

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO FALCON TELECABLE, A CALIFORNIA LIMITED PARTNERSHIP, ITS SUCCESSORS AND ASSIGNS, TO OPERATE AND MAINTAIN A COMMUNITY ANTENNA TELEVISION SYSTEM IN THE CITY, SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE, PROVIDING FOR CITY REGULATION AND USE OF THE COMMUNITY ANTENNA TELEVISION SYSTEM, AND PRESCRIBING PENALTIES FOR VIOLATION OF THE FRANCHISE PROVISIONS.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ARCADIA, MISSOURI, as follows:

Section One: Title

This ordinance shall be known and may be cited as the "Arcadia CATV Ordinance".

Section Two: Definitions

For the purpose of this ordinance, the following terms, phrases, words, and their derivations 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.

A. "City" is the City of Arcadia, Missouri.

B. "Board" is the Board of Aldermen of Arcadia, Missouri.

C. "Community Antenna Television System", hereinafter referred to as "CATV System" or "System", means a system of coaxial cables or other electrical conductors and equipment used or to be used primarily to receive television or radio signals, directly or indirectly, off-the-air and transmit them to subscribers for a fee.

D. "Person" is any person, firm, partnership, association, corporation, company, or organization of any kind.

E. "Grantee" is Falcon Telecable, a California limited partnership, or anyone who succeeds said company in accordance with the provisions of this franchise.

Section Three: Grant of Authority

A. There is hereby granted by the City to the Grantee the 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 CATV System for the interception, sale, and distribution of television and radio signals.

B. The right to use and occupy said streets, alleys, public ways, and public places for the purposes herein set forth shall not be exclusive, and the City reserves the right to grant a similar use of said streets, alleys, public ways, and public places, to any person at any time during the period of this franchise; provided, however, that no such right shall be granted on terms or conditions more favorable or less burdensome to the grantee than those applying to the Grantee hereunder.

Section Four: Compliance with Applicable Laws and Ordinances

The Grantee shall, at all times during the life of this franchise, be subject to all lawful exercise of the police power by the City and to such reasonable regulations as the City shall hereafter provide.

Section Five: Territorial Area Involved

This franchise is related to the present territorial limits of the City and to any area henceforth added thereto during the term of this franchise.

Section Six: Liability and Indemnification

A. The Grantee shall pay, and by its acceptance of this franchise the Grantee specifically agrees that it will pay, all damages and penalties which the City may legally be required to pay as a result of granting this franchise or arising out of the construction, installation, operation, maintenance, and conduct of business of the Grantee. These damages or penalties shall include, but shall not be limited to, damages arising out of the installation, operation, or maintenance of the CATV System authorized herein, including, but not limited to, claims for personal injury, property damage, product liability claims, breach of contract claims, willful and intentional acts, and all other claims, whether or not any act or omission complained of is authorized, allowed, or prohibited by this franchise.

B. The Grantee shall pay, and by its acceptance of this franchise specifically agrees that it will pay, all expenses incurred by the City in defending itself with regard to all damages and penalties mentioned in Subsection A above. These expenses shall include all out-of-pocket expenses, such as attorney fees, and shall also include the reasonable value of any

services rendered by the City Attorney or his assistants or any employees of the City.

C. The Grantee shall maintain, and by its acceptance of this franchise specifically agrees that it will maintain, throughout the term of this franchise liability insurance insuring the City and the Grantee with regard to all damages mentioned in Subsection A above in the minimum amounts of:

1. One Hundred Thousand Dollars (\$100,000.00) for bodily injury or death to any one person within the limit, however, of Five Hundred Thousand Dollars (\$500,000.00) for bodily injury or death resulting from any one accident.

2. One Hundred Thousand Dollars (\$100,000.00) for property damage resulting from any one accident.

3. Three Hundred Thousand Dollars (\$300,000.00) for any other type of liability resulting from claims of injury to or destruction of tangible property, personal injury, and all types of liability whatsoever arising out of the franchise of the cable television system.

D. The insurance policies obtained by the Grantee in compliance with this section must be approved by the Board of Aldermen, and such insurance policies, along with written evidence of payment of required premiums, shall be filed and maintained with the City Clerk during the term of this franchise.

E. The requirements set out in Subsections C and D above shall be met not later than thirty (30) days after passage of this franchise ordinance.

