

AN ORDINANCE GRANTING TO CABLE TELEVISION COMPANY OF ILLINOIS, ITS SUBSIDIARIES, AFFILIATES, LESSEES, SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR A PERIOD OF TEN (10) YEARS TO USE THE HIGHWAYS, STREETS, ALLEYS, BRIDGES, RIVERS AND OTHER PUBLIC PLACES OF LeROY, ILLINOIS, FOR THE PURPOSE OF CONSTRUCTING, INSTALLING, MAINTAINING AND OPERATING A COMMUNITY ANTENNA TELEVISION SYSTEM, INCLUDING ALL NECESSARY APPURTENANCES, AND PRESCRIBING CERTAIN TERMS AND CONDITIONS UNDER WHICH SAID COMPANY IS TO OPERATE.

BE IT ORDAINED by the Mayor and City Council of the City of LeRoy, Illinois:

Section 1. SHORT TITLE. This ordinance shall be known and may be cited as the LeRoy Community Antenna Television Ordinance.

Section 2. DEFINITIONS. For the purposes of this ordinance, the following terms shall have the meanings given herein:

- a. "Basic Cable" means all channels, signals and services provided to Subscribers from the System, except Pay Cable, FM services and auxiliary services.
- b. "CATV System" means a combination of Facilities constructed in whole or in part in, on, under or over any highway, street, alley, bridge, river or other public place which is operated to perform for hire the service of receiving and amplifying signals and redistributing such signals by wire, cable or other means to members of the public who subscribe to such service.
- c. "City" means the City of LeRoy, Illinois.
- d. "Facilities" means the lines, wires, poles, equipment, cables, underground conduits, conductors, fixtures and all appurtenances thereto which are necessary for the construction, installation, maintenance and operation in the City of the CATV System herein authorized.
- e. "Operator" means Cable Television Company of Illinois, an Illinois corporation with its principal place of business at 5725 East River Road, Chicago, Illinois, 60631, and offices at 404 S. Webster, Fairbury, Illinois, 61739, its subsidiaries, affiliates, lessees, successors and assigns.
- f. "Pay Cable" means any programming, including but not limited to, movies, concerts, variety acts, sporting events for which an additional charge is made.
- g. "Person" means any individual, firm, partnership, corporation, company, or organization of any kind.

- h. "Subscriber" means a person who for a charge receives broadcast television programs distributed by a CATV System and does not further distribute it.
- i. "Utility" means any public utility which facilities are located within the City.

When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, words used in the masculine gender include the feminine gender, and words used in the feminine gender include the masculine gender.

Section 3. GRANT OF AUTHORITY.

- a. The Operator is hereby granted by the City the non-exclusive franchise to construct, install, maintain and operate an underground CATV System in, upon, along, across, above, over and under, the highways, streets, alleys, bridges, rivers and other public places, and all extensions thereof and additions thereto, in the City. The franchise herein granted shall extend to any area annexed to the City, and the Operator shall be bound by the same rules and regulations as to such area as are otherwise provided herein.
- b. The franchise granted to the Operator by this ordinance shall also include the right and privilege to construct, install, maintain and operate any Facilities on or in the facilities of any Utility located in the City.

Section 4. CONDITIONS OF STREET OCCUPANCY AND SYSTEM CONSTRUCTION.

- a. All Facilities shall be located so as to avoid unreasonable interference with the proper use of highways, streets, alleys, bridges, rivers and other public places of the City, to avoid unreasonable interference with the rights or reasonable convenience of property owners who adjoin any of said highways, streets, alleys, bridges, rivers, and other public places and to avoid unreasonable interference with the normal use of said highways, streets, alleys, bridges, rivers or other public places by Utilities. Before beginning any construction, Operator shall meet with the managers of any Utilities and the city supervisors of streets, water and sewer to ascertain the location of Utility systems in the City. Operator shall not place poles or other fixtures or do any plowing or digging where the same will interfere with any gas, electric or telephone fixtures, water hydrants or mains, and all such poles or other fixtures placed in any street shall be placed at the outer edge of the sidewalk, and inside the curb line, and those placed in alleys shall be placed close to the line of the lot abutting on said alley, and then in such manner as to avoid interference with the normal travel on said highways, streets, alleys and other public places.

