

92-1

AMENDMENT TO ORDINANCE #89-3

An Ordinance Authorizing the County of Jackson, State of Illinois, to assess and collect fees from the owners or operators or Landfills in Jackson County, Illinois.

ARTICLE II

FEES

Section 1

There is hereby created within this County a "Solid Waste Management Fund" constituted from fees collected pursuant to this Article.

Section 2

A. The County shall assess and collect a fee in the amount set forth herein from the owner or operator of each sanitary landfill in the County permitted or required to be permitted by the Agency to dispose of solid waste if the sanitary landfill is owned, controlled, and operated by a person other than the generator of such waste. If a site is contiguous to one or more landfills owned or operated by the same person, the volumes received by each landfill shall be combined for purposes of determining the fee. The County shall deposit all fees collected into the Solid Waste Management Fund.

- 1) If more than 150,000 cubic yards of non-hazardous solid waste is received at a site in a calendar year, the owner or operator shall pay a fee of ~~\$.30~~ \$.60 cents per cubic yard, unless the owner or operator weighs the quantity of the solid waste received with a device for which certification has been obtained under the Weights and Measure Act in which case the owner or operator shall pay a fee of ~~\$.634~~ \$1.27 per ton of solid waste received.

- 2) If more than 100,000 cubic yards, but not more than 150,000 cubic yards of non-hazardous waste is received at a site in a calendar year, the owner or operator shall pay a fee of ~~\$16,675~~ \$33,350.
- 3) If more than 50,000 cubic yards, but not more than 100,000 cubic yards of non-hazardous solid waste is received at a site in a calendar year, the owner or operator shall pay a fee of ~~\$7,537.10~~ \$15,500.
- 4) If more than 10,000 cubic yards, but not more than 50,000 cubic yards of non-hazardous solid waste is received at a site in a calendar year, the owner or operator shall pay of fee of ~~\$2,301.15~~ \$4,650.
- 5) If not more than 10,000 cubic yards of non-hazardous solid waste is received at a site in a calendar year, the owner or operator shall pay a fee of ~~\$333.50~~ \$650.

D. Blaney Miller  
D. Blaney Miller, Chairman

ATTEST:

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

**JACKSON COUNTY BOARD**  
COUNTY COURT HOUSE  
MURPHYSBORO, ILLINOIS 62966

PLEASE NOTE

The maps referred to in the Ordinance will be available for inspection on Tuesday, February 11th and one hour before the Board meeting on Wednesday February 12th. The maps will also be on file in the County Clerk's office after the ordinance is adopted.

Ordinance Number 92-2

**AN ORDINANCE TO ESTABLISH THE NAMES OF ALL STREETS, LANES,  
ROADS OR HIGHWAYS IN THE UNINCORPORATED AREA OF  
JACKSON COUNTY, ILLINOIS.**

WHEREAS, the Counties Code, Chapter 34, paragraph 5-1067, Illinois Revised Statutes, 1989 provides that county boards may name or change the name of any street, lane, road 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 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;

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

Section 1.

All streets, lanes, roads, highways and public ways in the unincorporated area of Jackson County, Illinois are hereby named or renamed, as shown and depicted on the attached maps of Jackson County, Illinois and its various townships. Said maps are incorporated herein and made a part of this ordinance.

Section 2. Effective Date

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

APPROVED AND ENACTED at the regular meeting of the Jackson County Board on February 12, 1992.

D. Blaney Miller  
D. Blaney Miller  
Chairman

ATTEST:

Robert B. Harrell  
Robert B. Harrell  
County Clerk

ORDINANCE NO. 92-3

AN ORDINANCE TO MAKE A TECHNICAL CORRECTION 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, a request has been made to make a technical correction to the current Enterprise Zone area through the addition of a certain parcel 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, A-2, and A-3 and as outlined in the maps in Exhibits B, B-1, B-2, and B-3 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. \_\_\_\_\_ 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 12TH day of FEB, 1992.

APPROVED this 12TH day of FEB, 1992.

JACKSON COUNTY BOARD

Blaney Miller  
CHAIRMAN

ATTESTED:

Robert B. Farrell  
COUNTY CLERK

EXHIBIT A-3

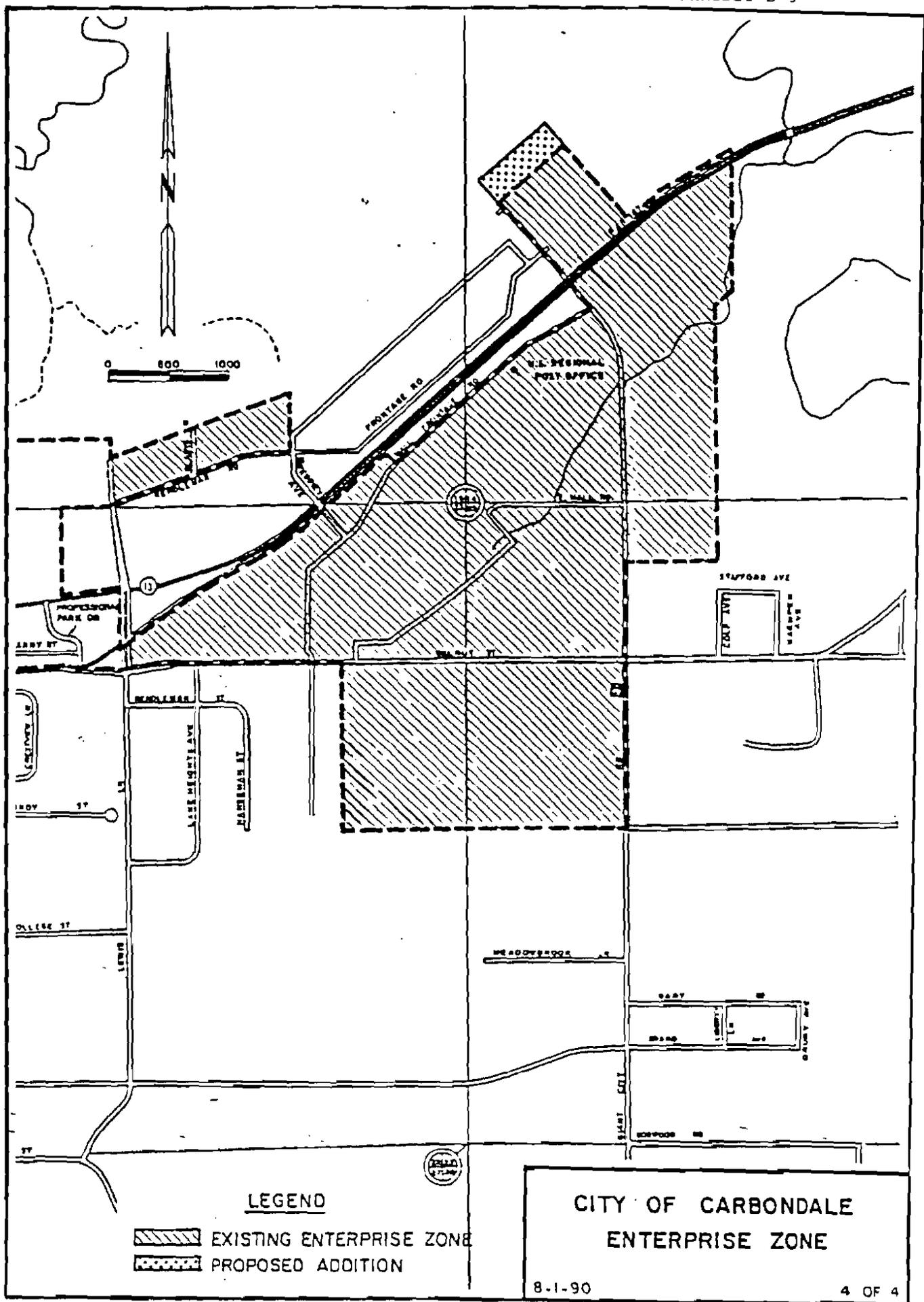
Description for Addition  
to Enterprise Zone  
City of Carbondale

General Description

A part of the Northwest Quarter of the Southwest Quarter and a part of the Southwest Quarter of the Northwest Quarter all in Section 14, Township 9 South, Range 1 West of the Third Principal Meridian, County of Jackson, State of Illinois.

Detail Description

Commencing at the Southwest corner of the Southeast Quarter of the Southeast Quarter of Section 15, Township 9 South, Range 1 West; thence North along the West line of the Southeast Quarter of the Southeast Quarter of the said Section 15, a distance of 967.99 feet to a point; thence Northeasterly along a line with a deflection angle of  $49^{\circ}19'30''$ , a distance of 2307.57 feet to a 2 inch by 30 inch aluminum capped post monument, said monument being the point of beginning for this description; from said point of beginning, thence continuing Northeasterly along the last aforesaid line projected a distance of 653.40 feet to a 2 inch by 30 inch aluminum capped post monument; thence Northwesterly along a line with a deflection angle of  $90^{\circ}06'54''$ , a distance of 266.67 feet to a point; thence Southwesterly along a line with a deflection angle of  $89^{\circ}53'06''$ , a distance of 653.40 feet to a point; thence Southeasterly along a line with a deflection angle of  $90^{\circ}06'54''$ , a distance of 266.67 feet to the point of beginning for this description, containing 4.000 acres more or less.



**LEGEND**

-  EXISTING ENTERPRISE ZONE
-  PROPOSED ADDITION

**CITY OF CARBONDALE  
ENTERPRISE ZONE**

8-1-90 4 OF 4

42-4  
AN ORDINANCE FOR THE ESTABLISHMENT  
OF AN ALTERED SPEED ZONE

**IT IS HEREBY DECLARED** by the Board of Jackson County, Illinois, that the basic statutory vehicular speed limits established by Section 11-601 of the Illinois Vehicle Code are less than that considered reasonable and proper on the highway listed below for which DeSoto Township has maintenance responsibility and which is not under the jurisdiction of the Department of Transportation, State of Illinois.

**BE IT FURTHER DECLARED** that this Board has caused to be made an engineering and traffic investigation upon highway listed below: and,

**BE IT FURTHER DECLARED** that, by virtue of Section 11-604 of the above Code and subject to approval by the Department, this Board determines and declares that reasonable and proper absolute maximum speed limit upon a portion of FAS 921 (Reed's Station Road) as listed below shall be 45 m.p.h.

A 45 miles per hour speed limit beginning at a point 200 feet north of TR 235 intersection northerly to a point at the intersection of TR 203 approximately 1/2 mile north of Reed's Station for a total distance of 1 3/4 miles.

**BE IT FURTHER DECLARED** that, by virtue of Section 11-604 of the above code, the Department is hereby requested to review the supporting data and findings of the engineering and traffic investigation submitted and filed in duplicate for each proposed speed zone of said highway described herein.

**BE IT FURTHER DECLARED** that when this Board is advised that the Department has approved the proposed maximum speed limits for the zones of said highway described herein, signs giving notice thereof shall be erected in conformance with the standards and specifications contained in the Illinois Manual of Uniform Traffic Control Devices for Streets and Highways.

**BE IT FURTHER DECLARED** that this ordinance shall take effect immediately after the erection of said signs giving notice of the maximum speed limits.

\*\*\*

I, Robert B. Harrell, County Clerk in and for Jackson County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect, and complete copy of an ordinance adopted by the Board of Jackson County at its regular meeting held at Murphysboro on 3 MAY, 1992.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seal of said County this 13 day of MAY, 1992.

Robert B. Harrell  
Robert B. Harrell, County Clerk

**S E A L**

Ord. 92-5

AMENDMENT  
JACKSON COUNTY FOOD SERVICE SANITATION ORDINANCE

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

Section 1

The Jackson County Food Service Sanitation Ordinance is, hereby, amended to read in Section H entitled ENFORCEMENT PROVISIONS - Subsection g entitled FEES: The following fees shall be required for food service establishments and retail food stores. The annual license fee for food service establishments shall be determined by "Seating Capacity". The following schedule shall apply:

<u>Seating Capacity</u>	<u>Fees</u>
1 to 50	\$ 50.00
51 to 75	\$100.00
76 to 100	\$150.00
Over 100	\$200.00
<u>Without Seating Capacity</u>	\$100.00
Drive-in food services, catering operations, food stands, mobile food units, stand-up counter service, delicatessen or similar operations.	

The annual license fee for a retail food store shall be determined by "square footage." The following fee schedule shall apply:

<u>Square Footage</u>	<u>Fees</u>
1 to 4,999 sq. ft.	\$ 50.00
5,000 to 15,000 sq. ft.	\$100.00
Over 15,000 sq. ft.	\$200.00

The license fee for a temporary food service establishment shall be \$20.00

There shall be no annual fees charged for permits to any schools, religious, voluntary, or non-profit making community organizations or institutions. All fees shall be made payable to the Jackson County Health Department and shall be deposited into the Jackson County Health Department funds.

Section 2

All ordinances or parts of this ordinance in conflict, herewith, are hereby repealed.

Section 3

This ordinance becomes effective after its passage and approval as provided by law.

Passed:            day of            , 1992

Approved:        day of            , 1992

Effective:        day of            , 1992

Signature by: D. Blaney Miller, Chairman  
Jackson County Board

\_\_\_\_\_  
Signature

Witnessed by: Robert Harrell, County Clerk  
Jackson County, IL

\_\_\_\_\_  
Signature

ORDINANCE NO. 92-6

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

WHEREAS, Jackson County Ordinance No. 91-1 requires amendment to correct certain technical matters therein contained; and

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

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.

- 1        2.    **Cable TV (CATV):** "Community Antenna Television System" as  
2        used in this Ordinance means any facility which is constructed  
3        in whole or in part, in, on, under or over any highway or  
4        other public place and which is operated to perform for hire  
5        the service of receiving and amplifying the signals broadcast  
6        by one or more television stations and redistributing such  
7        signals by wire, cable, or other means to members of the  
8        public who subscribe to said service.  
9
- 10       3.    **Cablecasting:** Programming (exclusive of broadcasting signals)  
11       carried on a Community Antenna Television System.  
12       a.    **Origination Cablecasting:** Programming (exclusive of  
13       broadcasting signals) carried on a cable television  
14       system over one or more channels, and subject to the  
15       exclusive control of the cablecaster.  
16       b.    **Access Cablecasting:** Services provided by a Community  
17       Antenna Television System on its public, educational,  
18       local government, or leased channels.  
19
- 20       4.    **Cablecaster:** Any person, business, association, engaging in  
21       the business of Cable TV (CATV).  
22
- 23       5.    **C.F.R. 76, Title 47, Part 76:** Telecommunications of U.S.C.A.  
24       of the Federal Communications Act of 1934.  
25
- 26       6.    **Channels:**  
27
- 28       a.    **Classes of Cable Television Channels:**  
29
- 30            1)    Class I is a signalling path provided by a  
31            Community Antenna Television System to relay  
32            to subscriber terminals television broadcast  
33            programs that are received off the air or are  
34            obtained by microwave or by direct connection  
35            to a television broadcast station.  
36
- 37            2)    Class II is a signalling path provided by a  
38            Community Antenna Television System to deliver  
39            to subscriber terminals television signals that  
40            are intended for reception by a television  
41            broadcast receiver without the use of an auxiliary  
42            decoding device and which signals are not involved  
43            in a broadcast transmission path.  
44
- 45            3)    Class III is a signalling path provided by a  
46            Community Antenna Television System to deliver  
47            to subscriber terminals signals that are intended  
48            for reception by equipment other than a television  
49            broadcast receiver or by a television broadcast  
50            receiver only when used with auxiliary decoding  
51            equipment.  
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- 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. 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.
  - 12. Feeder Line: The coaxial cable distribution lines that can be tapped for signal distribution to the various subscribers' homes and/or public buildings.

