

URBANA CATV  
FRANCHISE ORDINANCE

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Note: This pamphlet includes all amendments up to and including amendments enacted by the City Council on March 5, 1973, and March 19, 1973.

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AN ORDINANCE ESTABLISHING THE CONDITIONS FOR AWARDING, TO CHAMPAIGN-URBANA COMMUNICATIONS INC., A FIFTEEN (15) YEAR NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A COMMUNITY ANTENNA TELEVISION SYSTEM WITHIN THE CITY OF URBANA, ILLINOIS: SETTING FORTH CONDITIONS ACCOMPANYING THE GRANTING OF SAID FRANCHISE: PROVIDING FOR CITY REGULATION AND USE OF THE COMMUNITY ANTENNA TELEVISION SYSTEM: PRESCRIBING PENALTIES FOR VIOLATION OF THE PROVISIONS HEREOF: AND PROVIDING FOR PAYMENT TO THE CITY FOR THE PRIVILEGE OF SAID FRANCHISE.

BE IT ORDAINED BY THE CITY COUNCIL OF URBANA, ILLINOIS, AS FOLLOWS:

SECTION 1. PURPOSE

It is the purpose of this Ordinance to grant to Champaign-Urbana Communications Inc., a franchise to construct, maintain, and operate a CATV system in the City of Urbana, Illinois, and to set forth the obligations and rights of the City and Grantee accompanying said grant.

SECTION 2. SHORT TITLE

This Ordinance shall be known, and may be cited as the "Urbana CATV Franchise Ordinance".

SECTION 3. 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.

- (1) "City" is the City of Urbana, Illinois
- (2) "Mayor" shall mean the existing or succeeding chief administrative officer of the City, or his designate.
- (3) "City Council" shall mean the present governing body of the City or any successor to the legislative powers of the present Council.
- (4) "Community Antenna Television System" or "CATV System" means a system of antennas, coaxial cables, wires, wave guides, or other conductors, electronic equipment or facilities designed, constructed or used for the pro-

duction of television signals, interception and receipt of television or radio signals directly or indirectly off the air, and the distribution or transmission of such signals and other communications services by means of cable or other similar devices to subscribers.

- (5) "Subscriber" shall mean any person or entity receiving for any purpose the CATV service of the Grantee herein.
- (6) "Person" shall mean any person, firm, partnership, association, corporation, company or organization of any kind.
- (7) The "Grantee" shall be Champaign-Urbana Communications, Inc.
- (8) "Gross receipts" means total receipts of the Grantee of money or its equivalent which the Grantee has received for providing basic service to its subscribers; provided that installation charges actually paid by subscribers and received by the Grantee shall be excluded from gross receipts in determining payments due to the City.
- (9) "Channels" shall mean a group of frequencies in the electromagnetic spectrum capable of carrying an audio-data or an audio-video television signal. Each channel is a block of frequencies containing 6 MHZ Bandwidth.
- (10) "Converter" means an electronic device, which converts signals to a frequency not susceptible to interference within the television receiver of a subscriber, and by an appropriate channel selector also permits a subscriber to view all signals delivered at designated dial locations.
- (11) "Basic service" means the simultaneous delivery by the Grantee to television receivers, of those broadcast and non-broadcast channels which this Ordinance requires the Grantee to provide.
- (12) "Street" means any street, alley or other public right of way in the City.
- (13) "User" denotes a person utilizing a channel for purposes of production and/or transmission of material, as contrasted with receipt thereof, in a subscriber capacity.
- (14) "Franchise" means the right, privilege, and authority granted by this

Ordinance to construct, maintain and operate through use of public streets of the City.

- (15) "Grantee's proposal" means the document entitled, "A Proposal and Application For a Cable Television System to best serve Champaign and Urbana, Illinois" submitted to the City by Champaign-Urbana Communications Inc., October, 1972, and accompanied by a cover letter, dated October 16, 1972, from William W. Froom, Chairman and President, Champaign-Urbana Communications, Inc. to Mayor Virgil C. Wikoff and Councilmen, City of Champaign, and Mayor Charles M. Zipprodt and Aldermen and women, City of Urbana, c/o Mr. Dwyer Murphy, Chairman, Champaign-Urbana Joint Committee on CATV.

#### SECTION 4. GRANT OF AUTHORITY

- (1) There is hereby granted by the City to Champaign-Urbana Communications Inc., the right, privilege and franchise to construct, operate and maintain a CATV System in the streets of the City for a period of fifteen (15) years, this time period to begin six months after the passage, acceptance and effective date of this ordinance, subject to the rights, obligations conditions and restrictions as hereinafter provided.
- (2) The right to use and occupy said streets for the purposes herein set forth shall not be exclusive and the City reserves the right to grant a similar use of said streets to any person at any time during the period of this franchise.
- (3) After the expiration of the term for which the 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.
- (4) This Ordinance and the franchise awarded pursuant to the terms of this Ordinance shall relate to and cover the entire present territorial limits

of the City and any area hereafter annexed thereto during the term of the franchise. The Grantee agrees to and shall install and furnish CATV service to all residents of the City, including all residents in any territory subsequently annexed to the City, pursuant to the terms of Section 17, Subsection 1(d) of this Ordinance.

SECTION 5. INITIAL SYSTEM INSTALLATION SCHEDULE

- (1) The Grantee shall, within thirty (30) days from the effective date hereof, make application to the Federal Communications Commission for a Certificate of Compliance for the establishment of a cable television system in the City and utilization of a micro-wave facility to import permissible signals and the Grantee shall prosecute such application diligently and faithfully in order that necessary approvals can be obtained in the shortest possible time.
- (2) The Grantee shall, within thirty (30) days from the effective date hereof, begin negotiations with utility companies for pole and duct lease agreements.
- (3) Prior to the commencement of construction and prior to receipt of final approvals from the Federal Communications Commission for establishment of the system, the Grantee shall conduct the necessary engineering studies so that construction can commence immediately upon final approval of the Federal Communications Commission.
- (4) The Grantee shall, within sixty (60) days from the effective date hereof, begin preliminary engineering of the pole line route and electronic layouts, begin negotiations for common carrier microwave contracts, and initiate engineering surveys for the receiving site and building locations of the Grantee's CATV system.
- (5) The Grantee shall commence construction of the cable television system no later than thirty (30) days after the execution of acceptable pole attachment agreements and receipt of final approval from the Federal Communications Commission to establish a cable television

system and utilize a micro-wave facility to import permissible signals.

