

ORDINANCE NO. 9394-69

AN ORDINANCE AMENDING CHAPTER TWENTY-FOUR OF THE CODE OF
ORDINANCES, CITY OF URBANA, ILLINOIS REGULATING CABLE TELEVISION

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

Section 1. That Article IV, entitled "Cable Television
Franchises", Sections 24-61 through 24-120 is hereby added to
Chapter 24, entitled "Utilities", of the Code of Ordinances, City
of Urbana, Illinois, as follows:

ARTICLE IV. CABLE TELEVISION FRANCHISES

Sec. 24-61. Intent.

A. The City of Urbana, pursuant to applicable Federal and
State law and its Home Rule powers under the 1970 Illinois
Constitution, is authorized to grant nonexclusive franchises to
construct, operate, maintain and reconstruct cable television
systems within the City limits.

B. The City Council finds that the development of cable
television and communications systems has the potential of having
great benefit and impact upon the residents of Urbana. Because
of the complex and rapidly changing technology associated with
cable television, the City Council further finds that the public
convenience, safety and general welfare can best be served by
establishing regulatory powers which should be vested in the City
or such persons as the City may designate. It is the intent of
this Article and subsequent amendments to provide for and specify
the means to attain the best possible cable television service to
the public and any franchise agreement entered into pursuant to
the Article shall be deemed to include this as an integral
finding thereof.

Sec. 24-62. Definitions.

For the purposes of this Article, the following terms,
phrases, words and their derivations shall have the meaning given
herein. 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. Words not
defined shall be given their common and ordinary meaning.

A. "Basic Cable Service" means any service tier which
includes the retransmission of local television broadcast
signals.

B. "Cable Television System" or "System", also referred to as "Cable Communications System" or "Cable System", means a facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment, that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include:

(1) A facility that serves only to transmit television signals of one (1) or more television broadcast stations.

(2) A facility that serves only subscribers in one (1) or more multiple unit dwellings under common ownership, control, or management, unless such facility uses any public rights-of-way.

(3) A facility of a common carrier, except that such facility shall be considered a cable system to the extent such facility is used in the transmission of video programming directly to subscribers; or

(4) Any facilities of any electric utility used solely for operating its electric utility system.

C. "Cable Service" means:

(1) The one-way transmission to subscribers of video programming or other programming service; and

(2) Subscriber interaction, if any, which is required for the selection of such video programming or other programming service.

D. "Channel" or "Cable Channel" means a portion of the electromagnetic frequency spectrum which is used in a cable system which is capable of delivering a television channel as defined by the Federal Communications Commission.

E. "Council" means the City Council of the City Of Urbana.

F. "Days" means calendar days unless otherwise specifically set forth herein.

G. "Franchise" means an initial authorization, or renewal thereof, approved by the City Council, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a cable system.

H. "Franchise Agreement" means a contractual agreement, containing specific provisions for the rights granted, including references, specifications, requirements and other related matters.

I. "Franchise Fee" means any tax, fee or assessment of any kind imposed by a franchising authority on a Grantee or a cable subscriber, or both, solely because of their status as such. The term "franchise fee" does not include

(1) Any tax, fee or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and cable operators or their services, but not including a tax, fee or assessment which is unduly discriminatory against cable operators or cable subscribers);

(2) Capital costs which are required by the franchise to be incurred by Grantee for public, educational, or governmental access facilities;

(3) Requirements or charges incidental to the awarding or enforcing of the franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages; or

(4) Any fee imposed under Title 17, United States Code.

J. "Grantee" means any "person" entering into a franchise agreement pursuant to this Article and its lawful successor, transferee or assignee.

K. "Grantor" or "City" means the City of Urbana or any authorized agent acting within the scope of its jurisdiction

L. "Gross Annual Revenues" means the annual gross receipts, in cash or services, received by a Grantee from all sources of operations of the Cable Television System within the City, including the University of Illinois at Urbana-Champaign, utilizing the public streets and rights-of-way in order to deliver cable service and such other services as may be permitted by law which Grantee chooses to provide, excluding refundable deposits, rebates or credits to subscribers, except that any sales, excise or other taxes or charges collected for direct pass-through to local, State or Federal government, shall not be included, unless preempted by action of the Federal Communications Commission or any other cognizant federal or state agency.

M. "Initial Service Area" means the area of the City which will receive service initially, as set forth in any franchise agreement.