- 1 13. **FM Service:** Broadcast of audio signals only on a standard FM  
2 frequency.  
3
- 4 14. **Franchise:** Franchise shall mean as set out in Article III.  
5
- 6 15. **Franchisee/Franchisee:** These terms shall be used  
7 interchangeably.  
8
- 9 16. **Franchisee:** The Cablecaster which is granted a franchise  
10 pursuant to this Ordinance.  
11
- 12 17. **Franchise Area:** Geographic area as defined by Jackson County  
13 within which the Cablecaster will provide service.  
14
- 15 18. **Gross Receipts and Revenues:** This shall mean all of those  
16 revenues of the Franchisee attributable to users within the  
17 franchise area of the County including, but not limited to,  
18 monthly subscriber revenue, advertising revenue, any new local  
19 services provided by the Franchisee on its CATV system,  
20 including all forms of consideration, including but not  
21 limited to initial lump sum payments paid to the Franchisee.  
22 All revenue derived directly or indirectly by the Franchisee,  
23 its affiliates, subsidiaries, parent organization and any  
24 person in the operation of the System, shall be considered  
25 revenue. Gross receipts and Revenues shall also include any  
26 revenue derived from transmission of any commercial or  
27 noncommercial television broadcaster.  
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- 29 19. **Jackson County:** A body politic and corporate, as defined in  
30 Illinois Revised Statutes, Ch. 34, Section 30, 1979, as  
31 amended.  
32
- 33 20. **Local Programming:** Reserved.  
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- 35 21. **Local Signals:** Television signals received at locations which  
36 are within 45 miles of the broadcast station's community, or  
37 are substantially viewed off the air in the cable television  
38 community or as defined by the F.C.C.  
39
- 40 22. **Microwave Served:** A cable television system that receives  
41 some of its TV signals from a distant antenna location via  
42 point-to-point microwave relay.  
43
- 44 23. **MSO:** A Multiple System Operation who operates more than one  
45 cable television system.  
46
- 47 24. **Municipality:** A city, village, or incorporated town in the  
48 State of Illinois, but, unless the context otherwise provides,  
49 "municipal" or "municipality" does not include a township,  
50 town when used as the equivalent of a township, incorporated  
51 town which has superseded a civil township, county, school,  
52 district, park district, sanitary district, or any other

- 1 similar governmental district.  
2  
3 25. **Potential Subscriber:** Any person or entity which owns or  
4 occupies a dwelling unit where it is reasonable to assume that  
5 such persons or entities would subscribe to the services of  
6 the System regardless whether some of them have actually  
7 refused the services of the System. The meaning of Potential  
8 Subscriber given herein shall not be construed as requiring  
9 that other persons not coming within that definition may not  
10 be considered as Potential Subscribers in any agreement  
11 between a Franchisee and the County.  
12  
13 26. **Premium Programming:** Any commercial-free programming,  
14 including but not limited to, movies, concerts, variety acts,  
15 sporting events and the like for which an additional charge is  
16 made.  
17  
18 27. **Programmer:** Any person, firm, corporation, or entity who or  
19 which produces or otherwise provides program material for  
20 transmission by video, audio, digital, or other signals,  
21 either live or from recorded tapes, to subscribers, by means  
22 of the cable communications systems.  
23  
24 28. **RFP:** The Request for Proposal is the formal document which  
25 sets forth the standards expected by the County and the  
26 expectation each potential cable operator will strive to meet  
27 in its bid proposal.  
28  
29 29. **Service - Basic and Additional:**  
30  
31 a. Basic Service means the simultaneous delivery by the  
32 Franchisee to television receivers (or any other  
33 suitable type of audio/video communication receiver)  
34 to all subscribers and to all locations in the  
35 Franchise Area of:  
36  
37 1) All signals of over the air television broadcasters  
38 required of this Ordinance by the Federal  
39 Communications Commission (hereinafter FCC) to  
40 be carried by a community antenna television  
41 system as defined by the FCC and this Ordinance;  
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43  
44 2) The channels designated for special purposes by the  
45 County Board or its authorized representative;  
46  
47 3) Educational Channels;  
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49 4) Public-Access Channels;  
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51 5) Lease Channels;  
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- 1           6) Local Government Access channel signals;
- 2
- 3           7) The transmission of the Local Origination channel
- 4           signals;
- 5
- 6           8) The transmission of such other cablecast channel
- 7           signals as required by the FCC to match the number
- 8           of broadcast channel signals being transmitted; and
- 9
- 10          9) Additional Service at the option of the Franchisee.

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

15

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

20

21

22   30. **Shall:** As used herein means mandatory not directory.

23

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

37

38   32. **Subscriber:** A purchaser of any service delivered over the  
 39           CATV System and includes those persons who are not required  
 40           to pay any fee because of their exemption by this Ordinance.

41

42   33. **System:** Community Antenna Television System as defined in  
 43           Section 42-22 of the Illinois Municipal Code, and as amended  
 44           from time to time and Chap. 34, Sec. 429.24 of the Ill. Rev.  
 45           Stat., 1979, and the Federal Communications Act.

46

47   34. **System Facilities:** A system composed of, without limitation,  
 48           antenna cables, wires, lines, towers, amplifiers, conductors,  
 49           converters, equipment or facilities designed, constructed or  
 50           wired for the purpose of producing, receiving, amplifying and  
 51           distributing by coaxial cable, fiber optics, microwave or  
 52           other means, audio and/or visual radio, television,

1 35. **Television Station/Television Broadcast Station:** Any  
2 television broadcast station operating on a channel regularly  
3 assigned to its community and any television broadcast station  
4 licensed by a foreign government. Provided, however, that a  
5 television broadcast station licensed by a foreign government  
6 shall not be entitled to assert a claim to carriage or program  
7 exclusivity, pursuant to CFR Subpart D or F of Title 47, Part  
8 76, but may otherwise be carried if consistent with FCC rules.  
9

10 36. **Two-Way Capability:** The subscriber or any other location  
11 shall have the capability to choose whether or not to respond  
12 immediately, or by sequential delay by utilizing any type of  
13 terminal equipment, by pushbutton code, dial code, meter,  
14 voice, video signal or any other means, to any type of  
15 electronic signal including but not limited to audio and  
16 video, electrically or mechanically produced signal, display  
17 and/or interrogation.  
18

### 19 ARTICLE III. FRANCHISE GRANT

#### 20 Section 1. Franchise Grant.

21  
22 The franchise to be granted by Jackson County pursuant to this  
23 Act shall grant to the Grantee, the right, privilege and  
24 franchise to construct, operate and maintain a Community  
25 Antenna Television System (CATV) in the streets and roads of  
26 Jackson County for a period of 15 years, such period to begin  
27 upon the acceptance by the Franchise of the grant of franchise  
28 to be awarded subject to conditions and restrictions as  
29 hereinafter provided; and further provided that the County  
30 Board of Jackson County shall have the right to review such  
31 franchise periodically, at such time as the County Board may  
32 from time to time elect to do as hereinafter provided.  
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35

#### 36 Section 2. Authority Not Exclusive.

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38 The right to use and occupy said streets, roads and property  
39 for the purpose herein set forth shall not be exclusive and  
40 Jackson County reserves the right to grant a similar use of  
41 said streets, roads, and property to any person, company,  
42 corporation, or any other entity, at any time during the  
43 period of the franchise issued pursuant to this Act. Nothing  
44 in this Ordinance shall be construed as a waiver of the  
45 County's right to require any person utilizing the system to  
46 secure consent, or other appropriate permission authorizing  
47 such use.  
48  
49  
50  
51  
52

1           ARTICLE IV. PROVISIONS GOVERNING A CERTIFICATE OF FRANCHISE.

2  
3       Section 3. Authority and Process of Grant.

4  
5           The County of Jackson may, pursuant to Chap. 34, Sec. 429.24  
6 of the Illinois Revised Statutes, 1979, as amended, grant a  
7 franchise to one or several cablecasters within territorial  
8 limits designated by the County of Jackson. Said grant of a  
9 franchise shall be made only after application and lawful  
10 public hearings, and after study of said applications by the  
11 appropriate agency or committee has taken place. The  
12 selection process of a franchise shall be conducted pursuant  
13 to rules, regulations, and procedures to be adopted by the  
14 County Board pursuant to a duly constituted Franchise  
15 Selection Committee, or other agency, pursuant to the  
16 Ordinance or future County Board action. Awards shall be made  
17 in conformance with rules and regulations then currently in  
18 force by the FCC, and any other applicable Federal, State, or  
19 local regulatory agency.  
20

21       Section 4. Franchise Required; Duration; Exclusivity.

- 22  
23       a.    The County may grant a franchise or franchises for the use of  
24 the streets, roads and other property within the County for  
25 the construction, operation, and maintenance of a CATV System.  
26 No system shall be allowed to occupy or use the streets, roads  
27 and other property of the County, nor shall any system be  
28 allowed to operate without a CATV franchise.  
29  
30       b.    The franchise shall be granted for a term of 15 years.  
31 Thereafter the franchise may be renewed, for such a term as  
32 the County Board shall determine that, in the opinion of the  
33 Jackson County Board, will serve the public interest after  
34 full public hearing(s), and according to the franchise renewal  
35 procedure.  
36

37       Section 5. Procedure to Consider Franchise Renewal.

- 38  
39       a.    Thirteen months before expiration of the franchise, the agency  
40 or committee designated to regulate Cable TV pursuant to  
41 Article VII hereof, or other agency or committee appointed by  
42 the Jackson County Board shall review the performance of the  
43 franchise.  
44  
45       b.    After giving public notice, the committee or agency shall  
46 determine whether the operator has satisfactorily performed  
47 his obligations under the franchise and to determine whether  
48 the Franchisee's renewal proposal is reasonable to meet the  
49 future cable-related community needs and interests. To  
50 determine satisfactory performance, the Committee shall  
51 consider the Franchisee's annual reports made to the County or  
52 the FCC, and provision shall be made for community comment.

1 Industry performance on a national basis shall be considered,  
2 as well as:

- 3
- 4 1. Technical development and performance of the System;
- 5
- 6 2. Programming;
- 7
- 8 3. Other services offered;
- 9
- 10 4. Cost of service; and
- 11
- 12 5. Any other particular requirement set in the ordinance
- 13 such as the availability of programming equipment and
- 14 personal aid to channel users.
- 15

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

- 18
- 19 c. A four month period shall be provided to determine the
- 20 Franchisee's eligibility for renewal.
- 21
- 22 d. Renewal of Grant: This Grant may be renewed by the County of
- 23 Jackson for a period as required by the County Board upon the
- 24 written request of the Franchisee. Such a renewal request
- 25 must be filed at least twelve (12) but not more than fourteen
- 26 (14) months, prior to the expiration of the grant. A renewal
- 27 request may propose modifications in the terms of the
- 28 Franchisee's grant which shall be considered by the County of
- 29 Jackson. However, in any case the County of Jackson may upon
- 30 its own Motion modify the terms of a Franchisee's grant
- 31 subject to the conditions as provided for in this Ordinance.
- 32
- 33 e. Upon receipt of request for a renewal franchise, the County
- 34 shall schedule a public hearing on the matter, giving at least
- 35 thirty (30) days notice of such hearing and any franchise
- 36 modifications proposed by either the Franchisee or the County.
- 37 After hearing all evidence, opinions, and/or objections, the
- 38 County shall then render a decision to renew or not renew the
- 39 Franchisee's franchise and if such franchise is renewed,
- 40 whether or not such franchise should be modified in any way.
- 41 The Franchisee shall file its acceptance of a franchise
- 42 renewal within thirty (30) days after it is offered by the
- 43 County. Upon failure to do so, the Franchisee shall be
- 44 conclusively presumed to have consented to the expiration of
- 45 its franchise.
- 46
- 47 f. In the event the current Franchisee is determined by the
- 48 Jackson County Board to have performed unsatisfactorily new
- 49 applicants shall be sought and evaluated by the CATV Committee
- 50 and a franchise award may be made by the Jackson County Board
- 51 according to CATV franchising procedures adopted by the
- 52 Jackson County Board.

1 Section 6. Renegotiations.  
2

- 3 a. Regular Renegotiation Sessions: The County and the Franchisee  
4 shall hold scheduled renegotiation sessions within thirty (30)  
5 days of the third, sixth and ninth anniversary dates of the  
6 award of the Franchise. All such renegotiation sessions shall  
7 be open to the public and announced in a newspaper of general  
8 circulation at least five (5) days before the session.  
9
- 10 b. Special Renegotiation Sessions: Special renegotiations  
11 sessions may be held at any time during the term of the  
12 franchise, provided that both the County and the Franchisee  
13 shall mutually agree on the time, the place and the topics  
14 to be negotiated. All such renegotiation sessions shall be  
15 open to the public and announced in the newspaper of general  
16 circulation at least five (5) days before each session.  
17
- 18 c. Topics to be Renegotiated: The following topics shall be  
19 discussed at every scheduled renegotiation session:  
20
- 21 1. Service rate structure;
  - 22 2. Free or discounted services;
  - 23 3. Application of new technologies;
  - 24 4. System performances;
  - 25 5. Service provided;
  - 26 6. Programming offered;
  - 27 7. Customer complaints;
  - 28 8. Privacy in human rights;
  - 29 9. Amendments to this Ordinance;
  - 30 10. Undergrounding progress;
  - 31 11. Judicial and FCC rulings;
  - 32 12. Extensions of services.
- 33
- 34
- 35
- 36
- 37
- 38
- 39
- 40
- 41
- 42
- 43
- 44
- 45 d. Additional Topics: Topics in addition to those listed above,  
46 may be added if agreed upon by both parties. Members of the  
47 general public may add topics either by working through the  
48 negotiating parties or by presenting a petition to the Jackson  
49 County Board. If such a petition bears the valid signatures  
50 of fifty or more residents who are 18 years of age or older  
51 from within the Franchise Area, the proposed topic or topics  
52 shall be added to the list of topics to be discussed at the

1 renegotiation sessions.