- b. In case of any disturbance by the Operator of pavement, sidewalks, driveways or other surfaces owned by the City, the Operator shall, at its own expense and in a reasonable manner, replace and restore such areas so disturbed, in as good condition as before said work of the Operator was commenced.
- c. In the event that at any time during the period of this franchise the City shall lawfully elect to alter or change any street, alley, easement or other public way requiring the relocation of Operator's Facilities, then in such event Operator, upon reasonable notice by City, shall remove, relay and relocate the same at its own expense; provided, however, that where public funds are available for such relocation pursuant to law, Operator shall not be required to pay the cost.
- d. The Operator shall, at the request of the City, temporarily raise or lower its wires to permit the moving of buildings. This work shall be at the expense of the Person owning the building, and the Operator shall be given at least forty-eight (48) hours prior written notice of such request.
- e. When necessary for the construction, installation, maintenance or operation of its Facilities, Operator is hereby authorized to trim trees located on public property. Such trimming shall be done in a reasonable and workmanlike manner under the supervision of properly designated City personnel and shall be done at the Operator's sole expense.
- f. Facilities shall be installed underground within the City and the use of any poles shall be kept at an absolute minimum.

Section 5. RATES.

- a. The maximum schedule of rates which Operator shall be permitted to charge for Basic Cable until such time, if any, further rate increases are authorized by the City Council of the City shall be set forth in Schedule A attached hereto. None of the foregoing rates for Basic Cable may be increased beyond the maximum schedule set forth except as authorized by the City Council after public notice of such proposed increase in rates for Basic Cable is given and interested parties have been afforded an opportunity to comment thereon. Approval of any proposed rate increase for Basic Cable shall not be unreasonably withheld by the City Council.
- b. All rates for service shall be reasonable, compensatory and non-discriminatory.

Section 6. SERVICE PROTECTION. The CATV System shall be constructed, installed, maintained and operated so as to avoid unreasonable interference with the reception of signals from standard television broadcast stations or the reception of signals transmitted by any communications service authorized by any Federal agency.

Section 7. PERFORMANCE BY OPERATOR.

- a. The CATV System shall carry those television broadcast signals of every television broadcast station which are required to be carried pursuant to the applicable rules and regulations of the Federal Communications Commission.
- b. The CATV System shall maintain and test its Facilities pursuant to the applicable rules and regulations of the Federal Communications Commission.
- c. The Operator agrees that all rates charged its Subscribers for its service shall be just, uniform and reasonable to all subscribers in the City.
- d. The Operator shall provide service to all Subscribers requesting service who reside within the City.
- e. Operator agrees to furnish installation of one outlet for the city hall, Community Building, and each fire station, public library building and public school building in the City of LeRoy free of charge. As further consideration, Operator agrees to charge no monthly fee for the first outlet located in the city hall, Community Building, and each fire station, public library building and public school building within the City.
- f. Operator agrees to commence actual construction of the System within twelve (12) months after acceptance of this franchise ordinance; provided, however, that such time period shall be extended, in the event the Operator is delayed by acts of God or acts beyond its sole control.
- g. Operator agrees to provide service to all subscribers requesting service within the City limits within t w e l v e (12) months from the commencement of construction of the System.

Section 8. CHANNELS. The System shall carry at least one channel for public use. Any costs incurred by the Operator for channel programming shall be paid for by the user of the channel. Operator shall furnish such user with suggestions on the type of equipment needed to interface his programming with the System.

Section 9. BUSINESS OFFICE, SERVICE CALLS AND COMPLAINTS.

- a. The Operator shall maintain a business office in Fairbury, Illinois, which shall be open during the hours of 8:00 A.M. to 5:00 P.M., weekdays.
- b. After hours answering service shall be available from the hours of 5:00 P.M. to 10:30 P.M. weeknights and 8:00 A.M. to 10:30 P.M. weekends and legal holidays.
- c. After 10:30 P.M. on weeknights, a full-time employee of the Operator, who shall be located within a six mile radius of the City, shall be available for service complaints.

- d. The full-time employee shall respond to all service complaints within 24 hours after notification has been given by the subscriber.
- e. All legal and financial complaints shall be forwarded to the Operator's offices in Fairbury, Illinois for resolution.

Section 10. EMERGENCY ALERT.

- a. Operator shall provide the City with access, twenty-four (24) hours a day, to audio override on the local weather channel in the event imminent local disaster conditions exist.
- b. Equipment marked, specifically, for use by the City, shall be installed in headend building of the Operator.
- c. Additional equipment to the audio override system shall be installed at the City's cost.

Section 11. COMPANY LIABILITY AND INSURANCE.

