

ORDINANCE NO. 744

AN ORDINANCE RENEWING THE FRANCHISE OF CABLE TV FUND VIII-C, JONES INTERCABLE, INC., GENERAL PARTNER, ITS SUCCESSORS AND ASSIGNS, TO OWN, OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE CITY OF NOKOMIS, ILLINOIS: SETTING FORTH CONDITIONS ACCOMPANYING THE RENEWAL; AND PROVIDING FOR REGULATIONS AND USE OF THE SAID SYSTEM BY SAID CITY.

SECTION 1: Short Title. This Ordinance shall be known and may be cited as the "Cable Television Ordinance."

SECTION 2: Definitions. For the purpose of this Ordinance the following terms, phrases, words and their deriviations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- (1) "City" is the City of Nokomis  
In the State of Illinois.
- (2) "Company" is the grantee of rights under this Ordinance awarding a franchise and is known as Cable Communication Corporation.
- (3) "Person" is any person, firm, partnership, association, corporation, company or organization of any kind.
- (4) "System" shall mean the entire installation located in the city of Nokomis.

SECTION 3: Grant of Authority. The City, after due consideration in a public proceeding in which interested persons were given the opportunity to participate, being satisfied as to the Company's legal, technical, character, financial and other qualifications, hereby grants to the Company a non-exclusive franchise, right and privilege to construct, erect, operate and maintain, in upon, along, across, above, over and under the streets, alleys, public ways and public places now laid out or dedicated and

all extensions thereof, and additions thereto, in the City, poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation in the City of a Cable Television System for the purpose of distributing television and radio signals, and other electronic impulses in order to furnish television and radio programs, and various communications and other electronic services to the public. The right so granted includes the right to use and occupy said streets, alleys, public ways and public places and all manner of easements for the purposes herein set forth, provided, location of equipment, poles, etc. shall be agreed upon by said City.

SECTION 4: Liability and Indemnification. The Company shall pay and by its acceptance of this franchise the Company expressly agrees that it will pay all damages and penalties which the City may legally be required to pay as a result of the Company's negligence in the installation, operation, or maintenance of the Cable Television System authorized herein. The City shall notify the Company's representative in the City within fifteen (15) days after the presentation of any claim or demand to the City, either by suit or otherwise, made against the City on account of any negligence or contract as aforesaid on the part of the Company. The Company shall carry and pay the cost of the following liability insurance in support of its undertaking to hold the City harmless from loss sustained by either on account of the negligence of the Company, in at least the amounts indicated below, for injury to or death of persons and injury to or destruction of property:

- (1) \$100,000.00 for property damage to any one person.
- (2) \$200,000.00 for property damage in any one accident.
- (3) \$100,000.00 for personal injury to any one person.
- (4) \$300,000.00 for personal injury in any one accident.

\* The Company shall comply with all the provisions of the Workman's Compensation Law of Illinois.

SECTION 5: Local Office. During the term of this franchise, and any renewal thereof, the Company shall maintain a local business office or agent for the purpose of resolving all complaints regarding the quality of service, equipment malfunctions, and similar matters. The provisions of this section shall be complied with if Company maintains a local business headquarters office within 15 airline miles of the center of the City; provides the City Clerk's office with the name, address and phone number of the person or persons who will act as Company's agent to receive complaints regarding quality of service, equipment malfunctions and similar matters. The local business office shall be open to receive inquiries or complaints from subscribers during normal business hours, and in no event less than thirty-five (35) hours a week. Any complaints from subscribers shall be acted upon as soon as possible but at least within three business days of this receipt.

SECTION 6: Condition of Road Occupancy.

(1) The Company may enter into one or more contracts with the Light, Gas and Water Utilities in the City of Nokomis, the Telephone Company or the owner or lessee of any poles or post located within the City to whatever extent such contract or contracts may be expedient and of advantage to the Company in furnishing the service covered by this Franchise to its customers.

(2) The Company system, poles, wires and appurtenances shall be located, erected and maintained so that none of it shall endanger or interfere with the lives of persons, or interfere with any improvements present or future the City may deem proper to make, or hinder unnecessarily or obstruct the free use of the streets, alleys, bridges, easements, or public property.

SECTION 7: Approval of Transfer by the City. The Company shall not sell or transfer its system to another nor transfer any rights under this Franchise to another without approval by the City. The system shall not be sold or transferred by the Company to any outside interest except upon written notice to the City not less than thirty (30)

days before such transfer of sale. Such consents required by this paragraph shall not unreasonably be withheld.

