



COMMITTEE OF THE WHOLE MEETING
MONDAY, APRIL 3, 2017
NORTH AURORA VILLAGE HALL - 25 E. STATE ST.
(Immediately following the Village Board Meeting)

AGENDA

CALL TO ORDER

ROLL CALL

AUDIENCE COMMENTS

TRUSTEE COMMENTS

DISCUSSION

1. Metronet Cable Franchise Agreement
2. T.I.F. Façade Request – 14 S. Lincolnway
3. 2017 Road Program Change Order
4. Broadcasting Village Board Meetings
5. Draft Budget

EXECUTIVE SESSION

ADJOURN

Initials 

Memorandum



To: Steve Bosco, Village Administrator
From: David Hansen, Administrative Intern
Date: 3-29-2017
Re: MetroNet Cable Franchise Agreement

MetroNet has reached out to the Village regarding providing phone, internet, and cable services to the community. According to MetroNet, they are a customer-focused company that provides cutting-edge fiber optic communication services, including high-speed Fiber Internet, full-featured Fiber Phone, and Fiber IPTV with a wide variety of programming. All of MetroNet's services are delivered across their 100% fiber optic network. MetroNet plans to have local offices, in or near North Aurora, that are staffed with associates and technicians who live in the communities they serve.

MetroNet provides the same services (cable, phone, and internet) as Comcast and AT&T U-verse. As part of the local franchising agreement, state law requires an equal playing field in terms and conditions provided. Since MetroNet is seeking a local franchise agreement they will need to abide by the same requirements and features as the franchise agreement with Comcast that was recently approved by the Village Board. Some features included HD PEG access, right-of-way (ROW) legal requirements, and essentially building out the Village to its entirety. In comparison, AT&T receives their franchise authority through the state and do not have the same build-out requirements.

Staff has worked with MetroNet and Village attorney to draft up a non-exclusive local franchise agreement with MetroNet. The non-exclusive local franchise agreement with MetroNet would be essentially 6.5 years; expiring on December 31, 2023.

MetroNet has not supplied an Exhibit (A) map to the franchise agreement, but will have one complete before the Village Board votes to approve it.

Attached is the draft copy of the MetroNet Cable Franchise Agreement and a draft ordinance approving the franchise agreement.

**CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
The
VILLAGE OF NORTH AURORA, ILLINOIS
And
CMN-RUS, Inc.**

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the Village of North Aurora, Illinois (hereinafter, the "Village") and CMN-RUS, Inc., (hereinafter, "Grantee") this _____ day of _____, 2017 (the "Effective Date").

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

This Agreement is entered into by and between the parties under the authority of the Cable Act, the Illinois Constitution of 1970, including the Village's home rule powers, and the Illinois Municipal Code, as amended from time to time, and shall be governed by the Cable Act and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

"Cable Operator" means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or "Service" means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

"Cable System" or "System," has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers

within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“Code” means the Village of North Aurora Municipal Code.

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

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

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

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

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

“Grantee” shall mean CMN-RUS, Inc.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the Village’s permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment

income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. In the event there is or becomes a conflict between the lists herein described and then applicable generally accepted accounting principles, the latter shall prevail. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena Decision," *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues*, CSR 5282-R, *Memorandum Opinion and Order*, 16 FCC Rcd. 18192 (2001), and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

"Initial Franchise Service Area" means that portion of the Franchise Area set forth in Exhibit A.

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

"Public Way" shall mean the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the Village in the Franchise Area, to the extent that the Village has the right and authority to authorize, regulate, or permit the location of facilities other than those of the Village. Public Way shall not include any real or personal Village property that is not specifically described in this definition and shall not include Village buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

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

"Right of Way Ordinance" shall mean Title 12 Chapter 20, of the Code, as amended from time to time.

"Standard Installation" means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

"Southwest Fox Valley Cable and Telecommunications Consortium" or "Consortium" is the designee of the Village with respect to the operation of Public, Educational and Government Access Programming and related activities and the performance of duties described in that certain Intergovernmental Agreement by and between the members of said Consortium, as amended from time to time.

"Village" means the Village of North Aurora, Illinois or the lawful successor, transferee, designee, or assignee thereof.

“Video Programming” or “Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2: Grant of Authority

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), and 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, and Ordinance No. _____, the Village hereby grants to the Grantee, subject to the terms of this Agreement, a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be from the Effective Date through and including December 31, 2023, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee’s Franchise for the provision of Cable Service. In the event this Franchise expires without being renewed or terminated, the terms and conditions described herein shall continue to apply on a month-to-month basis, as long as negotiations continue in good faith and until such time when the franchise is renewed.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

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

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

2.6. Competitive Equity.

2.6.1. In the event the Village grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the Village proposing to serve the Franchise Area, in whole or in part, the Village shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Right of Way Ordinance as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the Village requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the Village shall not be considered to be public or private funds. Grantee acknowledges that if the Village requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, and no public or private funds are allocated for the project within the meaning of the preceding sentence, Grantee shall be responsible for the costs of relocating Grantee's aerial facilities if the Village directs Grantee and other users of the Public Way to perform such relocation, and the Village shall have no financial responsibility in connection therewith.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days' notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the

preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

3.4 Restoration of Private Property. The Grantee shall remove all excess material and restore all turf and terrain and other property within ten (10) business days after any parcel of private property adjacent to the Public Way is disturbed, damaged or destroyed due to construction or maintenance by the Grantee, all to the satisfaction of the Village engineer. Such cleanup and repair may be required to consist of backfilling, regrading, reseeding, resodding, or any other requirement to restore the private property to a condition substantially equivalent to that which existed prior to the commencement of the project. The time period provided in this section shall be extended a reasonable term by the Village engineer for good cause, as determined in his/her reasonable discretion.