- 2  
3 e. During either Franchise Renewal under Section 5 herein, or  
4 Renegotiation under Section 6 herein, where there is  
5 reasonable evidence, as determined by the Board by specific  
6 findings, of inadequate system performance by Franchisee, the  
7 Board may, at Franchisee's expense, provide for appropriate  
8 testing of the system by an independent firm, in order to  
9 determine the adequacy of system performance.

10  
11 **Section 7. Geographical Area Involved.**

- 12  
13 a. The Jackson County Board shall define a particular  
14 geographical area in which an individual franchise is to  
15 be exercised. Such geographical area will be entirely  
16 within an unincorporated area of Jackson County. In the  
17 event of an annexation of a particular franchise area,  
18 the provisions of Chap. 34, 429.24 of the Ill. Rev.  
19 Stat., as amended, shall apply.  
20  
21 b. Failure to install Cable Television drop as set forth herein  
22 within three months of such request shall constitute a breach  
23 of conditions for franchise requirements.  
24  
25 c. The County, pursuant to the hearing before the Jackson CATV  
26 Commission or other authorized agency on a petition by a  
27 Franchisee, may waive the extension of the System Facilities  
28 into any part of the franchise area if such an extension  
29 would be economically or technologically infeasible.  
30

31 **Section 8. Area of Jurisdiction.**

- 32  
33 a. The Ordinance shall apply to all areas of the County which  
34 are unincorporated at the time of its enactment or which  
35 may become unincorporated thereafter and to all unincorporated  
36 areas of any territory that hereafter may be annexed to the  
37 County.  
38  
39 b. The entity which receives the franchise from the County  
40 shall be required to extend the Cable Television System  
41 and to offer the services of the system to potential  
42 subscribers within the franchise area. Further, such  
43 service shall be offered to all subdivisions which are  
44 hereafter developed within the unincorporated area where  
45 there are at least a total of twenty-five (25) residential  
46 dwelling units per linear mile from the end of the existing  
47 trunk and/or feeder cable.  
48  
49 c. In locations in which the density of residential dwelling  
50 units, adverse terrain, or other factors render extension  
51 of system and offering of services impracticable or  
52 technically infeasible, or create an economic hardship,

1 the County, may, upon petition of the Franchisee, either  
2 waive the extension of the system into such areas, or  
3 allow the extension and offer of service on such special  
4 terms, conditions and provisions as are reasonable and fair  
5 to the County, the Franchisee, and the potential subscribers  
6 in such areas.  
7

8 **Section 9. Submittal of Map.**  
9

10 The Franchisee shall submit, in addition to the application  
11 and proposal for a franchise, a map showing the proposed  
12 franchise area and the projected construction completion date.  
13 Five original copies of said map shall be furnished to the  
14 County.  
15

16 **Section 10. Review of Map Every Three Years.**  
17

18 At three year intervals, beginning the third year after the  
19 franchise is awarded, the map referred to in Sec. 9 supra  
20 shall be reviewed, and changes in the service areas shall be  
21 incorporated by mutual agreement.  
22  
23

24 **ARTICLE V. FRANCHISEE FEE**  
25

26 **Section 11. Compensation for Franchise Fee.**  
27

28 As compensation for any franchise granted hereunder, the  
29 Franchisee shall pay to the County an annual amount equal to  
30 five percent (5%) of the Franchisee's gross receipts and  
31 revenues as defined in "Definitions" from all sources  
32 attributable to the operations of the Franchisee within the  
33 County Franchise Areas. Such payments are to be payable to  
34 the County on or before the fifteenth (15) day of the second  
35 month following the end of the quarter. In the event the FCC  
36 relinquishes its regulation of Cable Television (CATV) the  
37 Franchise Fees shall be subject to renegotiations pursuant to  
38 Article IV, Section 6. All funds received pursuant to this  
39 subsection shall be deposited into the General Fund of the  
40 County.  
41

42 **Section 12. Payment and Statement.**  
43

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

1 Section 13. Delinquent Payments.

2  
3 Delinquent payments shall bear interest at the rate of one  
4 percent (1%) per month with the minimum delinquency being one  
5 (1) month's interest charge.  
6

7 Section 14. Annual Report.

8  
9 Within ninety (90) days of the end of each fiscal year of the  
10 Franchisee, the Franchisee shall file with the County an  
11 annual report prepared, certified and audited by an  
12 independent certified public accountant, to be selected by the  
13 Franchisee and approved by the County, showing the financial  
14 status of the Franchisee and the total revenues of the  
15 Franchisee from the System for the report period.  
16

17 Section 15. Termination.

18  
19 Upon termination of the Grant at the expiration of the term  
20 provided thereof or otherwise, the Franchisee shall continue  
21 to make the quarterly/yearly statements and certifications and  
22 the annual reports as provided in this Article until such time  
23 as all payments due the Company under this Ordinance have been  
24 paid and accounted for to the reasonable satisfaction of the  
25 County.  
26

27 Section 16. Franchise Fee Subject to FCC Act.

28  
29 In the event the FCC limits the items to be included in the  
30 calculations of the Franchisee Fee, the Franchise Fee may be  
31 the subject of negotiations in respect to those items which  
32 are the subject of the FCC Action.  
33  
34

35 ARTICLE VI. PROGRAMMING

36  
37 Section 17. General Systems Standards.

- 38  
39 a. The Franchise shall establish, construct, operate and maintain  
40 the System in accordance with the highest standards and code  
41 of conduct with respect to businesses of size and type like  
42 that of the Franchise.  
43  
44 b. The Franchise, through the System, shall provide effective and  
45 efficient service in accordance with all federal and state  
46 agencies having regulatory and licensing authority in  
47 connection with the System.  
48  
49 c. The Franchise, through the System, shall provide uniform,  
50 strong signals which are free from distortion and  
51 interference.  
52

- 1 d. The Franchise shall not interrupt all or any part of the  
2 services of the System in the absence of absolute need or  
3 emergency circumstances.  
4
- 5 e. The Franchise shall establish, construct, operate and maintain  
6 the System, including System facilities, so as to, at all  
7 times, meet minimum FCC technical standards, including without  
8 limitation, specifications for frequency boundaries, visual  
9 carriers, frequency levels, aural carrier frequency levels,  
10 channel frequency response, terminal isolation and radiation.  
11
- 12 f. The Franchise shall establish, construct, operate, and  
13 maintain the System in accordance with all applicable  
14 national, state, and local building and safety codes. In the  
15 absence of any otherwise applicable building and safety code,  
16 the Franchise shall establish, construct, operate and  
17 maintain, the System in accordance with the most recent  
18 edition of the National Electrical Safety Code and the  
19 National Electrical Code.  
20
- 21 g. Without limiting the provisions of this Ordinance, the  
22 Franchise shall establish, construct, operate and maintain the  
23 System in accordance with contracts in writing approved by the  
24 Jackson County Cable Television Committee and the County  
25 Board. The contract, or any modifications thereof, shall be  
26 approved by the Jackson County Board, by resolution, with a  
27 copy of the contract attached.  
28
- 29 h. The System shall be designed, established, constructed,  
30 operated and maintained for 24-hour-a-day continuous  
31 operation.  
32
- 33 i. The System shall produce for receipt on subscribers' receivers  
34 if same are in good working order, either monochrome or color  
35 pictures (providing the receiver is color capable) that are  
36 free from any significant interference, distortion, or  
37 ghosting which would cause any material degradation of video  
38 or audio quality.  
39
- 40 j. In connection with the System the Franchise shall only employ  
41 personnel with necessary and sufficient skills and experience  
42 or training as such shall relate to their respective jobs and  
43 positions.  
44
- 45 k. The Franchise shall not be liable for interruptions in service  
46 caused by strikes, war, civil commotion, Acts of God, and  
47 other causes beyond the control of the Franchise, except, the  
48 Franchise shall abate its service charges during said period  
49 of interruption which lasts more than 24 hours.  
50
- 51 l. Cablecaster shall install an AB switch upon request by a  
52 subscriber which cost will be paid by the subscriber.

1 Section 18. Service to Public Buildings .

2  
3 The Franchisee shall agree to and shall furnish without any  
4 installation charge for the initial or first connection or  
5 monthly service charge for live connections to all  
6 governmental buildings or facilities within the Franchise Area  
7 or Areas within 300 feet of Franchisee's existing cable; to  
8 all public and parochial elementary, secondary, and college  
9 level schools located within the Franchise Area or  
10 Franchisee's area; and to any other institutions or nonprofit  
11 organizations so designated by the County. Each institution  
12 connected by the cablecaster or cablecasters shall be  
13 responsible for all internal connecting from such energized  
14 connection source.

15  
16 Section 19. Additional Services Prohibited.

17  
18 Unless authorized by the County, the Cablecaster shall not  
19 offer or provide (and shall not charge for) System Services  
20 other than those specifically referenced in this Section or  
21 elsewhere in this Ordinance.

22  
23  
24 ARTICLE VII. REGULATION

25  
26 Section 20. Continuing Regulatory Jurisdiction.

27  
28 The County shall have continuing regulatory jurisdiction and  
29 supervision over the operation of any franchise granted  
30 hereunder and may from time to time adopt such reasonable  
31 rules and regulations as it may deem necessary for the conduct  
32 of the business contemplated hereunder.

33  
34 Section 21. Cable Television (CATV) Committee Established.

35  
36 The continuing regulatory jurisdiction of the County shall be  
37 exercised by a County Board Committee or through a commission  
38 that the County Board may establish. A committee or  
39 commission hereafter established or appointed to exercise the  
40 County Board's continuing regulatory jurisdiction shall have  
41 the following responsibilities and duties and such other  
42 responsibilities and duties that the County Board may assign  
43 to it:

- 44  
45 a. To resolve disputes or disagreements among franchises, and  
46 between subscribers, public and private users of the System,  
47 and the Franchisee. Such action shall only be taken if those  
48 involved in such dispute are not first able to resolve their  
49 dispute or disagreement without the aid of such committee or  
50 commission. Such committee or commission shall adopt such  
51 rules as necessary to effect a fair hearing for those in  
52 dispute, including cablecaster's decisions and actions under

1 Section 28 hereof. Any party aggrieved by a decision hereunder  
2 shall have the right, upon request, to review by the Jackson  
3 County Board.  
4

- 5 b. To review and audit all reports and filings submitted to the  
6 County as required hereunder and such other correspondence as  
7 may be submitted to the County concerning the operation of the  
8 Cable Television System.  
9
- 10 c. To review the rules and regulations set by the Franchisee  
11 pursuant to the provisions of Article VII.  
12
- 13 d. To assure that all tariffs, rates and rules pertinent to the  
14 operation of Cable Television in the Jackson County area are  
15 made available for inspection by the public at reasonable  
16 hours and upon reasonable request.  
17
- 18 e. To act in any capacity in which the County may participate in  
19 County-wide Programming and recommending any changes to the  
20 County Board.  
21
- 22 f. To advise the County Board on applications for franchises,  
23 unless the County Board shall otherwise provide for the  
24 handling of this function.  
25
- 26 g. To advise the County Board on matters which might constitute  
27 grounds for revocation of the franchise in accordance with  
28 this Ordinance.  
29
- 30 h. To advise the County Board on regulation of rates in  
31 accordance with this Ordinance. Such advice shall be in the  
32 form of a written report to the County Board. The Committee  
33 shall hold rate review proceedings in conformance with Article  
34 VIII of this Ordinance.  
35
- 36 i. To coordinate the Franchisee's local programming services for  
37 best use of public facilities and channels of the System.  
38
- 39 j. To advise the County Board regarding general policy relating  
40 the services provided subscribers and the operations and use  
41 of public channels, with a view to maximizing the diversity of  
42 programs and services to subscribers. The use of public  
43 channels shall be allocated on a first come, first serve  
44 basis, subject to limitations on monopolization of System time  
45 or prime time.  
46

47 **Section 22. Option to Form Regulatory Entity.**  
48

49 The County Board may, at its sole option, determine that the  
50 functions of the Committee referred to in Secs. 20 & 21 of  
51 this Article entitled "Continuing Regulatory Jurisdiction",  
52 should be carried out by the Cable Television Committee or

1 Commission which shall be known or otherwise denominated by  
2 the County Board and be organized and function in the  
3 following manner.  
4

5 **Section 23. Members and Terms.**  
6

7 The County Board Chairman, with the advice and consent of the  
8 County Board, may appoint five (5) members to the Commission,  
9 who are County residents, that shall reflect the "diverse"  
10 population of the County, as such term is determined by the  
11 County Board. Each member shall serve for a single three year  
12 term. Initial terms shall be for one (1), two (2), and three  
13 (3) years, determined by lots as follows: one member shall  
14 serve for one (1) year; two members shall serve for two (2)  
15 years; and two members shall serve for three (3) years. Any  
16 vacancy in the office shall be filled by the County Board for  
17 the remainder of the term. No employee or person with  
18 ownership interest in a Cable Television franchise granted  
19 pursuant to this Ordinance shall be eligible for membership on  
20 the Commission. The members of the Commission shall elect a  
21 chairman of the Commission from among their membership at the  
22 first meeting of the Commission after all initial appointments  
23 have been made, and he shall serve for one (1) year. A  
24 chairman shall thereafter be elected for a one (1) year term  
25 each year at the first meeting after new appointments to the  
26 Commission have been made.  
27

28 **Section 24. Action by the Commission.**  
29

30 Any action of the Commission shall require the concurrence of  
31 three (3) members.  
32

33 **Section 25. Time of Meeting.**  
34

35 All meetings of the Commission shall be held at the call of  
36 its chairman or at the call of the County Board and shall be  
37 at such times or places within the County as the Commission or  
38 the County Board shall determine unless otherwise required by  
39 this Ordinance.  
40

41 **Section 26. Duties.**  
42

43 The Commission shall keep other duties as the County Board may  
44 delegate to it.  
45

46 **Section 27. Hearings.**  
47

48 A Franchise shall ensure that all subscribers, programmers and  
49 members of the general public have recourse to a satisfactory  
50 hearing of any complaint.  
51  
52

1       **Section 28. Complaint Procedure.**

2  
3       The County shall work closely with a Franchisee and members of  
4 the public, to establish procedures for handling and settling  
5 complaints. A Franchisee shall present to the County, no  
6 later than six (6) months after the effective date of its  
7 franchise, a set of rules, regulations, and procedures,  
8 concerning the handling and settling of complaints.  
9

10       a. The Cablecaster shall establish, operate and maintain a  
11 business office and agent for the purpose of receiving  
12 inquiries, requests and complaints concerning all aspects  
13 of the establishment, construction, maintenance, and  
14 operation of the System and the payment of Subscribers  
15 service charges. The office shall have a listed  
16 telephone and shall be open during reasonable business  
17 hours. In the event such business office is not located  
18 within this County, then the Cablecaster shall maintain  
19 an agent or representative within the Counties contiguous  
20 to this County, including Randolph, Perry, Franklin,  
21 Williamson, Johnson and Union Counties, which agent shall  
22 be accessible to such inquiries, requests and complaints  
23 as aforementioned through contact with the business  
24 office of said Cablecaster.  
25