- (6) There shall be significant construction for the first year and a substantial percentage extension of energized trunk cable for each ensuing year. The Grantee shall extend energized trunk cable to 25% of the franchise area per year for its first four years of operation as a minimum standard. If possible, the Grantee shall complete construction of the system within the City within twenty-four months after construction commences.
- (7) Within six months from the grant of permission by the Federal Communications Commission, the Grantee shall submit to the Commissioner of Public Works and Mayor each an installation plan for the entire City, indicating the date on which the Grantee expects the installation of the CATV System to be completed and available for service to subscribers in the various areas of the City.
- (8) The Grantee shall furnish the Commissioner of Public Works and the Mayor each with progress reports indicating in detail the area of construction of the CATV System. Such periodic reports shall be furnished at six months intervals. The first report to be made three months after the construction commencement date.
- (9) The City shall have the right to supervise and inspect all construction or installation work performed pursuant to the provisions of this Ordinance.

#### SECTION 6. FRANCHISE PAYMENTS

- (1) The Grantee shall pay to the City 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 a fee in the amount of 5% of the annual gross receipts of the Grantee, during the first three years in which the franchise granted by this Ordinance is in effect and 3% of the annual gross receipts of the Grantee, except those receipts from the University of Illinois, and any other revenues upon which a fee

is permitted by the Federal Communications Commission during the duration of said franchise. Said percentages are so fixed because the burden of regulating the Grantee shall be most acute during the period in which the Grantee's CATV system is being constructed and the services offered by the Grantee are being developed and because, the gross receipts of the Grantee shall be higher in later years when he serves a greater number of subscribers. The Grantee shall file with the City within thirty (30) days after the expiration of each half year ending on January 1, and July 1, during the period this franchise shall be in force, a financial statement showing in detail the gross annual receipts of the Grantee during the preceding semiannual period. It shall be the duty of the Grantee to pay to the City at the time of filing such statement the franchise fee prescribed. The Grantee shall also file within ninety (90) days following the conclusion of each fiscal year of the Grantee an annual report prepared and audited by an Independent Certified Public Accountant, showing the yearly total gross receipts and payments to the City and any further relevant financial information in regard to the company as may be required by the Mayor.

- (2) In the event this Franchise should be terminated or forfeited prior to the end of the basic fifteen year term, the Grantee shall immediately submit to the City a financial statement prepared as before required, showing the gross receipts of the Grantee for the time elapsed since the last period for which the Grantee has paid to the City the required percentage of gross annual receipts, and the Grantee shall pay to the City not later than thirty (30) days following the termination of the Franchise, a like percentage of such gross receipts.
- (3) In the event that any payment is not made on or before the applicable date fixed in Subsections (1) and (2) hereof, interest on such payments shall apply from such date at the yearly rate of 8%, plus cost of collection.
- (4) Pursuant to Section 7 Subsection 3 of this Ordinance, the City shall



have the right to inspect the Grantee's records showing the gross receipts from which its franchise payments are computed. The right of audit and recomputation of any and all amounts paid under this franchise shall be always accorded to the City. No acceptance of any payment by the City shall be construed as a release of or an accord or satisfaction of any claim the City might have for further or additional sums payable under the terms of this ordinance or for any other performance or obligation of the Grantee hereunder.

- (5) Payments of compensation made by the Grantee to the City pursuant to the provisions of this Ordinance shall not be considered in the nature of a tax but shall be in addition to any and all taxes which are now or hereafter required to be paid by any law of the United States, the State of Illinois or the City.

#### SECTION 7. BOOKS AND RECORDS OF THE GRANTEE

- (1) The Grantee shall file with the Commissioner of Public Works an accurate copy of maps and/or plats of the location and character of all existing and proposed installations over, upon, or under the streets or other public ways. These maps and plats shall conform to the requirements of the Commissioner of Public Works, shall be kept continuously up-to-date, and shall be filed at least quarterly.
- (2) The Grantee and its parent companies, Cable Communications, Inc. and American Television & Communications Corp., shall file with the City by February 1st and August 1st each year a current list of its stockholders holding 5% or more of the outstanding stock and officers with their current addresses. These lists must also be included in the Annual Report of the Grantee.
- (3) All books and records of the Grantee concerning its operations within the City shall be made available for inspection and audit by the Mayor or his designate within thirty (30) days after any request for such inspection or audit shall be made.

- (4) Copies of such rules, regulations, terms and conditions established by the Grantee for the conduct of his business shall be filed with the Mayor and at the local office of the Grantee.
- (5) 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 matter affecting CATV operation, shall also be submitted simultaneously to the City by filing the same with the City Attorney.
- (6) The City shall keep on file all applications, proposals, or other documents which have been or will be submitted to the City by persons requesting a franchise to operate a CATV system in the City.

SECTION 8. INSURANCE AND INDEMNITY

- (1) At all times during the term of the franchise, and for such period thereafter as the Grantee owns property in the City, the Grantee shall obtain, pay all premiums for and file with the Mayor or his designee at least ten (10) days before construction of the system commences, a certificate of insurance or other proof evidencing the payment of premiums for the following:
  - (a) A general comprehensive public liability insurance policy indemnifying, defending and saving harmless the City, its officers, boards, commissions, agents, or employees, from any and all claims by any person whatsoever on account of injury to or death of a person or persons occasioned by the operations of the Grantee under franchise herein granted or alleged to have been so caused or occurred with a minimum liability of \$500,000 per bodily injury or death to any one person and \$1,000,000 for bodily injury or death of any two or more persons in any one occurrence, said

policies are to include personal injury coverage.

(b) Property damage insurance indemnifying, defending and saving harmless the City, its officers, boards, commissions, agents and employees from and against all claims by any person whatsoever for property damage occasioned by the operation of the Grantee under the franchise herein granted or alleged to have been so caused or occurred with a minimum liability of \$250,000 for property damage to any one person and \$500,000 for property damage to two or more persons in any one occurrence.

(2) All of the foregoing insurance contracts shall be in form satisfactory to the City Attorney and shall be issued and maintained by companies authorized to do business in the State of Illinois, acceptable to the Mayor or his designee and carrying a rating of A+:AAAAA in Best's Insurance Guide, last published. Said insurance contracts shall require 30 days written notice of any cancellation to both the City and the Grantee herein.

(3) The Grantee shall also, at its sole cost and expense, fully indemnify, defend and hold harmless the City, its officers, boards, commissions and employees against any and all claims, suits, actions, liability and judgments for damages (including but not limited to expenses for reasonable legal fees and disbursements and liabilities assumed by the City in connection therewith):

(a) Arising out of any claim for invasions of the right of privacy, for defamation of any person, firm or corporation, or the violation or infringement of any copyright, trademark, trade name, service mark or patent, or of any other right of any person, firm or corporation (excluding claims arising out of or relating to City programming); and

(b) Arising out of the Grantee's failure to comply with the provisions of any Federal, State, or local statute, ordinance or

regulation applicable to the Grantee in its business hereunder.

- (4) The foregoing indemnity is conditioned upon the following: The City shall give the Grantee prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section. Nothing herein shall be deemed to prevent the City from cooperating with the Grantee and participating in the defense of any litigation by its own counsel at its sole cost and expense.

