance service within the territorial limits of Jackson County, Illinois, except as provided herein.

B. It shall be unlawful for any entity other than the Jackson County Ambulance Service to provide Advanced Life Support/Mobile Intensive Care, Basic Life Support Services, Intermediate Life Support Care, or Pre-hospital Care within the territorial limits of Jackson County, Illinois, except as provided herein.

C. It shall be unlawful for any Emergency Medical Technician-Ambulance, Emergency Medical Technician-Paramedic, or Emergency Medical Technician-Intermediate to transport for fee any person within Jackson County, Illinois, who is in need of Advanced Life Support Services, Basic Life Support Services, or Intermediate Life Support Care, except as provided herein.

D. Any person convicted of violating the provisions of this Ordinance shall be fined no more than five hundred dollars (\$500.00) and no less than one hundred dollars (\$100.00). This does not serve to limit any other remedies available to this jurisdiction in law or equity.

E. Each day that any violation of this article is committed or permitted to continue shall constitute a separate offense.

B. The Jackson County Ambulance Service shall be the only entity authorized to provide Advanced Life Support/Mobile Intensive Care, Basic Life Support Services, Intermediate Life Support Care within the territorial limits of Jackson County, Illinois.

C. The foregoing two provisions are subject to the following limited exceptions:

1. An ambulance service other than the Jackson County Ambulance Service may transport persons from outside the territorial limits of Jackson County, Illinois, to locations within Jackson County, provided that said ambulance service makes a report of such transfer to the Jackson County Ambulance Service within five (5) business days of such transfer.

2. Any ambulance service may transport persons from within the territorial limits of Jackson County, Illinois, when the Director of the Jackson County Ambulance Service, or his authorized agent, specifically requests the assistance of such other ambulance service in emergency situations.

D. No Emergency Medical technician, whether -Ambulance, -Paramedic, or -Intermediate, acting as such, may transport for fee any person within Jackson County, Illinois, who is in need of Advanced Life Support Services, Basic Life Support Services, or Intermediate Life Support Care, without the authorization of the Director of the Jackson County Ambulance Service or his authorized agent. This provision shall not apply to any emergency Medical Technician-Ambulance, Emergency Medical Technician-Paramedic or Emergency Medical Technician-Paramedic, or Emergency Medical

Medical Director in an EMS System approved by the Illinois Department of Public Health.

K. Locality means the territorial limits of Jackson County.

SECTION 4: APPLICABILITY OF STATE LAW

All provisions of the "Emergency Medical Services (EMS) Systems Act" (Ill. Rev. Stat., 1987, Ch. 111 1/2, Para. 5501 et seq.), any amendments thereto, and any rules and regulations promulgated by the Illinois Department of Public Health pursuant thereto, are hereby incorporated and made a part of this ordinance insofar as the provisions of such state law relate to Jackson County, Illinois. In the event of a conflict between state law and provision of this ordinance, the state law shall govern.

SECTION 5: MINIMUM STANDARD OF PATIENT TRANSPORTATION

Transportation within the locality of persons who are sick, injured, wounded or otherwise incapacitated or helpless shall be provided by an ambulance and with a crew which has at least one member who is qualified and licensed to provide advanced life support services.

SECTION 6: SEVERABILITY

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 7: EXCLUSIVITY OF THE JACKSON COUNTY AMBULANCE SERVICE WITHIN THE TERRITORIAL LIMITS OF JACKSON COUNTY, ILLINOIS

A. The Jackson County Ambulance Service shall be the only entity authorized to operate an ambulance service within the territorial limits of Jackson County, Illinois.

preventive purposes, precedent to and during transportation of such patients to and from hospitals and/or skilled nursing facilities.

G. Emergency Medical Technician-Ambulance (EMT-A) means a person who successfully completed a course of instruction in basic life support services as required, and is currently certified by the Illinois Department of Public Health in accordance with the standards prescribed in the Emergency Medical Services (EMS) Services Act (Ill. Rev. Stats., 1987, Ch. 111 1/2, Para. 5501, et seq.)

H. Emergency Medical Technician-Paramedic (EMT-P) means a person who has successfully completed a course of instruction, approved by the Illinois Department of Public Health, in Advanced Life Support-Mobile Intensive Care Services and is currently certified by the Illinois Department of Public Health.

I. Emergency Medical Technician Intermediate (EMT-I) means an EMT-A currently certified by the Illinois Department of Public Health who has completed an approved course of instruction in specific advanced life support-mobile intensive care services and who is currently functioning in an approved program to provide such services.

J. Intermediate Life Support Care means an intermediate level of pre-hospital and inter-hospital emergency care that includes BLS care, plus intravenous cannulation and fluid therapy, invasive airway management, trauma care, and other authorized techniques and procedures initiated for the treatment of real or potential acute life-threatening conditions, under the direction of a physician licensed to practice medicine in all of its branches or a qualified registered nurse, and where authorized by the Project

the project Medical Director in an Illinois Department of Public Health approved advanced life support system.

B. Advanced Life Support Personnel means persons engaged in the provision of advanced life support, as defined in this Ordinance, and regulated by rules promulgated by the Illinois Department of Public Health.

C. Ambulance means any publicly or privately owned vehicle that is specifically designed, constructed or modified and equipped with life sustaining equipment, and is intended to be used for, and is maintained or operated for the transportation of persons who are sick, injured, wounded, otherwise incapacitated or helpless, and persons requested to be so transported by a physician or a person acting on behalf of a physician.

D. Basic Life Support (BLS) Services means the rendering of basic level of emergency care, including but not limited to, airway management, cardiopulmonary resuscitation, control of shock and bleeding and splinting of fractures as outlined in a basic emergency care course approved by the Illinois Department of Public Health and meeting the current national curriculum requirements of the United States Department of Transportation.

E. Emergency shall mean a condition or situation in which an individual declares a need for immediate medical attention or when that need is declared by emergency medical personnel or a public safety official or when a physician or person acting on behalf of a physician requests transportation by ambulance based on the medical condition of the patient.

F. Emergency Care means those medical services rendered to patients for analytical , resuscitative, stabilizing, or

quality care, with reasonable and reliable response times, in order to enhance the chances of survival in the face of trauma and illness.

2. To provide a single ambulance system provider, the Jackson County Ambulance Service, in order to achieve high-quality service at the most economic cost consistent with the quality of care required to meet all applicable laws and regulations.

3. To provide a system whereby rates and fees for services shall be established.

SECTION 2: CONSTRUCTION

This ordinance shall be liberally construed to the end that the public health, safety, and general welfare of the people of Jackson County, Illinois, may thereby be protected, and, to the end that a high quality ambulance service may be provided.

SECTION 3: DEFINITIONS

A. Advanced Life Support/Mobile Intensive Care (ALS/MIC) means an advanced level of emergency care that includes life support functions (including cardiopulmonary resuscitation (CPR) plus cardiac monitoring, cardiac defibrillation, electrocardiography, administration of antiarrhythmic agents, intravenous therapy, administration of medications, drugs and solutions, use of adjunctive medical devices, trauma care, and other authorized techniques and procedures) initiated for the treatment of real or potential acute life threatening conditions under the direction of a physician licensed to practice medicine in all of its branches or a qualified registered professional nurse, and where authorized by

ORDINANCE NO 91-3

AN ORDINANCE PROVIDING FOR AND GOVERNING AMBULANCE SERVICE IN JACKSON COUNTY, ILLINOIS

WHEREAS, the County Board of Jackson County, Illinois, possesses the power pursuant to Illinois Revised Statutes, 1989, Chapter 34, Paragraph 5-1053, to provide emergency ambulance service to or from points within or without the county; and

WHEREAS, the County Board of Jackson County, Illinois, declares it to be in the best interests of the citizens of Jackson County, Illinois, that all existing Ambulance ordinances and amendments thereto should be repealed; and

WHEREAS, the County Board of Jackson County, Illinois, finds that in order to preserve, protect, and promote the public health, safety, and general welfare of the citizens of Jackson County, Illinois, a new Ordinance Providing For and Governing Ambulance Service, in Jackson County, Illinois should be adopted.

THEREFORE, BE IT ORDAINED by the County Board of Jackson County, Illinois, that all existing ambulance ordinances and all amendments thereto are hereby repealed.

THEREFORE, BE IT FURTHER ORDAINED by the County Board of Jackson County, Illinois, that An Ordinance Providing For and Governing Ambulance Service in Jackson County, Illinois, be, and is hereby enacted as follows:

SECTION 1: GENERAL PURPOSES AND INTENT OF THE ORDINANCE

A. It is the purpose of this Ordinance:

1. To provide a regulated ambulance service system that will provide to each ambulance patient consistently high

SECTION 4. That it is the intention of the County Board of Jackson County that this Ordinance and every provision thereof shall be considered separable, and the invalidity of any section, clause, or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

SECTION 5. That the County Board of Jackson County finds that the subject matter of this Ordinance pertains to government and affairs of Jackson County and is passed pursuant to authorities granted it by State statute and the Illinois Constitution.

SECTION 6. That this Ordinance shall be known as Ordinance No. _____ of Jackson County, Illinois, and shall be in full force and effect from and after its passage, approval, and recording, and after the Illinois Department of Commerce and Community Affairs has approved the application for amendment to the Enterprise Zone in Jackson County, Illinois.

PASSED this 10TH day of APRIL, 1991.

APPROVED this 10TH day of APRIL, 1991.