26       b. The Cablecaster shall respond to and resolve Subscribers'  
27 complaints or requests for service in connection with  
28 repairs and maintenance and malfunctions of System  
29 Facilities. The Cablecaster shall respond as soon as  
30 possible on such complaints or requests.  
31

32       c. The Cablecaster shall maintain a repair and  
33 troubleshooting force capable of responding to subscriber  
34 complaints or requests for service within twenty-four  
35 (24) hours after receipt of the complaint or request. No  
36 direct charge shall be made to the subscriber for this  
37 service.  
38

39       d. The Cablecaster shall in writing furnish to Subscribers  
40 at the time they connect to the System information con-  
41 cerning procedures for making inquiries, requests and  
42 complaints about the System. The information shall  
43 at least include names, addresses, and telephone  
44 numbers of the business office and agent. The  
45 Cablecaster shall provide such information as will  
46 reasonably permit Subscribers to effectively submit  
47 inquiries, requests and complaints and to obtain  
48 satisfactory resolution or handling in connection  
49 therewith, especially in connection with the quality  
50 of the Company's delivery of Services.  
51  
52

- 1 e. The Cablecaster shall keep full records in connection  
2 with all inquiries, complaints and requests in  
3 connection with the System. Minimally, such records  
4 shall identify the person in contact, the subject  
5 matter of the contact and the resolution of the matter  
6 in question or the action taken by the Company in  
7 connection with the contact. The Cablecaster shall  
8 make these records available to the County for  
9 inspection within three days of receipt of written  
10 requests from the County.  
11
- 12 f. The Cablecaster shall annually conduct a subscriber  
13 survey in order to determine subscriber satisfaction with  
14 the established complaint procedure. The Cablecaster  
15 shall make the returned surveys available to the County,  
16 either with the annual report under Section 14 herein or  
17 at other such time as convenient to the Cablecaster. The  
18 results of such survey shall be considered by the County  
19 in determining renewal or renegotiation under Article IV  
20 herein. Such subscriber survey may be provided to  
21 subscribers by the Cablecaster by either attaching same  
22 to its bill for services or by incorporating same  
23 directly on its bill for services, provided Cablecaster  
24 provides adequate space on the billing statement or  
25 attachment for subscriber to complete said survey.  
26
- 27 g. The Cablecaster shall conduct a subscriber survey in  
28 order to determine preferences for existing programming  
29 and available but not offered programming, every two  
30 years. The Cablecaster shall publish the results of such  
31 survey in a newspaper of general circulation and shall  
32 provide a report of same to the County. Such subscriber  
33 survey may be provided to subscribers by the Cablecaster  
34 by either attaching same to its bill for services or by  
35 incorporating same directly on its bill for services,  
36 provided Cablecaster provides adequate space on the  
37 billing statement or attachment for subscriber to  
38 complete said survey.  
39

## 40 ARTICLE VIII. RATES

### 41 Section 29. Nature of Rates.

42  
43  
44  
45 The rates for cable television services charged to potential  
46 subscribers in the unincorporated area shall not be greater  
47 than rates charged for comparable service to any subscribers  
48 by the Franchisee elsewhere in Jackson County.  
49  
50  
51  
52

1     **Section 30. Schedule of Rates.**

2  
3     A Franchisee shall annually file with the County Board, a full  
4     schedule of all subscriber and user rates for Basic Services  
5     and Additional Services, and all other charges made in  
6     connection with the System. Any special rates for large  
7     institutions, motels, multiple family dwelling units, and  
8     every other type of subscribers shall be included.  
9

10    **Section 31. Regulation of Rates.**

11  
12    It is the policy of the County not to regulate rates charged  
13    by a Franchise for any of its services. However, the County  
14    expressly reserves the right to regulate the Franchisee's  
15    rates to the extent permitted by law. At the time of each  
16    hearing conducted pursuant to Article IV, the County shall  
17    consider whether to regulate rates. This Ordinance shall be  
18    amended to provide for appropriate standards and hearings in  
19    order that such rates may be fairly and equitably determined.  
20    Each franchise granted hereunder shall be subject to the  
21    County's right to amend this Ordinance for the purpose stated  
22    in this Article.  
23

24  
25    **Section 32. Right to be Heard.**

26  
27    All interested persons shall be entitled to be heard at any  
28    such proceedings. Such right shall be exercised at the sole  
29    discretion of the County.  
30

31  
32                    **ARTICLE IX. TERMINATION OF SERVICE**

33  
34    **Section 33. Termination Procedure.**

35  
36    Upon written request for termination of the System Service by  
37    a Subscriber, the Franchisee shall, without charge, terminate  
38    such service within thirty (30) days of receipt of such  
39    request. Following the third day after receipt of such  
40    request, charges to a subscriber for the month in which  
41    termination of System Service was requested shall be abated  
42    pro rata for each day remaining in such month.  
43

44  
45                    **ARTICLE X. TERMINATION OF FRANCHISE**

46  
47    **Section 34. County Right to Terminate Grant.**

48  
49    In addition to all other rights, powers, or remedies  
50    pertaining to the County in connection with this Ordinance or  
51    otherwise, the County reserves the right to terminate, cancel,  
52    and revoke the Franchise and all rights and privileges of the

1 Franchise under this Ordinance if any of the following events  
2 shall occur and be continuing:

- 3  
4 a. The Franchisee does not pay any portion of the fee for the  
5 franchise when due.  
6  
7 b. Any material representation or warranty made by the Franchisee  
8 in connection with the Grant proves to have been false in any  
9 material respect when made.  
10  
11 c. The Franchisee violates any other covenant, agreement or  
12 condition of the Grant and such violation shall not have been  
13 cured within such reasonable period as may have been granted  
14 to the Franchisee by the County Authorities pursuant to the  
15 provision of this Article.  
16  
17 d. The Franchisee applies to any tribunal for the appointment of  
18 a trustee or receiver of any substantial part of the assets of  
19 the Franchisee, or commences any proceedings relating to the  
20 Franchisee under any bankruptcy, reorganization arrangement,  
21 insolvency, readjustment of debt, dissolution or other  
22 liquidation law of any jurisdiction, or any such application  
23 is filed, or any such proceeding is commenced, against the  
24 Franchisee, and the Franchisee indicates its approval, consent  
25 or acquiescence, or an order entered appointing such trustee  
26 or receiver or adjudicating the Franchisee bankrupt or  
27 insolvent, or approving the petition in any such proceeding,  
28 and such order remains in effect for sixty (60) days.  
29  
30 e. Any order is entered in any proceeding against the Franchisee  
31 decreeing the dissolution or split-up of the Franchisee and  
32 such order remains in effect for sixty (60) days.  
33  
34 f. A failure by the Franchisee to provide or maintain in full  
35 force and effect the liability and indemnification coverage or  
36 the bond as required herein.  
37  
38 g. Frequent violations of the Franchisee of any orders or rulings  
39 of any regulatory body having jurisdiction over the Franchisee  
40 relative to its franchise.  
41  
42 h. The Franchisee's complete cessation of services for any reason  
43 within the control of the Franchisee over the System  
44 facilities. However, the Franchisee shall not be declared at  
45 fault or subject to any sanction under any provision of this  
46 Ordinance in any case in which performance of any such  
47 provision is prevented for reasons of strikes, war, civil  
48 commotions, Acts of God, or other causes beyond the control of  
49 Franchisee. Causes beyond control shall not include  
50 proceedings set forth in this Article X. Fault shall not be  
51 deemed to be beyond the Franchisee's control if committed by  
52 a corporation or other business entity in which the Franchisee

1 holds a controlling interest, whether held directly or  
2 indirectly.

- 3  
4 i. The Franchisee attempts to evade any of the provisions of this  
5 Ordinance or practices any fraud or deceit upon the County or  
6 upon subscribers.  
7  
8  
9 j. The Franchisee fails to establish, construct or operate the  
10 System substantially in compliance with the schedule in  
11 Article XVII of this Ordinance, with due consideration to be  
12 given to the nature and cause of any delays.  
13

14 Section 35. Procedures Prior to Revocation.

15  
16 If it appears to the County Board Cable Television Committee  
17 or other designated committee or agency hereinafter referred  
18 to as "CTC" that by reason of one or more causes specified in  
19 Section 34, paragraphs (a) through (c) and (f) through (j)  
20 inclusive, grounds exist for revoking the Franchisee's grant,  
21 the following procedures shall then be followed:  
22

- 23 a. The CTC may make a written demand that the Franchisee comply  
24 with the requirements, limitations, term conditions, rules, or  
25 regulations. The CTC or other designated committee or agency  
26 shall provide the County Board and the Franchisee with a copy  
27 of each such written demand.  
28  
29 b. If the failure, refusal or neglect of the Franchisee continues  
30 for a period of thirty (30) days following such written  
31 demand, the CTC may place a request for revocation of the  
32 franchise upon the next regular meeting of the County Board.  
33  
34 c. With or without compliance with the foregoing procedure, the  
35 CTC may cause to be served upon the Franchisee reasonable  
36 notice in writing of its intent to request a revocation of the  
37 Franchisee's grant. Such notice shall state the time and  
38 place of the meeting and shall be published by the County  
39 Clerk at least once during the four-day period preceding the  
40 meeting of the County and the Franchisee, in a newspaper of  
41 general circulation within the County.  
42  
43 d. The CTC shall consider the request for revocation and shall  
44 hear any persons interested therein, and shall determine, in  
45 its discretion, whether or not any failure, refusal or neglect  
46 of the Franchisee was with just cause.  
47  
48 e. If the failure, refusal or neglect by the Franchisee to follow  
49 any rule or regulation was with just cause, the CTC shall  
50 direct the Franchisee to comply with such rules or regulations  
51 within such time and manner, and upon such terms and  
52 conditions, as are reasonable.

- 1 f. If the CTC shall determine that such failure, refusal or  
2 neglect by the Franchisee was without just cause, then the CTC  
3 may recommend to the County Board that the Grant of the  
4 Franchisee shall be revoked and terminated and the bond  
5 forfeited.  
6
- 7 g. If the County Board shall determine such failure, refusal or  
8 neglect to follow any rule or regulation by the Franchisee was  
9 without just cause, the County Board may, by resolution,  
10 declare that the franchise of such Franchisee is revoked and  
11 forfeited unless there be compliance by the Franchisee within  
12 such period as the County Board may fix.  
13

14 **Section 36. Revocation with Reasonable Notice.**

15  
16 Cancellation and revocation of the Grant by reason of cause  
17 specified in Section 34 and 35 of this Article X shall be  
18 solely in the discretion of the County upon reasonable notice  
19 to the Franchisee.  
20

21 **Section 37. Effective Date of Revocation.**

22  
23 Revocation of the Grant shall be effective no earlier than six  
24 (6) months after the effective date of the Ordinance providing  
25 for such revocation. During such six month period, the Limits  
26 of the County under the supervision of the CTC and in  
27 conformance with all ordinances, rules, regulations, policies,  
28 and procedures of the County. At its sole option, the County  
29 may allow the Franchisee to transfer or assign the Franchise  
30 or the System Facilities according to the provisions of  
31 Article XXI of this Ordinance rather than requiring the  
32 Franchisee to remove the System and System Facilities as  
33 described herein.  
34

35 **Section 38. Lesser Sanctions.**

36  
37 As an alternative, the County, at its sole option, may fine  
38 the Franchisee for violations of any of the provisions of this  
39 Ordinance according to the following schedule.  
40

- 41
- 42 a. Failure to file required documents, applications or reports,  
43 with the County....\$50.00 per day or any part thereof.  
44
  - 45 b. Refusing to allow County inspection of Franchisee  
46 records....\$100.00 per day or any part thereof.  
47
  - 48 c. Implementation of service charges without prior County  
49 approval....\$500.00 per day or any part thereof.  
50
  - 51 d. Failure to complete construction according to the schedule  
52 defined herein....\$200.00 per day or any part thereof.

- 1 e. Failure to conform to any other Article, Provision, Clause, or  
2 Phrase of this Ordinance....\$75.00 per day or any part  
3 thereof.  
4
- 5 f. Fines levied against the Franchisee shall be collected from  
6 the performance bond defined in Article XVIII. In the event  
7 that said performance bond is allowed to expire according to  
8 the provision of Article XVIII, the County may, if the  
9 Franchisee fails to pay said fines, pursue its claims in a  
10 court of competent jurisdiction, and/or seek a revocation of  
11 the Franchisee's grant according to the provisions of Article  
12 X herein.  
13

14 **Section 39. Continuation of Service.**  
15

16 In the period between expiration, cancellation or termination  
17 of the franchise and the transfer of the cable system pursuant  
18 to Article X herein, the Franchisee shall continue to provide  
19 service to the public as if its franchise were still in  
20 effect. The Franchisee shall act as a trustee for its  
21 successor in interest and provide an accounting for net  
22 earnings or losses during such an interim period.  
23

24 **ARTICLE XI. RECORDS.**  
25

26 **Section 40. Maintenance of Records.**  
27

28 All financial records of the Franchisee with respect to  
29 Subscribers, Subscriber Revenue, plant and equipment costs  
30 associated with System Facilities shall be maintained as  
31 though the System were a separate segment of business  
32 enterprise with the Franchisee's operation.  
33

34 **Section 41. Right of Inspection.**  
35

36 The County shall have the right, upon reasonable notice to the  
37 Franchisee and at reasonable times, hours, dates and  
38 frequency, to inspect all or any of the Franchisee's records,  
39 documents, and engineering records and documents of every kind  
40 in connection with the grant, the System, the System  
41 Facilities, and the Franchisee's undertakings with respect to  
42 this Ordinance. The Franchisee shall fully cooperate in  
43 allowing the County to conduct such inspections. Such records  
44 shall be held in an office of the Franchisee which shall be  
45 located in Jackson County, or otherwise pursuant to Section 28  
46 a. hereof.  
47

48 **Section 42. Filing of Governmental Documents.**  
49

50 Unless otherwise directed by the County, the Franchisee shall  
51 simultaneously file with the County a copy of all petitions,  
52 applications, reports and communications filed or submitted by

1 the Franchisee with the Securities and Exchange Commission,  
2 the FCC and any other governmental entity or agency having  
3 jurisdiction with respect to any matter affecting the System,  
4 System Facilities, or the Franchisee's undertakings with  
5 respect to this Ordinance. The County may, as an alternative  
6 hereto, elect to undertake a right of inspection of such  
7 documents at Franchisee's place of business.  
8

9 **Section 43. Filing of Maps and Plans.**

10  
11 At least ten (10) days prior to construction of any part of  
12 the System or System Facilities upon the public right-of-way,  
13 the Franchisee shall file with the Jackson County Board six  
14 (6) copies of all strand maps, which shall accurately show the  
15 nature of the proposed construction or improvements. Upon  
16 completion of such construction, the Franchisee shall submit  
17 to the Jackson County Board six (6) "AS BUILT" plans which  
18 shall show existing public or private utility structures and  
19 other improvements.  
20

21 **Section 44. Filing of Monthly Reports.**

22  
23 During the initial construction of the System, the Franchisee  
24 shall file with the CTC monthly reports on the first day of  
25 each month until "construction completion" is reached.  
26 Thereafter, the Franchisee shall file with the County a  
27 semiannual report for the period preceding January 1 and July  
28 1 of each year until the second year after the System is fully  
29 constructed and serving Subscribers. Such reports shall  
30 include information concerning the number of Subscribers, the  
31 areas of the County in which construction is completed, the  
32 areas of the County in which construction is under contract  
33 but is not completed, together with a projected completion  
34 date for construction in such areas, and such other  
35 information as may from time to time be requested by the CTC.  
36

37 **Section 45. County Filing Requirements.**

38  
39 At the time of filing its annual report pursuant to Article V,  
40 Section 14 hereof, the Franchisee shall file with the CTC the  
41 following:  
42

- 43 a. A list of its general partners, and all limited partners  
44 owning directly or indirectly five percent (5%) or more  
45 interest in the partnership; or if a corporation, it shall  
46 file a current list of all its directors, officers and  
47 shareholders owning directly or indirectly five percent (5%)  
48 or more of the stock.  
49  
50 b. A statement under oath from an official or representative of  
51 the Franchisee having the requisite knowledge to make such  
52 statement declaring the Franchisee has not during the

1 preceding year, defaulted on any obligation of the Franchisee.