N. "Installation" means the connection of the system to subscribers' terminals, and the provision of service.

O. "Person" means an individual, partnership, association, joint stock company, trust, corporation or governmental entity.

P. "Public, Educational or Government Access Facilities" or "PEG Access Facilities" means:

(1) Channel capacity designated for noncommercial public, educational, or government use; and

(2) Facilities and equipment owned by the Grantor or by any third-party person or entity who Grantor has an agreement with, excluding the Grantee, for the use of such channel capacity.

Q. "Section" means any section, subsection or provision of this Article.

R. "Service Area" or "Franchise Area" means the entire geographic area within the City as it is now constituted or may in the future be constituted, unless otherwise specified in the franchise agreement.

S. "Service Tier" means a category of cable service or other services provided by cable operator and for which a separate rate is charged by the cable operator.

T. "State" means the State of Illinois.

U. "Street" means each of the following which have been dedicated to the public or are hereafter dedicated to the public and maintained under public authority or by others and located within the City limits: streets, roadways, highways, avenues, lanes, alleys, sidewalks, easements, rights-of-way and similar public property and areas that the Grantor shall permit to be included within the definition of street from time to time.

V. "Subscriber" means any person who or which elects to subscribe to, for any purpose, a service provided by the Grantee by means of or in connection with the cable system, and who pays the charges therefore.

Sec. 24-63. Rights to install and operate.

Any agreement entered into by the City under the provisions of this Article shall be limited to the following purposes:

A. To engage in the business of providing cable service and such other services as may be permitted by law, which Grantee chooses to provide to subscribers within the designated service area.

B. To erect, install, construct, repair, rebuild, reconstruct, replace, maintain, and retain, cable lines, related electronic equipment, supporting structures, appurtenances, and other property in connection with the operation of the cable system ("Franchise properties") in, on, over, under, upon, along and across streets or other public places under the jurisdiction and control of the City within the service area designated in the franchise agreement.

C. To maintain and operate said franchise properties for the origination, reception, transmission, amplification, and distribution of television and radio signals and for the delivery of cable services, and such other services as may be permitted by law, which Grantee chooses to provide.

D. To set forth the obligations of a Grantee under the franchise agreement.

Sec. 24-64. Franchise agreement required.

A. It shall be unlawful for any person to construct, install or operate a cable television system in the City within any public street without the consent of the City, evidenced by a written franchise agreement consistent with the provisions of this Article.

B. Any person found in violation of this section shall be fined not less than \$200 nor more than \$500.00. Each day that a violation occurs or continues shall constitute a separate offense.

Sec. 24-65. Term.

A. Any rights granted under a franchise agreement shall be for a term established in such franchise agreement, commencing on the Grantor's adoption of a resolution approving the franchise agreement.

B. Any rights granted under a franchise agreement may be renewed upon application by the Grantee pursuant to the provisions of applicable State and Federal law and of this Article.

Sec. 24-66. Federal or state jurisdiction.

This Article shall be construed in a manner consistent with all applicable Federal and State laws, and shall apply to all franchise agreements entered into or renewed after the effective date of this Article to the extent permitted by applicable law.

Sec. 24-67. Nonexclusivity

Any rights granted by a franchise agreement shall be nonexclusive. The Grantor specifically reserves the right to enter into, at any time, such additional franchise agreements for a cable television system or any component thereof, as it deems appropriate, subject to applicable State and Federal law.

Sec. 24-68. Multiple franchise agreements.

Grantor in considering whether to enter into multiple franchise agreements may consider the requirements of applicable law and specific local considerations, such as:

(A) The capacity of the public rights-of-way to accommodate multiple cables in addition to the cables, conduits and pipes of the utility systems, such as electrical power, telephone, gas and sewerage.

(B) The benefits that may accrue to cable subscribers as a result of cable system competition, such as lower rates and improved service.

(C) The disadvantages that may result from multiple franchise agreements, such as the requirement for multiple pedestals on residents' property, and the disruption arising from numerous excavations of the rights-of-way.

Sec. 24-69. Applications.

Any person desiring to enter into an initial franchise agreement covering the construction and operation of a cable television system shall file an application with the City. A reasonable nonrefundable application fee established by the City shall accompany the application to cover all costs associated with processing and reviewing the application, including without limitation costs of administrative review, financial, legal and technical evaluation of the applicant, consultants (including technical and legal experts and all costs incurred by such experts), notice and publication requirements with respect to the consideration of the application and document preparation expenses. In the event such costs exceed the application fee, the selected applicant(s) shall pay the difference to the City within thirty (30) days following receipt of an itemized statement of such costs.