JACKSON COUNTY BOARD

W. Gary Miller
CHAIRMAN

ATTESTED:

Robert S. Howell
COUNTY CLERK

ORDINANCE NO. 91-2

AN ORDINANCE TO ADD TERRITORY TO THE
JACKSON COUNTY-CARBONDALE-MURPHYSBORO ENTERPRISE ZONE

WHEREAS, the Jackson County Board established an Enterprise Zone through Ordinance No. 90-2, pursuant to authority granted it by the Illinois Enterprise Zone Act (The "Act"; P.A. 82-1019), as amended, subject to the approval of the Illinois Department of Commerce and Community Affairs, and subject to provisions of the Act; and

WHEREAS, an Intergovernmental Agreement was entered into between the County of Jackson, Illinois (hereinafter "County") and the Cities of Carbondale and Murphysboro (hereinafter collectively "Cities"), through which the governments designated certain areas, and any areas subsequently certified from time to time, as an Enterprise Zone pursuant to and in accordance with the Act, subject to certification of the State as in the Act provided, and known as the Jackson County Enterprise Zone; and

WHEREAS, the Jackson County-Carbondale-Murphysboro Enterprise Zone was approved by the Illinois Department of Commerce and Community Affairs, effective March 1, 1990; and

WHEREAS, requests have been made to expand the current Enterprise Zone area through the addition of certain parcels of property, pursuant to authority of the Act, and subject to approval by the Illinois Department of Commerce and Community Affairs, and subject to provisions of the Act; and

WHEREAS, the designating units of government through their designated zone administrator, and pursuant to statute, conducted at least one public hearing within the Enterprise Zone area.

NOW, THEREFORE, BE IT ORDAINED BY THE JACKSON COUNTY BOARD OF JACKSON COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1. That Ordinance 90-2, the Ordinance Establishing an Enterprise Zone for Jackson County, Illinois, is hereby amended by deleting Section III thereof and inserting in lieu thereof, a new Section III as follows:

Section III

As established by the units of government and approved by the Illinois Department of Commerce and Community Affairs, the area of the Enterprise Zone shall be as described in Exhibits A and A-1 and as outlined in the maps in Exhibits B and B-1, which exhibits are attached to this Ordinance and made a part hereof.

SECTION 2. That all ordinances and parts thereof in conflict herewith are expressly repealed and are of no other force and effect.

SECTION 3. The repeal of any ordinance by this Ordinance shall not affect any rights accrued or liability incurred under said repealed ordinance to the effective date hereof. The provisions of this Ordinance insofar as they are the same or substantially the same as those of any prior ordinance, shall be construed as a continuation of said prior ordinances.

Section 107. Miscellaneous Charges.

The County will provide copies of this Ordinance, as available, to all interested parties at the price of five dollars (\$5.00) per copy. The County will provide Request for Proposal and Application at the price of three (\$3.00) dollars.

Section 105. Communications Consumer Privacy.

The Cablecaster specifically must comply with the provisions of Illinois House Bill 0893, known as "The Communications Consumer Privacy Act". An Act in relations to the protection of rights of privacy:

"Be it enacted by the People of the State of Illinois, represented in the General Assembly:

Section 1. This Act shall be known and may be cited as 'The Communications Consumer Privacy Act'.

Section 2. For purposes of this Act, 'Communications Company' means any person or organization which owns, controls, operates or manages any company which provides information or entertainment electronically to a household, including but not limited to a cable or community antenna television system.

Section 3a. It shall be unlawful for a communications company to: (1) install and use any equipment which would allow a communications company to visually observe or listen to what is occurring in an individual subscriber's household without the knowledge or permission of the subscriber; (2) provide any person or public or private organization with a list containing the name of a subscriber, unless the communications company gives notice thereof to the subscriber; (3) disclose the television viewing habits of any individual subscriber without the subscriber's consent; or (4) install or maintain a home-protection scanning device in a dwelling as part of a communication service without the express written consent of the occupant.

Section 3b. A violation of any provision of this Section shall be a business offense, punishable by a fine not to exceed \$10,000.00 for each violation. Any person who has been injured by a violation of this Section may commence an action in the circuit court for damages against any communications company which has committed a violation. If the court awards damages, the plaintiff shall be awarded costs".

Section 106. The Filing of Documents, Notices, Inquiries & Forms.

All documents and notices or other franchise related material required by this Ordinance shall be filed with the CTC at Courthouse, Murphysboro, Illinois 62966. All inquiries shall be made to the CTC for its response. All forms may be obtained from the CTC.

Section 99. Specific Authorization.

No authorization for procurement or dissemination of subscriber identifiable information or data shall be valid unless it specifies the type or types of information or data covered and the parties authorized to collect, receive, store, record, transmit or otherwise convey this information or data. Further, all authorizations shall specify the maximum period of time that any subscriber identifiable information or data shall be preserved in any manner or form.

Section 100. Subscriber Copy Required.

A written copy of all subscriber identifiable information or data which is retained and/or disclosed and the disposition of this information or data, together with any explanation necessary to make it understandable to the subscriber, shall be provided to the affected subscriber within thirty (30) days of procurement. Further disclosures shall be fully detailed in writing to the affected subscriber within thirty (30) days of such disclosure.

Section 101. Copyright Laws.

A franchise shall comply with all copyright laws, rules and regulations including but not limited to FCC requirements.

Section 102. Limited Waiver.

Notwithstanding, anything to the contrary contained in this Ordinance, a waiver by the County Board of any provision of this Ordinance shall not be considered a continuing waiver of that provision, nor shall it be interpreted that the same waiver shall be granted at any other time to any other or the same cablecaster.

Section 103. Funds or Contributions.

The County Board is authorized to accept funds and/or contributions of any kind and nature from private or public person or institutions or agencies to further the course of public access programming.

Section 104. Waiver.

The County shall have the right to waive any provision of this Ordinance. But, any waiver will be restricted to the particular subject matter of the waiver, and in no way shall be considered precedent for any other waiver, nor shall the County be obligated to consider any request for a similar waiver. Further, the County reserves the right to deny any waiver.

ORDINANCE NO. 91-6

AN ORDINANCE TO ADD TERRITORY TO THE
JACKSON COUNTY-CARBONDALE-MURPHYSBORO ENTERPRISE ZONE

WHEREAS, the Jackson County Board established an Enterprise Zone through Ordinance No. 90-2, pursuant to authority granted it by the Illinois Enterprise Zone Act (The "Act"; P.A. 82-1019), as amended, subject to the approval of the Illinois Department of Commerce and Community Affairs, and subject to provisions of the Act; and

WHEREAS, an Intergovernmental Agreement was entered into between the County of Jackson, Illinois (hereinafter "County") and the Cities of Carbondale and Murphysboro (hereinafter collectively "Cities"), through which the governments designated certain areas, and any areas subsequently certified from time to time, as an Enterprise Zone pursuant to and in accordance with the Act, subject to certification of the State as in the Act provided, and known as the Jackson County Enterprise Zone; and

WHEREAS, the Jackson County-Carbondale-Murphysboro Enterprise Zone was approved by the Illinois Department of Commerce and Community Affairs, effective March 1, 1990; and

WHEREAS, requests have been made to expand the current Enterprise Zone area through the addition of certain parcels of property, pursuant to authority of the Act, and subject to approval by the Illinois Department of Commerce and Community Affairs, and subject to provisions of the Act; and

WHEREAS, the designating units of government through their designated zone administrator, and pursuant to statute, conducted at least one public hearing within the Enterprise Zone area.

NOW, THEREFORE, BE IT ORDAINED BY THE JACKSON COUNTY BOARD OF JACKSON COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1. That Ordinance 90-2, the Ordinance Establishing an Enterprise Zone for Jackson County, Illinois, is hereby amended by deleting Section III thereof and inserting in lieu thereof, a new Section III as follows:

Section III

As established by the units of government and approved by the Illinois Department of Commerce and Community Affairs, the area of the Enterprise Zone shall be as described in Exhibits A, A-1, and A-2, and as outlined in the maps in Exhibits B, B-1, and B-2, which exhibits are attached to this Ordinance and made a part hereof.

SECTION 2. That all ordinances and parts thereof in conflict herewith are expressly repealed and are of no other force and effect.

SECTION 3. The repeal of any ordinance by this Ordinance shall not affect any rights accrued or liability incurred under said repealed ordinance to the effective date hereof. The provisions of this Ordinance insofar as they are the same or substantially the same as those of any prior ordinance, shall be construed as a continuation of said prior ordinances.

SECTION 4. That it is the intention of the County Board of Jackson County that this Ordinance and every provision thereof shall be considered separable, and the invalidity of any section, clause, or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

SECTION 5. That the County Board of Jackson County finds that the subject matter of this Ordinance pertains to government and affairs of Jackson County and is passed pursuant to authorities granted it by State statute and the Illinois Constitution.

SECTION 6. That this Ordinance shall be known as Ordinance No. 91-6 of Jackson County, Illinois, and shall be in full force and effect from and after its passage, approval, and recording, and after the Illinois Department of Commerce and Community Affairs has approved the application for amendment to the Enterprise Zone in Jackson County, Illinois.

PASSED this 10TH day of JULY, 1991.

APPROVED this 10TH day of JULY, 1991.

JACKSON COUNTY BOARD -

Blaney Miller
CHAIRMAN

ATTESTED:

Robert B. Marshall
COUNTY CLERK

Ordinance Number 91-7

AN ORDINANCE TO ESTABLISH A UNIFORM SYSTEM FOR THE NAMING OF ALL STREETS, LANES, ROADS OR HIGHWAYS AND THE NUMBERING OF ALL BUILDINGS, LOTS, AND STRUCTURES ADJACENT THERETO IN THE UNINCORPORATED AREA OF JACKSON COUNTY, ILLINOIS.