#### SECTION 9. SURETY BOND

- (1) The Grantee shall maintain, and by its acceptance of this franchise specifically agrees that it will maintain throughout the term of this franchise, a faithful performance bond running to the City, with a good and sufficient surety approved by the City in the penal sum of \$100,000 conditioned that the Grantee shall well and truly observe, fulfill and perform each term and condition of this franchise and of the Grantee's proposal and that in case of any breach, the City shall be entitled to recover from the principal and sureties thereof the amount of all damages including all costs and attorney's fees incurred by the City, proximately resulting from the failure of the Grantee to well and faithfully observe and perform any and all of the provisions of this franchise.
- (2) No recovery by the City of any sum by reason of the Bond required herein shall be any limitation upon the liability of the Grantee to the City, except that any sum received by the City by reason of the Bond required herein shall be deducted from any recovery which the City might have against the Grantee.

#### SECTION 10. THE USE OF CITY STREETS

- (1) All transmission and distribution structures, lines and equipment erected by the Grantee within the City shall be located so as not to interfere with the proper use of streets, alleys, and other public

ways and places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways and places, and not to interfere with existing public utility installations. All installations shall be underground in those areas of the City where both public utilities providing telephone or electric service are underground at the time of installation. In the initial installation of service the Grantee may only use poles currently being used by at least one of the electric and telephone utilities, and may erect no new poles. Whenever use of a pole is discontinued by the two utilities (electric and telephone), used for the purpose of transmission, use of that pole must be discontinued by the Grantee within 90 days after the last use by those utilities. If the reason for the discontinuance of use of the pole by the utilities was to provide underground service, underground service must be provided by the Grantee to those buildings previously serviced by the Grantee from the pole. This change shall be at the cost of the Grantee.

- (2) In case of any disturbance of pavement, sidewalk, driveway, or other surfacing, the Grantee shall, at its own expense, and in the manner provided by the City, replace and restore all paving, sidewalk, driveway or other surface of any street or alley disturbed. When wires or other equipment are placed underground on private property the land surface, including plantings and trees, shall be restored substantially to its previous condition.
- (3) If at any time during the period of the franchise the City shall lawfully elect to alter, or change the grade or location of any street, alley or other public way, the Grantee shall upon reasonable notice by the City, remove, relay and relocate its wires, cables, underground conduits, manholes and other fixtures at its own expense, and in each instance comply with the requirements of the City.
- (4) The Grantee shall not place conduits or other fixtures above or

below ground where the same will interfere with any gas, electric, telephone fixtures, water hydrant or other utility, and all such conduits or other fixtures placed in any street shall be so placed as to comply with all ordinances of the City.

- (5) The Grantee may be required by the City to permit joint use of its property and appurtenances located in the streets, alleys, or other public ways of the City, by utilities insofar as such joint use may be reasonably practicable and upon payment of reasonable rental therefore; provided that in the absence of agreement regarding such joint use, the City Council shall provide for arbitration of the terms and conditions of such joint use and the compensation to be paid therefrom, which award shall be final.
- (6) The Grantee shall, on request of any person holding a moving permit issued by the City, temporarily move its wires or fixtures to permit the moving of buildings, the expense of such temporary removal, to be paid by the person requesting the same, and the Grantee shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary changes.
- (7) The Grantee shall have the authority to trim any trees upon and overhanging the streets, alleys, sidewalks and public 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, at the expense and liability of the Grantee.
- (8) (a) Following the Grantee's commencement of service through and over its CATV System, the Grantee shall promptly remove from the public streets where its properties are located all or any part of the facilities so located when one or more

of the following enumerated conditions occur.

- (i) The Grantee ceases to provide a substantial amount of the services required in this Ordinance for a continuous period of six months from the date of said occurrence.
  - (ii) The Grantee fails to construct said system as hereinabove and hereafter provided.
  - (iii) The franchise is terminated or revoked pursuant to notice as provided herein.
- (b) Provided that the Grantee shall be entitled to receive notices in writing from the City delivered to the local office of the Grantee setting forth one or more of the occurrences hereinabove enumerated or such other occurrence.
- (9) The City shall have the right during the term of this franchise, to install and maintain free of charge upon the property of the Grantee its own equipment, including, but not limited to a police alarm system, on the condition that such equipment does not interfere with the CATV operations of the Grantee.
- (10) If the Grantee seeks to construct and maintain its cables and/or other equipment on or above private property, the City hereby extends to the Grantee those easements that are within the power of the City to grant.

#### SECTION 11. TYPE AND CAPACITY OF EQUIPMENT TO BE INSTALLED

- (1) The cable system shall be engineered, installed, maintained, operated and equipped so as to at all times meet the technical standards of the Federal Communications Commission including specifications for frequency boundaries, visual carriers, frequency levels, aural carrier frequency levels, channel frequency response, terminal isolation, and system radiation, and all other standards

which the FCC may set.

- (2) The cable television system shall be dual cable and shall be engineered and installed in accordance with the regulations of the Federal Communications Commission now in effect or which may be promulgated, and have the capacity to originate programming at sources other than said cable system's head-end.
- (3) The following design parameters shall be met by the Grantee:
  - (a) Sound signals will be carried approximately 15 db below their associated visual signals. Head-end equipment will be of solid-state design and will be of the heterodyning type. Modulators will be chosen which provide high quality color or monochrome signals with the lowest possible differential gain and differential phase distortions available at the time of system construction. Head-end electronics shall have a return loss of 16 db min. Every attempt will be made to control adjacent channel and co-channel interference to as low a level as technology permits.
  - (b) The coaxial cable used in the system will be of solid aluminum sheath, expanded polyethylene dielectric for the trunk, sub-trunk and distribution systems. For super-trunking applications, solid aluminum sheath with cellular polystyrene dielectric or air dielectric cable will be used. Return loss will be 30 db min. for .500" for larger cables and will be 26 db min. for .412" cable. All cable will be frequency swept from .10 MHz to 260 MHz, both before and after installation, to ensure uniform characteristics over this range.
  - (c) All trunk and distribution amplifiers will be required to have a response flatness in the 50 to 260 MHz of + .25 db. Return loss on all inputs and outputs shall be specified as 16 db min. The amplifiers will be modular in design and will allow for two-way operation of the cable system. AGC will be used



extensively to maintain system levels. All passive devices shall operate over the range 10 to 260 MHz with a return loss of 16 db min.

