

CHAPTER 8

CABLE AND TELECOMMUNICATIONS

ARTICLE I – IPTV SYSTEM

8-1-1 DEFINITIONS. For the purposes of this Code, the following terms, phrases, words and their derivations shall have the meaning given herein. Words not defined shall be given their meaning according to common usage within the video and/or broadband services industries. Words that have no specific meaning within the video and/or broadband services industries shall be given their common and ordinary meaning.

"Authorization" shall mean the permission granted under this Code.

"Grantor" shall mean the City of Red Bud, Illinois.

"Grantee" shall mean HTC Communications Co., and its successors, transferees or assignees.

"Gross Revenues" means all consideration for video services of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the Grantee for the monthly service charges paid by subscribers residing within the corporate limits of the Grantor. Gross Revenues include the following:

- (A) Recurring charges for video service;
- (B) Event-based charges for video service, including, but not limited to, pay-per-view and video-on-demand charges;
- (C) Rental of video service equipment; and
- (D) Receipts from all advertising placed locally on the system.

"Gross Revenues" shall not include revenues received as installation charges, and fees for reconnections, inspections, repairs or modifications of any installation, or State and Federal taxes relating thereto, or for telecommunications services and internet access.

"IPTV Service" shall mean the audio, video, broadband, data, communications and other services provided by Grantee from time to time, whether via Internet protocol or other technical means now existing or hereinafter developed.

"Person" shall mean any corporation, partnership, proprietorship, individual or organization, governmental organization, or any natural person.

"Public Right-of-Way" shall mean the surface, air space above the surface, and the area below any public street, road, highway, freeway, lane, path, public way, alley, court, sidewalk, boulevard, parkway, drive, bridge, tunnel, park, parkway, waterway, easement or right-of-way now or hereafter held by Grantor, or dedicated for use by the Grantor, use by the general public, or use compatible with System operations.

"Regular Basic Video Programming Package" means the package of video content offered by Grantee as the lowest level of programming available to all or nearly all subscribers, as

designed by Grantee from time to time in its discretion. For avoidance of doubt, the Regular Basic Video Programming Package does not include equipment, installation, network access, maintenance, support services and premium or other non-basic content, and does not include on-demand, pay-per-view and other similar per-occurrence-type services.

"Service" means any IPTV Service that is offered to any Person in conjunction with, or distributed over, the System.

"System" shall mean a system of antennas, cables, wires, lines, towers, waveguides or other conductors, converters, equipment or facilities, used for distributing IPTV Services within the City.

"City" shall mean the area within the City limits of the City of Red Bud, County of Randolph, in the State of Illinois, including areas annexed during the term of the Authorization.

"Subscriber" means those persons contracting to receive IPTV service carried over the system.

"Video Programming" means that term as defined in item (20) of 47 U.S.C. 522.

"Video Service" means video programming and subscriber interaction, if any, that is required for the selection or use of such video programming services, and that is provided through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in subsection (d) of 47 U.S.C. 332 or any video programming provided solely as part of, and via, service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

8-1-2 GRANT OF AUTHORITY.

(A) **Grant of Authorization.** If approved by the City Superintendent, and for the purpose of constructing, operating and maintaining a System in the City, Grantee may erect, install, construct, repair, replace, reconstruct and retain in, on, over, under, upon, across and along the Public Rights-of-way in the City such lines, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appropriate to the operation of the System, and shall have the right of ingress and egress by reasonable routes across the adjoining property of the City to and from said Public Right-of-Way, and the right to temporarily use, at any time and from time to time, reasonable portions of the City's land located in the vicinity of said Public Right-of-Way during construction, operation and maintenance of a System or other activities related to a Service. Furthermore, Grantee may operate the Service and offer such Service to the citizens of the City.

(B) **Authorization Term.** The initial term of the Authorization shall commence when passed and adopted by the Grantor, and continue in force and effect for a term ending October 18, 2012.

(C) **Conditions of Authorization.** The rights afforded to Grantee hereunder are granted subject to the conditions hereinafter provided.

8-1-3

CONSTRUCTION, OPERATION AND MAINTENANCE.

(A)

Construction, Operation, and Maintenance Requirements.