WHEREAS, the Counties Code, Chapter 34, paragraph 5-1067, Ill. Rev. Stat., 1989 provides that county boards may name or change the name of any street, lane, road or highway and may regulate the numbering of buildings and lots adjacent to any street, lane or highway in the unincorporated area of the county; and

WHEREAS, the Jackson County Board has determined that the adequate provision of public services to the residents of the unincorporated portion of Jackson County, including such services as police, fire and emergency medical services, requires the establishment of a uniform street naming and numbering system for buildings and property located in the unincorporated portion of Jackson County; and

WHEREAS, the Jackson County Board further feels that the ordinance enacted herein will secure the public safety and deliver the aforementioned public services in a more efficient and effective manner; and

WHEREAS, the Jackson County Emergency Telephone System Board in conformity with its responsibility to provide and establish a 911 emergency telephone system within Jackson County, Illinois is already in the process of mapping and establishing an addressing system for Jackson County, Illinois; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, Illinois Revised Statutes, 1989, Chapter 127, Section 743, entitled the "Intergovernmental Cooperation Act," provides that any power or powers, privileges or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed jointly with any other public agency of this State.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF JACKSON COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. Preamble.

There is hereby established a uniform system for street naming or renaming and for numbering property and buildings on all streets, lanes, roads, highways and public ways in the unincorporated area of Jackson County. All buildings shall be numbered in accordance with the provisions set forth herein.

Section 2. Implementation.

A. Pursuant to the Intergovernmental Cooperation Act, the Jackson County Board shall enter into an Agreement with the Jackson County Emergency Telephone System Board to allow the Jackson County Emergency Telephone System Board to assign names to, or rename, all streets, lanes, roads, highways and public ways in the unincorporated area of Jackson County. Furthermore, the Jackson County Emergency Telephone System Board shall coordinate its efforts to implement this Ordinance with United States Postal authorities.

B. All expenses for the maintenance, preparation, and installation of uniform public street, public lane, public road, public highway and public way intersection signs shall be borne by the Jackson County Emergency Telephone System Board.

C. Signs designating the names of private streets, lanes, roads, and highways shall be erected and maintained at the expense of the property owner or owners occupying such private streets, lanes, roads, and highways. Said signs shall be located to be easily visible to emergency personnel traveling from a public access road into the private roadway. All signs shall be of the same or similar construction as the signs erected by the Jackson County Emergency Telephone System Board and shall be installed within ninety days of notification to the private property owner or owners.

Section 3. Numbering.

A. All numbers for property shall be assigned in a manner mutually agreed upon by the Jackson County Emergency Telephone System Board and the United States Postal Service.

B. Each house, building or other occupied structure shall be assigned a separate number. A number or alphabetical letter shall be assigned for each separate occupant (i.e. apartment, company, etc.) within a building or other occupied structure.

C. Existing numbers shall be changed only as necessary to ensure the effectiveness and efficiency of the Enhanced 911 system in Jackson County, as determined in the judgement of the Jackson County Emergency Telephone System Board.

D. Written notification of the proper address of each house, building or structure shall be given to its owner, occupant or agent in all instances where a new number has been assigned under the terms of this ordinance.

Section 4. Placement of Numbers.

A. The owner, occupant or agent of each house, building or other structure assigned a number under the uniform numbering system provided in this ordinance shall place or cause to be placed such number on or near the house, building or other structure within 90 days after receiving notification of the proper number assignment.

B. Cost and installation of the numbers for the structures shall be paid for by the property owner. Numbers shall be not less than three (3) inches in height. All numbers shall be made of a durable, reflective, and clearly visible material.

C. All numbers shall be conspicuously placed immediately above, on or at the side of the appropriate door to the house, building or other structure so that the number is clearly visible from the street. In cases where the structure is situated so that numbers placed upon it cannot be clearly visible from the street, the structure number shall be placed near the walk, driveway, or common entrance to the structure and upon the mailbox, gatepost, fence or other appropriate place so as to be clearly visible from the street.

Section 5. Effective Date.

This ordinance shall take effect upon the date of its adoption.

APPROVED at the regular meeting of the Jackson County Board on October 9, 1991.

D. Blaney Miller
D. Blaney Miller
Chairman

ATTEST:

Robert B. Harrell
Robert B. Harrell
County Clerk

ORDINANCE NO. 91-8

Ordinance of the County Board of Jackson County, Illinois, approving certain documents and authorizing certain officials thereof to take necessary action to proceed with the issuance of Lease Receipts.

WHEREAS, the Public Building Commission of Jackson County, Jackson County, Illinois (the "Commission") has issued and has outstanding \$4,855,000 principal amount of its Public Building Revenue Bonds, Series 1986 (the "Bonds"); and

WHEREAS, the Bonds are secured by and payable from annual lease payments to be made by The County of Jackson, Illinois (the "County") under a lease between the County and the Commission (the "Lease"); and

WHEREAS, under the lease the County leases a facility from the Commission; and

WHEREAS, the Bonds were authorized to be issued pursuant to resolution of the Commission; and

WHEREAS, the County and the Commission are contemplating a transaction by which the principal and interest component of the Lease ("Debt Service Rental Payments") will be assigned to Magna Trust Company, Belleville, Illinois (the "Trustee"), which will issue lease receipts evidencing rights to receive payments on the Lease ("the Lease Receipts") in return for a sum sufficient to defease the Bonds maturing on December 1, 1992 and thereafter and to produce additional sums; and

WHEREAS, it is necessary that the County approve the form of the First Lease Supplement (the "First Lease Supplement") with the Commission in order to permit the issuance of the Lease Receipts; and

WHEREAS, the Bonds maturing on December 1, 1992 and thereafter will be defeased pursuant to an Escrow Agreement (the "Escrow Agreement"), to be entered into with Magna Trust Company, Belleville, Illinois; and

WHEREAS, the Lease Receipts will be issued pursuant to an Indenture of Trust and Assignment of an Interest in the Lease (the "Indenture"), to be entered into by the Commission with the Trustee; and

WHEREAS, the payment of the principal of and interest passed through the Lease Receipts will be insured by a municipal bond new issue insurance policy to be issued simultaneously with

the delivery of the Lease Receipts by Municipal Bond Investors Assurance Corporation (the "Lease Receipt Insurer") and as a condition to the issuance of such insurance policy the Lease Receipt Insurer may require the County to execute and deliver a commitment letter (the "Commitment Letter") to the Lease Receipt Insurer.

WHEREAS, it is necessary that a Purchase Agreement (the "Purchase Agreement"), with respect to the sale of the Lease Receipts be entered into with the underwriter named thereunder; and

WHEREAS, it is necessary to approve the Preliminary Offering Circular and the Offering Circular (the "Offering Circular"), prepared in connection with the offer and sale of the Lease Receipts; and

WHEREAS, the County Board has received and reviewed the form of the First Lease Supplement, the Escrow Agreement, the Indenture, the Purchase Agreement and the Offering Circular; and

WHEREAS, it is necessary and in the best interests of the County that the transaction, as described in the Offering Circular, be consummated.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of Jackson County, Illinois, as follows:

Section 1. The County Board authorizes and approves its Chairman's execution on its behalf of the First Lease Supplement and the Purchase Agreement and the execution and delivery by the appropriate officers of the Commission of the Escrow Agreement and the Indenture, in substantially the forms attached to this Ordinance, or with such changes therein as may be approved by the officer or officers of the County and the Commission executing the same, his, her or their execution thereof to constitute conclusive evidence of the County Board's approval of all changes from the forms thereof presented to the Board.

Section 2. The County Board authorizes and approves the execution on its behalf of the Commitment Letter.

Section 3. The Offering Circular, in substantially the form attached to this Ordinance is approved, and is deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934.

Section 4. The County Board approves, and the officers of the County are authorized and directed to take all necessary steps and to execute on behalf of the County such documents, as are necessary to consummate the transactions as provided in the Purchase Agreement and the Offering Circular; provided, however, that such transactions shall only be consummated if the amount to be paid to the Commission as a result of such transactions will be not less than \$50,000.

Section 5. The County Board hereby designates each of the Lease Receipts as may be from time to time outstanding for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986 as a "qualified tax-exempt obligation" as provided therein.

Section 6. That this Ordinance shall be in full force and effect upon its passage as provided by law.

Adopted November 13, 1991.

Chairman of the County Board of
Jackson County, Jackson County,
Illinois

Attest:

County Clerk

ORDINANCE

ORDINANCE NO. 91-9

**AN ORDINANCE OF THE COUNTY OF JACKSON GRANTING
A FRANCHISE TO TCI OF ILLINOIS, INC. FOR THE
CONSTRUCTION AND OPERATION OF A
CABLE SYSTEM**

The County of Jackson, having determined that the financial, legal, and technical ability of TCI of Illinois, Inc. is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, does hereby ordain as follows:

SECTION 1
Definition of Terms

1.1 Terms. For the purpose of this Ordinance, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

- a. "Affiliate" means an entity which owns or controls, is owned or controlled by, or is under common ownership with Grantee.
- b. "Basic Cable" is the tier of service regularly provided to all subscribers that includes the retransmission of local broadcast television signals.
- c. "Cable Act" means the Cable Communications Policy Act of 1984, as amended.
- d. "Cable Service" means (i) the one-way transmission to subscribers of video programming or other programming service, and (ii) subscriber interactions, if any, which is required for the selection of such Video Programming or any other lawful communication service.
- e. "Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment or other communications equipment that is designed to provide Cable

Service and other service to subscribers.

- f. "CTC" means the Jackson County Cable Television Committee.
- g. "FCC" means Federal Communications Commissions, established by the Communications Act of 1934, as amended, and shall include any successor agency with respect to federal regulation and licensing in connection with the subject matter of this Ordinance.
- h. "Franchise" shall mean the initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, or otherwise, which authorizes construction and operation of the Cable System for the purpose of offering Cable Service or other service to Subscribers. Particular reference is made herein to Article III of Ordinance No. 91-1, Article III thereof, AN ORDINANCE REGULATING FRANCHISE, ESTABLISHMENT, CONSTRUCTION, OPERATION, AND MAINTENANCE OF A CABLE TELEVISION SYSTEM WITHIN THE COUNTY OF JACKSON, ILLINOIS.
- i. "Franchising Authority" means the County of Jackson or the lawful successor, transferee, or assignee thereof.
- j. "Grantee" means TCI of Illinois, Inc., or the lawful successor, transferee, or assignee thereof.
- k. "Gross Revenues" means all of those revenues of the Grantee attributable to users within the franchise area of the County including, but not limited to, monthly subscriber revenue, advertising revenue, any new local services provided by the Grantee on its CATV System, including all forms of consideration, including but not limited to initial lump sum payments paid to the Grantee. All revenue derived directly or indirectly by the Grantee, its affiliates, subsidiaries, parent organization and any person in the operation of the System, shall be considered revenue. Gross receipts and revenues shall also include any revenue derived from transmission from any commercial or non-commercial television broadcaster.

