

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE GRANTING A FRANCHISE TO SPECTRUM TELTRONICS INC., ITS SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, OPERATING AND MAINTAINING A COMMUNITY ANTENNA TELEVISION SYSTEM IN THE CITY OF Brookland, AR; PROVIDING CONDITIONS, REQUIREMENTS AND REGULATIONS THEREFORE; DESCRIBING VIOLATIONS AND PRESCRIBING PENALTIES OF ITS PROVISIONS AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF Brookland, AR:

Section 1. That Spectrum Teltronics Inc, its successors and assigns be, and is hereby granted the right and/or franchise to acquire, construct, operate and maintain a community antenna television system in the City of Brookland, AR, for the purpose of furnishing direct wire reception of television programs to the citizens and residents of the City of Brookland, AR, that subscribe to said service, by means of the creation of a master antenna system utilizing a special tower and antennas, a master control unit and the necessary amplifiers, in relaying televisions signals directly into individual television receivers of those who subscribe to said service, via direct wire and cable connection. That said Company is further granted the right and privilege to construct, erect, operate and maintain television transmission facilities under, over, across, through and above the public streets, avenues, alleys, roads, bridges, highways and other public places of the City for the purpose of receiving, amplifying, transmitting and distributing television signals to the citizens and residents of the City of Brookland and subsequent additions thereto.

Section 2. The term of this franchise shall be for twenty (20) years from the beginning of service through a community antenna television system, which beginning date shall be no more than 18 months from the date hereof. This franchise is made and is to be enjoyed subject to reasonable regulations and ordinances of a police nature as the City may deem proper to adopt not destructive of the rights granted herein.

Section 3. This franchise is exclusive and shall not be interpreted as regards any issue arising to the contrary. Providing further, the Company is specifically prohibited from making assessments or charging special fees to subscribers of its regular monthly subscription charge, for the privilege of viewing any special or particular program or programs that are a part of normal public broadcast. Rates,

1980-7  
was not  
given  
ord #



changes and channel selections will be considered by the City Council and shall be reviewed annually or upon thirty (30) days notice to an officer of the Company, delivered in hand or by registered or certified mail.

Section 4. The Company shall make available an all-band system, to include UHF, capable of providing at least ten (10) channels of satisfactory television reception to its subscribers and provide pictures on subscriber's receivers throughout the system essentially of the same quality as those received at the antenna sight. Said system shall conform to the requirements of the Federal Communications Commission and shall be free from spurious radiation or leakage so as to definitely prohibit interference with television reception of non-subscribers to the service. Upon complaint and proof to the City Council, that actions of the Company have caused a deterioration of reception to a non-subscriber, such complaint shall be referred to an officer of the Company with advise that repairs or alterations to the system must be made within thirty (30) days. Failure to repair or alter any fault of the Company that interferes with reception to non-subscribers, within the time prescribed shall constitute cause for repeal of this ordinance and termination of the franchise granted herein.

Section 5. The Company shall not engage in the sale or service on television receivers.

Section 6. The Company's transmission and distribution system, poles, wires and appurtenances shall be located, erected and maintained in such a manner as not to endanger or interfere with the lives of persons, or to interfere with any improvements that the City may deem proper to make, or to hinder unnecessarily or obstruct the free use of streets, alleys, bridges or other public property. Construction and maintenance of the transmission-distribution system, including house connections, shall be in accordance with the provisions of the National Electrical Safety Code, prepared by the National Bureau of Standards, the National Electrical Code of the National Board of Fire Underwriters and such applicable ordinances and regulations of the City affecting electrical installations which may be presently in effect or may be enacted by the City Council.

Section 7. In the operation and maintenance of said community antenna television system in the public places of the City, and in the course of any new construction or additions to any facilities, the Company shall proceed as to cause the least possible inconvenience to the general public. All activities that create temporary obstructions shall be guarded and protected by appropriate barriers and warnings. Whenever the Company shall disturb or cause to be disturbed



any property or facility of a public nature, the same shall be accomplished under the control and supervision of the City Engineer and shall be replaced and restored to the state of pre-entry within forty-eight (48) hours after the completion of the Company's work.