- (d) All subscriber house drop material shall be chosen so as to provide consistently high-quality, noise-free pictures to each set at the subscriber's location. Bandpass of subscriber's equipment shall be 10 to 260 MHz with a return loss of 16 db min. All subscriber's house drops will be properly grounded according to applicable regulations.
  - (e) The system will be constructed in accordance with all applicable national, state and local safety codes.
  - (f) All system power supplies will be installed according to all applicable codes. These supplies will be of the regulated type and will be self-contained in their own weather-proof housings.
  - (g) The subscriber's 75 ohm to 300 ohm matching transformer shall have a maximum insertion loss of 1.0 db and shall provide 600 volt isolation and a high degree of off-air signal rejection.
  - (h) A 10 to 30 MHz return spectrum shall be available from any point in the plant and not just on the trunk system.
- (4) The following minimum performance requirements will be met:
- (a) Grantee's CATV system will provide for transmission of all VHF and FM signals. The UHF stations which will be carried on the system will be converted to VHF channel frequencies.
  - (b) Grantee's CATV system will be designed and rated for 24-hour-a-day continuous operation.
  - (c) Grantee's CATV system will produce either monochrome or color pictures on subscriber's receivers (provided that the receiver is color capable) that are free from any significant amounts of distortion or ghosting which would cause any material

degradation of color fidelity and intelligence.

- (d) (1) Grantee's CATV system will provide a signal level of 2,000 microvolts, which equals (+6 dBmV), measured at 75 ohms impedance at the input to the matching transformer at the terminals of the subscriber's TV receiver. This is equivalent to 4,000 microvolts at the 300 ohm input terminals of the TV receiver. The maximum signal level will be +12dBmV. The maximum variation in level between adjacent channels will be 3db. The maximum variation in level between any two channels will be 10 db.
- (2) Grantee's CATV system carrier to noise ratio will not be less than 43db measured in accordance with NCTA Standard 005-0069.
- (3) The hum modulation of the picture signal will be less than 2%.
- (4) Grantee's CATV system will use components having VSWR of 1.38.1 or less, or 16 db return loss.
- (e) The Grantee will provide a multi-channel system having not less than 27 television channels. The system will be capable of being increased or expanded in channel capacity as additional needs arise.
- (f) Cross Modulation Ratio: Cross modulation will be maintained at least 51db below the desired signal carrier level at any subscriber's terminals.
- (g) Radiation Limits: System radiation will meet the requirements of the applicable standards of the Federal Communications Commission, Para 76.605 (a)(12).
- (h) Differential Gain: Differential Gain will be no greater than +2db.

- (i) Differential Phase: Differential phase will be no greater than +3 degrees.
- (j) Automatic Gain Control (AGC): AGC will be used at least at every second amplifier location.
- (k) Line Extenders: No more than two line extenders will be cascaded.
- (l) Ghosting: The system will conform to, as a minimum, P. Mertz's "Perceptibility of Ghosts" curve as published in an article entitled "Influence of Echoes on TV Transmission," May, 1953, Journal of the SMPTE.
- (m) Subscriber Taps: Subscriber taps will be of the directional tap variety and will provide at least 25 db of tap-to-tap isolation.
- (n) Cable Return Loss: All Coaxial cable used in the construction of the Grantee's CATV system will be purchased and installed according to the following requirements:
  - (1) Cables of .500" size or larger will have a return loss of 30 db min.
  - (2) Cables of .412" size or smaller will have a return loss of 26 db min.
- (o) RFI Security: Grantee's CATV system will be built in such a way as to ensure that all external signals radiating into the system in the 10 to 30 MHz region will be maintained at least 60 db <sup>(below)</sup> the desired visual carriers transmitted in the 10 to 30 MHz return path.
- (p) Frequency Tolerances: The frequency tolerance of the visual carrier as measured at the head-end will be  $1.25 \text{ MHz} \pm 24 \text{ KHz}$  above the lower boundary of the cable television channel, and will be  $1.25 \text{ MHz} \pm 25 \text{ KHz}$  above the lower channel boundary at the output of the subscriber's converter. (Federal Communications Commission, Para 76.605(2).) The frequency tol-

erance of the aural carrier will be  $4.5\text{MHz} \pm 1\text{KHz}$  above the visual carrier. (Federal Communications Commission, Para 76.605(3).)

(q) Channel Frequency Response: The channel frequency response shall be within a range of  $\pm 2\text{db}$  for all frequencies within  $-1\text{MHz}$  and  $+4\text{MHz}$  of the visual carrier frequency, (Federal Communications Commission, Para 76.605(a)(8).)

(r) Intermodulation Ratio: The system intermodulation ratio will be a minimum of  $46\text{db}$ . (Federal Communications Commission, Para 76.605 (a)(10).)

(5) In the design and construction of Grantee's CATV system, the following specifications will be met:

(a) National Electrical Safety Code, National Bureau of Standards Handbook 81, Part 2.

(b) National Electrical Code of National <sup>Board</sup> Board of Fire Underwriters.

(c) All applicable ordinances and regulations of The Cities of Champaign and Urbana and all requirements of the local power and telephone companies.

(6) The system shall have the capability for an emergency override alert whereby the City in times of crises may be able to introduce a bulletin on all channels simultaneously.

## SECTION 12. SERVICES TO BE PROVIDED BY GRANTEE

(1) The Grantee shall install, maintain and operate its system in accordance with the highest standards of the art of cable communications and in accordance with any Code of Conduct which has been adopted or shall be adopted by the National Cable Television Association.

(2) The Grantee shall render efficient service in accordance with such rules and regulations as promulgated by the Federal Communications Commission and other federal and state regulatory agencies.

- (3) The Grantee shall provide a uniform, strong signal, free from distortion and interference, and shall not interrupt services unless absolutely necessary.
- (4) The Grantee shall provide cable television services which are identical to those services which the Grantee described in the Grantee's proposal; provided, that said Grantee shall not have to provide any proposed services which have been disapproved by the Federal Communications Commission; provided further that the Grantee shall, upon petitioning the Federal Communications Commission for a certificate of compliance, request that said Grantee be allowed to provide all of those services which said Grantee has formally proposed to the City.
- (5) Said cable system shall provide one channel for carrying each of the following commercial television stations:
  - (a) WCIA-TV, channel 3 (CBS), Champaign, Illinois
  - (b) WICD-TV, channel 15 (NBC), Champaign, Illinois
  - (c) WAND-TV, channel 17 (ABC), Decatur, Illinois
  - (d) WICS-TV, channel 20 (NBC), Springfield, Illinois
  - (e) WGN-TV, channel 9 (independent), Chicago, Illinois
  - (f) WFLD-TV, channel 32 (independent), Chicago, Illinois
- (6) Said cable system shall possess the capability for carrying the signals of the following television stations when primary independent stations must be blacked out because of local station program exclusivity:
  - (a) WCIU-TV, channel 26 (independent), Chicago, Illinois
  - (b) WSNS-TV, channel 44 (independent), Chicago, Illinois
  - (c) WURD-TV, channel 40 (independent), Indianapolis, Indiana
  - (d) KPLR-TV, channel 11 (independent), St. Louis, Missouri
  - (e) KDNL-TV, channel 30 (independent), St. Louis, Missouri
- (7) Said cable system shall carry the signal of WILL-TV, channel 12 (educational) Urbana-Champaign, Illinois and, shall carry the

signals of WTTW, channel 17 (educational), Chicago, Illinois and WSIU, channel 8 (educational), Carbondale, Illinois, unless a formal protest is lodged by the local educational television authorities.