SECTION 8: Payments to the City. The Company shall, during each year of operation under this Franchise, pay to the City, three (3) percent of the annual gross subscriber revenues received by the Company for cable television services rendered to customers located within the City. At the time of this annual payment, the Company shall furnish the City with an annual report showing the Company's annual gross subscriber revenues during the preceding year and such other information as the City shall reasonably request with respect to properties and expenses related to the Company's services within the City for such period.

SECTION 9: Records and Reports. The Company shall keep full, true, accurate and current books of account reflecting its investment and its operations under this Franchise, which books and records shall be kept and maintained in the Company's local office and shall be made available for inspection and copying by the Director of Finance of the City or his authorized representative at all reasonable times.

SECTION 10: Procedures. (a) Any inquiry, proceeding, investigation or other action to be taken or proposed to be taken by the City Council in regard to the operations of Company's cable television system shall be taken only after 30 days public notice of such action or proposed action is published in a local daily or weekly newspaper having general circulation in the City; a copy of such action or proposed action is served directly on Company and, the Company has been given an opportunity to respond in writing and/or at hearing as may be specified by the City Council, and general members of the public have been given an opportunity to respond or comment in writing on the action or proposed action.

(b) The public notice required by this section shall state clearly the action or proposed action to be taken, the time provided for response and the person or persons in authority to whom such responses should be addressed, and such other procedures as may be specified by the City Council. If a hearing is to be held, the public notice shall give the

date and time of such hearing, whether public participation will be allowed and the procedures by which such participation may be obtained. The Grantee is a necessary part to any hearing conducted in regard to its operations.

(c) If rates and charges are reduced, altered, or increased by the Company, a written schedule of the new rates and charges shall be filed with the City thirty (30) days prior to the change.

SECTION 11: Free Connection and Service. Upon request the Company shall furnish free of charge, outside connections and service to hospitals and to all public and Parochial schools located within the City and to City buildings, when other connections are being made within the particular area of any such hospitals, schools or public buildings; provided, however any and all inside wiring or work shall be done at the expense of the hospital, school, or City as the case may be, and provided that a service cable has previously been installed in reasonable proximity to such hospital, school or public building.

SECTION 12: Franchise Term. The renewal granted the Company herein shall terminate 15 years from date of grant, and may be renewed for successive 15 year terms on the same terms or conditions as contained herein, or on such different or additional terms and conditions as may be lawfully specified by the City Council and as are consistent with the requirements of Rule 76.31(a)(6) of the Federal Communications Commission.

SECTION 13: Modification of FCC Rules. Consistent with the requirements of Rule 76.31(a)(6) of the Federal Communications Commission, any modification of Rule 76.31 resulting from amendment thereto by the Federal Communications Commission shall to the extent applicable be considered as a part of this franchise as of the effective date of the amendment made by the FCC and shall be incorporated in such franchise by specific amendments thereto by the lawful action of the City Council within one (1) year from the date of the Federal Communications Commission's amendment or at the time of renewal of this franchise, whichever occurs first.

SECTION 14: Activities Prohibited. The Company shall not allow its cable or other operations to interfere with television reception or persons not served by the Company, nor shall the system interfere with, obstruct or hinder in any manner, the operation of the various utilities serving the residents of the City.

SECTION 15: Limited Purpose. This Renewal is granted by the Council of the City of Nokomis, to the Company purely for the purpose of using easements, streets and highways of the City to erect and construct the Company's system and is not intended to convey any copyright or patent privileges whatsoever.

SECTION 16: Separability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

SECTION 17: It shall be unlawful for any person to tamper with the Company's system in any way or to connect to the system without proper authorization from the Company. Such tampering or connections shall be considered misdemeanors under the Code of the City of Nokomis and may be prosecuted under the terms of such Code.

SECTION 18: Ordinances Repealed. All ordinances or parts thereof in conflict with the provisions of the Ordinance are hereby repealed.

SECTION 19: BE IT FURTHER ORDAINED that this Ordinance take effect from the date it shall have been passed by the Council, certified and delivered, to the office of the Mayor in writing by the Comptroller, and become effective as otherwise provided by law.

Date: June 24, 1985

Gen. Addler  
Mayor

Attest:.

Mary Jean Scheller

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