- a. It is expressly understood and agreed by and between the Operator and the City that the Operator shall save the City, its officials and employees harmless from all loss sustained by the City, its officials and employees, on account of any claim, suit, judgment, execution, or demand whatsoever arising out of the construction, installation, maintenance and operation of the CATV System by the Operator. Operator shall obtain and carry property damage and personal injury insurance coverage in amounts sufficient to protect the City, its officials and employees, against any such claims, suits, judgments, executions, or demands.
- b. There shall be filed in the office of the City Clerk a Certificate of Insurance, naming the City as an additional insured under the liability insurance required by this ordinance. The insurance company providing and writing such insurance coverage and Certificate of Insurance shall carry a "Class XV" financial rating in the then current edition of Best's Insurance Guide.
- c. The City, its officials and employees shall not be liable for any damage occurring to the property of the Operator caused by officials or employees of the City in the performance of their duties, excepting such damage occurring to the property of the Operator caused by the sole negligence of the officials or employees of the City. The City, its officials and employees, shall not be held liable for the interruption of service by actions of City officials or employees in the performance of their duties, or for reasonable inconvenience of property owners who adjoin any of said highways, streets, alleys, bridges, rivers, nor shall City be held liable for the failure of the Operator to be able to provide service due to acts of God.

- d. Notwithstanding any other terms of the Ordinance, the Operator shall not be held liable for the interruption of service by actions of City officials and employees in the performance of their duties pursuant to Section 10.

Section 12. DEFAULTS.

- a. In the event the Operator should violate any of the terms of this ordinance, the terms of any permit granted under the rules of this ordinance or any rules and regulations that subsequently may be lawfully adopted by the City, the City may immediately give to the Operator written notice to correct such violation.
- b. In the event, the Operator does not make such correction within sixty (60) days from the receipt of such written notice, the City may make such correction itself and charge the cost of the same to the Operator, provided, however, that in the event the Operator cannot reasonably make such correction within such sixty (60) day period, the Operator shall receive an additional period of time as agreed upon by and between the Operator and the City to make such correction.
- c. The Operator shall not be deemed nor declared to be in default under any of the conditions, provisions, requirements or limitations of this ordinance in any case in which the performance of any such condition, provision, requirement or limitation by the Operator is prevented by reason of strikes, injunctions or any other cause, including acts of God, any lawsuit or administrative agency proceedings, reasonably beyond the control of the Operator. In the event that the Operator's performance is prevented by any such cause, the time for performance shall be extended by the period during which such cause was in effect.
- d. In the event of the bankruptcy or receivership of the Operator, all rights and privileges herein given to the Operator shall at the option of the City be forfeited and terminated.

Section 13. SALE, ASSIGNMENT OR TRANSFER. All of the rights, privileges, and all of the obligations, duties and liabilities created by this franchise shall pass to and be binding upon the successors of the City, and the successors and assigns of Operator; and the same shall not be assigned or transferred nor shall any component or portion of the rights and privileges, and all of the obligations, duties and liabilities created by this franchise be assigned or transferred without the written approval of the City Council, which approval shall not be unreasonably withheld, provided, however, that this section shall not prevent the assignment or transfer of the franchise by Operator as security for debt without such approval; and provided further that transfers or assignments of this franchise between any parent and subsidiary corporation or between entities of which at least fifty percent (50%) of the beneficial ownership is held by the same person, persons, or entities shall be permitted without the prior approval of the City Council. Any sale, assignment or transfer of the CATV System shall not be effective until the transferee has filed in

the office of the City Clerk an instrument, duly executed and acknowledged, reciting the fact of such sale, assignment or lease, accepting the terms and conditions of this franchise, and agreeing to perform all the obligations and conditions thereunder.

Section 14. TERM OF FRANCHISE. The franchise granted and authorized by this ordinance shall remain in full force and effect for a primary term of ten (10) years from its effective date. The Operator at the end of said primary term shall have an option to renew terms to be negotiated by the City and the Operator for such additional term.

Section 15. FINAL TERMINATION OF THE FRANCHISE. Within sixty (60) days of the termination of the franchise, or any renewal thereof, the Operator shall remove its Facilities from all property of the City and all space reserved for the City's use on property belonging to others. If not removed within such sixty (60) day period, the City shall have the right to remove or have its contractor remove the Facilities where such removal is necessary and practical at the risk, cost, and expense of the Operator and without liability therefor.

Section 16. PUBLICATION COSTS. Operator shall pay the costs of the legal publication of this franchise to the extent required under Illinois law to publish same within the municipality.

Section 17. COMPLIANCE WITH LAWS. The franchise herein granted by this ordinance shall be subject to and controlled by all of the provisions of the laws of the State of Illinois and of the United States, and State and Federal regulations, now existing or hereafter enacted.

Section 18. RESERVATION OF RIGHTS. Operator shall at all times during the term of this franchise be subject to all lawful exercise of the police power of City. The right is hereby reserved to City to adopt, in addition to the provisions herein contained and any other existing applicable ordinances, such additional applicable ordinances as it shall find necessary in the exercise of its police power; provided, however, that such additional ordinances shall be reasonable, shall not conflict with or alter in any manner the rights granted herein, and shall not conflict with the laws of the State of Illinois, the laws of the United States of America, or the rules, regulations, and policies of the Federal Communications Commission.