- (1) Grantee shall construct, operate and maintain its System in compliance with all applicable federal, state and local laws, rules and regulations.
- (2) Grantee shall at all times take reasonable precautions to prevent failures and accidents which are likely to cause damage or injury to the public, to employees of the Grantee and to public property or private property.
- (3) Any Public Right-of-Way, public property or private property that is disturbed or damaged during, or as a result of, the construction, reconstruction, repair, replacement, relocation, operation or maintenance of the System, shall be promptly repaired by the Grantee, at its sole expense. If such damage cannot be agreed upon by Grantor and Grantee, the damage shall be ascertained by three disinterested persons with each party selecting one and the two so selected selecting a third disinterested person. The determination of the damage by a majority of the disinterested persons shall be conclusive and Grantee shall pay the cost of repair of the damage so determined within **thirty (30) days** of the decision. Grantor and Grantee shall each be responsible for the fee of the disinterested person each selected with both parties paying an equal amount to the third disinterested person.
- (4) Grantee shall make use of existing poles and other facilities that are available to Grantee if approved by the City Superintendent. Grantee may erect its own poles and install its own conduit, with approval of the Grantor, which approval shall not be unreasonably withheld.
- (5) In areas of the City where all cables, wires or other like facilities of public utilities are placed underground, Grantee shall place its cables, wires, or other facilities underground.
- (6) Subject to Grantor's approval, Grantee may cut or trim trees and vegetation interfering with Grantee's facilities in accordance with the National Electrical Safety Code or other clearance requirements.
- (7) In the event it is necessary to temporarily move or remove any of Grantee's wires, cables, poles, or other facilities placed pursuant to this Authorization, for the purpose of lawfully moving a large object, vehicle, building or other structure over the streets of the City, Grantee shall be given **seventy-two (72) hours** prior notice by Grantor. Grantee shall move those facilities as may be

required to facilitate such movements at the expense of the Person requesting the temporary removal.

- (8) In the event the Grantor requests that Grantee relocate its facilities, the cost of such relocation shall be at Grantee's expense.
- (9) In the event that the use of any part of the System is discontinued for any reason for a continuous period of **twelve (12) months**, or in the event such System or property has been installed in any street or public place without complying with the requirements of this Code, Grantee shall promptly remove from the streets, or public places, all such property and poles of such System. In the event of such removal, Grantee shall promptly restore the street or other areas from which such property has been removed to a condition satisfactory to the Grantor.

(B) **Fee to City.**

- (1) Grantee shall pay to Grantor for the rights granted under this Code, a fee equal to **five percent (5%)** of Grantee's Gross Revenues (as defined in **Section 8-1-1** above). The amount due shall be paid to the Grantor on a quarterly basis due no later than **thirty (30) days** following the end of each calendar quarter.
- (2) The payments that Grantee makes to the Grantor shall be in lieu of any occupation tax, license tax, or similar levy the Grantor. Upon completion of Grantee's audit, Grantee shall pay to the Grantor, within **fifteen (15) days** the balance due, if any, for the operating year covered by the audit referred to in **Section 8-1-11** hereinbelow, not later than **April 1st** of the following year.
- (3) This amount payable by Grantee to the Grantor shall be the sole amount payable for all of its rights under this Code including, but not limited to, the use of the streets and other facilities of Grantor in the operation of the System and for the municipal supervision thereof and shall be in lieu of any other occupation tax.

8-1-4 **DURATION AND RENEWAL OF ORDINANCE.**

(A) The rights granted to Grantee herein shall except as provided in this Section, terminate on **October 18, 2012**. The Grantor may undertake a review of Grantee's performance of its obligations under this Code at any time. If, as a result of this review, the Grantor determines that Grantee has not complied with all provisions of this Code, it shall give Grantee written notice of the basis for its determination, and Grantee shall undertake to correct any material deficiency within **ninety (90) days**, subject to extension by Grantor if Grantee demonstrates that full compliance within **ninety (90) days** is not feasible. Grantee shall have **ten (10) days** thereafter to provide a written report to Grantor as to the status of any deficiency.