Section Seven: Color TV

The facilities used by the Grantee shall be capable of distributing color TV signals, and when the signals the Grantee distributes are received in color, they shall be distributed in color where technically feasible.

Section Eight: Signal Quality Requirements

The Grantee shall:

A. Produce a picture, whether in black and white or in color, that is undistorted, free from ghost images, and accompanied with proper sound on typical standard production TV sets in good repair, and as good as the state of the art allows.

B. Transmit signals of adequate strength to produce good pictures with good sound at all outlets without interfering with other electrical or electronic systems.

C. Limit failures to a minimum by locating and correcting malfunctions promptly.

D. Demonstrate by instruments and otherwise to subscribers that a signal of adequate strength and quality is being delivered.

Section Nine: Operation and Maintenance of System

A. The Grantee shall put, keep, and maintain all parts of the System in good condition throughout the entire franchise period.

B. Upon reasonable request for service by any person located within the franchise territory, the Grantee shall, within thirty (30) days, furnish the requested service to such person. A request for service shall not be reasonable for the purpose of this subsection if no trunk line installation capable of servicing that person's block has as yet been installed.

C. The Grantee shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Such interruptions, insofar as possible, shall be preceded by notice and shall occur during periods of minimum System use.

D. The Grantee shall not allow its cable or other operations to interfere with television reception of persons not served by the Grantee, nor shall the System interfere with, obstruct, or hinder, in any manner, the operation of the various utilities serving the residents of the City.

E. The Grantee shall continue, throughout the term of the franchise, to maintain the technical standards and quality of service set forth in this ordinance. Should the City reasonably find, by resolution, that the Grantee has failed to maintain these technical standards and quality of service, and should it, by resolution, specifically enumerate improvements to be made, the Grantee shall make such improvements. Failure to make such improvements within three (3) months of such resolution shall constitute a breach of the ordinance, unless such failure is beyond the reasonable control of the Grantee. If such failure is within the reasonable control of the Grantee, but such improvements cannot reasonably be completed within such three (3) month period, the Grantee shall not be in breach of this ordinance if the Grantee shall have diligently commenced such improvements within such three (3) month period and continues to diligently pursue the completion of such improvements.

F. The Grantee's business shall have a listed telephone number and be so operated that customers' complaints and requests

concerning TV reception, repairs, adjustments, and any other reasonable business a customer may have with the Grantee may be reported to the Grantee at no toll charge to the customer. The Grantee shall take action on complaints concerning reception of TV pictures within twenty-four (24) hours of receipt of complaint.

G. The Grantee shall establish and maintain at least one (1) paying agent within the city limits of Arcadia, Missouri, for the convenience of consumers in paying their bills.

Section Ten: Free Service to Public Facilities

The Grantee agrees to provide, without charge, one (1) connection to the City Hall, or some other location designated by the Board of Aldermen, providing the Grantee has a service line along the public street adjacent to said buildings.

Section Eleven: Emergency Use of Facilities

In case of any emergency or disaster, the Grantee shall make its facilities available to the City for emergency use.

Section Twelve: Permits, Etc., Required

This franchise authorizes only the operation of a CATV System as provided for herein, and does not take the place of any other franchise, license, or permit which might be required by law of the Grantee.

Section Thirteen: Safety Requirements

A. The Grantee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury, or nuisances to the public.

B. The Grantee shall install and maintain its wires, cables, fixtures, and other equipment in accordance with the requirements of the National Electrical Safety Code Promulgated by the National Bureau of Standards and the National Electrical Code of the National Board of Fire Underwriters, and in such manner that they will not interfere with any installation of the City of a public utility serving the City.

C. All structures and all lines, equipment, and connections in, over, under, and upon the streets, sidewalks, alleys, and public ways or places of the City, wherever situated or located, shall at all times be kept and maintain in a safe, suitable, and substantial condition, and in good order and repair.

D. The Grantee shall provide safe, adequate, and prompt service for its facilities.

Section Fourteen: New Developments

A. It shall be the policy of the City liberally to amend this franchise, upon application of the Grantee, when necessary to enable the Grantee to take advantage of any developments in the field of transmission of television and radio signals which will afford it an opportunity to more effectively, efficiently, or economically to serve its customers; provided, however, that this section shall not be construed to require the City to make an amendment that would interfere with the City's policy of requiring the Grantee to maintain high quality cable service; nor shall this section be construed to prohibit the City from unilaterally amending the ordinance when such amendment is in keeping with the City's policy of requiring the Grantee to maintain high quality cable service at a cost to the consumer that is competitive with similar systems and franchises.