SECTION 4: Service Obligations

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide, and, upon completion of construction, will be capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. After completion of Construction, the Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

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

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the Village in conducting inspections related to these

standards upon reasonable prior written request from the Village based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the Village shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the Village shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the Village's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement. Notwithstanding the foregoing, the timing of the issuance of any notice referred to in this Section 4.5 or the failure to issue the same shall not affect in any way the validity of any annexation, planned unit development ordinance, or other development-related approval issued by the Village.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The Village and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), and to the extent requested by any eligible governmental entity, Grantee shall provide complimentary Basic Cable Service and a free Standard Installation at one outlet to all eligible buildings as defined in said state statute. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an "Emergency Alert System" ("EAS") consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the "State of Illinois Emergency Alert System State Plan" – as may be amended from time to time. Should the Village become qualified and authorized to activate the EAS, the Grantee shall provide instructions on the access and use of the EAS by the Village to the Village on an annual basis. The Village agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the Village, its employees or agents in using such system.

4.8. Customer Service Obligations. The Village and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement provisions are included in Title 5, Chapter 5.50 of the Village of North Aurora Municipal Code. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

SECTION 5: Oversight and Regulation by Village

5.1. **Franchise Fees.** The Grantee shall pay to the Village a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the Village to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the Village to increase the Franchise Fee above five percent (5%), the Village shall hold a public hearing and determine if the Village should collect the additional amount. Following the determination, the Village shall notify the Grantee of its intent to collect the increased Franchise Fee and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the Village nor more than one hundred eighty (180) days from the receipt of such notice) to effectuate any changes necessary to begin the collection of such increased Franchise Fee or notify the Grantee of its intent to not collect the increased fee. In the event that the Village increases said Franchise Fee, the Grantee shall notify its Subscribers of the Village's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the Village to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the Village pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the Village approves the amendment by ordinance; and (c) the Village notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

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

5.2. Franchise Fees Subject to Audit. The Village and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The Village agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Village that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority's representative. Notwithstanding the foregoing, nothing in this Agreement shall limit or prevent the Village from complying with its obligations under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or any reasonably similar law, nor shall any provision of this Agreement prevent the Village from complying with its obligations pursuant to any subpoena or discovery request directed to the Village.

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

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Village.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the Village.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Metronet Holdings, LLC.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the Village containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the Village shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Village has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a

condition to granting of any consent, the Village may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the Village's consent thereto in the manner described in Section 6 above.

SECTION 7: Insurance and Indemnity

7.1. **Insurance.** Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the Village certificates of insurance in accordance with Title 12, Chapter 12.20 of the Village of North Aurora Municipal Code. The Grantee shall indemnify and hold harmless the Village from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement.

7.2. **Indemnification.** The Grantee shall indemnify, defend and hold harmless the Village, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising from the Grantee's construction and operation of its Cable System within the Village. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The Village shall give the Grantee timely written notice of its obligation to indemnify and defend the Village after the Village's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the Village. If the Village elects in its own discretion to employ additional counsel, the costs for such additional counsel for the Village shall be the responsibility of the Village.

7.2.1. The Grantee shall not indemnify the Village for any liabilities, damages, costs or expense resulting from any conduct for which the Village, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the Village by reference to the limits of insurance coverage described in this Agreement.

SECTION 8: Public, Educational and Governmental (PEG) Access

8.1. **PEG Capacity.** The Grantee shall provide capacity for the Village's noncommercial Public, Educational and Governmental Access Programming through Grantee's Cable System consistent with the requirements set forth herein. As of the Effective Date of this

Agreement, the Village utilizes no PEG Access Channel. The Grantee shall provide the Village with three (3) PEG Access Channels upon 180 days prior written request of the Village for (1) Government Access, (2) Public Access, and (3) Educational Access, including programming produced by and/or for Waubensee Community College. Unless otherwise agreed to by the Village and the Grantee to the extent required by applicable law, the PEG Access Channel shall be carried on the Grantee's Basic Service tier. The Village's PEG Access Programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

8.2. Rules and Procedures for Use of PEG Access Channels. The Village shall be responsible for establishing and enforcing rules for the non-commercial use of PEG Access Channel and to promote the use and viewership of the PEG Access Channel in accordance with 47 U.S.C. § 531(d).