- q. "Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2
GRANT OF FRANCHISE

2.1 Grant. The County of Jackson hereby grants to Grantee a non-exclusive franchise which authorizes the Grantee to construct and operate a Cable System and offer Cable Service and other services in, along, among, upon, across, above, over, under or in any manner connected with Public Ways within the Service Area and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, 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.

The Franchise Area or Service Area is generally defined as that area previously approved for franchise grant before the Jackson County Cable Television Committee (CTC) and Jackson County Board and commonly known as the Harrison Area North of Murphysboro, a portion of Illinois Route 149 Northeast of Murphysboro, the Midland Hills and Spring Arbor Area both south of Carbondale along and between U.S. 51 and Giant City Road respectively and Carbondale Mobile Home Park on Route 51 North of Carbondale, as delineated in the map attached hereto and by reference made a part hereof.

Nothing herein shall be deemed to create or waive the right of the Franchising Authority to adopt by resolution such reasonable application and other administrative procedures and fees as are deemed necessary and desirable for efficient administration of this franchise, including requirements regarding permits fees to be paid or manner of construction provided, however, that any such application and other administrative procedures and fees do not materially alter and impair the rights and obligations of the Grantee hereunder, do not unduly discriminate against cable, and are adopted pursuant to the lawful police powers of the Franchising Authority.

This franchise agreement is granted pursuant to Ordinance No. 91-1 as such existed on the effective date hereof. Priority of interpretation shall be given to Ordinance No. 91-1 where inconsistencies exist between the provisions of this franchise ordinance and Ordinance No. 91-1.

- l. "Person" means an individual, partnership, association, joint stock company, trust corporation, or governmental entity.

- m. "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, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Franchising Authority 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 Franchising Authority within the Service Area for the purpose of public travel, or for 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 Franchising Authority and the Grantee to the use thereof for the purposes of installing or transmitting Grantee's Cable Service or other service 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.

- n. "Service Area" means the present boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means. For the purpose of the Franchise herein granted, the service area is restricted to the specific geographic area granted under this Franchise Ordinance.

- o. "Service Tier" means a category of Cable Service or other services, provided by Grantee and for which a separate charge is made by Grantee.

- p. "Subscriber" means a person or user of the Cable System who lawfully receives Cable Services or other service therefrom with Grantee's express permission.

as good a condition as the condition of the Public Way existing immediately prior to such disturbance.

3.4 Relocation at Request of Franchising Authority. Upon its receipt of reasonable advance notice, not to be less than five (5) business days, the Grantee shall, at its own expense, protect, support, temporarily disconnect, relocate in the Public Way, or remove from the Public Way, any property of the Grantee when lawfully required by Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change of establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by the Franchising Authority; but, the Grantee shall in all cases have the right of abandonment of its property. If public funds are available to any company using such street, easement, or right of way for the purpose of defraying the cost of any of the foregoing, such funds shall also be made available to the Grantee.

3.5 Relocation at Request of Third Party. The Grantee shall, on the request of any person holding a building moving permit issued by the Franchising Authority, temporarily raise or lower its wires to permit the moving of such building, provided: (a) the expense of such temporary raising or lowering of wires is paid by said person, including, if required by the Grantee, making such payment in advance; and (b) the Grantee was given not less than forty-eight (48) hours advance written notice to arrange for such temporary wire changes.

3.6 Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Service Area so as to prevent branches from coming in contact with the Grantee's wires, cables, or other equipment. Grantee shall be permitted to charge persons who own, or are responsible for, such trees or natural growth for the cost of such trimming, provided that similar charges are assessed by and paid to the utilities or the Franchising Authority for tree trimming. The Grantee shall reasonably compensate the Franchising Authority or property owner for any damages caused by such trimming, or shall, in its sole discretion and at its own cost and expense, reasonably replace all trees or shrubs damaged as a result of any construction of the System undertaken by Grantee. At the option of the County Superintendent of Highways or other duly authorized highway authority, such trimming may be done by it or under its supervision and direction at the expense of the Grantee.

3.7 Use of Grantee's Equipment by Franchising Authority. Subject to any applicable state or federal regulations or tariffs, the Franchising Authority shall have the right to make additional use, for any public purpose, or any poles or conduits controlled or maintained exclusively by or for the Grantee in any Public Way;

2.2 Term. The Franchise granted pursuant to this Ordinance shall be for an initial term of fifteen (15) years from the effective date of the Franchise as set forth in Section 2.3, unless otherwise lawfully terminated in accordance with the terms of this Ordinance.

2.3 Acceptance: Effective Date. Grantee shall accept the Franchise granted pursuant hereto by signing this ordinance and filing same with the County Clerk or other appropriate official or agency of the Franchising Authority within sixty (60) days after the passage and final adoption of this Ordinance. Subject to the acceptance by Grantee, the effective date of this Ordinance shall be the sixtieth day after its passage and final adoption.

2.4 Non-Favoritism. In the event the Franchising Authority enters into a franchise, permit, license, authorization, or other agreement of any kind with any other person or entity other than Grantee to enter into the Franchising Authority's streets and public ways for the purpose of constructing or operating a cable system or providing cable service to any part of the service area, the material provisions thereof shall be reasonably comparable to those contained herein, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.

SECTION 3 **STANDARDS OF SERVICE**

3.1 Construction, Operation and Maintenance. The Grantee shall establish, construct, operate and maintain the System in the strict compliance with all applicable laws, ordinances, rules and regulations of the County, adopted pursuant to the lawful police powers of the Franchising Authority and provided, however, that any such laws, ordinances, rules or regulations of the County, as they exist now or are amended in the future, do not materially alter and impair the rights and obligations of the Grantee hereunder, and do not unduly discriminate against cable.

3.2 Conditions of Street Occupancy. All transmission and distribution structures, poles, other lines, and equipment installed or erected by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of said Public Ways.

3.3 Restoration of Public Ways. If during the course of Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by Grantee, it shall, at its expense, and in a manner approved by the County Board or County Superintendent of Highways, replace and restore such Public Way in

facilities at the time that such are placed underground.

3.10 Required Extensions of Service. The Cable System, as constructed as of the date of the passage and final adoption of this Ordinance, substantially complies with the material provisions hereof. Grantee is hereby authorized to extend the Cable System as necessary, or desirable, or as required pursuant to the terms or hereof within the Service Area. Whenever Grantee shall receive a request for service from at least seven (7) homes within 1320 cable-bearing strand feet (one-quarter cable mile) of its trunk or distribution cable, it shall extend its Cable System to such Homes at no cost to said Subscribers for system extension, other than the usual connection fees for all Subscribers; provided that such extension is technically feasible, and if it will not adversely affect the operation, financial condition, or market development of the Cable System, or as provided for under Section 3.11 of this Ordinance.

3.11 Subscriber Charges for Extensions of Service. No Subscriber shall be refused service arbitrarily. However, for unusual circumstances, such as a Subscriber's request to locate his cable drop underground, existence of more than one hundred fifty (150) feet of distance from distribution cable to connection of service to Subscribers, or a density of less than seven (7) homes per 1320 cable-bearing strand feet of trunk or distribution cable, Cable Service or other service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor, and easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by Grantee and Subscribers in the area in which Cable Service may be expanded, Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of potential Subscribers per 1320 cable-bearing strand feet of its trunks or distribution cable, and whose denominator equals seven. Potential Subscribers will bear the remainder of the construction and other costs on a pro rata basis. Grantee may require that the payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance.

3.12 Service to Public Buildings. The Grantee shall provide without charge one (1) outlet of Basic Service to the Franchising Authority's office building(s), fire stations(s), police station(s), and public school building(s) that are passed by its Cable System. The outlets of Basic Service shall not be used to distribute or sell Cable Services in or throughout such buildings; nor shall such outlets be located in common or public areas open to the public. Users of such outlets shall hold Grantee harmless from any and all liability or claims arising out of their use of such outlet, including but not limited to, those arising from copyright liability. Notwithstanding anything to the contrary set forth in this Section 3.11, the Grantee shall not be required to

provided that: (a) such use by the Franchising Authority does not interfere with a current or future use by the Grantee; (b) the Franchising Authority holds the Grantee harmless against and from all claims, demands, costs, or liabilities of every kind and nature whatsoever arising out of such use of said poles or conduits, including but not limited to, reasonable attorneys' fees and costs; and (c) at Grantee's sole discretion, the Franchising Authority may be required either to pay a reasonable fee or otherwise reasonably compensate Grantee for the use of such poles, conduits, or equipment; provided, however that Grantee agrees that such compensation or charge shall not exceed those paid by it to public utilities pursuant to the applicable pole attachment agreement, or other authorization, relating to the Service Area.

3.8 Safety Requirements. Construction, installation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with applicable FCC or other federal, state and local regulations. The Cable System shall not unreasonably endanger or interfere with the safety of persons or property in the Service Area.

