

John

"The Board of Aldermen of the City of Portage des Sioux, Mo. does hereby create the following ordinance granting unto Heartland Cable TV, a cable television franchise upon the terms and conditions herein set forth."

01. GRANT OF FRANCHISE: This ordinance grants to Heartland Cable TV with offices at 927 W. Terra Ln., O'Fallon, MO. a nonexclusive franchise to install, maintain and operate a cable television system for the distribution of television signals, frequency modulated radio signals, closed circuit television programs, data transmissions and any and all additional services which are now or may be commonly associated with the cable television industry in the future. The term of this grant is for twenty (20) years.

02. DEFINITIONS: The following words and phrases, whenever used in this chapter shall be construed as defined in this section unless from the extent a different meaning is intended or unless a different meaning is specifically defined and more particularly directed to the use of such word or phrase:

- A. "ADDITIONAL SERVICE" Any subscriber service provided by the grantee for which a special charge is made in addition to the regular monthly charge paid by all subscribers.
- B. "BASIC SUBSCRIBER SERVICE" Subscriber services provided by the grantee, including the delivery of broadcast signals and any programming originated over the cable system, covered by the regular monthly charge paid by all subscribers.
- C. "BOARD" The duly elected Board of Aldermen of the City of Portage des Sioux, Missouri or other future governing body of said entity.
- D. "CABLE SYSTEM" A system of antennas and other receiving equipment, cables, wires, lines, towers, waveguides, laser beams or any other conductors, converters, equipment or facilities, designed or constructed for the purpose of producing, receiving, amplifying and distributing by audio, video and other forms of electronic or electronic nor electrical signals to and/or from locations in and outside the city of Portage des Sioux, MO.
- E. "FULL NETWORK SERVICE" All "Basic Services" and "additional services" offered by the grantee.
- F. "GRANTEE" Heartland Cable TV
- G. "SUBSCRIBER" A purchaser of any service delivered by grantee pursuant to this franchise, and "subscriber" shall also include all persons who are not required to pay any fee, but receive any service delivered by grantee pursuant to this franchise.

H. "SUBSTANTIALLY COMPLETED" Construction will be considered substantially completed when sufficient distribution facilities have been installed so as to permit the offering of basic subscriber service, to at least eighty percent (80%) of the dwelling units in each of the service areas.

I. "FRANCHISE FEE" A fee charged to Grantee to operate a cable television franchise within the City of Portage des Sioux, MO.

03. FRANCHISE EXPIRATION AND CANCELLATION:

A. The initial service area to be covered by the franchise is the municipal limits of the City of Portage des Sioux, MO. and the cable operator shall provide service to that portion of the City where there are a minimum of forty (40) homes per linear mile of cable plant. The grantee shall be required to extend its service to any additional part of the municipality pursuant to said extension policy.

04. TECHNICAL STANDARDS:

A. Grantee shall maintain a cable television system at all times in compliance with the Federal Communications Commission technological standards and shall file all necessary reports as required by the rules of the Federal Communications Commission.

05. GRANTEE'S USE OF TOWN RIGHTS:

Upon acceptance of this franchise, grantee is hereby granted the acceptance of this franchise, grantee is hereby granted the right to erect, maintain, and operate a cable system in the streets, alleys and utility easements of the City of Portage des Sioux, MO. and other public places. The poles used for such distribution shall be those erected or used by the local utilities. The grantee may erect its own poles where necessary after first obtaining permission from the Board.

06. METHOD OF INSTALLATION:

A. All installations made by the grantee shall be made in good, substantial, safe condition and maintained in such condition at all times and shall be made in accordance with all applicable rules and regulations of the utility company owning any poles utilized by the grantee. The grantee shall make no excavations in the streets, alleys and public places without first procuring a written permit from the City Engineer or other authorized representative of the City, and all work of such kind shall be done so as to meet the approval of the City's engineer or other person authorized by the City to approve such work.

B. The grantees transmission and distribution system poles, wires and appurtenances shall be located, erected and maintained so as not to interfere with the lives or safety of persons, or to interfere with improvements the City may deem proper to make, or to unnecessarily hinder or obstruct the free use of the streets, alleys bridges or other public property.

C. Grantee shall restore all areas of construction and/or excavation to the condition existing prior to the beginning of construction and/or excavation.