8.3. PEG Access Channel Signal Quality. Provided the PEG Access Channel signal feed is delivered by the Village to the designated signal input point without material degradation, the PEG Access Channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.4 PEG Capital Support. At its sole discretion, the Village may designate PEG access capital projects to be funded by the Village. The Village shall send written notice of the Village's desire for Grantee to collect as an external charge a PEG Capital Fee of up to fifty-three cents (\$0.53) per customer per month charge to be passed on to each Subscriber pursuant Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The Grantee shall collect the external charge and make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. The notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment — for instance, cameras, recording devices, and other video and sound equipment related to PEG program production, or capital repairs to the PEG studio — and the Grantee shall have the opportunity to review and make recommendations upon the Village's plan prior to agreeing to collect and pay to the Village the requested amount. The capital payments shall be expended for capital costs associated with PEG access. Consistent with the description of the intended utilization of the PEG Capital Fee, the Village shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the Village to make large capital expenditures, if necessary, as long as the Village spends the entire amount collected by the end of the term of this Agreement. Moreover, if the Village chooses to borrow from itself or a financial institution revenue for large PEG capital purchases or capital expenditures, the Village shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty days (120) of the Village's written request.

8.4.1. For any payments owed by Grantee in accordance with this Section 8.3 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rate as quoted by JPMorgan Chase & Co., or its successor, whichever is higher, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this section.

8.4.2. Grantee and Village agree that the capital obligations set forth in this Section are not "Franchise Fees" within the meaning of 47 U.S.C. § 542.

8.5 Rules and Procedures for Use of PEG Access Channels. The Village shall be responsible for establishing and enforcing rules for the non-commercial use the Public, Educational and Governmental Access Channel and to promote the use and viewership of the Channel.

8.6 Allocation and Use of the PEG Channel. The PEG Channel is, and shall be, operated by the Village and the Village may at any time allocate or reallocate the usage of the PEG Channel among and between different non-commercial uses and Users. The Village shall adopt rules and procedures under which Grantee may use the PEG Channel for the provision of Video Programming if the PEG Channel is not being used for its respective purposes pursuant to Section 611(d) of the Cable Act, 47 U.S.C. §531.

8.7. Editorial Control. Grantee shall not exercise any editorial control over any use of the PEG Channel, nor shall Grantee or its Affiliates incur any criminal or civil liability pursuant to the federal, state or local laws of libel, slander, obscenity, incitement, invasions of privacy, false or misleading advertising, or other similar laws for any programs carried on the PEG Channel.

8.8. PEG Access Channel Signal Quality. Provided the PEG signal feed is delivered by the Village to the designated signal input point without material degradation, the PEG channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.7. Grantee Use of Unused Time. Because the Village and Grantee agree that a blank or under-utilized Access Channel is not in the public interest, in the event the Village does not completely program a Channel, Grantee may utilize the Channel for its own purposes. Grantee may program unused time on the Channel subject to reclamation from the Village upon no less than sixty (60) days' notice. The programming of the Access Channel with text messaging or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered fallow time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) consecutive hours, where no community produced programming of any kind can be viewed on an access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

8.8. PEG HD Programming

8.8.1 Annual Meeting to Discuss PEG High-Definition Programming. In recognition of the Village's interest in the future distribution of the PEG Channels in high-definition (HD), Grantee will meet with the Village and/ or its PEG programming designee on an annual basis to discuss:

(i.) The status of each party's respective preparedness to produce and cablecast the PEG Access Programming in HD, taking into consideration the amount of PEG programming being produced in HD versus standard definition (SD).

(ii.) The proportion of channels cablecast in SD versus HD.

(iii.) The percentage of HD subscription penetration across Grantee's subscriber base in the member communities of the Consortium.

8.8.2 PEG Channel Migration from SD to HD. On or after the fifth anniversary date of this Agreement, the parties shall migrate PEG Access Programming from SD to HD, but only if all of the following conditions have been met and notice has been given in writing:

(i.) The Consortium is capable of producing and transmitting PEG programming in HD. For purposes of this Agreement, an HD signal refers to a television signal delivering picture resolution of 720p or 1080i. For the first PEG Channel transitioned to HD, the Channel must include a minimum of five (5) hours per day, seven (7) days per week of HD PEG programming. Prior to the transition of each additional PEG Channel, the Consortium must accumulate a library containing a minimum of one hundred (100) hours of locally produced, original HD content, per channel.

(ii.) Forty-Two percent (42%) of channels comprising the Basic Service Tier are cablecast in HD. For the purpose of calculating this condition, any networks which are simulcast in HD and SD shall be counted as only one channel.

(iii.) The percentage of HD subscription penetration across the Grantee's subscriber base in the Consortium's member communities is equivalent to eighty percent (80%).

8.8.3. If all of the conditions above have been met, Grantee will be provided up to six (6) months to transition the PEG programming on the eligible PEG Channel to HD.

8.8.4. In no instance, shall the PEG Channels be cablecast in both SD and HD.

8.8.5 In the event the metrics haven't been met by the fifth anniversary of this agreement and upon request, the party which has control over the metric measured by the foregoing conditions shall give the other party notice within thirty (30) days as to whether it has reached attainment or completion of such condition. For example, the Consortium shall give notice to the Grantee for criteria (i) and the Grantee shall give notice to the Village/ City and the Consortium for criteria (ii) and (iii) upon request.