2  
3 **Section 46. Filing of Rules and Regulations.**

4  
5 The Franchisee shall from time to time as promulgated file  
6 with CTC copies of all current rules, regulations, terms and  
7 conditions established or imposed by Franchisee in connection  
8 with the establishment, construction, operation and  
9 maintenance of the System.

10  
11 **ARTICLE XII. REPRESENTATIONS BY THE FRANCHISEE**

12  
13 **Section 47. Confirmation of Representation.**

14  
15 For purposes of this Article the term "principal of any  
16 partner" shall mean any limited partner owning directly or  
17 indirectly five percent (5%) or more interest in the  
18 partnership; or if a partner is a corporation, each and every  
19 Director, Officer, and Shareholder owning directly or  
20 indirectly five percent (5%) or more of the stock of such  
21 corporation. For purposes of this Article, the term "Principal  
22 Stockholder" shall mean each and every one of, Officers, and  
23 Shareholders owning either directly or indirectly five percent  
24 (5%) or more of the stock of the Franchisee of a corporation.  
25 Except for circumstances which have been disclosed by the  
26 Franchisee in writing to the County prior to adoption of this  
27 Ordinance, on accepting the Grant, the Franchisee represents  
28 and warrants to the best of Franchisee's knowledge with  
29 respect to the Franchisee as follows:

- 30  
31 a. No general partner, any principal of any partner, or principal  
32 stockholder has ever been convicted of a crime involving moral  
33 turpitude or is presently under indictment charging such a  
34 crime.  
35  
36 b. No general partner, any principal of any partner, or principal  
37 stockholder has ever been punished or censured in any  
38 jurisdiction by a court or an administrative agency for any  
39 violation or attempted violation of any law, rule or order  
40 relating to cable television operations.  
41  
42 c. No general partner, any principal of any partner, or principal  
43 stockholder has ever personally filed for or been principal or  
44 officer of any company, business, partnership or corporation  
45 which was filed for bankruptcy.  
46  
47 d. Representations made by the Franchisee in its documents  
48 submitted to the County required in this Ordinance, dated  
49 \_\_\_\_\_, 19\_\_\_\_, are true, correct and  
50 complete in all material respects.  
51  
52

- 1 e. The Franchisee is not a party to any pending or threatened  
2 litigation in any court of law or proceeding by the Securities  
3 and Exchange Commission, the FCC or any other governmental  
4 body in which any franchise held by the Franchisee is  
5 challenged.  
6  
7 f. The Franchisee has never held a franchise which was revoked.  
8  
9 g. The Franchisee has never been held by a court of law to be in  
10 breach of any contract in connection with a cable television  
11 franchise held by the Franchisee.  
12  
13 h. That the Franchisee is in compliance with all applicable laws  
14 and regulations concerning the offer and sale of its  
15 respective securities.  
16  
17 i. Franchisee, its successors and assigns, shall disclose to the  
18 County in writing, from time to time any circumstances which  
19 may render any of the representations made herein untrue in  
20 any material respect.  
21  
22 j. That the Franchisee and its principal officers shall submit  
23 and file a statement of economic interest pursuant to the  
24 Illinois Governmental Ethics Act.  
25  
26 k. The applicant for a Grant shall subscribe and swear to the  
27 following affidavit:  
28  
29 1. Anti-Collusion Affidavit;

30  
31 The following affidavit is submitted by Applicant as a part of  
32 this proposal:  
33

34 "The undersigned deponent, of lawful age, being duly  
35 sworn, upon his/her oath deposes and says: That he/she  
36 has lawful authority to execute the within and foregoing  
37 proposal; that he/she has executed the same by  
38 subscribing his/her name hereto under oath for and on  
39 behalf of said applicant; that applicant has not directly  
40 or indirectly entered into any agreement except as may be  
41 fully disclosed in its proposal, express or implied, with  
42 any other applicant, having for its object the  
43 controlling of the fees or terms of such proposal or  
44 proposals, the limiting of the proposals or the  
45 applicants, that he/she has not and will not divulge the  
46 sealed proposal to any person whomsoever, except those  
47 having a partnership or other financial interest with  
48 him/her in said proposal or proposals, until after the  
49 said sealed proposal or proposals are opened by the  
50 County of Jackson.  
51  
52

1 "Deponent further states that the applicant has not  
2 been a party to any collusion with any Jackson County  
3 Official or employee or agent representative as to  
4 quantity, quality, or price in the prospective franchise  
5 agreement; or in any discussions between applicants and  
6 any Jackson County Official concerning exchange of money  
7 or other things of value for special consideration in the  
8 granting of a franchise; that the applicant has not paid,  
9 given or donated or agreed to pay, give or donate to any  
10 officer or employee of Jackson County any money or other  
11 thing of value, either directly or indirectly, in the  
12 procuring of the grant of franchise pursuant to this  
13 proposal."  
14

15  
16 Signed \_\_\_\_\_  
17 (Applicant)

18  
19  
20 By \_\_\_\_\_  
21  
22 Title \_\_\_\_\_  
23

24  
25 SUBSCRIBED AND SWORN TO before me

26  
27 this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

28  
29  
30 \_\_\_\_\_  
31 NOTARY PUBLIC

32  
33 2. Affidavit.

34  
35 COUNTY OF \_\_\_\_\_  
36 \_\_\_\_\_  
37

38 Before me, the undersigned authority, a Notary  
39 Public in and for the County of Jackson personally  
40 appeared \_\_\_\_\_ who, being  
41 duly sworn according to law deposes and says that he/she  
42 is \_\_\_\_\_ (state title;  
43 position) for \_\_\_\_\_ and that as  
44 such he/she is authorized to make this Affidavit and  
45 submit the attached application to the County of Jackson  
46 on applicant's behalf; that the averments of facts  
47 contained in the application which constitutes an offer  
48 by \_\_\_\_\_ (name of applicant)  
49 to the County of Jackson to install and operate a cable  
50 communications system in the County, which are within  
51 his/her personal knowledge are true, and as to those  
52 based upon information he/she received from others,

1 he/she believes them to be true; and further, that he/she  
2 is authorized on behalf of \_\_\_\_\_  
3 (name of applicant) and does consent to any investigation  
4 or inquiry by the release of such information, it being  
5 his/her understanding that all of the facts or  
6 representations in the application are to be subject to  
7 the strictest scrutiny.  
8  
9  
10 \_\_\_\_\_  
11 \_\_\_\_\_  
12 (For Applicant)

13 SUBSCRIBED AND SWORN to  
14  
15 before me this \_\_\_\_ day  
16  
17 of \_\_\_\_\_, 19\_\_\_\_.  
18

19  
20 \_\_\_\_\_  
21 Notary Public  
22

23 **ARTICLE XIII. PUBLIC, EDUCATIONAL, AND MUNICIPAL CONNECTIONS**

24  
25 **Section 48. Free Service to Public Buildings.**

26  
27 The Franchisee shall have the obligation referred to  
28 hereinbefore in Section 18 hereof and additionally, from time  
29 to time throughout the term of the Grant at the direction of  
30 the County, and under the same requirements of Section 18,  
31 shall provide such a connection to the System For Basic  
32 Subscriber Services to the County in one such connection to  
33 such new governmental buildings or facilities within the  
34 Franchise area or areas as described in Section 18.  
35

36 **Section 49. Programming.**

37  
38 The System shall carry premium programming.  
39

40 **ARTICLE XIV. PERFORMANCE MONITORING**

41  
42 **Section 50. Regulations.**

43  
44 Except to the extent to which the FCC has preempted the field  
45 of performance monitoring, the following rules shall apply to  
46 the Franchisee:  
47

- 48 a. The performance of each System Facilities for which a grant is  
49 awarded hereunder with respect to the standards set forth in  
50 Article VI shall be monitored in accordance with this Section  
51 51.  
52

- 1 b. Test procedures used in verification of the performance  
2 criteria set forth herein, if not as set forth in Par. 2,  
3 Subpart 1, of the FCC Rules and Regulations, shall be in  
4 accordance with good engineering practice and shall be fully  
5 described in an attachment to the annual report filed with the  
6 County.  
7
- 8 c. To the extent that the report of measurements as required  
9 above may be combined with any reports of measurements  
10 required by the FCC or other regulatory agencies, the County  
11 shall accept such combined reports, provided that all  
12 standards and measurements herein or hereafter established by  
13 the County are satisfied.  
14
- 15 d. Not later than thirteen (13) months after any new or  
16 substantially rebuilt portion of the System Facilities is made  
17 available for service to subscribers or within such lesser  
18 period of time as may be required by the FCC from time to  
19 time, technical performance tests shall be conducted by the  
20 Franchisee to demonstrate full compliance with the Technical  
21 Standards of the FCC, or the County. Such tests shall be  
22 performed by or under the supervision of a qualified  
23 registered professional engineer with proper training or  
24 experience. A copy of the report shall be submitted to the  
25 County describing test results, instrumentation, calibration,  
26 and test procedures and the qualifications of the engineer  
27 responsible for the test.  
28
- 29 e. The County may require additional tests on the basis of  
30 complaints received or other evidence indicating an unresolved  
31 controversy or significant noncompliance, and such tests will  
32 be limited to the particular matter in controversy. The County  
33 will endeavor to so arrange its requirements for such  
34 additional tests so as to minimize hardship or inconvenience  
35 to the Franchisee or to the Subscriber.  
36
- 37 f. Should any test of the System Facilities determine that said  
38 facilities are incapable of meeting the technical performance  
39 standards of the FCC or any other governmental body with  
40 regulatory authority over the System, or in their absence, any  
41 technical performance standards, of the FCC or any other  
42 governmental body with regulatory authority over the System,  
43 or in the cable industry, the Franchisee shall replace said  
44 facilities with facilities which will meet said technical  
45 standards within ninety (90) days of the test results.  
46  
47  
48  
49  
50  
51  
52

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.

1 Section 56. Authority to Maintain Trees.

2  
3 The Franchisee shall have the authority to trim trees upon and  
4 overhanging streets, alleys, sidewalks, and public ways, and  
5 places within the franchise territory so as to prevent the  
6 branches of such trees from coming in contact with the wires  
7 and cables of the Franchisee, except that at the option of the  
8 County or other duly authorized highway authority, such  
9 trimming may be done by it or under its supervision and  
10 direction at the expense of the Franchisee.  
11

12 Section 57. Underground Cables.

13  
14 In all sections of the franchise territory where the cables,  
15 wires, or other like facilities are placed underground, the  
16 Franchisee shall place its cables, wires or other like  
17 facilities underground to the maximum extent that existing  
18 technology reasonably permits the Franchisee to do.  
19

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

- 21  
22 a. No poles or other wire-holding structures shall be erected by  
23 the Franchisee without prior approval of the Board or  
24 delegated agency with regard to location, height type, and any  
25 other pertinent aspect. However, no location of any pole or  
26 wire-holding structures of the Franchisee shall be a vested  
27 interest and such poles and structures shall be removed or  
28 modified by the Franchisee at its own expense whenever the  
29 Board determines that the public convenience would be enhanced  
30 thereby.  
31  
32 b. Where poles or other wire-holding structures already exist for  
33 use in serving the County and are available for use by the  
34 Franchisee, but the franchise does not make arrangements for  
35 such use, the Board may require the Franchisee to use such  
36 poles and structures if it determines that the public  
37 convenience would be enhanced thereby and the terms of the use  
38 available to the Franchisee are just and reasonable.  
39  
40 c. Where the County or public utility serving the County desires  
41 to make use of the poles or other wire-holding structures of  
42 the Franchisee, but agreement thereof with the Franchisee  
43 cannot be reached, the County Board may require the Franchisee  
44 to permit such use for such consideration and upon such terms  
45 as the County Board shall determine to be just and reasonable,  
46 if the County Board determines that the use would enhance the  
47 public convenience and would not unduly interfere with the  
48 Franchisee's operations. This provision shall not apply to  
49 wire-holding structures under jurisdiction of the County.  
50  
51  
52

1 d. All uses made of public right-of-way or easement by a  
2 franchise shall be within the purpose of such and shall not  
3 infringe upon any properly existing use. Further, a Franchisee  
4 shall at its own expense and cost relocate or protect its  
5 systems and facilities or any portion thereof as reasonably  
6 directed by the County as may be necessary for the  
7 construction, repair, and maintenance of any public works or  
8 improvements.

9  
10 e. The Franchisee will conform to the requirements of the  
11 following provisions of an act to revise and modify the laws  
12 relating to public highways and to repeal certain acts  
13 therein, Ch. 121, Art. 9, Sec. 113, of the Illinois Revised  
14 Statutes, 1979, as amended, which reads as follows:

15  
16 No ditches, drains, track, rail poles,  
17 wire pipelines or other equipment or any  
18 public utility company, municipal corporation  
19 or other public or private corporation,  
20 association or person shall be located, placed  
21 or constructed upon or along any highway, or  
22 upon any township or district road, other than  
23 a highway or road within a municipality  
24 without first obtaining the written consent of  
25 the appropriate highway authority as  
26 hereinafter provided for in this Section.

27  
28 Upon receipt of a petition therefore,  
29 consent to so use a highway may be granted  
30 subject to such terms and conditions not  
31 inconsistent with this Code as the highway  
32 deems for the best interest of the public. The  
33 petitioner shall pay to the owners of property  
34 abutting upon the affected highways  
35 established as though by common law plat all  
36 damages the owners may sustain by reason of  
37 such use of the highway, such damages to be  
38 ascertained and paid in the manner provided by  
39 law for the exercise of the right of eminent  
40 domain.