(B) In addition to all other rights reserved to the Grantor under this Code, or by law, and not in substitution thereof, the Grantor reserves the right to terminate this Code, in the sole discretion of the City Council, in the event that Grantee shall be in default of or fail to comply with any term, condition, requirement or limitation contained in this Code. In lieu of termination, however, the Grantor in its absolute discretion and upon a finding of violation or

failure to comply, may impose a lesser penalty, including but not limited to a fine of up to **Five Hundred Dollars (\$500.00)** per day for each violation or failure to comply with this Code. Grantor may, in its discretion, excuse any violation or failure to comply upon Grantee showing mitigating circumstances. Grantee shall have the right to appeal any decision and penalty only to the Circuit Court of Randolph County, Illinois. In the event a penalty is assessed, Grantor shall state its reason(s) in writing and notify Grantee thereof. Grantee shall have **thirty (30) days** from the date of notice to appeal to the Randolph County Circuit Clerk.

(C) Grantee shall not be deemed or declared to be in default under any of the conditions, provisions, requirements or limitations of this Code in any case in which the performance of such condition, provision, requirement or limitation is prevented by reason of strikes, injunctions, wars or Acts of God.

(D) Grantee shall not be declared in default of any provision contained herein unless Grantee shall have been notified by the Grantor, in writing, of the condition or act for which a violation is alleged and provided an opportunity to cure. Grantee shall have a period of **thirty (30) days** following the date of notice in which to cure. In order for the Grantor to declare a default and to revoke this Code, the City Council shall hold a public hearing. The City Council shall issue a determination within **thirty (30) days** after such public hearing is commenced. Such hearing shall be held after the Grantor provides Grantee written notice of such hearing and publishes notice of such hearing **thirty (30) days** prior thereto. The Grantor and Grantee will be afforded full participation in the proceeding, including the right to introduce evidence, the right to require the production of relevant evidence and the right to ask questions of appropriate witnesses. In the event the Grantor determines to declare this Code in default and to revoke this Code, it shall issue a written report detailing its findings and the basis therefor. The cost of such hearing shall be borne by Grantee. Its appeal shall be the same as stated in paragraph (B) above.

8-1-5 **INSURANCE INDEMNITY.** Grantee shall, at all times, keep in effect the following types of coverage:

(A) Worker's Compensation upon its employees engaged in any manner in the installation or servicing of its plants and equipment within the City of Red Bud, Illinois.

(B) Property Damage Liability Insurance to the extent of **Two Hundred Fifty Thousand Dollars (\$250,000.00)** as to each occurrence and **Two Hundred Fifty Thousand Dollars (\$250,000.00)** aggregate, and personal injury liability insurance to the extent of **Five Hundred Thousand Dollars (\$500,000.00)** as to each occurrence and **Five Hundred Thousand Dollars (\$500,000.00)** aggregate and excess bodily injury and property damage of **One Million Dollars (\$1,000,000.00)** each occurrence and **One Million Dollars (\$1,000,000.00)** aggregate, automobile bodily injury and property damage liability combined **One Million Dollars (\$1,000,000.00)** each occurrence.

(C) Umbrella or Excess Liability Insurance of at least **Five Million Dollars (\$5,000,000.00)** covering all risks referred to in **Section 8-1-5** of this Code.

Grantee shall indemnify, protect, and save harmless the Grantor from and against losses and physical damage to property and bodily injury or death to persons, including payments made under any Worker's Compensation law which may arise out of the erection, maintenance presence, use or removal of said attachments or poles within the City, or by any act of Grantee, its agents or employees including all reasonable costs and attorney's fees incurred by the Grantor. Grantee shall carry insurance in the above described amounts to protect the parties

hereto from and against all claims, demands, actions, judgments, costs, expenses and liabilities which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage. Grantee shall also carry such insurance as it deems necessary to protect it from all claims under the Worker's Compensation laws in effect for the entire life of the rights granted hereunder. Insurance certificates evidencing such insurance coverage shall be deposited with and kept on file by the Grantor, naming the Grantor as an additional insured.

These damages or penalties shall include, but shall not be limited to, damages arising out of copyright, infringements, and all other damages arising out of the installation, operation, or maintenance of the System authorized herein, whether or not any act or omission complained of is authorized, allowed or prohibited by this Code.