SECTION 9: Enforcement of Franchise

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

9.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the Village's written notice: (A) to respond to the Village, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Village of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the event the Village determines that the Grantee is in default of any material provision of the Franchise, the Village may:

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Village shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Village has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The Village shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Village shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the Village shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the Village shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the Village's decision.

9.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the Village's ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law enacted by Title 5, Chapter 5.50 of the Village of North Aurora Municipal Code to enforce the Grantee's compliance with the Village's requirements regarding "Construction of Utility Facilities in the

Rights-Of-Way." Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the Village to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the Village.

SECTION 10: Miscellaneous Provisions

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

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

To the Village:

The Village of North Aurora
29 East State Street
North Aurora, IL 60452
ATTN: Village Administrator

To the Grantee:

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

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

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the Village and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of

Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The Village may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

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

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Kane County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Village and the Grantee, which amendment shall be authorized on behalf of the Village through the adoption of an appropriate ordinance by the Village, as required by applicable law.

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

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

10.10. Validity of Franchise Agreement. The parties acknowledge and agree in good

faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.11. Severability. In the event any provision hereof is nonetheless found by a final, non-appealable judicial order to be invalid or unenforceable in the manner in which it is applied or implemented by the parties hereto, the parties agree that the change in interpretation and performance of this Agreement shall be solely prospective from the effective date of the order and shall not give rise to any retroactive claims for a party's actions in reliance on this Agreement preceding the date of such order unless such order clearly addresses the retroactive and prospective application of such order.

10.12 Authority to Sign Agreement. Grantee warrants to the Village that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the Village that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

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

For the Village of North Aurora:

By: _____

Name: _____

Title: _____

Date: _____

For CMN-RUS, Inc.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
INITIAL FRANCHISE AREA

VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance No. _____

ORDINANCE APPROVING A CABLE FRANCHISE AGREEMENT
WITH CMN-RUS, INC. (METRONET)

Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 2017

Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 2017
by _____.

Signed _____

VILLAGE OF NORTH AURORA

ORDINANCE NO. _____

**ORDINANCE APPROVING A CABLE FRANCHISE AGREEMENT
WITH CMN-RUS, INC. (METRONET)**

WHEREAS, CMN-RUS, Inc. ("Metronet") is a cable company desiring to have a franchise in the Village of North Aurora, Illinois; and

WHEREAS, Metronet has negotiated a cable franchise agreement with the Village staff ("Franchise Agreement") authorizing Metronet to serve the Village and to operate and maintain a cable television system within the jurisdictional limits of the Village consistent with the Franchise Agreement and the Cable Communications Policy Act of 1984 (47 U.S.C. 521 et seq.); and

WHEREAS, a public hearing has been held to consider the cable franchise needs of the community; and

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the Village to approve the Franchise Agreement as negotiated.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of North Aurora, Kane County, Illinois, as follows:

1. The recitals set forth above are adopted and incorporated herein as the material and significant findings of the President and the Board of Trustees as if fully stated herein.

2. The Cable Television Franchise Agreement By and Between the Village of North Aurora and CMN-RUS, Inc.. in the form attached hereto and incorporated herein by reference as Exhibit "A" is hereby approved, and the Village President or his designee is hereby authorized and directed to execute it on behalf of the Village of North and Village staff are hereby authorized and directed to take all necessary and appropriate actions to implement the agreement as written and approved.

3. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The Village Board of Trustees hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that anyone or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

4. This Ordinance shall take immediate full force and effect from and after its passage, approval, publication and such other acts as required by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2017, A.D.

VILLAGE OF NORTH AURORA

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2017, A.D.

Mark Carroll _____

Laura Curtis _____

Chris Faber _____

Mark Gaffino _____

Mark Guethle _____

Michael Lowery _____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2017, A.D.

Dale Berman, Village President

ATTEST:

Lori Murray, Village Clerk

Notice of Public Hearing for
Metronet Cable Franchise
Agreement

PUBLIC NOTICE is hereby given that a public hearing shall be conducted on Monday, March 6, 2017, at 7:00 p.m., before the Board of Trustees of the Village of North Aurora, Kane County, Illinois, on a proposed agreement to renew the cable television franchise between the Village and Metronet (also known as Metro FiberNet, LLC). The proposed franchise agreement has been in negotiation between the Village and Metronet and addresses a variety of issues, including, without limitation, the payment of franchise fees, programming services, and fees to support capital for public access television. This hearing provides the public with an opportunity to comment before the agreement is presented for final action by the Board of Trustees.

The public hearing shall be held in the Village Board Meeting Room at 25 E. State Street, North Aurora, Kane County, Illinois, 60542. A copy of the proposed cable television franchise agreement will be available for inspection at the front counter of the Village Hall, which proposed agreement is subject to further revision.

The Board of Trustees will hear public comments on the proposed cable television franchise agreement from all persons interested in being heard. After the close of the hearing, the Board of Trustees will direct such further activities as may be appropriate, and will consider final action on the agreement.