41  
42 Such consent shall be granted by the  
43 Department in the case of State Highway; by  
44 the County Board in the case of a County  
45 Highway; by either the Highway Commissioners  
46 or the County Superintendent of Highway in the  
47 case of a township or district road, provided  
48 that if consent is granted by the  
49 Commissioner, the petition shall be filed with  
50 the Commissioner at least 30 days prior to the  
51 proposed date of the beginning of  
52 construction, and that if written consent is

1 not given by the Commission within 30 days  
2 after receipt of the petition, the applicant  
3 may make written application to the County  
4 Superintendent of Highways for consent to the  
5 construction. This Section does not vitiate,  
6 extend or otherwise affect any consent granted  
7 in accordance with law prior to the effective  
8 date of this Code to so use any highway.  
9

10 The above requirement shall apply to any  
11 property within County jurisdiction.  
12

- 13 f. The County will not be responsible or have a duty of obtaining  
14 consent, licenses, permission or easements where the County  
15 has no jurisdiction or authority to grant such consent,  
16 licenses, permissions, or easements.  
17

#### 18 ARTICLE XVI. GOVERNMENTAL APPROVALS, LICENSES AND PERMITS 19

##### 20 Section 59. Registration with FCC. 21

22 The Franchisee shall register the Grant with the FCC within  
23 thirty (30) days of the date of the franchise.  
24

##### 25 Section 60. Other Registrations and Permits. 26

27 The Franchisee shall apply for all necessary federal, state  
28 and local governmental permits, licenses, and other required  
29 authorizations in connection with the establishment,  
30 construction, operation, and maintenance of the System and the  
31 System Facilities within sixty (60) days of the effective date  
32 hereof.  
33

34 No system shall be constructed, nor any system construction  
35 commenced unless all such permits, licenses and authorizations  
36 are included. The permits, licenses and other authorizations  
37 include those which are within the jurisdiction of any County  
38 Board Committee. A granting of a franchise shall not include  
39 a grant of any County permit, license or authorization, except  
40 the franchise itself.  
41

#### 42 ARTICLE XVII. CONSTRUCTION TIMETABLE 43

##### 44 Section 61. Commencement of Operations. 45

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

1 the Franchisee shall, within 30 days, furnish the requested  
2 service to such person.

3  
4 **ARTICLE XVIII. PERFORMANCE BOND**

5  
6 **Section 62. Furnishing of Performance Bond.**

7  
8 The Franchisee shall furnish to the County a performance bond  
9 issued by a bonding company acceptable to the County which  
10 bond shall be in an amount determined by multiplying the  
11 number of subscribers in the franchise area by the unit cost  
12 of rendering service to each. The bond shall be conditioned  
13 upon the faithful performance by the Franchisee of its  
14 obligations under this Ordinance and the franchise, including  
15 timely compliance with the Construction Schedule set forth in  
16 Article XVII of this Ordinance. The Franchisee may, at its  
17 option, and in lieu of a performance bond as set forth  
18 previously herein, establish a cash fund in an amount and upon  
19 such terms as have been previously authorized by the Cable  
20 Television Committee.

21  
22 **ARTICLE XIX. COMPLIANCE WITH LOCAL, STATE & FEDERAL JURISDICTION**

23  
24 **Section 63. Construction, Operation & Maintenance.**

25  
26 The Franchisee shall establish, construct, operate and  
27 maintain the System in the strict compliance with all  
28 applicable laws, ordinances, rules and regulations of the  
29 County and any other governmental body having jurisdiction  
30 over operation of the System.

31  
32 **Section 64. Notification of Conflicts.**

33  
34 If any state or federal law, rule or regulation conflicts with  
35 the provisions or terms of this Ordinance, the Franchisee  
36 shall give prompt notice to the County of the conflict and the  
37 County shall agree to negotiate with the Franchisee in good  
38 faith with respect to such amendments as may be required to  
39 bring this Ordinance into conformity with applicable law;  
40 provided, however, that failure of the County to agree to  
41 amend any provision of this Ordinance, in the absence of a  
42 declaration of its invalidity by a court of law, shall not be  
43 in violation of the provisions of this paragraph.

44  
45 **ARTICLE XX. TERM OF THE FRANCHISE**

46  
47 **Section 65. Effective Date.**

48  
49 The Franchise shall take effect and be in full force and  
50 effect from and after acceptance by the Franchisee as provided  
51 in Article IV, Section 4 hereof, and the same shall continue  
52 in full force and effect until\_\_\_\_\_.

1 Section 66. Three-Year Review.  
2

3 On or about the third, sixth and ninth anniversaries of the  
4 effective date of the grant, and in conjunction with  
5 renegotiations under Article IV, Section 6 hereof, the County  
6 Authorities shall schedule and hold a special public meeting  
7 or meetings with the Franchisee to review its performance. In  
8 particular, the County may inquire whether the Franchisee is  
9 supplying a level and variety of services equivalent to those  
10 being generally offered at that time in the industry in  
11 comparable market situations. The Franchisee shall make  
12 available to the County, if required by the County, such  
13 records, documents and information which are relevant to such  
14 meeting and inquiry.  
15

16 ARTICLE XXI. ASSIGNMENT OR TRANSFER  
17

18 Section 67. County Approval Required.  
19

20 The Franchisee shall not sell or transfer its franchise or  
21 Systems Facilities to another, other than a parent company or  
22 wholly owned subsidiary of Franchisee, nor transfer any rights  
23 under this Franchise to another, except as security for monies  
24 borrowed, without the prior written consent of the Cable  
25 Television Committee, which such written consent shall not be  
26 unreasonably withheld, provided the transferee meets the  
27 character, financial and experience criteria established by  
28 the Federal Communications Commission and the Cable Television  
29 Committee. Neither this Section nor any other section of this  
30 Ordinance shall preclude the assignment of rights in the  
31 System by the company for the purpose of financing. The Cable  
32 Television Committee may require reasonable conditions in  
33 connection with any such sale, assignment or transfer.  
34

35 Section 68. Right to Inquire as to Prospective Controlling Party.  
36

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

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

2  
3 The consent or approval of the Jackson County Board to any  
4 assignment lease, transfer, sublease, or mortgage of the  
5 franchise granted to the Franchisee shall not constitute a  
6 waiver or release of the rights of the County in and to the  
7 streets or highways used by the franchise.  
8

9 Section 70. Renegotiation.

10  
11 The County shall have the option of renegotiating all terms of  
12 the franchise prior to the County's consent, if any, in regard  
13 to any assignment, sale, transfer or other change of ownership  
14 of the franchise.  
15

16 Section 71. Foreclosure - Receivership.

17  
18 a. Upon the FORECLOSURE or other judicial sale of all or a  
19 substantial part of the System, or upon the termination of any  
20 lease covering all or a substantial part of the System, the  
21 Franchisee shall notify the Board of such fact. Such  
22 notification shall be treated as a notification that a change  
23 in control of the Franchisee has taken place, and the  
24 provision of Article XXI of this Ordinance, governing the  
25 consent of the Board to such change in control of the  
26 Franchisee, shall apply.  
27

28 b. RECEIVERSHIP: The Board shall have the right to cancel this  
29 franchise one hundred and twenty (120) days after the  
30 appointment of a receiver, or trustee, to take over and  
31 conduct the business of the Franchisee, whether in  
32 receivership, reorganization, bankruptcy, or other action or  
33 proceeding, unless such receivership or trusteeship shall have  
34 been vacated prior to the expiration of said one hundred and  
35 twenty (120) days, or unless:

36  
37 1. Within one hundred and twenty (120) days after his  
38 election or appointment, such receiver or trustee shall  
39 have fully complied with all the provisions of this  
40 Ordinance and remedied all defaults thereunder; and

41  
42 2. Such receiver or trustee, within one hundred and twenty  
43 (120) days shall have executed an agreement, duly  
44 approved by a Court of competent jurisdiction, whereby  
45 such receiver or trustee assumes and agrees to be bound  
46 by each and every provision of this Ordinance and the  
47 Certificate granted to the Franchisee.  
48  
49  
50  
51  
52

1 ARTICLE XXII. AUTOMATIC AMENDMENTS AND SEVERABILITY

2  
3 Section 72. Severability.

4  
5 If any section, subsection, sentence, clause, phrase, or  
6 portion of this Ordinance is for any reason held invalid or  
7 unconstitutional by any Federal or State court or  
8 administration or governmental agency of competent  
9 jurisdiction, specifically the Federal Communications  
10 Commission, such portion shall be deemed a separate, distinct  
11 and independent provision, and such holding shall not affect  
12 the validity of the remaining portions hereof, which shall be  
13 applied and construed as reasonably as possible in the absence  
14 of the invalidated provision.

15  
16 ARTICLE XXIII. EQUAL OPPORTUNITY EMPLOYER

17  
18 Section 73. Provisions.

19  
20 The Franchisee hereby agrees that it will not refuse to hire  
21 or employ, nor will it bar or discharge from employment, nor  
22 discriminate against any person in compensation or in terms,  
23 conditions, or privileges of employment because of age, race,  
24 creed, color, national origin or sex and will comply with the  
25 FCC requirements relating to employment.

26  
27 ARTICLE XXIV. ACKNOWLEDGEMENTS AND ACCEPTANCE

28  
29 Section 74. Acknowledgements by the Franchisee.

30  
31 The Franchisee expressly acknowledges the following:

- 32  
33 a. That in accepting the Grant, it did so relying upon its own  
34 investigation and understanding of the power and authority of  
35 the County in connections with the System and this Ordinance.  
36 By the acceptance of the Grant, the Franchisee agrees that it  
37 will not at any time allege in any claim or proceeding by it  
38 against the County that any provision, condition or term of  
39 this Ordinance is unreasonable or arbitrary, or that, at the  
40 time of acceptance of this Ordinance by the Franchisees, any  
41 such provision, condition, or term was void or that the County  
42 had no power or authority to make or enforce any such  
43 provisions, condition, or term.  
44  
45 b. The Franchisee by acceptance of the Grant, acknowledges that  
46 it has not been induced to enter into the Grant by any  
47 understanding, or promise or other statement not expressed  
48 herein, whether oral or written, concerning any term or  
49 condition of the Grant regardless of whether such statement  
50 was made by or on behalf of the County.  
51  
52 c. The Franchisee further acknowledges by acceptance of the

1 Grant, that it has carefully read the terms and conditions of  
2 this Ordinance and is willing to and does accept all  
3 reasonable risks related to the possible interpretation of the  
4 provisions, terms and conditions herein.  
5

- 6 d. Execution of Acceptance - In the event the Franchisee shall  
7 accept the Grant to establish, construct, operate and maintain  
8 the System in accordance with and pursuant to the provisions,  
9 terms, and conditions of this Ordinance, the Franchisee shall  
10 execute within thirty (30) days of the date of passage of this  
11 Ordinance an acceptance in substantially the form as follows:  
12

13  
14 ACCEPTANCE OF COUNTY CABLE TELEVISION FRANCHISE  
15

16 Now, this \_\_\_ day of \_\_\_\_\_, 19\_\_\_, having been  
17 advised by the County of Jackson Cable Television  
18 Franchise Ordinance passed by the Corporate Authorities  
19 of the County of Jackson on the \_\_\_ day of  
20 \_\_\_\_\_, 19\_\_\_, the ('Ordinance'), a franchise  
21 according to the provision, terms, and conditions of the  
22 O r d i n a n c e w a s g r a n t e d  
23 to \_\_\_\_\_ to  
24 establish, construct, operate, and maintain a cable  
25 television system within the County of Jackson, does  
26 hereby accept the franchise, and does hereby agree to  
27 comply fully and in all respects with the terms,  
28 conditions, and provisions of this Ordinance.  
29  
30

31 \_\_\_\_\_  
32  
33 BY: \_\_\_\_\_  
34  
35

36  
37 WITNESSED BY: \_\_\_\_\_  
38

39 I, the undersigned, do hereby certify and represent that  
40 I am a duly authorized agent of  
41 \_\_\_\_\_ for purpose of executing the  
42 franchise granted pursuant to the Ordinance.  
43  
44

45  
46 \_\_\_\_\_  
47  
48 In consideration of the cable television franchise  
49 to \_\_\_\_\_, the following corporation  
50 hereby guarantees timely payment of the franchise fee and  
51 fulfillment of all conditions of Franchisee  
52

1 \_\_\_\_\_ part in the  
2 within the Agreement, and further agrees to be bound by  
3 all of the representations and undertakings of said  
4 Franchisee contained in such Agreement as fully and  
5 effectively as if a party thereto.  
6

7  
8 BY: \_\_\_\_\_  
9

10 ATTEST: \_\_\_\_\_  
11  
12

13  
14 STATE OF ILLINOIS )  
15 ) ss.  
16 COUNTY OF JACKSON )  
17  
18

19  
20 I, the undersigned, a Notary Public in and for said County and  
21 State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_,  
22 the \_\_\_\_\_ of \_\_\_\_\_  
23 personally known to me to be the same person whose name is  
24 subscribed to the foregoing instrument, appeared before me this day  
25 in person and acknowledged that \_\_\_\_\_ signed and delivered the  
26 said instrument as \_\_\_\_\_ free and voluntary act and the free  
27 and voluntary act of \_\_\_\_\_ and that  
28 \_\_\_\_\_ personally known to me as the  
29 same person whose name is subscribed to the foregoing instrument as  
30 a witness thereto appeared before me this day in person and  
31 acknowledged that \_\_\_\_\_ signed the said instrument as a witness  
32 to the signature of \_\_\_\_\_ thereto.  
33

34 Given under my hand and Notarial Seal, this \_\_\_\_ day of  
35 \_\_\_\_\_, 19\_\_\_\_.  
36

37 \_\_\_\_\_  
38 NOTARY PUBLIC  
39

40  
41 ARTICLE XXV. PRIOR ORDINANCE  
42

43 Section 75. Repealer.  
44

45 Ordinance 91-1, ordained by the Jackson County Board and filed  
46 of record on March 15, 1991 is hereby repealed.  
47

48 Section 76. Savings Clause.  
49

50 The abolition of any provision of the predecessor ordinance  
51 No. 91-1, by the repealer herein contained, does not  
52 operate to modify, alter or in any way change the

1 obligations, rights, remedies and/or powers accruing to  
2 any party arising out of the said predecessor ordinance  
3 which were in effect on the effective date hereof. The  
4 provisions of this amendatory ordinance, insofar as  
5 they are substantially the same as those of the prior  
6 ordinance, shall be construed as a continuation of  
7 that ordinance, repealed hereby, and not as a new  
8 enactment.  
9

10  
11 **Section 77. Additional Filing.**

12 Together with the acceptance referred to in the preceding  
13 Section 99 the Franchisee shall file an affidavit on a form  
14 satisfactory to the County which states:  
15