Sec. 24-70. Applications - Contents.

An application for an initial franchise agreement for a cable television system shall contain, where applicable:

A. Resume of prior history of applicant, including the expertise of applicant in the cable television field;

B. List of the partners, general and limited, of the applicant, if a partnership, or the percentage of stock owned or controlled by each stockholder, if a corporation;

C. List of officers, directors and managing employees of applicant, together with a description of the background of each such person;

D. The names and addresses of any parent or subsidiary of applicant or any other business entity owning or controlling applicant in whole or in part, or owned or controlled in whole or in part by applicant;

E. A current financial statement of applicant verified by a Certified Public Accountant audit or otherwise certified to be true, complete and correct to the reasonable satisfaction of the City;

F. Proposed construction and service schedule;

G. Any reasonable additional information that the City deems applicable.

Sec. 24-71. Consideration of initial applications.

A. Upon receipt of any application for entry into an initial franchise agreement, the City's Chief Administrative Officer shall prepare a report and make recommendations respecting such application to the City Council.

B. A public hearing shall be set prior to entering into any initial franchise agreement, at a time and date approved by the Council. The Council may enter into, or decline to enter into, any agreement.

Sec. 24-72. Renewal.

Franchise agreement renewals shall be in accordance with applicable law. Grantor and Grantee, by mutual consent, may enter into renewal negotiations at any time during the term of a franchise agreement.

Sec. 24-73 Minimum consumer protection and service standards.

A. Except as otherwise provided in a franchise agreement, Grantee shall maintain an office or offices within the corporate limits of the City of Champaign or the City of Urbana to provide the necessary facilities, equipment and personnel to comply with the following consumer protection and service standards under normal conditions of operations:

(1) Sufficient toll-free telephone line capacity during normal business hours to assure that a minimum of ninety-five percent (95%) of all calls will be answered before the fourth (4th) ring and ninety percent (90%) of all

callers for service will not be required to wait more than thirty (30) seconds before being connected to a service representative.

(2) Emergency telephone line capacity on a twenty-four (24) hour basis, including weekends and holidays.

(3) The business and service office or offices shall be open during normal business hours at least eight (8) hours daily, and at least four (4) hours weekly on evenings or weekends, and adequately staffed to accept subscriber payments and respond to service requests and complaints.

(4) An emergency system maintenance and repair staff, capable of responding to and repairing major system malfunction on a twenty-four (24) hour per day basis.

(5) An installation staff, capable of installing service to any subscriber within seven (7) days after receipt of a request, in all areas where trunk and feeder cable have been activated.

(6) At the subscriber's request, Grantee shall schedule, within a specified four (4) hour time period, all appointments with subscribers for installation of service.

B. Grantee shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Scheduled interruptions, insofar as possible, shall be preceded by notice and shall occur during a period of minimum use of the cable system, preferably between midnight and six A.M. (6:00 A.M.).

C. The Grantee shall maintain a repair force of technicians normally capable or responding to subscriber requests for service within the following time frames:

(1) For system outage: Within two (2) hours, including weekends, of receiving subscriber calls or requests for service which by number identify a system outage of sound or picture of one (1) or more channels, affecting at least ten percent (10%) of the subscribers of the system.

(2) For an isolated outage: Within twenty-four (24) hours, including weekends, of receiving requests for service identifying an isolated outage of sound or picture for one (1) or more channels that affects three (3) or more subscribers. On weekends, an outage affecting fewer than three (3) subscribers shall result in a service call no later than the next business day.

(3) For inferior signal quality: Within forty-eight (48) hours, excluding weekends and holidays, of receiving a request for service identifying a problem concerning picture or sound quality.

Grantee shall be deemed to have responded to a request for service under the provisions of this Section when a technician arrives at the service location and begins work on the problem. In the case of a subscriber not being home when the technician arrives, the technician shall leave written notification of arrival. Three (3) successive subscriber failures to be present at an appointed time shall excuse Grantee of duty to respond.

Grantee shall not charge for the repair or replacement of defective equipment provided by Grantee to subscribers.

D. Unless excused, Grantee shall determine the nature of the problem within forty-eight (48) hours of beginning work and resolve all cable system related problems within five (5) business days unless technically infeasible.

E. Upon subscriber request, Grantee shall provide appropriate rebates to said subscriber whose service has been interrupted for four (4) or more hours.