B. Should the U.S. Congress pass legislation whereby the City can intervene in the rate structure of cable TV, then, and in that event, the City shall have such authority when said legislation becomes law.

Section Fifteen: Conditions on Street Occupancy

A. All transmissions and distribution structures, lines, and equipment erected by the Grantee within the City shall be so located as to cause minimum interference with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners who join any of the said streets, alleys, or other public ways and places.

B. In case of a proposed disturbance of any street, sidewalk, alley, public way, or paved area, the Grantee shall take such action only after approval by the mayor or his duly appointed representative. The Grantee shall replace and restore such street, sidewalk, alley, public way, or paved area in as good a condition as before the work involving such disturbance was done, with such replacement condition to be approved by the mayor or his duly appointed representative. All costs of disturbance and replacement shall be the responsibility of the Grantee.

C. If, at any time during the period of this franchise, the City shall lawfully elect to alter or change the grade of any street, sidewalk, alley, or other public way, the Grantee, upon reasonable notice by the City, shall remove, relay, and relocate its poles, wires, cables, underground conduits, manholes, and other fixtures at its own expense. The Grantee's obligations to

provide cable service hereunder shall be suspended for the reasonable period of time necessary to complete such removal and relocation.

D. Any poles or other fixtures placed in any public way by the licensee shall be placed in such a manner as not to interfere with the usual travel on such public way, and shall be approved by the mayor or his duly appointed representative before any pole or other fixture is placed.

E. The Grantee shall, on the request of any person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal of raising or lowering of wires shall be paid by the person requesting the same, and the Grantee shall have the authority to require such payment in advance. The Grantee shall be given not less than forty-eight (48) hours' advance notice to arrange for such temporary wire changes.

F. The Grantee shall, after prior approval by the mayor or his duly appointed representative, have the authority to trim trees upon and hanging over streets, alleys, sidewalks, and public ways and places of the City so as to prevent the branches of such trees from coming in contact with the wires and cables of the Grantee, except that at the option of the City, such trimming may be done by it or under its supervision and direction. Should the Grantee install its own poles, the Grantee shall be required to maintain its privately owned poles with singularly strung cable at its own expense.

G. In all sections of the City where the cables, wires, or other like facilities of public utilities are placed underground, the Grantee shall place its cables, wires, or other like facilities underground to the maximum extent that existing technology reasonably permits the Grantee to do so. Whenever and wherever any public utility lines are removed from overhead and placed underground, the Grantee shall similarly remove its cables and replace its cables underground at its own expense. The Grantee's obligations hereunder shall be conditional upon the City granting or delivering to the Grantee such permission or other rights of way as will cause such underground placement to be legal and not an infringement upon the rights of any other person or entity during the term of this franchise and any extension or renewal hereof.

Section Sixteen: Preferential or Discriminatory Practices Prohibited

A. The Grantee shall not deny service, deny access, or otherwise discriminate against subscribers, channel users, or general citizens on the basis of race, color, age, religion, national origin, or sex. The Grantee shall comply at all times

with all other applicable federal, state, city, and county laws, and all executive and administrative orders relating to nondiscrimination.

B. The Grantee shall strictly adhere to the equal employment opportunity requirements of the FCC, as expressed in the Cable Television Rules, 47 CFR Subsection 76.311, and as may be amended from time to time.

C. Neither the Grantee nor the City shall tap or monitor, or arrange for the tapping or monitoring, or permit, either expressly or impliedly, any other person to tap or monitor any cable, line, signal input device, or subscriber outlet or receiver for any purpose whatsoever, without the express permission of the subscriber; provided, however, that the Grantee shall be entitled to conduct system wide or individually addressed "sweeps" for the purpose of verifying system integrity, controlling returnpath transmission, or billing or paying services.