- (8) Said cable system shall provide at least one automated, 24-hour weather channel.
- (9) Said cable system shall provide at least one automated, 24-hour digital readout news channel.
- (10) Said cable system shall provide at least one channel devoted exclusively to business news and features. Said channel shall carry the automated Dow-Jones stock wire service during all business hours of the national stock exchanges. Stock information shall be cablecast on a 15-minute delay basis, as required by the Securities Exchange Commission.
- (11) Said cable system shall provide at least three channels for programming from the University of Illinois to the people of the City. Said channels shall have the technical capability of cablecasting one program to the entire city or of cablecasting different programs to different parts of the city. Said cable system shall also provide one fully equipped full color television studio and one fully equipped radio studio for use by the University of Illinois. The University of Illinois shall also have access to the use of the Grantee's remote facilities and studio vans for programs requiring said facilities. Any contract which has been or shall be entered into by the Grantee and the University of Illinois is hereby incorporated into this Ordinance.
- (12) Said cable system shall provide at least one channel for programming from Parkland College to the people of the city. Said channel shall have the technical capability of cablecasting one program to the entire city or of cablecasting different programs to different parts of the city.

- (13) Said cable system shall provide at least one channel for use by the government of the city. Said channel shall have the technical capability of cablecasting one program to the entire city or of cablecasting different programs to different parts of the city. All city buildings and facilities will be linked together by said cable system, at no charge to the City.
- (14) Said cable system shall provide at least one channel for locally produced programs.
- (15) Said cable system shall provide at least one channel for education within the City. Said channel shall have the technical capability of cablecasting one program to the entire city or of cablecasting different programs to different parts of the city.
- (16) Said cable system shall provide one fully operational channel as a non-commercial public access channel available to the public on a first-come, non-discriminatory basis. Said channel shall have the technical capability of cablecasting one program to the entire city or of cablecasting different programs to different parts of the city. Production facilities on this channel shall be made available without cost for live studio presentations of five (5) minutes or less. If such presentation exceeds five (5) minutes, fees for the use of the public access channel shall be limited to production costs attributed solely to personnel and equipment utilized in live studio presentations. This channel shall also be made available on a first-come non-discriminatory basis, without fee, to the public for cablecasting of programs prepared on video tape or film for presentation. The Grantee shall provide, at no cost to the public access users, equipment and personnel for cablecasting one-half (1/2) and one (1) inch color video tape and sixteen millimeter (16 mm) sound movie film.
- (17) Said cable system shall provide at least three channels which are reserved for leasing purposes. When not in use, said channels are to be used as additional public access, education, or government

channels, if the demand for such additional channels exists.

- (18) Said cable system shall carry the following FM radio stations and shall carry said stations in stereo when said stations broadcast in stereo:
- (a) WDWS, Champaign, Illinois
  - (b) WLRW, Champaign, Illinois
  - (c) WPGU, Urbana, Illinois
  - (d) WILL-FM, Urbana, Illinois
  - (e) WTWC, Urbana, Illinois
  - (f) WSOY-FM, Decatur, Illinois
  - (g) WIAI, Danville, Illinois
  - (h) WFMT, Chicago, Illinois
  - (i) WEFM, Chicago, Illinois
  - (j) WVON, Chicago, Illinois
- (19) Said cable system shall carry the following AM radio stations:
- (a) WDWS, Champaign, Illinois
  - (b) WCCR, Urbana, Illinois
  - (c) WILL, Urbana, Illinois
  - (d) WDAN, Danville, Illinois
  - (e) WITY, Danville, Illinois
  - (f) WDZ, Decatur, Illinois
  - (g) WSOY, Decatur, Illinois
- (20) Said cable system shall carry the following shortwave radio stations:
- (a) Voice of America
  - (b) BBC
  - (c) Foreign language stations, in as many languages as possible.
- (21) Said cable system shall carry all other radio stations which the Federal Communications Commission requires or which local interest desires.
- (22) Said cable system shall provide at least one fully equipped color



studio located within the City limits of Champaign-Urbana. This studio shall be constructed to enable preparation of simultaneous live and/or taped or filmed programming in separate facilities within the studio, and at least one studio shall provide for audience participation. Said cable system shall also provide at least one mobile unit with remote origination capability. Said studio and mobile unit shall be available to Parkland College, the government of the City, public and private educational authorities and users of the public access channel according to reasonable operating rules and regulations formulated by the Grantee in such a manner as to not unduly interfere with the cable television operations of the Grantee.

- (23) The Grantee shall provide all reasonable technical and programming assistance to all parties programming on the Grantee's cable system.
- (24) The Grantee shall make all reasonable efforts to encourage the use of its non-broadcast channels.
- (25) In the event of an emergency as declared by the Mayor, or disaster, the Grantee shall upon request of the Mayor make available its facilities to the City for emergency use during the period of such emergency or disaster and shall provide such personnel as necessary to properly operate under the circumstances.
- (26) The Grantee shall maintain an office in the City which shall be open during all usual business hours, have a listed telephone, and be so operated that complaints and requests for repairs or adjustments may be received at any time.
- (27) The Grantee shall respond to all service calls and correct malfunctions in its equipment as promptly as possible.

### SECTION 13. RATES

- (1) The Grantee shall be permitted to charge subscribers for its services rates not exceeding those set forth as follows:

- (a) For Basic Service to residential subscribers a sum not to exceed \$6.00 per month for the first outlet and the sum not to exceed \$1.50 per month for each additional outlet. Basic service shall include transformers and converters and equipment of that nature necessary to receive television or radio signals at the subscriber terminal.
  - (b) For installation, a sum not to exceed \$15.00 and for moving and reconnecting each outlet the sum not to exceed \$10.00.
  - (c) Rates for all other services to be provided over the CATV system by the Grantee shall be as set forth in the Grantee's proposal and shall be established by the City based on said proposal.
- (2) The rates and charges for television signals distributed hereunder shall be fair, reasonable and non-discriminatory. The Grantee may decrease the rates to subscribers at any time at its option. Any request for increase in rates must be approved by the City Council, and the Grantee must furnish to the Council such showing as the Council may require to substantiate the necessity for the rate increase. A public hearing shall be held at the time of any rate increase request.
- (3) The maximum rates set forth in the above schedule shall not be subject to increase through the first three years following commencement of service.
- (4) The Grantee shall provide, without charge, one outlet to each public office building, fire station, police station, library, public and parochial school, and institution of higher learning that is passed by its cable. If more than one outlet is required at any of said locations, the Grantee shall install same at the cost of time and materials only, and in no event will there be a monthly service charge at said locations.
- (5) 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 written request. Such removal shall be at no cost to the subscriber.