Respectfully submitted,
Date: February 15, 2017
Steve Bosco,
Village Administrator
Published in Daily Herald
February 15, 2017 (4464516)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **DAILY HERALD**. That said **DAILY HERALD** is a secular newspaper and has been circulated daily in the Village(s) of Addison, Algonquin, Antioch, Arlington Heights, Aurora, Barrington, Barrington Hills, Bartlett, Batavia, Bensenville, Bloomingdale, Buffalo Grove, Burlington, Campton Hills, Carol Stream, Carpentersville, Cary, Deer Park, Des Plaines, East Dundee, Elburn, Elgin, Elk Grove Village, Elmhurst, Fox Lake, Fox River Grove, Geneva, Gilberts, Glen Ellyn, Glendale Heights, Glenview, Grayslake, Green Oaks, Gurnee, Hainesville, Hampshire, Hanover Park, Hawthorn Woods, Hoffman Estates, Huntley, Inverness, Island Lake, Itasca, Keeneyville, Kildeer, Lake Barrington, Lake Villa, Lake in the Hills, Lake Zurich, Libertyville, Lincolnshire, Lindenhurst, Lisle, Lombard, Long Grove, Medinah, Mt. Prospect, Mundelein, Naperville, North Aurora, North Barrington, Oakbrook, Oakbrook Terrace, Palatine, Prospect Heights, Rolling Meadows, Roselle, Schaumburg, Sleepy Hollow, South Barrington, South Elgin, St. Charles, Woodridge, Streamwood, Tower Lakes, Vernon Hills, Villa Park, Volo, Warrenville, Wauconda, Wayne, West Chicago, West Dundee, Wheaton, Wheeling, Wildwood, Winfield, Wood Dale, Round Lake Park, Pingree Grove County(ies) of Cook, DuPage, Kane, Lake, McHenry and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the **DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 2/15/17 in said **DAILY HERALD**.

IN WITNESS WHEREOF, the undersigned, the said **PADDOCK PUBLICATIONS, Inc.**, has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY 
Authorized Agent

Control # 4464516

**VILLAGE OF NORTH AURORA
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
SUBJECT: 14 S. LINCOLNWAY TAX INCREMENT FINANCING FAÇADE GRANT
AGENDA: 4/3/2017 COMMITTEE OF THE WHOLE MEETING

DISCUSSION

The North Aurora Tax Increment Financing Grant Program (NATIFGP) provides financial assistance to commercial property owners to make building, landscaping and signage improvements within the TIF district. The NATIFGP offers reimbursement up to 50% of the cost of improving storefronts, building facades or landscaping up to \$20,000. The program also provides up to \$10,000 for sign improvements that bring nonconforming signs into conformance with the Village's sign ordinance with no match required. A one-time reimbursement of \$1,000 is also available for architectural and engineering services.

The property owner of 14 S. Lincolnway is requesting \$6,820 in NATIFGP funding for exterior windows. After receiving at least three separate quotes for the project, Window Works provided the lowest bid for the windows (\$13,640). Staff has reviewed the scope of work associated with each bid and recommends moving forward with the lowest bidder for each portion.

**VILLAGE OF NORTH AURORA
TAX INCREMENT FINANCING DISTRICT GRANT PROGRAM
Application Form**

1. Application information

Date: 3/10/17

Loan Amount Requested: \$ 6,820 Total Project Cost: \$ 13,640

Name: Michelle Lemrise-Hall

Home address: 2871 Leonard Lane North Aurora 60542

Email Address: Michellehall2016@yahoo.com

Phone: 708 7174425 Fax: _____

2. Business information (the building or establishment for which the grant is sought)

Name: _____

Address: 14 S. Lincolnway St. North Aurora 60542

Email Address: michelle hall2016@yahoo.com

Phone: 630 230 6611 Fax: _____

Applicant is: Owner ☒ Tenant _____ If tenant, term of lease: _____

If tenant, name & phone of owner: _____

3. Proposed use of program:

_____ Canopy/awning

_____ Signage

☒ Windows/doors

_____ Exterior lighting

_____ Painting/tuck pointing

_____ Restoration of architectural feature

_____ Landscaping

_____ Exterior ADA accessibility

_____ Other (please specify) _____

4. Breakdown of Project:

Estimated Amount	Description of Work
A. \$ <u>20,988</u>	<u>new windows & exterior trim</u>
B. \$ <u>14,752</u>	<u>new windows & trim</u>
C. \$ <u>13,640</u>	<u>new windows & trim</u>
D. \$ _____	_____

TO COMPLETE THIS APPLICATION, PLEASE ATTACH THE FOLLOWING INFORMATION TO FURTHER DESCRIBE THE PROPOSED PROJECT:

- Preliminary cost estimates (typically a copy of itemized contractor estimates/quotes).
- Site plan and elevation drawn to scale, with scale(s) noted, illustrating the proposed improvements. Proposed materials, colors, finishes and details, including signage (if any).
- Elevations of any façade proposed to be drawn to a scale of a least 1/8" = 1'; each elevation drawing should include notations of proposed materials, colors, finishes, and details. The drawing should clearly show proposed signage (if any).
- Clear and identifiable photographs, at least 5"x7" in size, of the building facades and facades of buildings on the same block. If more than one façade is proposed for renovation, photographs of each façade and buildings on the same block should be submitted.