D. The Grantee shall not, without the specific authorization of the subscriber involved, sell, or otherwise make available to any person, lists of the names and addresses of such subscriber, or any list which identifies the viewing habits of any individual subscriber, except as the same is necessary for the construction, marketing, and maintenance of the Grantee's facilities and services hereunder, and the concomitant billing of subscribers for said service, or as the same may be necessary to give leased channel users sufficient and pertinent information to make full use of said leased access channel. The Grantee shall not provide information concerning the viewing habits of identifiable individual subscribers to any person, group, or organization for any purposes whatsoever, except as hereinafter provided in Section Twenty, Subsection C.

Section Seventeen: Removal of Facilities Upon Request

Upon termination of service to any subscriber, the Grantee shall promptly remove all of its facilities and equipment from the premises of such subscriber upon his request.

Section Eighteen: Transfer of Franchise

Subject to the provisions of Section Twenty, Subsection F, the Grantee shall be allowed to transfer this franchise to another person or corporation, voluntarily or involuntarily, without the prior approval of the City.

Section Nineteen: Filings and Communications
with Regulatory Agencies

Copies of all petitions, applications, and communications submitted by the Grantee to the Federal Communications Commission, Securities and Exchange Commission, or any other federal or state regulatory commission or agency having jurisdiction in respect to any matters affecting CATV operations authorized pursuant to this franchise, shall also be submitted simultaneously to the Board of Aldermen.

Section Twenty: City Rights in Franchise

A. The right is hereby reserved to the City or the Board of Aldermen to adopt, in addition to the provisions contained herein and in existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of the police power; provided that such regulations, by ordinance or otherwise, shall be reasonable and not in conflict with the rights herein granted.

B. The City shall be furnished at least annually with a statement compiled by an accountant reflecting and showing the gross revenues of the Grantee, and the City, at least annually, shall have the right to examine such of the company's records relative to the gross revenue received by the company.

C. The City shall have the right, during the life of this franchise, at least semi-annually, to examine a list of the names and addresses of subscribers in the so-called "Arcadia Valley" area for the purpose of ascertaining and determining the residency of subscribers in order to assure proper payment to the City for those residents living within the city limits of Arcadia, with the first examination of the list of names of subscribers by the City to be made within thirty (30) days after signing of this contract, and where residency is in the City of Arcadia, they shall be included for the percentage paid to the City from the date of this contract.

D. The City shall have the right, during the life of this franchise, to install and maintain, free of charge, upon the poles of the Grantee, any wire and pole fixtures necessary for any municipal use on the condition that such wire and pole fixtures do not interfere with the CATV operations of the Grantee.

E. The City shall have the right to supervise all construction or installation work performed subject to the provisions of the franchise and make such continuing inspections as it shall find necessary to insure compliance with the terms of this franchise and other pertinent provisions of law.

F. At the expiration of the term for which this franchise is granted, or upon its termination and cancellation, as provided for herein, the City shall have the right to require the Grantee to remove, at its own expense, all portions of the CATV System from all public ways within the City; provided, however, that the Grantee shall not be obligated to remove any equipment it maintains in the City which facilitates the Grantee's service to areas outside of the City limits if the Grantee pays to the City the fee set forth below. Grantee shall, during the term of this franchise, pay to the City, for the use of the public ways within the City in servicing those residents outside of the City limits, the percentage of the annual gross operating revenues from subscribers outside of the City limits, whose service is delivered through lines maintained within the City limits, and for whom the Grantee is not obligated to pay any franchise fee or equivalent charge to any other public or private entity, equal to the percentage then being charged under Section Twenty-Three of this franchise with respect to subscribers within the city limits. At the end of this franchise, if the franchise is not renewed or replaced with a new ordinance within six (6) months of the expiration of this franchise, the right to maintain lines in Arcadia to serve areas outside of the City may be maintained by the Grantee for so long as the Grantee pays to the City the percentage of the annual gross operating revenues from subscribers outside of the City limits, whose service is delivered through lines maintained within the City limits, and for whom the Grantee is not obligated to pay any franchise fee or equivalent charge to any other public or private entity, equal to the percentage charged under Section Twenty-Three of this franchise as of the termination or cancellation hereof; provided, however, that if the Grantee has applied for renewal of this franchise, pursuant to Section Twenty-One hereof or other applicable law, and such application is denied, the percentage to be charged for the right to maintain lines in Arcadia to serve areas outside of the City limits may not exceed the percentage being charged pursuant to this franchise as of the date immediately preceding the Grantee's earliest application for renewal.