- (6) If service to a subscriber is unavailable for more than 48 hours, his monthly fee shall be reduced 3.3 percent for every day thereafter that service is not available. This reduction shall take effect only when the Grantee is informed of the lack of service.

#### SECTION 14. PREFERENTIAL OR DISCRIMINATORY PRACTICES PROHIBITED

The Grantee shall not as to rates, charges, service facilities, rules, regulations or any other respect make or grant any undue preference or advantage to any person or subject any person to any undue prejudice or disadvantage, provided, however, connection and service charges may be waived or modified during promotional campaigns of the Grantee.

#### SECTION 15. EMPLOYMENT PRACTICES OF THE GRANTEE

- (1) Equal Opportunity Employment: In the carrying out of the construction, maintenance and operation of his CATV system, the Grantee will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Grantee shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national

origin. The Grantee will incorporate the foregoing requirements of this paragraph in all of its contracts for work relative to construction, maintenance and operation of the CATV system, other than contracts for standard commercial supplies or raw materials, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for such work.

- (2) The Grantee shall undertake affirmative actions to hire members of minority groups and unskilled laborers and shall establish on the job training programs for said employees in all the fields and skills necessary to construct, operate, and maintain the Grantee's CATV system.
- (3) The Grantee shall, whenever possible, hire laborers who reside in the cities of Champaign, Illinois, and Urbana, Illinois.

#### SECTION 16. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAW

- (1) The Grantee shall construct, operate and maintain the CATV System subject to the supervision of all of the authorities of the City who have jurisdiction in such matters and in strict compliance with all laws and ordinances.
- (2) If at any time the powers of the City Council or any agency or official of the City are transferred by law to any other board, authority, agency or official this board, authority, agency or official shall have the power, rights and duties previously vested under this Ordinance or by law in the Council or any agency or official of the City.
- (3) Notwithstanding any other provisions of this franchise, the Grantee shall at all times comply with all laws and regulations of the state and federal government or any administrative agency thereof; provided, however, if any such state or federal law or regulation shall require the Grantee to perform any service or shall permit the Grantee to perform any service in conflict with the terms of this Ordinance or

of any law or regulation of the City, then as soon as possible following knowledge thereof, the Grantee shall notify the Mayor of the point of conflict believed to exist between such regulation or law and the laws or regulations of the City or this Ordinance. If the City Council determines that a material provision of this ordinance is affected by such subsequent action, the Council shall have the right to modify any of the provisions herein to such reasonable extent as may be necessary to carry out the full intent and purpose of this Ordinance.

(4) The Grantee <sup>agrees</sup> that it will not, and will not permit others to, undertake any surveillance of persons and will not attempt, nor cause others to undertake any studies of audience size, program utilization, set use, or similar research without the written consent of the affected persons, nor will any electronic devices be attached to the system which would serve such a function without the consent of the affected persons.

#### SECTION 17. REVOCATION OF THE FRANCHISE

- (1) In addition to all other rights and powers pertaining to the City by virtue of this Ordinance or otherwise, the City reserves the right to terminate and cancel the franchise and all rights and privileges of the Grantee hereunder in the event that the Grantee:
- (a) Violates any provision of this Ordinance, any provision of the Grantee's proposal, or any rule, order or determination of the City made pursuant to this Ordinance, except where such violation, other than of Subsection (b) below, is without fault or through excusable neglect;
  - (b) Becomes insolvent, unable or unwilling to pay its debts, or is adjudged a bankrupt;
  - (c) Attempts to evade any of the provisions of this Ordinance or practices any fraud or deceit upon the City; or
  - (d) Fails to have service available to one hundred percent (100%)

of the residential structures, which are within the City as of the date of acceptance of this Ordinance, within four years after receipt of authorization from all required governmental agencies and acceptable pole attachment agreements have been obtained by the Grantee, and on areas annexed to the City after acceptance of this Ordinance, fails to have service available within a reasonable time to 100% of the residential structures in all areas of the City where there are at least 35 residential units per line mile; provided that said four year period may be extended by the City if the Grantee is diligently pursuing construction and the delay is not caused by any fault of the Grantee or strikes, natural disaster or other occurrences over which Grantee would have no control.

- (e) Fails to sign a CATV contract with the University of Illinois by July 1, 1973. If the franchise is revoked for this reason the \$3,334 acceptance fee shall be returned to the Grantee.
- (2) Such termination and cancellation shall be by ordinance duly adopted after sixty (60) days' notice to the Grantee and shall in no way effect any of the City's rights under this Ordinance or any provision of law. In the event that such termination and cancellation depends upon a finding of fact, such finding of fact, as made by the Council, shall be reviewable under the provision of the Administrative Review Act of the State of Illinois. Before the franchise may be terminated and cancelled under this Section, the Grantee must be provided with an opportunity to be heard before the Council.
- (3) Whenever this franchise shall set forth any time for any act to be performed by or on behalf of the Grantee, such time shall be deemed of the essence and any failure of the Grantee to perform within time allotted shall always be sufficient grounds for the City to revoke this franchise.

#### SECTION 18. RESTRICTIONS AGAINST ASSIGNMENT

- (1) This franchise shall not be assigned or transferred either in whole or in part or leased, sub-let or mortgaged in any manner, nor shall title thereto either legal or equitable, or any right, interest, or property therein, pass to or vest in any person either by the act of the Grantee or by operation of law without the consent of the City Council. The granting, giving or waiving of any one or more of such consents shall

not render unnecessary any subsequent consent or consents.

- (2) The consent or approval of the City Council to any assignment, lease, transfer, sub-lease, or mortgage of this franchise shall not constitute a waiver or release of the rights of the City in and to the streets.
- (3) Nothing in this Section shall be deemed to prohibit a mortgage or pledge of the CATV System equipment or any part thereof or a leasing by the Grantee from another person of said CATV System equipment or part thereof for financing purposes or otherwise. Any such mortgage, pledge, or lease shall be subject and subordinate to the rights of the City under this contract or applicable law.

SECTION 19. RIGHTS RESERVED TO THE CITY

- (1) The right is hereby reserved to the City 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 powers; provided, that such regulations, by ordinance or otherwise, shall be reasonable and not in conflict with the rights herein granted.
- (2) In addition to the specific rights of inspection contained in this ordinance, the City shall also have the right to make such inspections as it shall find necessary to insure compliance with the terms of this Ordinance and other pertinent provisions of law.
- (3) Nothing in this Ordinance shall limit the right of the City to acquire the cable system of the Grantee through the exercise of eminent domain, condemnation proceedings or otherwise.