Section 8. In the event of the failure of the Company to render community television service in the City as contemplated and provided for by this ordinance within a period of eighteen (18) months from the effective date of this ordinance, the City Council shall have cause and the right to declare this ordinance and the rights and franchise granted thereunder forfeited. Should the Company discontinue service for a period of sixty (60) days after its system has been instituted, without justifiable cause, the City shall have cause and the right to declare this ordinance and the rights and franchise granted therein forfeited, and make written demand on the Company to proceed to remove all facilities from the public places and property of the City, and from the premises of subscribers. Said removal shall begin within thirty (30) days of such demand. Further, should the Company fail to initiate the removal of aforesaid facilities, subsequent to demand and in the time prescribed, the City shall have the right to remove same and retain in its absolute property, with no credit of value payable to the Company.

Section 9. The Company shall indemnify and hold the City harmless at all time during the term of this grant from and against all claims for injury or damages to persons or property, both real and personal, caused by the construction, erection, operation or maintenance of any structures, equipment, appliances or products authorized or used pursuant to the authority of this ordinance. The Company shall, at all time during the existence of this franchise, carry and require their constructors to carry the following:

(a) Insurance in such form and in such companies as shall be approved by the City Attorney to protect the City and themselves from and against any and all claims of injury or damages to persons or property, both real and personal, caused by the construction, erection, operation or maintenance of any structure, equipment or appliance. The amount of such insurance against liability due to damage to property shall be not less than one hundred thousand dollars (\$100,000), as to any one person, and two hundred thousand dollars (\$200,000), as to any one accident, and against liability due to injury or death of persons, one hundred thousand dollars (\$100,000) as to any one person, and three hundred thousand dollars (\$300,000), as to any one accident.

(b) Workman's Compensation Insurance in compliance with the laws of the State of Arkansas.

(c) Automobile liability insurance with limits of not less than one hundred thousand dollars (\$100,000), as to any one person and three hundred thousand (\$300,000), as to any one accident. Comprehensive shall be limited to not less than ten thousand (\$10,000) on all automotive equipment.



The Company, upon receipt of due notice in writing from the City, shall defend at their own expense, any action or proceedings against the City in which it is claimed that injury or damage arose from the Company's activities in the construction or operation of this television distribution system, and in the event of determination of liability or damages, shall indemnify the City.

The City shall be indemnified or held harmless against all liability, claim, demand or judgment lodged against the Company due to a failure of duty or negligence on the part of the Company, its successors or assigns.

Section 10. The Company shall furnish free of charge, one service distribution connection to each school located within the corporate limits of the City, one service distribution connection to the City Hall and to each of the Fire Department Stations within the corporate limits of the City.

Section 11. The Company shall pay, and, in consideration of the granting of this franchise, agrees to pay to the City as a franchise tax and as compensation for the right and privileges enjoyed hereunder, a sum equal to 3 percent of the gross receipts received by the Company from customers and subscribers within the corporate limits of the City, and an amount equal to 3 percent of the gross receipts received by the Company from customers and subscribers outside and contiguous to the City, excepting incorporated towns and cities. Said payment shall be made to the City annually and on the first day of February of each year for the previous calendar year, and, if requested, shall post bond to assure such annual payment.

Section 12. The franchise payments herein provided for shall be in lieu of any business or occupation licenses or taxes, but shall not be in lieu of ad valorem taxes assessed with respect to real or personal property of the Company by the City.

Section 13. The City shall have access at all reasonable hours to all of the plans, contracts and engineering, accounting, statistical and customer service records of the Company. Reports of property and gross revenues shall be filed with the City with payment of the annual franchise revenues.

Section 14. The Company shall pay the City the cost of publishing this ordinance according to the laws of the State of Arkansas.

Section 15. This ordinance being necessary to the comfort, convenience and welfare of the City, and the inhabitants thereof, an emergency is hereby declared to exist and this ordinance shall take effect and be in force upon passage.

Passed and approved this 8<sup>th</sup> day of July, 1980.

Eugene T. Barnett  
MAYOR

Attest:

Lapez Droley  
City Clerk