G. After the expiration of the term for which this franchise is granted, or after its termination and cancellation, as provided for herein, the City shall have the right to determine whether the Grantee shall continue to operate and maintain the CATV System pending the decision of the City as to the future maintenance and operation of such System. The Grantee agrees to make no claim of ownership to any property in the City of Arcadia unless the Grantee has title to same. The Grantee shall be deemed to have title as against the City to all personal property comprising the CATV System, notwithstanding the affixing of any such personal property to any real or personal property owned by the City.

Section Twenty-One: Renewal of Franchise

A. At least thirteen (13) months prior to the expiration of the franchise, the Grantee shall inform the City in writing of its intent to seek renewal of the franchise.

B. After giving public notice, the City shall proceed to determine whether the Grantee has satisfactorily performed his obligations under the franchise. To determine satisfactory performance, the City shall consider technical developments and performance of the System, programming, other services offered, cost of services, and other particular requirements set in the ordinance. Also, the City shall consider the Grantee's annual reports to it and the FCC. Industry performance on a national basis shall be considered. Provision shall be made for community comment.

C. A four (4) month period shall be provided to determine the Grantee's eligibility for renewal.

D. The City shall then prepare, within two (2) months, any amendments to the Arcadia Cable Television Ordinance that it believes necessary.

E. If the City finds the Grantee's performance satisfactory, the new franchise shall be granted pursuant to the ordinance as amended for a period of ten (10) years.

F. In the event the current Grantee is determined by the City to have performed unsatisfactorily, new applicants shall be sought and evaluated, and a franchise award shall be made by the City according to franchising procedures adopted by the City. Nothing in this provision shall be construed so as to prohibit the Grantee from participating as one of the applicants for the new franchise award.

Section Twenty-Two: Maps, Plats, and Reports

A. The Grantee shall file with the City Clerk true and accurate maps or plats of all existing and proposed installations.

B. During the Grantee's accounting period of each year, the company will make available to the City financial statements prepared by an accountant reflecting the herein mentioned company's operation of the cable television system under and by virtue of the privileges of this franchise, and shall furnish such information as is requested by the City relative to the investment of properties devoted to the operation of the cable television system, together with other reasonable information as the City may request relative to the company's operation of said system, and said City shall have the right of an independent audit of the company's records relative to the items herein mentioned; provided, however, that the said financial statement

shall be forwarded to the City within sixty (60) days after the close of the Grantee's fiscal year. In the event the company is engaged in businesses other than the operation of the cable television system, the company shall not be required to disclose information relative to other activities.

C. The Grantee shall keep on file with the City Clerk a current list of its shareholders and bondholders.

Section Twenty-Three: Payment to the City

A. The Grantee shall pay to the City quarterly, at the discretion of the City, an amount equal to up to five percent (5%), and no less than three percent (3%), of the annual gross operating revenues during the year, which shall include, but not necessarily be limited to, monthly subscriber fees, installation fees, disconnect and reconnect fees, pay TV revenues, leased-channel revenues, advertising revenues, and any other revenue derived from the operation of the System within the City limits for the use of the streets and other facilities of the City in the operation of the CATV System and for the municipal supervision thereof.

B. The City shall have the right to annually audit the Grantee's records for accuracy.

C. The City shall give the Grantee at least sixty (60) days' notice prior to any change in the payment percentage. The initial percentage payment shall be for an amount equal to three percent (3%) of the annual gross operating revenues.

Section Twenty-Four: Forfeiture of Franchise

A. In addition to all other rights and powers pertaining to the City by virtue of this franchise or otherwise, the City reserves the right to terminate and cancel this franchise and all rights and privileges of the Grantee hereunder in the event the Grantee:

1. Violates any provision of this franchise or any rule, order, or determination of the City or Board of Aldermen made pursuant to this franchise and fails to cure said violation within thirty (30) days following written notice of said violation to the Grantee by the City. If any such violation is of a nature that it cannot reasonably be cured within thirty (30) days after notice thereof to the Grantee, this franchise shall not be terminated or cancelled if the Grantee shall have diligently commenced curing the violation within such period after notice, and continues to diligently pursue the completion of such cure.