5. Statement of Understanding:

- A. The applicant (undersigned) agrees to comply with the guidelines and procedures of the Village of North Aurora Tax Increment Financing District Grant Program and the conceptual design and outline specifications as agreed to by the applicant and the grantor.
- B. The applicant understands that the applicant must submit detail cost documentation, copies of building permits, bids contracts and invoices and contractor's final waivers of lien upon completion of the approved improvements.

Applicant's Signature*: Michelle Smith Date: _____

If the applicant is other than the owner, the following line must be completed:

I certify that I, the owner of the property at _____, do authorize the applicant to apply for a grant under the Village of North Aurora Tax Increment Financing District Grant Program and to undertake the approved improvements.

Lease beginning date: _____ Lease ending date: _____

Owner's signature*: _____ Date: _____

*By signing above, the applicant and owner agree to abide by all applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout including the Illinois Prevailing Wage Act. The grantee or entity awarded funding will be required to submit certified payroll to the Village of North Aurora on a monthly basis for the work being performed under the grant and/or redevelopment agreement if said grant or redevelopment agreement funding is being used for the purchase of labor for the materials or services being rendered.

Return completed application form to:

**Michael Toth
Community and Economic Development Director
Village of North Aurora
25 East State Street
North Aurora, IL 60542**

For Office Use Only

Date application received: 3/10/17 Zoning: B-3

Minimum of two cost estimates for each work item: Yes ☒ No ☐

Ineligible improvements, if any: _____

Grant Approved Date: _____ **Grant Denied** Date: _____

Total estimated project cost: \$ _____ Reason: _____



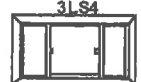
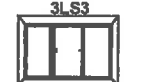








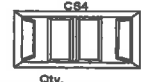





Percent applied for grant: _____

Total amount of grant: \$ _____

Customer: MICHELLE HALL Date: 12/02/14
Job Address: 145. LINCOLNWAY City: NORU AURORA St: IL
Office Home Ph: (630) 230-6680 Cell Phone: (708) 717-4425 Best time to call: _____

Page 1 of 1 Proj. # _____
Please understand that estimates of project duration can vary greatly depending on weather conditions, association approval and/or permit approval.

Description For explanation of installation types see reverse side.							Colors		Screen	Glass (Top Bot Full)		Grids Not Included if not marked			Stain/Paint	Casing	Comments/Additional Specs
Line	Location	Est. W x H	UI	Model	Style #	Install Type	Interior	Exterior	H/F	Temp	Obscure	Contour	Flat	Groove	No/Pnt/Stn	No/Rch/Col	
1		x		E	DL	S	WH	WH	H	X	X	X	X	X	X	X	PHASE 1
2		x															2
3		x															\$13,640
4		x															22 WINDOWS @
5		x															\$620 PER
6		x															WINDOW
7		x															
8		x															
9		x															
10		x															

 Qty. <u>20</u>	 Qty. _____	 Qty. _____	 Qty. _____	 Qty. <u>2</u>	 Qty. _____	 Qty. _____
 Qty. _____	 Qty. _____	 Qty. _____	 Qty. _____	 Qty. _____	 Qty. _____	 Qty. _____
 # Lites _____ # Vents _____ Oak _____ Birch _____	 Bow Qty. _____ # Lites _____ # Vents _____ Oak _____ Birch _____	 Qty. _____	 Qty. _____ #Sec. _____			

Grid Style (circle one) <input checked="" type="radio"/> Colonial <input type="radio"/> Prairie Sash <input type="radio"/> Prairie Perimeter	Grids (circle one) Computer Gen. (default) Match Existing <input checked="" type="radio"/> None	Draw - .27 U-FACTOR LOW-E GLASS - VIRGIN VINYL/FIBERGLASS FRAMES - WELDED CORNERS - INSULATED - ARGON/KRYPTON GAS FILLED
Capping: _____		
Exterior capping color will match as closely as possible to the exterior window color, unless noted below. Exterior capping color: <u>WHITE</u>		
Additional Notes: <u>PROJECT INCLUDES INSTALL, PERMITS, TAXES, ALL PROMOS</u> <u>- LIFETIME WARRANTY ON PRODUCT & INSTALL</u>		

The Buyer(s) listed above hereby jointly and severally agree to purchase the goods and/or services listed above, in accordance with the prices and terms described on this SPECIFICATION SHEET and the front and reverse of the accompanying INSTALLATION CONTRACT of which this specification sheet is a part.