SECTION 20. FAILURE OF CITY TO ENFORCE THIS FRANCHISE NO WAIVER OF THE TERMS THEREOF.

The Grantee shall not be excused from complying with any of the terms and conditions of this franchise by any failure of the City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

## SECTION 21. ACCEPTANCE

- (1) This Ordinance and its terms and provisions shall be accepted by the Grantee by written instrument executed and acknowledged by it as a deed is required to be, and filed with the City Clerk within twenty (20) days after the passage of this ordinance. Such written instrument shall state and express the acceptance of this ordinance and its terms, conditions and provisions and said Grantee shall agree in said instrument to abide by, to observe and perform same, and declare that statements and recitals herein are correct and that it has made and does make this agreement, statements and admissions in this ordinance recited to have been or to be made.
- (2) This Ordinance shall take effect thirty (30) days after its final passage, provided such formal acceptance hereof, of the terms and conditions by the Grantee as herein provided in form approved by the City Attorney and the acceptance fee of Three Thousand Three Hundred and Thirty Four Dollars (\$3,334) in the form of certified or cashier's check shall both have been filed and deposited with the City Clerk within such thirty (30) days. If one or both of the aforementioned is not filed or deposited as required, this Ordinance shall not take effect but shall be void. The instrument of acceptance or an executed counterpart thereof, shall be filed for record in the office of the City Clerk at the Grantee's expense within thirty (30) days after the same is filed with the City Clerk. The recorded copies of such acceptance shall be obtained and preserved by the City Clerk.
- (3) The Grantee shall bear the publication costs of this Ordinance.

## SECTION 22. SUPERVISION OF THE GRANTEE

- (1) The Champaign-Urbana Joint Committee on CATV, composed of its current members and/or successors appointed by the Mayor, shall remain in existence as a continuing body whose purpose is to oversee the development of CATV in the City and the provision of services by



the Grantee. <sup>Said</sup> Siad committee shall work with the City Councils of Champaign and Urbana, Illinois, to insure that the terms of this Ordinance and the Grantee's proposal are carried out. Further, the Chancellor of the University of Illinois shall appoint one listener to this Committee to aid in the accomplishment of its tasks.

- (2) Said Committee may recommend to the City Council the hiring of a consultant to work with said Committee in attaining the above ends. Said consultant shall serve as a liaison between said Committee and the Grantee and shall be available by telephone and shall meet with said Committee to ensure that the provisions of this Ordinance are carried out.

#### SECTION 23. LIMITATIONS ON THE GRANTEE'S RECOURSE

- (1) Except as expressly provided in this franchise, the Grantee herein shall have no recourse whatsoever against the City for any loss, cost, or expense or damage arising out of the provisions or requirements of this franchise or because of the enforcement thereof by the City.
- (2) The Grantee expressly acknowledges that upon accepting this franchise, it did so relying upon its own investigation and understanding of the power and authority of the City to grant this franchise. By the acceptance of this franchise the Grantee agrees that it will not at any time set up against the City in any claim or proceeding any condition or term of this franchise as unreasonable, arbitrary or void or that the City had not power or authority to make such term or conditions of this franchise in their entirety.
- (3) The Grantee by acceptance of this franchise acknowledges that it has not been induced to enter into this franchise by any understanding or promise or other statement whether verbal or written by or on behalf of the City or by any other third person concerning any term or condition of this franchise not expressed herein.

- (4) The Grantee further acknowledges by acceptance of this franchise that it has carefully read the terms and conditions hereof and is willing to and does accept all reasonable risks of the meaning of such terms and conditions.

SECTION 24. TAMPERING WITH CATV EQUIPMENT

A person who wilfully or maliciously damages, or causes to be damaged, any wire, cable, conduit, apparatus or equipment of the Grantee, or who commits any act with intent to cause damage to any wire, cable, conduit, apparatus or equipment of the Grantee, or who taps, tampers with, or connects any wire or device to a wire, cable, conduit or equipment of the Grantee with intent to obtain a signal or impulse therefrom without authorization of the Grantee, shall be fined up to \$200.00.

SECTION 25. LIABILITY OF THE GRANTEE IN LIBEL ACTION

The Grantee or its agents shall not, in an action for slander or for publishing a libel, be held liable in damages for or on account of any defamatory matter uttered, telecast, cablecast, or published over the facilities of the Grantee by any person whose utterance, telecast, cablecast, or publication is not, under the provisions of any law of the United States or any regulation, ruling or order of the Federal Communications Commission, subject to censorship or control by the Grantee.

SECTION 26. ENFORCEMENT

1. If after receipt of written notice by the registered agent of the Grantee, from the City, the Grantee fails or refuses within a reasonable time to correct any violation of this Ordinance or to perform any duty or obligation imposed upon it by this Ordinance, the City may recover from the Grantee for such violation, failure or refusal to perform, a penalty of not less than \$100.00 nor more than \$500.00 in a civil action instituted in the Circuit Court. The amount of penalty shall be determined by the Court. Each day's violation, after reasonable time for correction, shall constitute a separate offense.

2. In addition to the remedies prescribed in paragraph one above, the City may seek relief by way of injunction or mandamus against the Grantee to compel observance of the requirements of this Ordinance or to prevent a failure in performance by the Grantee of any of the provisions hereof.

3. The remedies prescribed in paragraph two above shall be instituted upon a duly adopted resolution of the City Council directing the City Attorney to take appropriate action.

4. The remedies prescribed in this Section are cumulative and in addition to the penalty of revocation which is authorized by Section 17 of this Ordinance.

SECTION 27. AMENDMENT OF THE ORDINANCE

This Ordinance may be amended from time to time by Ordinance after this Ordinance has gone into effect but no such amendment shall be made without a hearing before the Champaign-Urbana Joint CATV Committee (or some other Committee or Commission designated by the City Council). Notice shall be given of the time and place of the hearing not more than thirty (30) nor less than fifteen (15) days before the hearing by publishing notice thereby at least once in a newspaper published in the municipality. Any amendment shall require an affirmative vote of a majority of the aldermen then holding office with the Mayor voting in case of a tie.

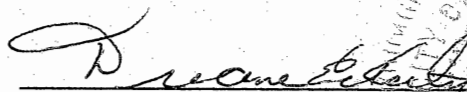
SECTION 28. SEVERABILITY

If any provision of this Ordinance or the application of such provision to any circumstance is held invalid for any reason whatsoever, the remainder of this Ordinance or the application of the provision to other circumstances, shall not be affected thereby.

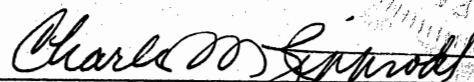
This Ordinance shall be effective as provided in Section 21 (2) above after its passage and publication as provided by law.