Section 19. CONFLICTING ORDINANCES. Where the provision of any prior ordinance or any portion thereof is in conflict herewith, the more restrictive provision shall apply.

Section 20. SEPARABILITY. In the event any section or part of this ordinance shall be held invalid, such invalidity shall not affect the remaining sections or portions of this ordinance.

Section 21. EFFECTIVE DATE. The franchise granted by this ordinance shall, if accepted by the Operator within thirty (30) days after the final passage of this ordinance, be in full force and effect upon acceptance of the franchise by the Operator.

PASSED by the Mayor and City Council of the City of LeRoy, Illinois on the 2nd day of September, 1980, and deposited and filed in the office of the City Clerk in said City on that date.

Elected Alderman 6

Present 5

AYE Jerry Davis, Randy Zimmerman, Bruce Owens, Jack Gassaway, Gary Bulta

NAY None

Jeannita Dagley
City Clerk of the City of LeRoy, Illinois

APPROVED by the Mayor of the City of LeRoy, Illinois, this 2nd day of September, 1980

Jack Moss
Mayor of the City of LeRoy, Illinois

ATTEST:

Jeannita Dagley
City Clerk, City of LeRoy, Illinois

SCHEDULE A

PROPOSED SCHEDULE OF RATES AND FEES

MONTHLY RATES:

| | | |
|----|---|-----------|
| 1. | Basic subscriber fee (one outlet) | \$8.95 |
| | (Second outlet) | \$2.50 |
| 2. | Subscriber fee -- pay channel (premium service) (for all outlets, one price) | \$8.95 |
| 3. | Fee for Municipal Buildings and Schools (for first outlet) | \$ 00 |
| | | NO CHARGE |

INSTALLATION RATES:

| | | |
|----|--|-----------|
| 1. | Basic installation fee (first outlet) | \$20.00 |
| | (second outlet) | \$15.00 |
| 2. | Installation fee - pay channel (all subscribers) | \$20.00 |
| 3. | Relocation of outlet | \$15.00 |
| 4. | Installation fee for Municipal Buildings and Schools (one outlet) | NO CHARGE |
| 5. | Reconnect fee | \$10.00 |

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

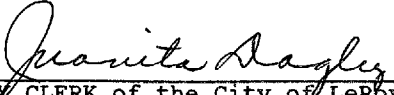
I, Juánita Dagley do hereby certify
that I am the duly qualified and acting City Clerk of the City
of LeRoy, McLean County, Illinois, and as such City Clerk that
I am the keeper of the records and files of the Mayor and City
Council of said City.

I do further certify that the foregoing is a true, correct
and complete copy of an ordinance entitled:

"AN ORDINANCE GRANTING TO CABLE TELEVISION COMPANY OF
ILLINOIS, ITS SUBSIDIARIES, AFFILIATES, LESSEES, SUCCESSORS
AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR A PERIOD OF TEN
(10) YEARS TO USE THE HIGHWAYS, STREETS, ALLEYS, BRIDGES,
RIVERS AND OTHER PUBLIC PLACES OF LeROY, ILLINOIS, FOR THE
PURPOSE OF CONSTRUCTING, INSTALLING, MAINTAINING AND
OPERATING A COMMUNITY ANTENNA TELEVISION SYSTEM, INCLUDING
ALL NECESSARY APPURTENANCES, AND PRESCRIBING CERTAIN TERMS
AND CONDITIONS UNDER WHICH SAID COMPANY IS TO OPERATE.";

That said Ordinance was adopted by the Mayor and City Council
of said city at a regular meeting on September 2,
1980, and that a faithful record of said Ordinance has been
made in the official record books of said city now in my custody
remaining.

IN WITNESS WHEREOF, I have hereunto set my official hand
and seal of office this 2nd day of September,
1980.


CITY CLERK of the City of LeRoy,
McLean County, Illinois



ACCEPTANCE OF FRANCHISE

Now, this 2nd day of September, 1980, Cable Television Company of Illinois, having been advised by the City of LeRoy that by Ordinance No. 125, passed by the LeRoy City Council on the 2nd day of September, 1980, a franchise was granted to Cable Television Company of Illinois to construct and operate an underground cable television system within the City of LeRoy, the said Cable Television Company of Illinois does hereby accept said franchise and does hereby agree to comply fully with all terms and provisions of said ordinance.

CABLE TELEVISION COMPANY OF ILLINOIS

By: _____

ATTEST:

(CORPORATE SEAL)

Secretary