8-1-6 **SERVICE TO SCHOOLS AND CITY.** Grantee shall provide Grantee's Regular Basic Video Programming Package for a single television terminal at each public and parochial elementary and secondary school at no cost to each such school within the City for educational purposes upon request of the school system.

Grantee shall provide to the Grantor without charge, at one Grantor-owned building to be selected by the City Council of Red Bud, Illinois, equipment necessary to provide IPTV service to said building and shall also furnish to the building, without charge, Grantee's Regular Basic Video Programming Package to all sets connected within such building.

Grantee shall also provide to the Grantor without charge, Grantee's Regular Basic Video Programming Package to one set in each fire station.

Grantee shall also provide to the Grantor without charge Grantee's Regular Basic Video Programming Package to the Grantor-owned Senior Citizens Center.

Grantee shall allocate one channel to the Grantor as a governmental access channel. Another channel will be allocated for use as an educational access channel. The programming for these channels shall be delivered in a format compatible with Grantee's IPTV Service. Until such time as the Grantor files a written request with Grantee for full-time use of the channel, Grantee shall have the right to use that portion of the channel capacity that is not being used by the Grantor. Grantee shall have a reasonable period of time after notification to vacate its use of the channel. Grantee shall assist the Grantor in obtaining the necessary licenses and frequency clearance to enable the Grantor to use said channel.

8-1-7 **EMERGENCY USE OF FACILITIES.** In case of any emergency or disaster, Grantee shall, upon request by the Mayor, make available its facilities to the Grantor for emergency use during the emergency or disaster. If the Grantor wishes to operate a Civil Emergency Alert System on a plan that is mutually acceptable to the Grantor and Grantee, and provides Grantee with the necessary equipment for such system. Grantee will permit the system to be used on the IPTV System. Further, Grantee will maintain said equipment and provide for regularly scheduled testing by the Grantor to insure that the equipment is functioning properly.

8-1-8 **SAFETY REQUIREMENTS.** Grantee shall, at all times, employ ordinary care and shall use and maintain commonly accepted methods and devices for preventing failures and accidents which are likely to cause damages, injuries or nuisances to the public.

8-1-9 MISCELLANEOUS.

(A) **Severability.** If any law, regulation, court or administrative decision renders any provision of this Code invalid, the remaining provisions of the Code shall remain in full force and effect.

(B) **No Waiver.** The failure of Grantor or Grantee on one or more occasions to exercise a right or to require compliance or performance under the Authorization, or any other applicable law, shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by such party, unless such right or such compliances or performance has been specifically waived in writing.

(C) **Additional Authorizations.** In the event Grantor grants one (1) or more authorization(s) or similar arrangements, for the construction, operation and/or maintenance of any communication facility which shall offer services substantially similar to Service offered by Grantee, Grantor shall not make the grant on more favorable or less burdensome terms. If Grantee finds that the arrangement granting said other authorization(s) contain provisions imposing lesser obligations on the Person(s) thereof than are imposed by the provisions of this Code, Grantee may petition Grantor for a modification of this Code. Grantee shall be entitled, with respect to said lesser obligations, to such modification(s) of this Code as may be determined to be necessary to insure fair and equal treatment by this Code and said other arrangements.

(D) **Entire Agreement.** This Code includes the entire understanding and agreement between the Grantor and Grantee with respect to the subject matter hereof, supersedes all prior oral negotiations between them, and can be amended, supplemented, modified or changed only by an agreement in writing which makes specific reference to this Code or the appropriate attachment and which is signed by the party against whom enforcement of any such amendment, supplement, modification or change is sought.

(E) **Laws Governing.** This Code shall be governed by and construed in accordance with the laws of the State of Illinois, and any applicable federal law.