3.9 Aerial and Underground Construction. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public entities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground; provided that such facilities are actually capable of receiving Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In those areas of the Service Area where the transmission or distribution of facilities of the respective public utilities providing telephone communications, and electric services are both aerial and underground the Grantee shall place its cables, wires, or other like facilities underground to the extent that existing technology reasonably permits the Grantee to do without technical degradation of the Cable System's signal quality and unless in the opinion of the CTC of the County it is determined, upon application of Grantee, that same would create an unreasonable economic hardship to Grantee. Nothing contained in this Section shall require Grantee to construct, operate, and maintain underground any ground-mounted appurtenances such as subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, pedestals, or other related equipment. Notwithstanding anything to the contrary contained in this Section, in the event that all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are placed underground after the effective date of this Ordinance, Grantee shall only be required to construct, operate, and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public utilities'

Franchising Authority an annual report prepared and certified by an officer of Grantee who is also a certified public accountant showing the total revenues of the Grantee from the System for the report period. The Franchising Authority may at its own cost order an independent audit of Grantee's books and records.

C. Limitation on Franchise Fee Actions. The period of limitation for recovery of any franchise fee payable hereunder shall be five (5) years from the date on which payment by the Grantee is due. Unless within five (5) years from and after said payment due date the Franchising Authority initiates a lawsuit for recovery of such franchise fees in a court of competent jurisdiction, such recovery shall be barred and the Franchising Authority shall be estopped from asserting any claims whatsoever against the Grantee relating to any such alleged deficiencies.

4.2 Rates and Charges. The Franchising Authority may not regulate the rates for the provision of Cable Service and other services, including, but not limited to, ancillary charges relating thereto, except as expressly provided herein and except as authorized pursuant to federal and state law including, but not limited to, the Cable Act and FCC Rules and Regulations relating thereto. From time to time, and at any time, Grantee has the right to modify its rates and charges including, but not limited to, the implementation of additional charges and rates; provided, however, that Grantee shall give notice to the Franchising Authority of any such modifications or additional charges thirty (30) days prior to the effective date thereof.

In the event that Basic Service rate increases are subject to approval of the Franchising Authority, the Franchising Authority and the Grantee shall mutually agree to the procedures to be followed by the Grantee and the County for such rate increases.

4.3 Renewal of Franchise. The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act (as such existed as of the effective date of the Cable Act), unless the procedures and substantive protection set forth therein shall be deemed to be preempted and superceded by the provisions of any subsequent provision of federal or state law.

In addition to the procedures set forth in said Section 626(a), the Franchising Authority agrees to notify Grantee of its preliminary assessments regarding the identity of future cable-related community needs and interests, as well as, the past performance of Grantee under the then current Franchise term. The Franchising Authority further agrees that such preliminary assessment shall be provided to the Grantee prior to the time that the four (4) month period referred to in Subsection (c) of Section

provide an outlet to such buildings where the drop line from the feeder cable to said buildings or premises exceeds three hundred (300) cable feet, unless it is technically feasible and so long as it will not adversely affect the operation, financial condition, or market development of the Cable System to do so, or unless the appropriate governmental entity agrees to pay the incremental cost of such drop line in excess of 300 cable feet. In the event that additional outlets of Basic Service are provided to such buildings, the building owner shall pay the usual installation fees associated therewith, including, but not limited to, labor and materials. Upon request of Grantee, the building owner may also be required to pay the service fees associated with the provision of Basic Service and the additional outlets relating thereto.

SECTION 4
REGULATION BY FRANCHISING AUTHORITY

4.1 Franchise Fee.

A. Grantee shall pay to the Franchising Authority a franchise fee equal to five percent of Gross Revenues (as defined in Section 1.1 of this franchise) received by Grantee from the operation of the Cable System on an annual basis; provided, however, that Grantee may credit against any such payments: (i) any tax, fee, or assessment of any kind imposed by Franchising Authority or other governmental entity on a cable operator, or subscriber, or both, solely because of their status as such; (ii) any tax, fee or assessment of general applicability which is unduly discriminatory against cable operators or subscribers (including any such tax, fee, or assessment imposed, both on utilities and cable operators and their services), and (iii) any other special tax, assessment, or fee such as a business, occupation, and entertainment tax. For the purpose of this section, the 12-month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year, unless otherwise agreed to in writing by the Franchising Authority and Grantee. The franchise fee payment shall be due and payable ninety (90) days after the close of the preceding calendar year. Each payment shall be accompanied by a statement under oath from an official or representative of the Grantee having the requisite knowledge to make such a statement, certifying the gross revenue upon which the payment is based and showing the basis for the computation. In no event, shall the franchise fee payments required to be paid by Grantee exceed five percent of Gross Revenues received by Grantee in any 12-month period.

B. Annual Report. Within ninety (90) days of the end of the fiscal year of the Grantee, the Grantee shall file with the

unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of Grantee in the Franchise or Cable System in order to secure indebtedness.

SECTION 5
COMPLIANCE AND MONITORING

5.1 Testing for Compliance. In addition to the performance monitoring regulations and requirements set forth in Article XIV, Performance Monitoring regulations in Ordinance 91-1, the Franchising Authority may perform technical tests of the Cable System during reasonable times and in a manner which does not unreasonably interfere with the normal business operations of the Grantee or the Cable System in order to determine whether or not the Grantee is in compliance with the terms hereof and applicable state or federal laws. Except in emergency circumstances, such tests may be undertaken only after giving Grantee reasonable notice thereof, not to be less than two (2) business days, and providing a representative of Grantee an opportunity to be present during such tests. In the event that such testing demonstrates that the Grantee has substantially failed to comply with a material requirement hereof, the reasonable costs of such tests shall be borne by the Grantee. In the event that such testing, demonstrates that Grantee has substantially complied with such material provisions hereof, the cost of such testing shall be borne by the Franchising Authority. Except in emergency circumstances, the Franchising Authority agrees that such testing shall be undertaken no more than two (2) times a year in the aggregate, and that the results thereof shall be made available to the Grantee upon Grantee's request.

5.2 Books and Records. The Grantee agrees that the Franchising Authority may review such of its books and records, during normal business hours and on a nondisruptive basis, as is reasonably necessary to monitor compliance with the terms hereof. Such records shall include, but shall not be limited to, any public records required to be kept by the Grantee pursuant to the rules and regulations of the FCC. Notwithstanding anything to the contrary set forth herein, Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by the Grantee to it as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof or the provisions of Ordinance No. 91-1.

626 is considered to begin. Notwithstanding anything to the contrary set forth in this Section 4.3, the Grantee and Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the Franchising Authority and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof. The Grantee and the Franchising Authority consider the terms set forth in this section to be consistent with the express provisions of Section 626 of the Cable Act. A reproduction of Section 626 of the Cable Act as such existed as of the effective date of the Cable Act is attached hereto as Schedule 1 and incorporated herein by this reference.

4.4 Conditions of Sale. Except to the extent expressly required by federal or state law, if a renewal or extension of Grantee's Franchise is denied or the Franchise is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership to the Cable System to another party, any such acquisition or transfer shall be at a fair market value, determined on the basis of the Cable System valued as a going concern.

Pursuant to Section 37 of Ordinance 91-1, in the case of a lawful revocation of the franchise, revocation of the Franchise shall be effective no earlier than six (6) months after the effective date of the Ordinance or resolution providing for such revocation. At the sole discretion of the Franchising Authority the Franchising Authority may allow the Grantee to transfer or assign its Cable System to a qualified third party in compliance with the provisions of Article XXI of Ordinance 91-1, rather than requiring the Grantee to remove the Cable System and the Franchising Authority shall authorize, during such a period of time, the Grantee to continue to operate pursuant to the terms of its prior Franchise but in no event, shall such authorization exceed a period of time greater than six (6) months from the effective date of such revocation. If, at the end of that time, Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the Franchising Authority Grantee and Franchising Authority may avail themselves any rights they may have pursuant to federal, state law or ordinance. Grantee's continued operation of its Cable System during the six (6) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

4.5 Transfer of Franchise. Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an Affiliate, without the prior consent of the Franchising Authority, such consent not to be

SECTION 8
MISCELLANEOUS PROVISIONS

8.1 Documents Incorporated and Made a Part Hereof. The following documents shall be incorporated herein by this reference, and in the case of a conflict or ambiguity between or among them, Ordinance No. 91-1 shall govern, or in the event of a conflict or ambiguity between other such documents, the document of latest date shall govern:

- a. The enabling Ordinance (91.1) in existence as of the date hereof; and
- b. Any proposal submitted by Grantee pursuant to a Franchise renewal procedure, as amended and supplemented during the Franchise renewal negotiation process;
- c. Any franchise agreement between Grantee and Franchising Authority reflecting the renewal of the Franchise, if any.

8.2 Preemption. If the FCC, or any other federal or state body or agency shall now or hereafter exercise any paramount jurisdiction over the subject matter of the Franchise, then to the extent such jurisdiction shall preempt and supercede or preclude the exercise of the like jurisdiction by the Franchising Authority, the jurisdiction of the Franchising Authority shall cease and no longer exist.

8.3 Actions of Franchising Authority. In any action by the Franchising Authority or representative thereof mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

8.4 Notice. Unless expressly otherwise agreed between the parties, every notice or response to be served upon the Franchising Authority or Grantee shall be in writing, and shall be deemed to have been duly given to the required party five (5) business days after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, at a Post Office or branch thereof regularly maintained by the U.S. Postal Service.

5.3 Protection of Subscriber Privacy. Grantee shall not be required to meet any subscriber privacy provisions in excess of those set out in Section 631 of the Cable Communications Policy Act of 1984.

SECTION 6
INSURANCE, INDEMNIFICATION, AND
BONDS OR OTHER SURETY

6.1 Insurance Requirements, Indemnification, and Bonds or Other Surety. The requirements concerning insurance, indemnification, and bonds or other surety of Grantee are set forth in Article XXVI, Sections 82, 83, 84, 85, and 86 and Article XVIII, Section 62 of Ordinance No. 91-1. Pursuant to the provisions of Ordinance No. 91-1, Grantee shall have the right to apply to the CTC for less stringent requirements in satisfaction of his obligations under the provisions of Ordinance No. 91-1 at any time from the grant of this Franchise. The CTC shall review any such application and may grant such application or may otherwise provide for less stringent requirements upon such application by Grantee, than are required by Ordinance No. 91-1. In the event the CTC grants any such application requiring less stringent requirements than contained in Ordinance No. 91-1, such grant by the CTC shall in no way be construed as a waiver of the requirement of Ordinance No. 91-1 for any period of time beyond the specific time period allowed by such CTC upon such application by Grantee.