Customer Signature _____ Date _____
Customer Signature _____ Date _____
Email _____

Salesperson (print) CHAS DIEHL
Salesperson Signature [Signature]
Date 12/02/14



Windows • Siding • Doors

City of Chicago Home Repair

License #1492480

Representative: JOE MONTALELLI

Email:

Proposal

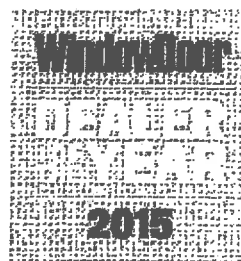
(This is not a contract)

(FARMERS INSURANCE CO)

Customer Name: MICHELLE NANCY KERRISE

Address: 17 S. LINCOLNWAY / N. AURORA

Phone Number: 630-963-6611



Date: 12-02-16

Time of Arrival: 1:30

Time of Departure:

Product	Series	Quantity	Color	Options	Woodwork
1655 DOUBLE HUNG	SOPHIA	28	WHITE/WHITE	(12) TEMPELED	OUTSTIPS
					EXTERIOR CAP
PRICE INCLUDES: TAX, PERMIT, HALL AWAY ALL DEBRIS.					

Retail Price

Special Price*

All Sophia Series Windows Include:

- G71-38 LowE Glass w/ Argon Gas
- Multi-Chambered Frame
- Double Strength 3/4" Insulated Glass
- Fusion Welded Corners
- uPVC Vinyl Construction
- Insulated Frames/Sashes
- Lifetime Transferable Warranty
- Energy Star Rating

\$ 25,083

\$ 14,752

\$ _____

\$ _____

* Estimates including factory discounts may no longer be available at time of purchase.

\$ _____

\$ _____

Customer Use Only (This is not a contract)

At Feldco we strive to provide the industry's best value. A combination of quality products, fair prices, and great service is our goal. In order to help us achieve this, please take a moment to answer the following questions:

- | | | |
|---|-----|---------|
| 1. Did the representative measure all openings in your home? | Yes | No |
| 2. Did the representative show you cut away & full size samples? | Yes | No |
| 3. Did Felco offer all the features you are looking for in our Windows, Siding, or Doors? | Yes | No |
| 4. Would you consider Feldco for future home renewal projects? | Yes | No |
| 5. How much of a factor was price in your decision not to purchase today? | 1 | 2 3 4 5 |
| 6. How high on your list of home renewal projects does this rate? | 1 | 2 3 4 5 |

(1 Lowest, 5 Highest)

To help us serve your needs better in the future, please tell us why you chose not to order Feldco products at this time:

Customer Acknowledgement:

Date:

4FELDCO.com

1-866-4FELDCO

One call takes care of it all.

MKT REV. 1/16

NEXT Door & Window

CONTRACT

Page 3 of 3

Date:

2/1/2017

Contract Continuation

Please be aware that this is not the only page of this contract. If you are missing a page, please contact your salesman.

16W240 83rd St., Burr Ridge, IL 60527 708-233-9444
815 E Ogden Ave., Naperville, IL 60563 630-548-4100
718 E. Rand Rd., Arlington Heights, IL 60004 888-313-3667

www.nextdoorandwindow.com

FOLLOW US ON:



BUYER: Michelle Hall

REFERRED BY:

REMEASURE INFO

REMEASURE DATE/TIME:

TECHNICIAN'S NAME:

Yard Sign?

No Yard Sign

Windows

PRODUCT:	softlite	SPECIES:	Insulated Vinyl
GLASS:	Low E II w/argon	CASING TYPE:	None
HARDWARE:	White built in	CASING SIZE/COLOR:	
SCREENS:	Half Normal Mesh	COVER PAINT LINE:	Insert units
GRILLES:	None	CAPPING:	Standard
GRILLES COLOR:	n/a	CAPPING COLOR:	White

29 Insulated Vinyl Replacement Windows

Weights and Pulleys install

Remove storm window, cut blind stop, remove sashes, leave main frame and trim in place

Open jamb door in frame, remove weights, and pulleys from interior of frame

Hand insert Fiberglass insulation into weight pockets, re-install jamb door into frame

Line original sill with Nova-flash ice and water shield

insert new window into existing frame

Insulate around window with polyurethane insulation

on exterior seal over insulation with ice and water shield

trim exterior with new aluminum

Haul all debris away

All permits required will be obtained by Next Door and Window

Soft-lite product has Lifetime transferable warranty

5 year labor warranty

Lead based paint is present, follow all EPA guidelines for Lead based paint application

24 MONTH SPECIAL FINANCING 0%

(See Store For Details, Subject to Credit Approval)

\$26,235

\$5,247

\$20,988

\$1,174

\$19,814

20% Pre-spring discount

Total with Financed balance

Discount for non-financed

Total with personal check/charge balance

ALL LEAD TIMES ARE APPROXIMATE BASED UPON COMPLETED SELECTIONS & OPTIONS. ANY SELECTIONS AND/OR OPTIONS MADE AFTER THE CONTRACT DATE MAY INCREASE LEAD TIMES. PLEASE CONTACT YOUR SALESPERSON WITH ANY QUESTIONS.

THIS CONTRACT SHALL CONSIST OF THE WORK LISTED ABOVE AND NO OTHER WORK. BUYER ALSO AGREES TO ALL CONDITIONS PRINTED ON ATTACHED FORM IN THE EVENT OF ANY SERVICEABLE ITEMS, A MAXIMUM OF 3% OF THE TOTAL JOB CAN BE WITHHELD. THE 3% WITHHELD TO BE PAID UPON COMPLETION OF THE JOB.