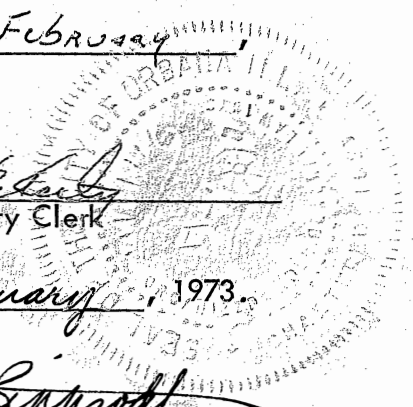
This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called of a majority of the members of the Council of the City of Urbana, Illinois, at a regular meeting of said Council on the 19th day of February, 1973.

PASSED by the City Council this 19<sup>th</sup> day of FEBRUARY, 1973.

  
\_\_\_\_\_  
Duane Eckerty, City Clerk

APPROVED by the Mayor this 27<sup>th</sup> day of February, 1973.

  
\_\_\_\_\_  
Charles M. Zippert, Mayor



CERTIFICATE OF PUBLICATION

I, Duane Eckerty, City Clerk, City of Urbana, Illinois, do herewith certify that I caused the above Ordinance to be duly published in ~~the~~ PAMPHLET FORM on the 28<sup>TH</sup> day of FEBRUARY, 1973, and a Certificate of Publication is attached hereto.

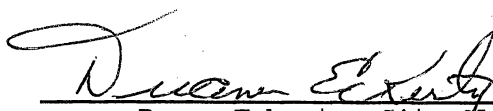
  
\_\_\_\_\_  
Duane Eckerty, City Clerk

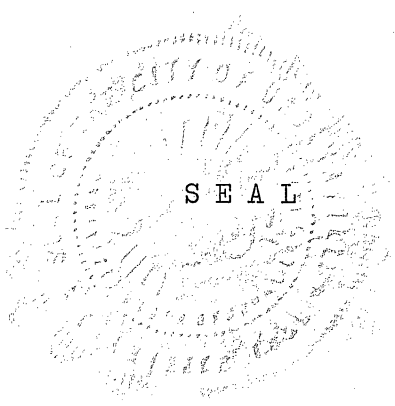
STATE OF ILLINOIS        )  
                                  )    SS.  
COUNTY OF CHAMPAIGN    )

I, DUANE ECKERTY, City Clerk of the City of Urbana, Illinois, and keeper of the records, files and seal of said City, do hereby certify that the foregoing is a true and exact copy of an ordinance entitled, "URBANA CATV FRANCHISE ORDINANCE", adopted by the City Council of the City of Urbana, Illinois, on the 19th day of February, 1973; there being present and voting in favor of said ordinance were: Aldermen Kenneth Appel, Russell Beaumont, Ruth Brookesn, Lloyd Carter, Jr., Gene Gilmore, Timothy V. Johnson, Glenn E. Lynch, Hiram Paley, Mark Reinhardt, Bernadine Stake and Frederic L. Walden.

That said ordinance was approved by the Mayor who signed the same on the 27th day of February, 1973, as appears in the records and files in my office remaining.

Given under my hand and seal of said City of Urbana, Illinois, this 28th day of February, 1973.

  
\_\_\_\_\_  
Duane Eckerty, City Clerk



3446

COPY OF ADVERTISEMENT

# Certificate of Publication

STATE OF ILLINOIS }  
Champaign County } ss.

CHAMPAIGN-URBANA COURIER, Inc., a corporation, hereby certifies that it is the publisher of THE COURIER, a daily secular newspaper of general circulation in said County, printed and published in the City of Urbana, in said County and State, and that said newspaper is a newspaper as defined in "An Act to revise the law in relation to notices," approved February 13, 1874, as amended, and that the printed notice hereto annexed and hereby made a part of this certificate has been published in said newspaper at least once each week for

one successive weeks in each and every copy and impression

thereof; that the date of the first newspaper containing said publication was Mar.

2 A.D. 19 73, and that the date of the last newspaper containing said

publication was \_\_\_\_\_ A.D. 19 \_\_\_\_\_; and that \_\_\_\_\_

Darlene L. Marshall by resolution of the Board of Directors of said CHAMPAIGN-URBANA COURIER, Inc., has been authorized to make this certificate.

IN TESTIMONY WHEREOF said CHAMPAIGN-URBANA COURIER, Inc., has caused this cer-

tificate to be executed in its name by said Darlene L. Marshall

this 2nd day of March A.D. 19 73.

CHAMPAIGN-URBANA COURIER, Inc.

Publication Fee, \$ 238.56

By *Darlene L. Marshall*

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**CERTIFICATE OF PUBLICATION**

in

**THE COURIER**

**URBANA, ILLINOIS**

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In the Matter of

Community Antenna TV System.

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Ordinance No. 7273-68

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Solicitors or  
Attorneys City Clerk

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URBANA CATV  
FRANCHISE ORDINANCE



AN ORDINANCE AMENDING ORDINANCE NO. 7273-68  
GRANTING A FRANCHISE TO CHAMPAIGN-URBANA  
COMMUNICATIONS, INC.

WHEREAS, the Urbana City Council passed Ordinance No. 7273-68 on the 19th day of February, 1973, which said Ordinance granted a franchise to construct and operate a Community Antenna Television System to Champaign-Urbana Communications, Inc. under certain terms and conditions therein set forth, and

WHEREAS, it is the desire of the Urbana City Council to amend the said Franchise Ordinance in certain respects as hereinafter set forth,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF URBANA, ILLINOIS, that:

Section 1. That Ordinance No. 7273-68 be and the same is herewith and hereby amended as follows:

A. In Subsection 1 of Section 6 ("Franchise Payments"), it is amended by repealing the first sentence thereof and substituting therefor the following:

"The Grantee shall pay to the City for the use of the streets and other facilities of the City in the operation of the CATV system and for municipal supervision thereof a fee in the amount of 3% of the annual gross receipts of the Grantee as defined in Section 3(8) herein, during the full term of the franchise granted by this Ordinance."

B. That Subsections (11), (12), and (17) of Section 12 ("Services To Be Provided By The Grantee"), are hereby repealed.

Section 2. This Ordinance shall be effective immediately upon its passage and approval by the Mayor.

Section 3. This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called of a majority of the Members of the Council of the City of Urbana, Illinois, at a regular meeting of said Council on the 21st day of October, A.D. 1974.

PASSED by the City Council this 21st day of October, 1974.

*Georgia Lee Simpson*  
\_\_\_\_\_  
Georgia Lee Simpson, Deputy City Clerk

APPROVED by the Mayor this 21 day of October, 1974.

*Hiram Paley*  
\_\_\_\_\_  
Hiram Paley, Mayor