(F) **Conflicting Prior Ordinances.** Upon the effective date of this Code, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

8-1-10 NOTICES. All notices and other communications hereunder this Code shall be in writing and shall be deemed to have been given on the date of actual delivery if mailed, first class, registered or certified mail, return receipt requested, postage paid to the following respective addresses:

To the City:

Mayor, City of Red Bud
Red Bud City Hall
200 E. Market Street
Red Bud, Illinois 62278

To Franchisee:

Craig A. Hern, Vice President of Operations
HTC Communications Co.
213 S. Main Street
Waterloo, Illinois 62298

Either Grantor or Grantee may change the address to which all communications and notices may be sent to it by addressing notices of such change in the manner provided hereunder.

8-1-11 **AUDIT.** The Grantor shall have the right to review books and records of Grantee relevant to this Code upon reasonable notice to Grantee. Upon receipt of such notice, Grantee shall make the books and records requested (or a copy thereof) available to the City of Red Bud City Clerk at the offices of Grantee within **thirty (30) days** of such request.

8-1-12 **ACCEPTANCE.** The grant of the Authorization is conditioned upon the acceptance by Grantee of all provisions, terms and conditions contained within this Code.

(Ord. No. 1225; 02-01-10)

ARTICLE II - CABLE/VIDEO SERVICE PROVIDER FEE

8-2-1 **DEFINITIONS.** As used in this Article, the following terms shall have the following meanings:

(A) **"Cable Service"** means that term as defined in 47 U.S.C. § 522(6).
(B) **"Commission"** means the Illinois Commerce Commission.
(C) **"Gross Revenues"** means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the holder for the operation of a cable or video system to provide cable service or video service within the holder's cable service or video service area within the City.

- (1) Gross revenues shall include the following:
 - (a) Recurring charges for cable or video service.
 - (b) Event-based charges for cable service or video service, including, but not limited to, pay-per-view and video-on-demand charges.
 - (c) Rental of set top boxes and other cable service or video service equipment.
 - (d) Service charges related to the provision of cable service or video service, including but not limited to activation, installation, and repair charges.
 - (e) Administrative charges related to the provision of cable service or video service, including but not limited to service order and service termination charges.
 - (f) Late payment fees or charges, insufficient funds check charges, and other charges assessed to recover the costs of collecting delinquent payments.
 - (g) A pro rata portion of all revenue derived by the holder or its affiliates pursuant to compensation arrangements for advertising or for promotion or exhibition of any products or services derived from the operation of the holder's network to provide cable service or video service within the City. The allocation shall be based on the number of subscribers in the City divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement.
 - (h) Compensation received by the holder that is derived from the operation of the holder's network to provide cable service or video service with respect to commissions that are received by the holder as compensation for promotion or exhibition of any products or services on the holder's network, such as a "home shopping" or similar channel, subject to subsection (i).
 - (i) In the case of a cable service or video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the holder's revenue attributable to the other services, capabilities, or applications shall be included in the gross revenue unless

the holder can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.

- (j) The service provider fee permitted by 220 ILCS 5/21-801(b).
- (2) Gross revenues do not include any of the following:
- (a) Revenues not actually received, even if billed, such as bad debt, subject to 220 ILCS 5/21-801(c)(1)(vi).
 - (b) Refunds, discounts, or other price adjustments that reduce the amount of gross revenues received by the holder of the State-issued authorization to the extent the refund, rebate, credit, or discount is attributable to cable service or video service.
 - (c) Regardless of whether the services are bundled, packaged, or functionally integrated with cable service or video service, any revenues received from services not classified as cable service or video service, including, without limitation, revenue received from telecommunication services, information services, or the provision of directory or Internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing or any other revenues attributed by the holder to noncable service or non-video service in accordance with the holder's books and records and records kept in the regular course of business and any applicable laws, rules, regulations, standards, or orders.
 - (d) The sale of cable services or video services for resale in which the purchaser is required to collect the service provider fee from the purchaser's subscribers to the extent the purchaser certifies in writing that it will resell the service within the City and pay the fee permitted by 220 ILCS 5/21-801(b) with respect to the service.
 - (e) Any tax or fee of general applicability imposed upon the subscribers or the transaction by a city, state, federal, or any other governmental entity and collected by the holder of the State-issued authorization and required to be remitted to the taxing entity, including sales and use taxes.
 - (f) Security deposits collected from subscribers.
 - (g) Amounts paid by subscribers to "home shopping" or similar vendors for merchandise sold through any home shopping channel offered as part of the cable service or video service.
- (3) Revenue of an affiliate of a holder shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate rather than the holder has the effect of evading the payment of the fee permitted by 220 ILCS

5/21-801(b) which would otherwise be paid by the cable service or video service.