F. Upon reasonable notice, Grantee shall establish its compliance with any or all of the standards required above. Grantee shall provide sufficient documentation to permit Grantor to verify the compliance.

G. A repeated and verifiable pattern of noncompliance with the consumer protection standards of A-E above, after Grantee's receipt of due notice and an opportunity to cure, may be deemed a material breach of a franchise agreement.

H. No later than sixty (60) days after the effective date of any franchise agreement or renewal, Grantee shall establish written procedures for receiving, acting upon and resolving subscriber complaints without intervention by the Grantor. The written procedures shall prescribe the manner in which a subscriber may submit a complaint either orally or in writing specifying the subscriber's grounds for dissatisfaction. Grantee shall file a copy of these procedures with Grantor.

I. Upon initial installation of service, and at least once annually thereafter, Grantee shall provide to each subscriber a summary of the minimum consumer protection and service standards set forth in subsections A through E above.

J. Grantor shall have the right to review Grantee's response to subscriber complaints in order to determine Grantee's compliance with any franchise agreement requirements, subject to the subscriber's right to privacy.

K. It shall be the right of all subscribers to continue receiving service insofar as their financial and other obligations to the Grantee are honored. In the event that the Grantee elects to rebuild, modify, or sell the system, or the Grantor gives notice of intent to terminate or not to renew the franchise agreement, the Grantee shall act so as to ensure that all subscribers receive service so long as the franchise agreement remains in force.

L. In the event of a change of control of Grantee, or in the event a new operator acquires the system, the original Grantee shall cooperate with the Grantor, new Grantee or operator in maintaining continuity of service to all subscribers. During such period, Grantee shall be entitled to the revenues for any period during which it operates the system.

M. In the event Grantee fails to operate the system for seven (7) consecutive days without approval of the Grantor, the Grantor may, at its sole option, operate the system or designate an operator until such time as Grantee restores service under conditions acceptable to the Grantor or a permanent operator is

selected. If the Grantor should fulfill this obligation for the Grantee, then during such period as the Grantor fulfills such obligation, the Grantor shall be entitled to collect all revenues from the system, and the Grantee shall indemnify the Grantor against any damages incurred by the Grantor as a result of such failure.

N. All officers, agents or employees of Grantee or its contractors or subcontractors who, in the normal course of work come into contact with members of the public or who require entry onto subscribers' premises shall carry a photo-identification card in a form approved by Grantor. Grantee shall account for all identification cards at all times. Every vehicle of the Grantee or its major subcontractors used in the construction, maintenance or service of the cable system shall be clearly identified as working for Grantee.

Sec. 24-74. Additional service standards.

Additional service standards and standards governing consumer protection and response by Grantee to subscriber complaints not otherwise provided for in this Article may be established in the franchise agreement, and Grantee shall comply with such standards in the operations of the cable television system.

Sec. 24-75. Franchise fee.

A. The Grantee shall pay to the Grantor a franchise fee in the amount set forth in the franchise agreement.

B. The Grantor, on an annual basis, shall be furnished a statement within sixty (60) days of the close of the calendar year reflecting the total amounts of gross receipts and all payments, deductions and computations for the period covered by the payment. The annual statements shall be certified by an independent Certified Public Accountant once every two years at Grantee's expense. Upon thirty (30) days prior written notice, Grantor shall have the right to conduct an independent audit of Grantee's records, in accordance with Generally Accepted Accounting Procedures, and if such audit indicates a franchise fee underpayment of two percent (2%) or more, the Grantee shall assume all reasonable costs of such as audit.

C. Except as otherwise provided by law, no acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for further or additional sums payable as a franchise fee under this ordinance or for the performance of any other obligation of the Grantee.

D. In the event that any franchise payment or recomputed amount is not made on or before the dates specified in the franchise agreement, Grantee shall pay as additional compensation:

(1) An interest charge, computed from such due date, at an annual rate equal to the national prime lending rate plus one percent (1%) as published in the Wallstreet Journal during the period for which payment was due; and

(2) If the payment is more than thirty (30) days overdue, and if the Grantee fails to make payment within ten (10) days after receipt of a written notice from the Grantor, then a sum of money equal to five percent (5%) of the amount due in order to defray those additional expenses and costs incurred by the Grantor by reason of delinquent payment.

E. Franchise fee payments shall be made in accordance with the schedule indicated in the franchise agreement.

Sec. 24-76. Design and construction requirements.