07. AUTHORITY TO TRIM TREES:

The grantee shall have the authority to trim trees upon any overhanging streets, alleys, sidewalks and other public places of the City so as to prevent the branches of such trees from coming in contact with the wires and cable of the company.

08. INSURANCE:

The insurance policy shall contain an endorsement stating that the policy is extended to cover the liability assumed by the grantee under the terms of this ordinance and shall further contain the following endorsement:

It is hereby understood and agreed that this policy may not be cancelled nor the amount of coverage thereof reduced until thirty (30) days after receipt by the City Clerk by registered mail of a written notice of such intent to cancel or reduce the coverage.

✓ 09. SERVICES PROVIDED:

The grantee shall provide the maximum amount of services, pursuant to the Federal Cable Communications Policy Act of 1984, the Municipality shall exercise no censorship or control over programming services and/or content thereof. *OR QUANTITY OF CHANNELS PROVIDED*

10. SUBSCRIBER PRIVACY:

No monitoring of any terminal connected to the system shall take place without specific written authorization by the user of the terminal in question.

*Wm
5-26-81
H.R.C
6-6-86*

11. UNAUTHORIZED CONNECTIONS OR MODIFICATIONS:

A. It shall be unlawful for any firm, person, group, company, corporation or governmental body or agency, without the expressed written consent of the grantee, to make or possess any connection, extension or diversion, whether physically, acoustically, inductively, electronically or otherwise, with or to any segment of the cable system for any purpose whatsoever.

- B. It shall be unlawful for any firm, person, group, company, corporation or government body or agency to willfully interfere, tamper, remove, obstruct or damage any part, segment or content of the cable system for any purpose whatsoever.
- C. Any person violating this section shall be prosecuted under the "Missouri Theft or Service Act."

12. FRANCHISE REVOCATION AND EXPIRATION:

- A. The City may, subject to the procedure in paragraph B below, revoke any franchise granted hereunder and rescind all rights and privileges associated therewith in the event of a material or substantial breach of any term or condition of this ordinance.
- B. In the event the City Board determines it is in the public interest to terminate the cable television franchise, the Board shall give the grantee sixty (60) days written notice of its intention to terminate and stipulate the cause. If during the sixty (60) day period, the cause shall be cured, the notice and right to terminate shall be null and void. The grantee shall, in any event, be given an opportunity to be heard before the City Board regarding termination and the grantee shall be afforded all due process rights regarding termination. In the event of termination, the Board shall provide a written summary of its reasons for termination and said decision shall be subject to judicial review.
- C. The expiration of this franchise shall be governed by the terms and provisions of the Cable Communications Policy Act of 1984.

13. SEVERABILITY:

Should any word, phrase, clause, sentence, paragraph or portion of this ordinance and franchise be declared to be invalid by a Court of competent jurisdiction, such adjudication shall not affect the validity of this ordinance and franchise as a whole, but shall only affect the portion thereof declared to be invalid; and the City hereby expressly states and declares that it would nonetheless have passed this ordinance and granted this franchise had it known that any such word, phrase, clause, sentence, paragraph or portion of said franchise were invalid.

14. COMPLIANCE TO LAWS, RULES AND REGULATIONS:

In the event any valid law, rule or regulation of any governing authority or agency having jurisdiction, including but not limited to, the Federal Communications Commission, contravenes the provisions of this ordinance subsequent to its adoption, then the provisions hereof shall be superseded to the extent that the provisions hereof are in conflict with any such law, rule or regulation.

15. PROTECTION OF NONSUBSCRIBERS:

Grantee shall at all times keep its cables and other appurtenances used for transmitting signals protected in such a manner that there will be no interference with communications signals received by persons not subscribing to grantee's service.

16. CONFLICT WITH OTHER ORDINANCES:

Should any other ordinance or part thereof be in conflict with the provisions of this ordinance, this ordinance shall prevail insofar as it applies to the Cable Communications System Franchise granted to grantee.

17. FRANCHISE FEE:

A three percent (3%) franchise fee of gross sales within the City limits of Portage des Sioux, Missouri shall be forwarded to the City Treasurer quarterly.

ADOPTED AND APPROVED THIS 2nd DAY OF MAY, 1988.

George R. Combs

ATTEST:

Patricia A. Boschee
City Clerk

WEARTLAND Cablevision hereby accepts the franchise, to install, maintain and operate a cable system in the City of as set forth in the ordinance above, including all the terms and conditions thereof.

BY: William Muller

DATE 5-26-88