Total Price: \$

Deposit as of Contract: \$

On Completion of Job: \$

BUYER:

CO-SIGNER:

Accepted By: Gary Armstrong Cell: (708) 238-7570

Date Signed:

Check If Financing

☐

Deposit Information

☐ Cash ☐ Check #

☐ Roampay (Card Type:)

YOU THE CONSUMER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.



Memorandum

To: Dale Berman, Village President & Board of Trustees
Cc: Steven Bosco, Village Administrator
From: John Laskowski, Public Works Director
Date: March 23, 2017
Re: 2017 Street Improvements Project Change Order

On March 20, 2017 the Village of North Aurora, acting through its President and Board of Trustees, awarded a contract in the amount of **\$1,364,275.78** to Geneva Construction Company located in Aurora, Illinois. This bid was **\$299,724.22** lower than the engineer's estimate of **\$1,664,000.**

Rempe-Sharpe has recommended utilizing these funds to complete additional infrastructure repairs to the road network. These repairs include the addition of a patching project to the contract, the widening of Deerpath Road from a width of 23 feet to 26 feet, and the improvements to the Monroe Street alley. In addition to these recommended improvements Village staff has identified additional sidewalk hazards within the boundaries of the project that need to be removed and replaced. The additional cost of these improvements and associated funding sources are listed in Table 1 below.

Table 1. Total Cost of 2017 Streets Project Change Order

Activity Number	Construction Activity	Construction Cost	Engineering Cost	Total Cost	Funding Source
1	Pavement Patching	\$39,920.00	\$0.00	\$39,920.00	Capital Fund
2	Deerpath Road	\$14,080.00	\$0.00	\$14,080.00	Capital Fund
3	Monroe Street Alley	\$40,896.00	\$0.00	\$40,896.00	Lincolnway TIF
4	Hazardous Sidewalks	\$13,750.00	\$0.00	\$13,750.00	Capital Fund

Total \$108,646.00

There is a benefit to the Village of North Aurora by investing the additional capital to perform the additional construction activities identified in the above table. Pavement patching is a road maintenance technique that can address areas of cracking that appear at the road surface. By preventing rainfall from infiltrating into the pavement it preserves the base of the road. By preserving the base material, the overall life of the pavement can be extended prior to the prescription of a more expensive maintenance technique. There are several areas throughout the Village where this technique should be employed. These

areas include: Orchard Gateway, Abington Lane, White Oak Drive, Harmony Drive, 836 Columbia, 807 Columbia, 408 Hickory, 219 Andrew Lane, and 206 Andrew Lane.

Deerpath Road can be made safer by widening the pavement lanes. The current speed of traffic along this road creates the potential for serious accidents. There is observable rutting adjacent to the edge pavement in the shoulder area of the road. Providing additional paved surface can prevent road departures and overcorrections that can lead to head on collisions.

The Monroe Street Alley is a project that can be completed with the realization of the additional increment from the North Lincolnway TIF district. The alley is in poor condition and improvements will improve drainage, provide a smooth surface, and eliminate the immediate need for future patching operations.

The additional sidewalk improvements will continue an existing program of addressing hazardous sidewalks and bringing the pedestrian facilities into compliance with ADA regulations. The sidewalks that staff have identified as trip hazards are a result of settlement or heaving that are typically associated with a service repair or tree roots. Remediating these hazards is a continuous process and an ongoing objective of the Village of North Aurora.

Staff believes the improvements listed above will improve the overall transportation network. Additionally the inclusion of these construction activities to this contract is an opportunity to take advantage of favorable unit prices received in the bid from Geneva Construction. If these improvements were bid in a separate contract the unit prices would likely increase as a result of the smaller quantities, which would increase the total cost of the construction activities. By including the additional work in this contract it will allow the operations to be scheduled and completed efficiently by Geneva Construction. This efficiency would decrease the inconvenience to motorists by reducing the duration of construction activities occurring throughout the Village. Therefore staff recommends approving the change order to the contract in the amount of **\$108,646.00**.

Memorandum



To: Village President and Village Board of Trustees

From: Steven Bosco, Village Administrator

Date: 3-30-17

Re: Broadcasting Village Board Meetings

The Village Board discussed the renewal of a non-exclusive franchise agreement with Comcast at the March 6th Committee of the Whole meeting. The contract renewal was negotiated by the Southwest Fox Valley Cable Consortium, of which the Village is a member. As part of the conversation, it was mentioned that this agreement's main difference from the previous agreement is the requirement for Comcast to provide Public, Educational and Governmental (PEG) access programming in high-definition as long as some specific programming benchmarks were met by the consortium.

As part of the conversation, Village Board members discussed PEG access including the cable consortium's ability to record and broadcast Village Board meetings. The consortium currently records and broadcasts the Village Board meetings for the other three member communities of the consortium. Village Board members indicated that they were interested in having Village Board meetings recorded and broadcasted.

Staff is seeking direction from the Village Board as to whether to work with the Southwest Fox Valley Cable Consortium to record and broadcast the Village's public Board and Committee of the Whole meetings in the future and if so, which meetings.