- 16
- 17 a. Franchisee is duly organized and existing as a corporation or  
18 limited partnership under the laws of the State of Illinois.  
19
  - 20 b. All general and limited partners, officers, directors, and  
21 stockholders owning five (5) percent or more of all  
22 outstanding shares of stock of the Franchisee have been  
23 properly identified by the Franchisee in representations made  
24 by it in connection with acceptance of the Grant.  
25
  - 26 c. All necessary action to authorize execution and delivery of  
27 said acceptance has been taken on behalf of the Franchisee,  
28 and  
29
  - 30 d. Upon delivery of said acceptance the Grant will be a legally  
31 binding obligation of the Franchisee.  
32

33 **Section 78. Consent to Service of Process.**

34  
35 Concurrently with filing the acceptance referred in this  
36 Article, and from time to time hereafter the Franchisee shall  
37 obtain from each general partner, officer, and director of the  
38 franchise and file with the County a consent to service of  
39 process in the State of Illinois.  
40

41 **Section 79. Acceptance by Assignee.**

42  
43 Any person to whom the Franchisee proposes to transfer or  
44 assign the Grant pursuant to the provisions of Article XXI  
45 hereof, shall, prior to approval of such transfer or  
46 assignment by the County, execute an acceptance of the terms  
47 and conditions of the Grant in substantially the form set  
48 forth in Article XXIV of this Ordinance.  
49  
50  
51  
52

1  
2  
3 **ARTICLE XXVI. RESERVATION OF RIGHTS**

4  
5 **Section 80. Enforcement of Ordinances.**

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

14 **Section 81. Right of Inspection.**

15 In addition to the specific rights of inspection otherwise  
16 provided for in this Ordinance, the County shall also have the  
17 right to make such inspections as it shall find necessary to  
18 insure compliance with the terms, provisions and conditions of  
19 this Ordinance and other relevant provisions of law.  
20

21  
22 **Section 82. Intervention in Suits, Actions, or Proceedings.**

23 The County reserves to itself the right to intervene in any  
24 suit, action, or proceeding involving any provisions of this  
25 Ordinance.  
26

27  
28 **Section 83. Rights and Remedies are Cumulative.**

29 The rights and remedies reserved to the parties by this  
30 Ordinance are cumulative and shall not add or subtract from  
31 any other rights or remedies which they may have with respect  
32 to the subject matter of this Ordinance, and waiver thereof at  
33 any time shall not effect any other time.  
34

35  
36 **ARTICLE XXVII. LIABILITY, INSURANCE AND INDEMNITY**

37  
38 **Section 84. Liability Insurance and Indemnity.**

39 The Franchisee hereby agrees to indemnify and hold harmless  
40 the County and each of its officers and employees from and  
41 against any and all losses, claims, damages, expenses or  
42 liabilities, joint or several, to which they or any of them  
43 may become subject, and, except as hereinafter provided, to  
44 reimburse each of them for any legal or other expenses  
45 reasonably incurred in connection with investigating or  
46 defending any actions (whether or not resulting in any final  
47 and unappealable adjudication of liability), arising directly  
48 or indirectly but of or from the actions of the Franchisee, or  
49 any of its employees, agents, or independent contractors in  
50 the establishment, construction, expiration or maintenance of  
51 the System or System Facilities or in the execution or  
52

1 performance of any of their duties or functions contemplated  
2 under the provisions of this Ordinance. As promptly as  
3 practicable after receipt by the County of notice of the  
4 commencement of any action subject to indemnification under  
5 this Article, and, in no event, later than ten (10) business  
6 days after receipt by the County if notice of such claim or  
7 five (5) days before answer to such claim is due, whichever is  
8 earlier, the County will notify the Franchisee of the  
9 commencement thereof, provided that the failure to so notify  
10 the Franchisee will not relieve the Franchisee from any  
11 liability that it may have by law to the County or any other  
12 party otherwise than under the indemnity provisions of this  
13 Article and will not release the Franchisee from its  
14 obligation to indemnify the County and any other indemnified  
15 party as provided herein unless the Franchisee is thereby  
16 prejudiced in its ability to defend the said claim or demand.  
17 In case any such action is brought against the County or any  
18 of the other indemnified parties and notice thereof is given  
19 to the Franchisee, the Franchisee will be entitled to  
20 participate in and to assume defense thereof with counsel  
21 approved by the County. If the Franchisee shall not employ  
22 counsel approved by the County to assume defense of any such  
23 action, or if the County shall reasonably conclude that there  
24 may be defenses available that are different from or in  
25 addition to those defenses available to the Franchisee ( and  
26 in either such case, the Franchisee shall not have the right  
27 to direct defense of such action on behalf of the County),  
28 legal and other expenses, including expenses incurred in  
29 connection with any appeal, incurred by the County or such  
30 indemnified party shall be borne by the Franchisee.

31  
32 **Section 85. Liabilities Covered by the Cablecaster.**

33  
34 Liabilities subject to indemnification under this Article  
35 shall include, without limitation, liabilities or claims of  
36 liability with respect to property damage, personal injury,  
37 invasions of the right of privacy, or defamation of any  
38 person, the violation or infringement of any copyright,  
39 trademark, trade name, service mark or patent, or of any other  
40 right of any person, and further includes failure of the  
41 Cablecaster to comply with the provisions of any federal,  
42 state, or local statute, ordinance, rule, or regulation  
43 applicable to the Cablecaster in connection with this  
44 Ordinance including any violations of N.S.C.A., Sec. 1983. The  
45 Cablecaster shall not be liable for consequential damages  
46 resulting from interruptions in service caused by strikes,  
47 war, civil commotion, Acts of God, and other causes beyond the  
48 control of the Cablecaster.  
49  
50  
51  
52

1     **Section 86. Insurance Carrier.**

2  
3     The shall, at its sole expense, procure and provide the  
4     following insurance from insurers licensed to do business in  
5     the State of Illinois carrying a rating of A + or better in  
6     the most recent publication of Best's Insurance Guide:

- 7  
8     a.    Insurance to pay on behalf of the Franchisee and the  
9     County and its officers and employees, any sums which  
10    they shall be legally obligated to pay as damages  
11    because of bodily injury, including death, personal  
12    injury or property damage, caused by an occurrence  
13    during the policy period, occurring on, arising out  
14    of or in any way related to Franchisee's operation of  
15    the System and System facilities or in construction  
16    repair or maintenance thereof by Franchisee. Said  
17    insurance shall provide limits of liability of not  
18    less than \$3,000,000.00 or \$3,000,000.00 umbrella  
19    coverage and shall include coverage for:  
20  
21    1.    The completed operations and products hazards;  
22  
23    2.    Property in the care, custody and control of the  
24    Franchisee or the County or its officers and  
25    employees;  
26  
27    3.    Contractual liability, specifically recognizing and  
28    covering the indemnification provisions of this  
29    Ordinance;  
30  
31    b.    Worker's Compensation Insurance, as provided by statute,  
32    and Employer's Liability Insurance with limits of liability  
33    required by the state.  
34  
35    c.    Comprehensive Automobile Liability Insurance to the extent  
36    of \$1,000,000.00 per occurrence against liability for bodily  
37    injury including death and to the extent of \$1,000,000.00  
38    per occurrence against liability for damage to property  
39    including loss of use occurring on, arising out of, or in  
40    any way related to the System.

41  
42     **Section 87. Filing of Policies with the County.**

43  
44     The Cablecaster shall file with the County certificates of  
45     insurance. All such certificates shall provide that insurance  
46     policies shall not be canceled except upon sixty (60) days  
47     prior written notice by registered mail to the County.  
48     Policies referred to in Section 104, Section 105, and Section  
49     107 of this Article shall name the County as an additional  
50     named insured. In the event of the failure of the Cablecaster  
51     to provide certificates of any of the foregoing insurance  
52     policies, or in the event of their cancellation, the County

1 shall have the right, but not the obligation, to procure such  
2 insurance and the cost thereof shall be paid by the  
3 Cablecaster.  
4

5 **Section 88. Responsibilities of Cablecaster: Insurance.**  
6

7 The Cablecaster shall, at all times and at its sole expense,  
8 take any necessary action (including but not limited to, the  
9 payment of premiums when due, modification of the System and  
10 System Facilities, and the providing of any reports,  
11 appraisals or other documents) in order to assure that said  
12 insurance remains in full force and effect and fully  
13 collectible.  
14

15 **ARTICLE XXVIII. APPLICANT SELECTION PROCESS**  
16

17 **Section 89. Procedure.**  
18

19 All applicants for a franchise shall conform to the following  
20 procedure and complete submitted information on the forms  
21 required below and copies of forms shall be considered a part  
22 of this Ordinance:  
23

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

30 **Section 90. Requirements.**  
31

32 The County Board may, prior to granting a franchise promulgate  
33 a document entitled "Requirements for a Request for Proposal"  
34 which will set forth information helpful to the County on  
35 selecting cable operations which will operate a CATV in the  
36 best interest of the public interest.  
37

38 **Section 91. County Franchise Grant.**  
39

40 The County may further require prior to considering a  
41 franchise grant, detailed application forms substantially as  
42 attached hereto and revised to apply to a County Franchise  
43 Grant.  
44

1     **Section 92. Financial Ability.**

2  
3             The County Board may require a franchise applicant to  
4             demonstrate immediate financial ability to commence and  
5             complete its duties under the franchise.  
6

7                             **ARTICLE XXIX. MISCELLANEOUS**

8  
9     **Section 93. Obscenity.**

10            Transmission by Franchisee of programming or material  
11            which may be considered obscene shall be regulated or  
12            controlled pursuant to the applicable provisions of the  
13            Cable Communications Act of 1984 or any subsequent  
14            Federal legislation pertaining to such subject matter.  
15  
16

17     **Section 94. Services to be Equally Available.**

18  
19            The Grantee shall not, as to rates, charges, services, rules,  
20            regulations, or in any other respect, make or grant any  
21            preference or advantage to any person or subject any person to  
22            any prejudice or disadvantage. This provision shall not be  
23            deemed to prohibit promotional campaigns to stimulate  
24            subscription to the network or other legitimate uses thereof;  
25            nor shall it be deemed to prohibit the establishment of a  
26            graduated scale of charges and classified rate schedules to  
27            which any customer coming within such classification shall be  
28            entitled, provided, such schedules have been filed with the  
29            County as provided in Article VIII, nor shall it be deemed to  
30            prohibit the furnishing of service without charge or at a  
31            reduced charge to the locations specified in Article VIII.  
32

33     **Section 95. Fairness of Accessibility.**

34  
35            The entire network of the Grantee shall be operated in a  
36            manner consistent with the principles of fairness and equal  
37            accessibility of its facilities, equipment, channels, studios,  
38            and other services to all citizens, businesses, public  
39            agencies or other entities having a legitimate use for the  
40            network. No one shall be arbitrarily excluded from its use.  
41            Allocation of the use of said facilities shall be made  
42            according to the rules or decisions of the Grantee and any  
43            regulatory agencies affecting the same.  
44

45     **Section 96. Subscribers' Antenna.**

46  
47            Grantee is expressly prohibited from requiring the removal or  
48            from offering to remove or to provide any inducements for  
49            removal of any potential or existing subscribers' antenna as  
50            a condition for provision of service by the Grantee.  
51  
52

1       **Section 97. Sale or Service of TV Receivers.**

2  
3       During the period of the franchise, neither the Grantee nor  
4       any of its affiliated subsidiary or parent organizations  
5       officers or directors or stockholders holding ten (10) percent  
6       or more of the outstanding stock of the Grantee shall, within  
7       the corporate limits of the County or within ten miles in any  
8       direction, directly or indirectly, engaged in the retail sale,  
9       rental or repair of radio or television receivers, nor  
10      require, encourage or recommend to any Subscriber to purchase,  
11      rent, or lease radios or television sets at any specific  
12      business which rents, leases or sells radios or television  
13      sets, or to utilize the services of any special television or  
14      radio service business, for the repair or maintenance of the  
15      Subscribers' receivers, either radio or television, wherever  
16      located.

17  
18      **Section 98. Use of Data from Subscriber.**

19  
20      A Grantee shall not initiate or use any form, procedure, or  
21      device for procuring information or data from cable  
22      subscribers' premises by use of the cable system, without  
23      prior valid written authorization from each subscriber so  
24      affected or as set out below in Section 97. Valid  
25      authorization shall mean written approval from the subscriber  
26      for a period of time not to exceed one (1) year and shall not  
27      have been obtained from the subscriber as a condition of  
28      service. Further, it shall be unlawful for a Grantee, without  
29      such authorization, to activate and/or utilize any "Class IV  
30      Cable Television Channel" in any manner from the subscribers'  
31      premises. In any case, the subscriber shall have the right and  
32      opportunity to deactivate the return path from his premises.

33  
34      **Section 99. Identifying Subscribers.**

35  
36      The County or a Grantee shall not, without prior valid written  
37      authorization from each subscriber so affected, provide any  
38      data identifying subscribers' names or addresses to the County  
39      or any other party except as may be required by Federal or  
40      State Law.

41  
42      **Section 100. Procurement of Information.**

43  
44      It shall be unlawful for any firm, person, group, company,  
45      corporation, governmental body or agency to procure  
46      information or data from cable subscribers' premises by use of  
47      the cable system without prior written authorization from each  
48      subscriber so affected. Valid authorization shall mean written  
49      approval from a subscriber for a period of time not to exceed  
50      one (1) year and shall not have been obtained as a condition  
51      of any other binding agreement.  
52

1 **Section 107. Communications Consumer Privacy.**

2  
3 The Cablecaster specifically must comply with the provisions  
4 of Illinois House Bill 0893, known as "The Communications  
5 Consumer Privacy Act". An Act in relations to the protection  
6 of rights of privacy:  
7

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

10  
11 Section 1. This Act shall be known and may be cited as 'The  
12 Communications Consumer Privacy Act'.