A. Grantee shall not construct any cable system facilities until Grantee has secured the necessary permits from Grantor, or other cognizant public agencies.

B. In those areas of the City where transmission lines or distribution facilities of the public utilities providing telephone and electric power service are underground, the Grantee likewise shall construct, operate and maintain its transmission and distribution facilities therein underground.

C. In those areas of the City where the Grantee's cables are located on the above-ground transmission or distribution facilities of the public utility providing telephone or electric power service, and in the event that the facilities of both such public utilities subsequently are placed underground, then the Grantee likewise may be required by the Grantor to reconstruct, operate and maintain its transmission and distribution facilities underground, and the cost of said reconstruction shall be allocated on the same terms and conditions that apply to public utilities providing telephone or electric power service. Certain of Grantee's equipment, such as pedestals, amplifiers and power supplies, which normally are placed above ground, may continue to remain in above-ground enclosures, unless otherwise provided in the franchise agreement.

D. Any changes in or extensions of any poles, anchors, wires, cables, conduits, vaults, laterals or other fixtures and equipment (herein referred to as "structures"), or the construction of any additional structures, in, upon, along, across, under or over the streets, alleys and public ways shall be made under the direction of Grantor's City Engineer or a designee, who shall, if the proposed change, extension or construction conforms to the provisions hereof issue written permits therefor. The height above public thoroughfares of all aerial wires shall conform to the requirements of the Illinois Commerce Commission or other regulatory body having jurisdiction thereof.

(1) All transmission and distribution structures, lines and equipment erected by the Grantee 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 or City installations or facilities.

(2) In the event that any property or improvement of the Grantor in the public rights of way is disturbed or damaged by the Grantee or any of its contractors, agents or employees in connection with undertaking any and all work pursuant to the right granted to the Grantee pursuant to this Agreement, the Grantee shall promptly, at the Grantee's sole cost and expense, use reasonable efforts to restore as nearly as practicable to their former condition said property or improvement which was so disturbed or damaged, and in the event that any such property or improvement shall at any later time become uneven, unsettled or otherwise require restoration, repair or replacement because of such disturbance or damage by the Grantee, then the Grantee, as soon as climatic conditions will permit, shall, promptly, upon receipt of notice from the Grantor and at the Grantee's sole cost and expense, restore as nearly as practicable to their former condition said property or improvement which was disturbed or damaged. Any such restoration by the Grantee shall be made to the satisfaction of the City Engineer or his/her designee. If the Grantee fails to use reasonable efforts to restore as required by this Section within ten (10) days after receipt of written notice from the Grantor, the Grantor may undertake such restoration, and if so, the Grantee shall pay to the Grantor all costs of such restoration, within fifteen (15) days after the receipt of an itemization of such costs.

(3) Prior to commencing any work in the public rights of way, the Grantee shall obtain any and all permits lawfully required by such Grantor codes and ordinances of general application for such work. In the event that emergency work may be required by the Grantee, however, the Grantee shall obtain any and all such permits issued by the City within three (3) work days after the beginning of such emergency work.

(4) There shall be no unreasonable or unnecessary obstruction of the public rights of way by the Grantee in connection with any of the work herein provided for, and the Grantee shall maintain such barriers, signs and warning signals during any such work performed on or about the public rights of way or adjacent thereto as may be necessary to reasonably avoid injury or damage to life and property and as otherwise provided for in the Uniform Manual of Traffic Control Devices of the State of Illinois, as such Manual may, from time to time, be in effect, or any successor provisions.

(5) If at any time during the period of the franchise agreement the Grantor shall lawfully elect to alter or change the grade or location of any street, alley or other public rights of way, the Grantee shall, upon reasonable notice by the Grantor, remove, relay and relocate its poles, wires, cables, underground conduits, manholes and other fixtures at its own expense, and in each instance comply with the requirements of the Grantor.

(6) The Grantee shall not place poles, conduits or other fixtures above or below ground where the same will interfere with any gas, electric, telephone fixtures, water hydrants or other utility, and all such poles, conduits or other fixtures placed in any street shall be so placed as to comply with all ordinances of the Grantor.

(7) The Grantee may be required by the Grantor to permit joint use of any Grantee-owned poles located in the streets, alleys or other public rights of way, by utilities insofar as such joint use may be reasonably practicable and upon payment of reasonable rental therefore.

(8) The Grantee shall, on request of any person holding a moving permit issued by the Grantor, 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.