SECTION 7
UNAUTHORIZED RECEPTION

7.1 Misdemeanor. In addition to those criminal and civil remedies provided by state and federal law, it shall be a misdemeanor for any person, firm, or corporation to create or make use of any unauthorized connection, whether physically, electrically, acoustically, inductively, or otherwise, with any part of the Cable System without the express consent of the Grantee. Further, without the express consent of Grantee, it shall be a misdemeanor for any person to tamper with, remove, or injure any property, equipment, or part of the Cable System or any means of receiving Cable Service or other services provided thereto. Subject to applicable federal and state law, the Franchising Authority shall incorporate into its criminal code, if not presently thereof, criminal misdemeanor law which will enforce the intent of this Section 7.1.

The notices or responses to the Franchising Authority shall be addressed as follows:

County of Jackson
County Court House
Murphysboro, Illinois 62966

The notices or responses to the Grantee shall be addressed as follows:

TCI of Illinois, Inc.
1603 East De Young
Marion, Illinois 62959

Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other.

8.5 Descriptive Headings. The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

8.6 Severability. If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise, or any renewal or renewals thereof.

Passed and adopted this 13TH day of Nov., 1991.

COUNTY OF JACKSON

Robert B. Howell
Clerk

By: D. Blarney Miller
Title: CHAIRMAN
JACKSON COUNTY BOARD

Accepted this ___ day of _____, 19___, subject to applicable federal, state and local law.

TCI OF ILLINOIS, INC.

By: _____
Title: _____

ORDINANCE

ORDINANCE NO. 91-10

**AN ORDINANCE OF THE COUNTY OF JACKSON GRANTING
A FRANCHISE TO GALAXY CABLEVISION FOR THE
CONSTRUCTION AND OPERATION OF A
CABLE SYSTEM**

The County of Jackson, having determined that the financial, legal, and technical ability of Galaxy Cablevision is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, does hereby ordain as follows:

SECTION 1
Definition of Terms

1.1 Terms. For the purpose of this Ordinance, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

- a. "Affiliate" means an entity which owns or controls, is owned or controlled by, or is under common ownership with Grantee.
- b. "Basic Cable" is the tier of service regularly provided to all subscribers that includes the retransmission of local broadcast television signals.
- c. "Cable Act" means the Cable Communications Policy Act of 1984, as amended.
- d. "Cable Service" means (i) the one-way transmission to subscribers of video programming or other programming service, and (ii) subscriber interactions, if any, which is required for the selection of such Video Programming or any other lawful communication service.
- e. "Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment or other communications equipment that is designed to provide Cable

Service and other service to subscribers.

- f. "CTC" means the Jackson County Cable Television Committee.
- g. "FCC" means Federal Communications Commissions, established by the Communications Act of 1934, as amended, and shall include any successor agency with respect to federal regulation and licensing in connection with the subject matter of this Ordinance.
- h. "Franchise" shall mean the initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, or otherwise, which authorizes construction and operation of the Cable System for the purpose of offering Cable Service or other service to Subscribers. Particular reference is made herein to Article III of Ordinance No. 91-1, Article III thereof, AN ORDINANCE REGULATING FRANCHISE, ESTABLISHMENT, CONSTRUCTION, OPERATION, AND MAINTENANCE OF A CABLE TELEVISION SYSTEM WITHIN THE COUNTY OF JACKSON, ILLINOIS.
- i. "Franchising Authority" means the County of Jackson or the lawful successor, transferee, or assignee thereof.
- j. "Grantee" means Galaxy Cablevision or the lawful successor, transferee, or assignee thereof.
- k. "Gross Revenues" means all of those revenues of the Grantee attributable to users within the franchise area of the County including, but not limited to, monthly subscriber revenue, advertising revenue, any new local services provided by the Grantee on its CATV System, including all forms of consideration, including but not limited to initial lump sum payments paid to the Grantee. All revenue derived directly or indirectly by the Grantee, its affiliates, subsidiaries, parent organization and any person in the operation of the System, shall be considered revenue. Gross receipts and revenues shall also include any revenue derived from transmission from any commercial or non-commercial television broadcaster.

- l. "Person" means an individual, partnership, association, joint stock company, trust corporation, or governmental entity.

- m. "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, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Franchising Authority 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 Franchising Authority within the Service Area for the purpose of public travel, or for 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 Franchising Authority and the Grantee to the use thereof for the purposes of installing or transmitting Grantee's Cable Service or other service 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.

- n. "Service Area" means the present boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means. For the purpose of the Franchise herein granted, the service area is restricted to the specific geographic area granted under this Franchise Ordinance.

- o. "Service Tier" means a category of Cable Service or other services, provided by Grantee and for which a separate charge is made by Grantee.

- p. "Subscriber" means a person or user of the Cable System who lawfully receives Cable Services or other service therefrom with Grantee's express permission.

- q. "Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2
GRANT OF FRANCHISE

2.1 Grant. The County of Jackson hereby grants to Grantee a non-exclusive franchise which authorizes the Grantee to construct and operate a Cable System and offer Cable Service and other services in, along, among, upon, across, above, over, under or in any manner connected with Public Ways within the Service Area and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, 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.

The Franchise Area or Service Area is generally defined as that area previously approved for franchise grant before the Jackson County Cable Television Committee (CTC) and Jackson County Board and commonly known as the Old Illinois State Route 13 between Carbondale and Murphysboro, Chautauqua Road, Country Club Road, Pump House Road, part of Illinois State Route 127 South of Murphysboro and the several principle roads west of Carbondale, including New Era Road, as delineated in the map attached hereto and by reference made a part hereof.

Nothing herein shall be deemed to create or waive the right of the Franchising Authority to adopt by resolution such reasonable application and other administrative procedures and fees as are deemed necessary and desirable for efficient administration of this franchise, including requirements regarding permits fees to be paid or manner of construction provided, however, that any such application and other administrative procedures and fees do not materially alter and impair the rights and obligations of the Grantee hereunder, do not unduly discriminate against cable, and are adopted pursuant to the lawful police powers of the Franchising Authority.

This franchise agreement is granted pursuant to Ordinance No. 91-1 as such existed on the effective date hereof. Priority of interpretation shall be given to Ordinance No. 91-1 where inconsistencies exist between the provisions of this franchise ordinance and Ordinance No. 91-1.

as good a condition as the condition of the Public Way existing immediately prior to such disturbance.

3.4 Relocation at Request of Franchising Authority. Upon its receipt of reasonable advance notice, not to be less than five (5) business days, the Grantee shall, at its own expense, protect, support, temporarily disconnect, relocate in the Public Way, or remove from the Public Way, any property of the Grantee when lawfully required by Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change of establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by the Franchising Authority; but, the Grantee shall in all cases have the right of abandonment of its property. If public funds are available to any company using such street, easement, or right of way for the purpose of defraying the cost of any of the foregoing, such funds shall also be made available to the Grantee.

3.5 Relocation at Request of Third Party. The Grantee shall, on the request of any person holding a building moving permit issued by the Franchising Authority, temporarily raise or lower its wires to permit the moving of such building, provided: (a) the expense of such temporary raising or lowering of wires is paid by said person, including, if required by the Grantee, making such payment in advance; and (b) the Grantee was given not less than forty-eight (48) hours advance written notice to arrange for such temporary wire changes.

3.6 Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Service Area so as to prevent branches from coming in contact with the Grantee's wires, cables, or other equipment. Grantee shall be permitted to charge persons who own, or are responsible for, such trees or natural growth for the cost of such trimming, provided that similar charges are assessed by and paid to the utilities or the Franchising Authority for tree trimming. The Grantee shall reasonably compensate the Franchising Authority or property owner for any damages caused by such trimming, or shall, in its sole discretion and at its own cost and expense, reasonably replace all trees or shrubs damaged as a result of any construction of the System undertaken by Grantee. At the option of the County Superintendent of Highways or other duly authorized highway authority, such trimming may be done by it or under its supervision and direction at the expense of the Grantee.

3.7 Use of Grantee's Equipment by Franchising Authority. Subject to any applicable state or federal regulations or tariffs, the Franchising Authority shall have the right to make additional use, for any public purpose, or any poles or conduits controlled or maintained exclusively by or for the Grantee in any Public Way;

2.2 Term. The Franchise granted pursuant to this Ordinance shall be for an initial term of fifteen (15) years from the effective date of the Franchise as set forth in Section 2.3, unless otherwise lawfully terminated in accordance with the terms of this Ordinance.

2.3 Acceptance: Effective Date. Grantee shall accept the Franchise granted pursuant hereto by signing this ordinance and filing same with the County Clerk or other appropriate official or agency of the Franchising Authority within sixty (60) days after the passage and final adoption of this Ordinance. Subject to the acceptance by Grantee, the effective date of this Ordinance shall be the sixtieth day after its passage and final adoption.

2.4 Non-Favoritism. In the event the Franchising Authority enters into a franchise, permit, license, authorization, or other agreement of any kind with any other person or entity other than Grantee to enter into the Franchising Authority's streets and public ways for the purpose of constructing or operating a cable system or providing cable service to any part of the service area, the material provisions thereof shall be reasonably comparable to those contained herein, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.

SECTION 3 **STANDARDS OF SERVICE**

3.1 Construction, Operation and Maintenance. The Grantee shall establish, construct, operate and maintain the System in the strict compliance with all applicable laws, ordinances, rules and regulations of the County, adopted pursuant to the lawful police powers of the Franchising Authority and provided, however, that any such laws, ordinances, rules or regulations of the County, as they exist now or are amended in the future, do not materially alter and impair the rights and obligations of the Grantee hereunder, and do not unduly discriminate against cable.