13  
14 Section 2. For purposes of this Act, 'Communications Company'  
15 means any person or organization which owns, controls,  
16 operates or manages any company which provides information or  
17 entertainment electronically to a household, including but not  
18 limited to a cable or community antenna television system.  
19

20 Section 3a. It shall be unlawful for a communications company  
21 to: (1) install and use any equipment which would allow a  
22 communications company to visually observe or listen to what  
23 is occurring in an individual subscriber's household without  
24 the knowledge or permission of the subscriber; (2) provide any  
25 person or public or private organization with a list  
26 containing the name of a subscriber, unless the communications  
27 company gives notice thereof to the subscriber; (3) disclose  
28 the television viewing habits of any individual subscriber  
29 without the subscriber's consent; or (4) install or maintain  
30 a home-protection scanning device in a dwelling as part of a  
31 communication service without the express written consent of  
32 the occupant.  
33

34 Section 3b. A violation of any provision of this Section shall  
35 be a business offense, punishable by a fine not to exceed  
36 \$10,000.00 for each violation. Any person who has been injured  
37 by a violation of this Section may commence an action in the  
38 circuit court for damages against any communications company  
39 which has committed a violation. If the court awards damages,  
40 the plaintiff shall be awarded costs".  
41

42 **Section 108. The Filing of Documents, Notices, Inquiries & Forms.**

43  
44 All documents and notices or other franchise related material  
45 required by this Ordinance shall be filed with the CTC at  
46 Courthouse, Murphysboro, Illinois 62966. All inquiries shall  
47 be made to the CTC for its response. All forms may be obtained  
48 from the CTC.  
49

50 **Section 109. Miscellaneous Charges.**

51  
52 The County will provide copies of this Ordinance, as

1 available, to all interested parties at the price of five  
2 dollars (\$5.00) per copy. The County will provide Request for  
3 Proposal and Application at the price of three (\$3.00)  
4 dollars.  
5

6 **Section 110. Effective Date.**  
7

8 This ordinance will be effective upon its passage by the  
9 Jackson county Board and publication by the Jackson county  
10 Clerk.  
11

12 APPROVED AND ADOPTED at a regular meeting of the Jackson county  
13 Board this 8TH day of July, 1992.  
14  
15  
16  
17

18 D. Blaney Miller  
19 Chairman, Jackson County Board  
20  
21  
22  
23  
24

25 ATTEST: Robert B. Maxwell  
26 Jackson County Clerk

**FILED**  
JUL 8 1992  
Robert B. Maxwell  
COUNTY CLERK  
JACKSON COUNTY CLERK'S OFFICE

ORDINANCE

92-7  
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 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.
- 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 subscribers of the Cable System 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.

1. "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 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.

**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

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;

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'

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 station(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

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

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

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

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.

**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.

**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.

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 8<sup>th</sup> day of July, 1992.  
Nov.

COUNTY OF JACKSON

Robert B. Howell  
Clerk

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

Accepted this 8<sup>th</sup> day of JULY, 1992, subject to applicable federal, state and local law.

TCI OF ILLINOIS, INC.

By: [Signature]  
Title:

**FILED**

JUL 8 1992

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

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An Ordinance Creating the Jackson County Mass Transit District.

WHEREAS, Jackson County desires to provide public transportation for its citizens; and

WHEREAS, the local Mass Transit District Act, Chapter 111 2/3, Section 351 et seq. provides authority for the establishment of a mass transit district for public transportation for the citizens of Jackson County; and

WHEREAS, the Jackson County Board finds it is desirable to establish a mass transit district for the purpose of providing local public transportation within the meaning of the said statute:

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

1. The Jackson County Mass Transit District is hereby established pursuant to Chapter 111 2/3, Section 351 et seq., Illinois Revised Statutes.
2. The said Mass Transit District shall be named the Jackson County Mass Transit District.
3. The said Jackson County Mass Transit District shall have any and all authority as may be conferred upon it by the local Mass Transit District Act, Chapter 111 2/3, aforesaid and by any other applicable laws of the State of Illinois.
4. A. A Board of Trustees, consisting of five (5) members is hereby established.  
B. The said Trustees shall be appointed by the Chairman of the County Board of Jackson County with consent of the County Board.  
C. The Trustees shall serve for a term of four (4) years or less. Terms shall be staggered to the extent possible, so that they expire one year apart and so that the terms of not more than two trustees expire in the same year. Initial terms of the Board of Trustees shall be selected by lot. Thereafter Successor Trustees shall serve a term of four (4) years.  
D. Vacancies on the Board of Trustees shall be filled for the unexpired term in the same manner as for the original appointment.

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No Trustee of the Jackson County Mass Transit District maybe an elected official of the County.

F. Each Trustee shall be entitled to one vote on each matter submitted to the Board of Trustees.

G. Any Trustee may resign by filing a written resignation with the Chairman of the Jackson County Board.

H. A majority of the Board of Trustees shall constitute a quorum of the Board for the purpose of conducting its business and for all other purposes and the act of the majority of trustees present at any meeting at which such a quorum is present shall be the act of the full Board.

I. The Board of Trustees may adopt such bylaws and establish such rules and regulations and take such other action as may be necessary to achieve the purpose of the Jackson County Mass Transit District.

J. No trustee or employee of the Board of Trustees shall acquire or have any interest, direct or indirect, in any contract or proposed contract for materials or services to be used in connection with the operations of the district.

4. This Ordinance shall be effective when adopted by an official vote of the Jackson County Board sitting at regular session and shall have an effective date which shall be the date of the adoption of this Ordinance.

5. Neither the Jackson County Mass Transit District, the members of its Board of Trustees, nor its officers or employees shall be liable for failure to provide a security or police force or, if a security or police force is provided, for failure to provide adequate police protection or security, failure to prevent the commission of crimes by fellow passengers or other third persons or for the failure to apprehend criminals.

DONE this 12 AUG. , 1992.

*D. Blaney Miller*  
Chairman, Jackson County Board

ATTEST: *Robert B. Mansell*  
Jackson County Clerk

[81092MTD.ORD]

STATE OF ILLINOIS  
COUNTY OF JACKSON

95 JUN 20 AM 10:09

*Diane J. Chilton*  
RECORDER

ORDINANCE NUMBER 92-9

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AN ORDINANCE TO AMEND JACKSON COUNTY ORDINANCE 91-7 AND 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 AND TO CONTINUE IN EFFECT, WITHOUT ABATEMENT, THOSE PROVISIONS OF JACKSON COUNTY ORDINANCE 91-7 CONTAINED HEREIN.

WHEREAS, the Counties Code, Chapter 34, paragraph 5-1067, Ill. Rev. Stat., 1991 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 previously ordained an ordinance denominated Ordinance 91-7, which ordinance is repealed hereby, and desires to keep in full force and effect all those provisions thereof which are not inconsistent herewith; 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 and 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, 1991, Chapter 127, Section 741 et seq., 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.

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

3  
4 Section 1. Preamble.

5  
6 There is hereby established a uniform system for street naming  
7 or renaming and for numbering property and buildings on all  
8 streets, lanes, roads, highways and public ways in the  
9 unincorporated area of Jackson County. All buildings shall be  
10 numbered in accordance with the provisions set forth herein.

11  
12 Section 2. Implementation.

13  
14 A. Pursuant to the Intergovernmental Cooperation Act, the  
15 Jackson County Board shall enter into an Agreement with the Jackson  
16 County Emergency Telephone System Board to allow the Jackson County  
17 Emergency Telephone System Board to assign names to, or rename, all  
18 streets, lanes, roads, highways and public ways in the  
19 unincorporated area of Jackson County. Furthermore, the Jackson  
20 County Emergency Telephone System Board shall coordinate its  
21 efforts to implement this Ordinance with United States Postal  
22 authorities.

23  
24 B. Signs designating the names of private streets, lanes,  
25 roads, and highways shall be erected and maintained at the expense  
26 of the property owner or owners occupying such private streets,  
27 lanes, roads, and highways. Said signs shall be located to be  
28 easily visible to emergency personnel traveling from a public  
29 access road into the private roadway. All signs shall be of the  
30 same or similar construction as signs erected pursuant hereto by  
31 the appropriate governmental agency and shall be installed within  
32 ninety days of notification to the private property owner or  
33 owners.

34  
35 Section 3. Numbering.

36  
37 A. All numbers for property shall be assigned in a manner  
38 mutually agreed upon by the Jackson County Emergency Telephone  
39 System Board and the United States Postal Service.

40  
41 B. Each house, building or other occupied structure shall be  
42 assigned a separate number. A number or alphabetical letter shall  
43 be assigned for each separate occupant (i.e. apartment, company,  
44 etc.) within a building or other occupied structure.

45  
46 C. Existing numbers shall be changed only as necessary to  
47 ensure the effectiveness and efficiency of the Enhanced 911 system  
48 in Jackson County, as determined in the judgement of the Jackson  
49 County Emergency Telephone System Board.

50  
51 D. Written notification of the proper address of each house,  
52 building or structure shall be given to its owner, occupant or

1 agent in all instances where a new number has been assigned under  
2 the terms of this ordinance.

3  
4 Section 4. Placement of Numbers.

5  
6 A. The owner, occupant or agent of each house, building or  
7 other structure assigned a number under the uniform numbering  
8 system provided in this ordinance shall place or cause to be placed  
9 such number on or near the house, building or other structure  
10 within 90 days after receiving notification of the proper number  
11 assignment.

12  
13 B. Cost and installation of the numbers for the structures  
14 shall be paid for by the property owner. Numbers shall be not less  
15 than three (3) inches in height. All numbers shall be made of a  
16 durable, reflective, and clearly visible material.

17  
18 C. All numbers shall be conspicuously placed immediately  
19 above, on or at the side of the appropriate door to the house,  
20 building or other structure so that the number is clearly visible  
21 from the street. In cases where the structure is situated so that  
22 numbers placed upon it cannot be clearly visible from the street,  
23 the structure number shall be place near the walk, driveway, or  
24 common entrance to the structure and upon the mailbox, gatepost,  
25 fence or other appropriate place so as to be clearly visible from  
26 the street.

27  
28 Section 5. Repealer.

29  
30 Ordinance 91-7, previously enacted by the Jackson County  
31 Board, is hereby repealed subject however to the following: The  
32 enactment of this ordinance shall be a continuation, without  
33 interruption, of the ordinance repealed hereby, on the terms of  
34 this new ordinance.

35  
36 Section 6. Effective Date.

37  
38 This ordinance shall take effect upon the date of its  
39 adoption. APPROVED at the regular meeting of the Jackson County  
40 Board on 12 August, 1992 AD

41  
42  
43  
44 D. Blaney Miller  
45 D. Blaney Miller, Chairman

46 ATTEST:

47  
48  
49  
50 Robert B. Harrell  
51 Robert B. Harrell  
52 County Clerk

JACO92SN.ORD

ORDINANCE NUMBER 92-10

1  
2  
3 AN ORDINANCE TO AUTHORIZE SIGN PLACEMENT FOR A UNIFORM SYSTEM FOR  
4 THE NAMING OF ALL STREETS, LANES, ROADS OR HIGHWAYS.  
5

6 WHEREAS, the Counties Code, Chapter 34, paragraph 5-1067, Ill.  
7 Rev. Stat., 1991 provides that county boards may name or change the  
8 name of any street, lane, road or highway and may regulate the  
9 numbering of buildings and lots adjacent to any street, lane or  
10 highway in the unincorporated area of the county; and  
11

12 WHEREAS, The Illinois Highway Code, Chapter 95 1/2, Section  
13 11-304 authorizes the County Superintendent of Highways to erect  
14 and maintain road signs on the county road system; and  
15

16 WHEREAS, The erection and maintenance of roadway signs,  
17 identifying major roadways within the unincorporated areas of  
18 Jackson County is necessary to secure the public safety and deliver  
19 the aforementioned public services in a more efficient and  
20 effective manner; and  
21

22 WHEREAS, the Jackson County Board has determined that the  
23 adequate provision of public services to the residents of the  
24 unincorporated portion of Jackson County, including such services  
25 as police, fire and emergency medical services, requires the  
26 establishment of a uniform street naming and numbering system for  
27 buildings and property located in the unincorporated portion of  
28 Jackson County;  
29

30 NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF JACKSON  
31 COUNTY, ILLINOIS, AS FOLLOWS:  
32

33 Section 1.  
34

35 The Jackson County superintendent of Highways is hereby  
36 directed to erect and maintain signs upon such roads as may, in his  
37 discretion, provide the maximum benefit to the people of Jackson  
38 County, within the budgetary constraints herein imposed.  
39

40 Section 2.  
41

42 A. The cost and expenses of erecting and maintaining  
43 uniform public street, lane, road, highway and intersection signs  
44 shall be borne by the County of Jackson, in an amount not to exceed  
45 forty thousand dollars (\$40,000.00).  
46

47 B. There is established hereby a separate, segregated line  
48 item fund which shall be a part of the budget of the Jackson County  
49 Highway Department, and to accomplish the undertakings herein,  
50 there is appropriated hereby a one time sum of forty thousand  
51 dollars (\$40,000.00) from the general corporate fund of Jackson  
52 county.



ORDINANCE NO. 92-11

AN ORDINANCE CHANGING THE NAME OF THE JACKSON COUNTY EMERGENCY SERVICES AND DISASTER AGENCY TO THE JACKSON COUNTY EMERGENCY MANAGEMENT AGENCY AND AMENDING AN ORDINANCE RELATING TO COUNTY ESDA.

WHEREAS, Jackson County Ordinance dated March 11, 1958 and denominated An Ordinance Relating to County Civil Defense, recorded in Jackson county Supervisor's Book Number 14 at pages 279-281, established the Jackson County Civil Defense organization; and

WHEREAS, Jackson County Ordinance dated February 11, 1976 and denominated An Ordinance Relating to County ESDA, recorded in Jackson County Board Minutes Book Number 2 at pages 62-66, established the Jackson County Civil Emergency Services and Disaster Agency; and

WHEREAS, Senate Bill 1302 has authorized and encouraged the several ESDA's now existing within the State of illinois top change their names to "JACKSON COUNTY EMERGENCY MANAGEMENT AGENCY" by amending the said Ordinance Relating to County ESDA ; and

WHEREAS, The name change which is set forth in Senate Bill 1302 will facilitate funding from the Federal Emergency Management Agency, which will benefit the residents of Jackson county:

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the County Board of the County of Jackson, Illinois, that the said Ordinance Relating to County ESDA be and hereby is amended and the name of the Jackson County Emergency Services and Disaster Agency is hereby changed to JACKSON COUNTY EMERGENCY MANAGEMENT AGENCY. This ordinance will be effective upon its passage by the Jackson county Board and publication by the Jackson county Clerk.

APPROVED AND ADOPTED at a regular meeting of the Jackson county Board this 9th SEPT, 1992 A.D.

D. Blaney Miller  
Chairman, Jackson County Board

ATTEST: Robert B. Howell  
Jackson County Clerk

C:\WP51\COUNTY.BOR\JCEMA.ORD

92-12

AN ORDINANCE PROVIDING FOR AND MAKING THE ANNUAL TAX LEVY FOR  
JACKSON COUNTY, ILLINOIS FOR THE YEAR DECEMBER 1, 1992  
THROUGH NOVEMBER 30, 1993

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, 1992 and ending November 30, 1993;

NOW, THEREFORE, BE IT ORDAINED BY THE JACKSON COUNTY BOARD, THAT THE SUM OF \$5,339,293 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 \$715,296 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 \$ 95,000 is levied pursuant to Illinois Revised Statutes, Chapter 85, Paragraph 9-107, for costs of insurance contracts for tort liability;

4. The sum of \$415,000 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 \$10,000 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 \$820,000 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 \$820,000 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 \$85,000 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 \$265,757 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 \$830,187 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;

15. The sum of \$58,000 is levied pursuant to Illinois Revised Statutes, Chapter 34, Paragraph 409.16, for the purpose of social services for senior citizens;

16. 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 18th day of November, 1992.

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

ATTEST:

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