(D) **"Holder"** means a person or entity that has received authorization to offer or provide cable or video service from the Commission pursuant to 220 ILCS 5/21-401.

(E) **"Service"** means the provision of "cable service" or "video service" to subscribers and the interaction of subscribers with the person or entity that has received authorization to offer or provide cable or video service from the Commission pursuant to 220 ILCS 5/21-401.

(F) **"Service Provider Fee"** means the amount paid under this Article and 220 ILCS 5/21-801 by the holder to a City for the service areas within its territorial jurisdiction.

(G) **"Video Service"** means video programming and subscriber interaction, if any, that is required for the selection or use of such video programming services, and which is provided through wireline facilities located at least in part in the public right-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 U.S.C. § 332(d) or any video programming provided solely as part of, and via, service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

8-2-2 CABLE/VIDEO SERVICE PROVIDER FEE IMPOSED.

(A) **Fee Imposed.** A fee is hereby imposed on any holder providing cable service or video service in the City.

(B) **Amount of Fee.** The amount of the fee imposed hereby shall be **five percent (5%)** of the holder's gross revenues.

(C) **Notice to the City.** The holder shall notify the City at least **ten (10) days** prior to the date on which the holder begins to offer cable service or video service in the City.

(D) **Holder's Liability.** The holder shall be liable for and pay the service provider fee to the City. The holder's liability for the fee shall commence on the first day of the calendar month following **thirty (30) days** after receipt of the ordinance adopting this Article by the holder. The ordinance adopting this Article shall be sent by mail, postage prepaid, to the address listed on the holder's application notice sent pursuant to 220 ILCS 5/21-401(b)(6) to the City.

(E) **Payment Date.** The payment of the service provider fee shall be due on a quarterly basis, **forty-five (45) days** after the close of the calendar quarter. If mailed, the fee is considered paid on the date it is postmarked. Each payment shall include a statement explaining the basis for the calculation of the fee.

(F) **Exemption.** The fee hereby imposed does not apply to existing cable service or video service providers that have an existing franchise agreement with the City in which a fee is paid.

8-2-3 APPLICABLE PRINCIPLES. All determinations and calculations under this Article shall be made pursuant to generally accepted accounting principles.

8-2-4 **NO IMPACT ON OTHER TAXES DUE FROM HOLDER.** Nothing contained in this Article shall be construed to exempt a holder from any tax that is or may later be imposed by the City, including any tax that is or may later be required to be paid by or through the holder with respect to cable service or video service. A State-issued authorization shall not affect any requirement of the holder with respect to payment of the City's simplified municipal telecommunications tax or any other tax as it applies to any telephone service provided by the holder. A State-issued authorization shall not affect any requirement of the holder with respect to payment of the local unit of government's 911 or E911 fees, taxes or charges.

8-2-5 **AUDITS OF CABLE/VIDEO SERVICE PROVIDER.**

(A) **Audit Requirement.** The City will notify the holder of the requirements it imposes on other cable service or video service providers to submit to an audit of its books and records. The holder shall comply with the same requirements the City imposes on other cable service or video service providers in its jurisdiction to audit the holder's books and records and to recompute any amounts determined to be payable under the requirements of the City. If all local franchises between the City and cable operator terminate, the audit requirements shall be those adopted by the City pursuant to the Local Government Taxpayers' Bill of Rights Act, 50 ILCS 45/1 *et seq.* No acceptance of amounts remitted should be construed as an accord that the amounts are correct.

(B) **Additional Payments.** Any additional amount due after an audit shall be paid within **thirty (30) days** after the municipality's submission of an invoice for the sum.

8-2-6 **LATE FEES/PAYMENTS.** All fees due and payments which are past due shall be governed by ordinances adopted by this municipality pursuant to the Local Government Taxpayers' Bill of Rights Act, 50 ILCS 45/1 *et seq.*

(Ord. No. 1344; 09-08-15)