3.2 Conditions of Street Occupancy. All transmission and distribution structures, poles, other lines, and equipment installed or erected by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of said Public Ways.

3.3 Restoration of Public Ways. If during the course of Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by Grantee, it shall, at its expense, and in a manner approved by the County Board or County Superintendent of Highways, replace and restore such Public Way in

facilities at the time that such are placed underground.

3.10 Required Extensions of Service. The Cable System, as constructed as of the date of the passage and final adoption of this Ordinance, substantially complies with the material provisions hereof. Grantee is hereby authorized to extend the Cable System as necessary, or desirable, or as required pursuant to the terms or hereof within the Service Area. Whenever Grantee shall receive a request for service from at least seven (7) homes within 1320 cable-bearing strand feet (one-quarter cable mile) of its trunk or distribution cable, it shall extend its Cable System to such Homes at no cost to said Subscribers for system extension, other than the usual connection fees for all Subscribers; provided that such extension is technically feasible, and if it will not adversely affect the operation, financial condition, or market development of the Cable System, or as provided for under Section 3.11 of this Ordinance.

3.11 Subscriber Charges for Extensions of Service. No Subscriber shall be refused service arbitrarily. However, for unusual circumstances, such as a Subscriber's request to locate his cable drop underground, existence of more than one hundred fifty (150) feet of distance from distribution cable to connection of service to Subscribers, or a density of less than seven (7) homes per 1320 cable-bearing strand feet of trunk or distribution cable, Cable Service or other service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor, and easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by Grantee and Subscribers in the area in which Cable Service may be expanded, Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of potential Subscribers per 1320 cable-bearing strand feet of its trunks or distribution cable, and whose denominator equals seven. Potential Subscribers will bear the remainder of the construction and other costs on a pro rata basis. Grantee may require that the payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance.

3.12 Service to Public Buildings. The Grantee shall provide without charge one (1) outlet of Basic Service to the Franchising Authority's office building(s), fire stations(s), police station(s), and public school building(s) that are passed by its Cable System. The outlets of Basic Service shall not be used to distribute or sell Cable Services in or throughout such buildings; nor shall such outlets be located in common or public areas open to the public. Users of such outlets shall hold Grantee harmless from any and all liability or claims arising out of their use of such outlet, including but not limited to, those arising from copyright liability. Notwithstanding anything to the contrary set forth in this Section 3.11, the Grantee shall not be required to

provided that: (a) such use by the Franchising Authority does not interfere with a current or future use by the Grantee; (b) the Franchising Authority holds the Grantee harmless against and from all claims, demands, costs, or liabilities of every kind and nature whatsoever arising out of such use of said poles or conduits, including but not limited to, reasonable attorneys' fees and costs; and (c) at Grantee's sole discretion, the Franchising Authority may be required either to pay a reasonable fee or otherwise reasonably compensate Grantee for the use of such poles, conduits, or equipment; provided, however that Grantee agrees that such compensation or charge shall not exceed those paid by it to public utilities pursuant to the applicable pole attachment agreement, or other authorization, relating to the Service Area.

3.8 Safety Requirements. Construction, installation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with applicable FCC or other federal, state and local regulations. The Cable System shall not unreasonably endanger or interfere with the safety of persons or property in the Service Area.

3.9 Aerial and Underground Construction. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public entities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground; provided that such facilities are actually capable of receiving Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In those areas of the Service Area where the transmission or distribution of facilities of the respective public utilities providing telephone communications, and electric services are both aerial and underground the Grantee shall place its cables, wires, or other like facilities underground to the extent that existing technology reasonably permits the Grantee to do without technical degradation of the Cable System's signal quality and unless in the opinion of the CTC of the County it is determined, upon application of Grantee, that same would create an unreasonable economic hardship to Grantee. Nothing contained in this Section shall require Grantee to construct, operate, and maintain underground any ground-mounted appurtenances such as subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, pedestals, or other related equipment. Notwithstanding anything to the contrary contained in this Section, in the event that all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are placed underground after the effective date of this Ordinance, Grantee shall only be required to construct, operate, and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public utilities'

Franchising Authority an annual report prepared and certified by an officer of Grantee who is also a certified public accountant showing the total revenues of the Grantee from the System for the report period. The Franchising Authority may at its own cost order an independent audit of Grantee's books and records.

C. Limitation on Franchise Fee Actions. The period of limitation for recovery of any franchise fee payable hereunder shall be five (5) years from the date on which payment by the Grantee is due. Unless within five (5) years from and after said payment due date the Franchising Authority initiates a lawsuit for recovery of such franchise fees in a court of competent jurisdiction, such recovery shall be barred and the Franchising Authority shall be estopped from asserting any claims whatsoever against the Grantee relating to any such alleged deficiencies.

4.2 Rates and Charges. The Franchising Authority may not regulate the rates for the provision of Cable Service and other services, including, but not limited to, ancillary charges relating thereto, except as expressly provided herein and except as authorized pursuant to federal and state law including, but not limited to, the Cable Act and FCC Rules and Regulations relating thereto. From time to time, and at any time, Grantee has the right to modify its rates and charges including, but not limited to, the implementation of additional charges and rates; provided, however, that Grantee shall give notice to the Franchising Authority of any such modifications or additional charges thirty (30) days prior to the effective date thereof.

In the event that Basic Service rate increases are subject to approval of the Franchising Authority, the Franchising Authority and the Grantee shall mutually agree to the procedures to be followed by the Grantee and the County for such rate increases.

4.3 Renewal of Franchise. The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act (as such existed as of the effective date of the Cable Act), unless the procedures and substantive protection set forth therein shall be deemed to be preempted and superceded by the provisions of any subsequent provision of federal or state law.

In addition to the procedures set forth in said Section 626(a), the Franchising Authority agrees to notify Grantee of its preliminary assessments regarding the identity of future cable-related community needs and interests, as well as, the past performance of Grantee under the then current Franchise term. The Franchising Authority further agrees that such preliminary assessment shall be provided to the Grantee prior to the time that the four (4) month period referred to in Subsection (c) of Section

provide an outlet to such buildings where the drop line from the feeder cable to said buildings or premises exceeds three hundred (300) cable feet, unless it is technically feasible and so long as it will not adversely affect the operation, financial condition, or market development of the Cable System to do so, or unless the appropriate governmental entity agrees to pay the incremental cost of such drop line in excess of 300 cable feet. In the event that additional outlets of Basic Service are provided to such buildings, the building owner shall pay the usual installation fees associated therewith, including, but not limited to, labor and materials. Upon request of Grantee, the building owner may also be required to pay the service fees associated with the provision of Basic Service and the additional outlets relating thereto.

SECTION 4
REGULATION BY FRANCHISING AUTHORITY

4.1 Franchise Fee.

A. Grantee shall pay to the Franchising Authority a franchise fee equal to five percent of Gross Revenues (as defined in Section 1.1 of this franchise) received by Grantee from the operation of the Cable System on an annual basis; provided, however, that Grantee may credit against any such payments: (i) any tax, fee, or assessment of any kind imposed by Franchising Authority or other governmental entity on a cable operator, or subscriber, or both, solely because of their status as such; (ii) any tax, fee or assessment of general applicability which is unduly discriminatory against cable operators or subscribers (including any such tax, fee, or assessment imposed, both on utilities and cable operators and their services), and (iii) any other special tax, assessment, or fee such as a business, occupation, and entertainment tax. For the purpose of this section, the 12-month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year, unless otherwise agreed to in writing by the Franchising Authority and Grantee. The franchise fee payment shall be due and payable ninety (90) days after the close of the preceding calendar year. Each payment shall be accompanied by a statement under oath from an official or representative of the Grantee having the requisite knowledge to make such a statement, certifying the gross revenue upon which the payment is based and showing the basis for the computation. In no event, shall the franchise fee payments required to be paid by Grantee exceed five percent of Gross Revenues received by Grantee in any 12-month period.

B. Annual Report. Within ninety (90) days of the end of the fiscal year of the Grantee, the Grantee shall file with the

unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of Grantee in the Franchise or Cable System in order to secure indebtedness.

SECTION 5
COMPLIANCE AND MONITORING

5.1 Testing for Compliance. In addition to the performance monitoring regulations and requirements set forth in Article XIV, Performance Monitoring regulations in Ordinance 91-1, the Franchising Authority may perform technical tests of the Cable System during reasonable times and in a manner which does not unreasonably interfere with the normal business operations of the Grantee or the Cable System in order to determine whether or not the Grantee is in compliance with the terms hereof and applicable state or federal laws. Except in emergency circumstances, such tests may be undertaken only after giving Grantee reasonable notice thereof, not to be less than two (2) business days, and providing a representative of Grantee an opportunity to be present during such tests. In the event that such testing demonstrates that the Grantee has substantially failed to comply with a material requirement hereof, the reasonable costs of such tests shall be borne by the Grantee. In the event that such testing, demonstrates that Grantee has substantially complied with such material provisions hereof, the cost of such testing shall be borne by the Franchising Authority. Except in emergency circumstances, the Franchising Authority agrees that such testing shall be undertaken no more than two (2) times a year in the aggregate, and that the results thereof shall be made available to the Grantee upon Grantee's request.

5.2 Books and Records. The Grantee agrees that the Franchising Authority may review such of its books and records, during normal business hours and on a nondisruptive basis, as is reasonably necessary to monitor compliance with the terms hereof. Such records shall include, but shall not be limited to, any public records required to be kept by the Grantee pursuant to the rules and regulations of the FCC. Notwithstanding anything to the contrary set forth herein, Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by the Grantee to it as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof or the provisions of Ordinance No. 91-1.