2. Becomes insolvent, unable, or unwilling to pay its debts, or is adjudged a bankrupt.

3. Attempts to evade any of the provisions of this franchise or practices any fraud or deceit upon the City.

4. Fails to substantially complete construction and commence operation under this franchise before one (1) year.

B. Such termination and cancellation shall be by ordinance duly adopted after thirty (30) days' notice to the Grantee and shall in no way effect any of the City's rights under this franchise or any provision of law; provided, however, that before this franchise may be terminated and cancelled under this section, the Grantee must be provided with an opportunity to be heard before the Board of Aldermen.

Section Twenty-Five: City's Right of Intervention

The Grantee agrees not to oppose intervention by the City in any suit or proceeding relating to the CATV System to which the Grantee is a party.

Section Twenty-Six: Further Agreement and Waiver by Grantee

The Grantee agrees to abide by all of the provisions of this franchise, and further agrees that it will not at any future time set up as against the City or Board of Aldermen the claim that the provisions of the franchise as set forth in this ordinance are unreasonable, arbitrary, or void.

Section Twenty-Seven: Duration and Acceptance of Franchise

A. This franchise and the rights, privileges, and authority hereby granted shall take effect and be in force from and after final passage hereof, as provided by law, and shall continue in force and effect for a term of ten (10) years, provided that within five (5) days after the date of the passage of this ordinance, the Grantee shall file with the City Clerk its unconditional acceptance of this franchise and promise to comply with and abide by all of its provisions, terms, and conditions. Such acceptance and promise shall be in writing, duly executed and sworn to, by or on behalf of the Grantee, before a Notary Public or other officer authorized by law to administer oaths.

B. Should the Grantee fail to comply with Subsection A above, it shall acquire no rights, privileges, or authority under this franchise whatsoever.

Section Twenty-Eight: Erection, Rental, Removal, and
Common User of Poles or Underground Utility Easements

A. No poles or other wire-holding structures shall be erected nor shall cable be buried by the Grantee without prior approval of the City with regard to location, height, depth, type, and any other pertinent aspect. However, no location of any pole or wire-holding structure or common underground utility easement of the Grantee shall be a vested interest, and such poles or structures or buried cable shall be removed or modified by the Grantee at its own expense whenever the City determines that the public convenience would be enhanced thereby. The Grantee's obligation to relocate any such pole or structure or buried cable shall be conditional upon the City granting or delivering to the Grantee such permission or other rights of way as will cause the new location to be legal and not an infringement upon the rights of any other person or entity during the term of this franchise agreement and any extension or renewal hereof.

B. Where poles or other wire-holding structures or underground utility easements already existing for use in serving the City are available for use by the Grantee, but it does not make arrangements for such use, the City may require the Grantee to use such poles and structures or underground utility easements, if it determines that the public convenience would be enhanced thereby and the terms of the use available to the Grantee are just and reasonable.

C. Where the City or public utility serving the City desires to make use of the poles or other wire-holding structures or underground utility easements of the Grantee, but agreement therefor with the Grantee cannot be reached, the Board of Aldermen shall require the Grantee to permit such use free of charge to the City if the Board determines that the use would enhance the public convenience and would not duly interfere with the Grantee's operations.

D. The City reserves the right to declare any pole or poles or underground utility easements unavailable for use by the Grantee if such use in any manner interferes or renders dangerous the operation and maintenance of the City's municipal utilities system.

Section Twenty-Nine: Number of Channels

The Grantee's cable distribution system shall be capable of carrying at least thirteen (13) channels and initially shall provide at least thirteen (13) television channels. One (1) of the channels of the Grantee shall be a movie show channel. Nothing contained herein shall preclude the Grantee from providing additional channels or additional services at any time.

Section Thirty: Rates and Rate Changes

Rates and rate changes shall be made in accordance with the Cable Communications Policy Act of 1984.

Section Thirty-One: Franchise Processing Fees

The Grantee shall be required to reimburse the City for Four Hundred Dollars (\$400.00) toward attorney's fees and costs by the City in the soliciting, evaluating, processing, and negotiating the franchise award.

Section Thirty-Two: 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 thereof.

Section Thirty-Three: Ordinances Repealed

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

WHEREUPON, this ordinance was read three (3) times and approved by vote of the Board of Aldermen of the City of Arcadia, Missouri, on this 9TH day of NOVEMBER, 1987.


KENNETH W. LUMBLEY, Mayor

ATTEST:


JOYCE CALLISTO, City Clerk