626 is considered to begin. Notwithstanding anything to the contrary set forth in this Section 4.3, the Grantee and Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the Franchising Authority and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof. The Grantee and the Franchising Authority consider the terms set forth in this section to be consistent with the express provisions of Section 626 of the Cable Act. A reproduction of Section 626 of the Cable Act as such existed as of the effective date of the Cable Act is attached hereto as Schedule 1 and incorporated herein by this reference.

4.4 Conditions of Sale. Except to the extent expressly required by federal or state law, if a renewal or extension of Grantee's Franchise is denied or the Franchise is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership to the Cable System to another party, any such acquisition or transfer shall be at a fair market value, determined on the basis of the Cable System valued as a going concern.

Pursuant to Section 37 of Ordinance 91-1, in the case of a lawful revocation of the franchise, revocation of the Franchise shall be effective no earlier than six (6) months after the effective date of the Ordinance or resolution providing for such revocation. At the sole discretion of the Franchising Authority the Franchising Authority may allow the Grantee to transfer or assign its Cable System to a qualified third party in compliance with the provisions of Article XXI of Ordinance 91-1, rather than requiring the Grantee to remove the Cable System and the Franchising Authority shall authorize, during such a period of time, the Grantee to continue to operate pursuant to the terms of its prior Franchise but in no event, shall such authorization exceed a period of time greater than six (6) months from the effective date of such revocation. If, at the end of that time, Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the Franchising Authority Grantee and Franchising Authority may avail themselves any rights they may have pursuant to federal, state law or ordinance. Grantee's continued operation of its Cable System during the six (6) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

4.5 Transfer of Franchise. Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an Affiliate, without the prior consent of the Franchising Authority, such consent not to be

SECTION 8
MISCELLANEOUS PROVISIONS

8.1 Documents Incorporated and Made a Part Hereof. The following documents shall be incorporated herein by this reference, and in the case of a conflict or ambiguity between or among them, Ordinance No. 91-1 shall govern, or in the event of a conflict or ambiguity between other such documents, the document of latest date shall govern:

- a. The enabling Ordinance (91.1) in existence as of the date hereof; and
- b. Any proposal submitted by Grantee pursuant to a Franchise renewal procedure, as amended and supplemented during the Franchise renewal negotiation process;
- c. Any franchise agreement between Grantee and Franchising Authority reflecting the renewal of the Franchise, if any.

8.2 Preemption. If the FCC, or any other federal or state body or agency shall now or hereafter exercise any paramount jurisdiction over the subject matter of the Franchise, then to the extent such jurisdiction shall preempt and supercede or preclude the exercise of the like jurisdiction by the Franchising Authority, the jurisdiction of the Franchising Authority shall cease and no longer exist.

8.3 Actions of Franchising Authority. In any action by the Franchising Authority or representative thereof mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

8.4 Notice. Unless expressly otherwise agreed between the parties, every notice or response to be served upon the Franchising Authority or Grantee shall be in writing, and shall be deemed to have been duly given to the required party five (5) business days after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, at a Post Office or branch thereof regularly maintained by the U.S. Postal Service.

5.3 Protection of Subscriber Privacy. Grantee shall not be required to meet any subscriber privacy provisions in excess of those set out in Section 631 of the Cable Communications Policy Act of 1984.

SECTION 6
INSURANCE, INDEMNIFICATION, AND
BONDS OR OTHER SURETY

6.1 Insurance Requirements, Indemnification, and Bonds or Other Surety. The requirements concerning insurance, indemnification, and bonds or other surety of Grantee are set forth in Article XXVI, Sections 82, 83, 84, 85, and 86 and Article XVIII, Section 62 of Ordinance No. 91-1. Pursuant to the provisions of Ordinance No. 91-1, Grantee shall have the right to apply to the CTC for less stringent requirements in satisfaction of his obligations under the provisions of Ordinance No. 91-1 at any time from the grant of this Franchise. The CTC shall review any such application and may grant such application or may otherwise provide for less stringent requirements upon such application by Grantee, than are required by Ordinance No. 91-1. In the event the CTC grants any such application requiring less stringent requirements than contained in Ordinance No. 91-1, such grant by the CTC shall in no way be construed as a waiver of the requirement of Ordinance No. 91-1 for any period of time beyond the specific time period allowed by such CTC upon such application by Grantee.

SECTION 7
UNAUTHORIZED RECEPTION

7.1 Misdemeanor. In addition to those criminal and civil remedies provided by state and federal law, it shall be a misdemeanor for any person, firm, or corporation to create or make use of any unauthorized connection, whether physically, electrically, acoustically, inductively, or otherwise, with any part of the Cable System without the express consent of the Grantee. Further, without the express consent of Grantee, it shall be a misdemeanor for any person to tamper with, remove, or injure any property, equipment, or part of the Cable System or any means of receiving Cable Service or other services provided thereto. Subject to applicable federal and state law, the Franchising Authority shall incorporate into its criminal code, if not presently thereof, criminal misdemeanor law which will enforce the intent of this Section 7.1.

The notices or responses to the Franchising Authority shall be addressed as follows:

County of Jackson
County Court House
Murphysboro, Illinois 62966

The notices or responses to the Grantee shall be addressed as follows:

Galaxy Cablevision
1220 North Main Street
Sikeston, Missouri 63801

Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other.

8.5 Descriptive Headings. The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

8.6 Severability. If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise, or any renewal or renewals thereof.

Passed and adopted this 13TH day of Nov, 1991.

COUNTY OF JACKSON

Robert B. Harrell
Clerk

By: W. Blaney Miller
Title: CHAIRMAN
JACKSON COUNTY BOARD

Accepted this 13 day of November, 1991, subject to applicable federal, state and local law.

GALAXY CABLEVISION

By: David P. Hill
Title: Regional Manager

91-11

AN ORDINANCE PROVIDING FOR AND MAKING THE ANNUAL TAX LEVY FOR
JACKSON COUNTY, ILLINOIS FOR THE YEAR DECEMBER 1, 1991
THROUGH NOVEMBER 30, 1992

WHEREAS, the Jackson County Board is authorized and required by law to levy and collect taxes annually for various purposes; and

WHEREAS, the Jackson County Board has heretofore adopted a budget for the fiscal year beginning December 1, 1991 and ending November 30, 1992;

NOW, THEREFORE, BE IT ORDAINED BY THE JACKSON COUNTY BOARD, THAT THE SUM OF \$5,347,533 is hereby levied upon all taxable property in Jackson County, Illinois, as equalized or assessed by the Department of Revenue, for the purpose of meeting and defraying the necessary expenses and liabilities as set forth in the aforesaid annual budget and the budgets of the County agencies referred to herein. The following levies are hereby made and adopted:

1. The sum of \$690,858 is levied pursuant to Illinois Revised Statutes, Chapter 34, Paragraph 406, for general corporate purposes;

2. The sum of \$401,132 is levied pursuant to Illinois Revised Statutes, Chapter 34, Paragraph 409.9 for Ambulance purposes;

3. The sum of \$130,000 is levied pursuant to Illinois Revised Statutes, Chapter 85, Paragraph 9-107, for costs of insurance contracts for tort liability;

4. The sum of \$330,000 is levied pursuant to Illinois Revised Statutes, Chapter 85, Paragraph 9-107, for costs of insurance contracts for worker's compensation;

5. The sum of \$25,000 is levied pursuant to Illinois Revised Statutes, Chapter 85, Paragraph 9-107, to provide for the County's payment and contribution for unemployment insurance;

6. The sum of \$1,010,000 is levied pursuant to Illinois Revised Statutes, Chapter 108 1/2, Paragraph 7-132, for the County's payment and contribution to the Illinois Municipal Retirement Fund (I.M.R.F.);

7. The sum of \$660,000 is levied pursuant to Illinois Revised Statutes, Chapter 108 1/2, Paragraph 21-124, for the County's payment and contribution to the Social Security System;

8. The sum of \$205,000 is levied pursuant to Illinois Revised Statutes, Chapter 111 1/2, Paragraph 20c10; for Public Health purposes;

9. The sum of \$17,000 is levied pursuant to Illinois Revised Statutes, Chapter 34, Paragraph 5124, for the purpose of treating and caring for those affected with Tuberculosis;

10. The sum of \$253,102 is levied pursuant to Illinois Revised Statutes, Chapter 91 1/2, Paragraph 304, for the operation of the Community Mental Health (708) Board;

11. The sum of \$260,000 is levied pursuant to Illinois Revised Statutes, Chapter 121, Paragraph 5-601, for the County Highway purposes;

12. The sum of \$130,000 is levied pursuant to Illinois Revised Statutes, Chapter 121, Paragraph 5-603, for Federal Aid Matching;

13. The sum of \$130,000 is levied pursuant to Illinois Revised Statutes, Chapter 121, Paragraph 5-602, for the County Bridge Funds;

14. The sum of \$125,000 is levied pursuant to Illinois Revised Statutes, Chapter 85, Paragraph 1048, to pay the annual rent payable to the Public Building Commission for the Jackson County Nursing Home;

15. The sum of \$826,520 is levied pursuant to Illinois Revised Statutes, Chapter 85, Paragraph 1048, to pay the annual rent payable to the Public Building Commission for the Jackson County Jail;

16. The sum of \$55,000 is levied pursuant to Illinois Revised Statutes, Chapter 34, Paragraph 409.16, for the purpose of social services for senior citizens;

17. The sum of \$98,921 is levied pursuant to Illinois Revised Statutes, Chapter 5, Paragraph 248, for support of the Jackson county Cooperative Extension Service.

the County Clerk of Jackson County is directed to extend and the Ex-Officio Collector of taxes for Jackson County is directed to collect the foregoing amounts pursuant to law.

Approved at this special meeting of the Jackson County Board on the 27th day of November, 1991.

D. Blaney Miller
D. Blaney Miller, Chairman
Jackson County Board

ATTEST:

Robert B. Harrell
Robert B. Harrell
Jackson County Clerk & Recorder