(9) The Grantee shall have the authority, except when in conflict with existing Grantor ordinances, to trim any trees upon and overhanging the streets, alleys, sidewalks and public places 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 Grantor, such trimming may be done by it, or under its supervision and direction, at the expense of the Grantee.

Sec. 24-77. Technical standards.

A. The Grantee shall construct, install, operate and maintain its system in a manner consistent with all applicable laws, ordinances, construction standards, governmental requirements, FCC technical standards, and any detailed standards set forth in its franchise agreement. In addition, the Grantee shall provide to the Grantor, upon request, a written report of the results of the Grantee's periodic proof of performance tests conducted pursuant to FCC and franchise agreement standards and guidelines.

B. Repeated and verified failure to maintain specified technical standards shall constitute a material breach of the franchise agreement.

Sec. 24-78. Hold harmless.

Grantee shall indemnify, defend and hold Grantor, its officers, agents and employees harmless from any liability, claims, damages, costs or expenses, to the extent provided in the franchise agreement.

Sec. 24-79. Insurance.

A. On or before commencement of franchise operations, the Grantee shall obtain policies of liability, Workers' Compensation and property insurance from appropriately qualified insurance companies. The Grantee shall maintain such insurance for the term of the franchise agreement.

B. The policy of liability insurance shall:

(1) Be issued to Grantee and include Grantor, its officers, agents and employees as additional insureds;

(2) Indemnify for all liability for personal and bodily injury death and damage to property arising from activities conducted and premises used pursuant to this Article by providing coverage therefor, including but not limited for:

(a) Negligent acts or omissions of Grantee and its agents, servants and employees, committed in the conduct of franchise operations, and/or

(b) Use of motor vehicles;

(3) Provide a combined single limit for comprehensive general liability and comprehensive automobile liability insurance in the amount provided for in the franchise agreement. Such insurance policy shall be subject to review by Grantor's legal counsel at Grantee's premises where the policies are located; and

(4) Be noncancellable without thirty (30) days prior written notice thereof directed to Grantor.

C. The following endorsements shall be attached to the liability policy:

(1) The policy shall cover on an "occurrence" basis.

(2) The policy shall cover Personal Injury as well as Bodily Injury and Death.

(3) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.

(4) Broad Form property damage liability shall be afforded.

(5) The Grantor shall be included as an additional insured on the policy.

(6) The certificate shall state that the coverage is primary insurance and that no other insurance effected by the Grantor will be called upon to contribute to a loss under this coverage.

(7) The endorsement shall state that the policy shall not be canceled without thirty (30) days notice of such cancellation given to the Grantor.

D. The policy of Workers' Compensation Insurance shall comply with the laws of the State of Illinois.

E. The policy of property insurance shall provide fire insurance with extended coverage on the property used by Grantee in the conduct of franchise operations in an amount adequate to enable Grantee to resume franchise operations following the occurrence of any risk covered by this insurance.

F. Grantee shall file with Grantor prior to commencement of franchise operations a certificate of insurance for each of the required policies executed by the company issuing the policy or by a broker authorized to issue such a certificate, certifying that the policy is in force and providing the following information with respect to said policy:

- (1) The policy number;
 - (2) The date upon which the policy will become effective and the date upon which it will expire;
 - (3) The names of the named insureds and any additional insured required by the franchise agreement;
 - (4) The subject of the insurance;
 - (5) The type of coverage provided by the insurance;
- and
- (6) The amount or limit of coverage provided by the insurance.

If the certificate of insurance does not provide all of the above information, Grantor reserves the right to inspect the relevant insurance policies.

G. Any self-insured retentions must be declared to and approved by Grantor. At the option of Grantor, insurer shall reduce or eliminate such self-insured retention as respects Grantor, its officers and employees or Grantee shall procure a bond guaranteeing payment of losses and related investigation, claims, administration and defense expenses of the Grantor.

H. Conduct of franchise operations shall not commence until Grantee has complied with the aforementioned provisions of this Section.

I. In the event Grantee fails to maintain any of the above-described policies in full force and effect, Grantor shall, upon forty-eight (48) hours notice to Grantee, have the right to procure the required insurance and recover the cost thereof from Grantee. Grantee shall also have the right to suspend the rights granted under the franchise agreement during any period that Grantee fails to maintain said policies in full force and effect.

J. In order to account for increases in consumer prices, no more than once during any five (5) year period, Grantor shall have the right to order Grantee to increase the amounts of the insurance provided in the franchise agreement. Increases in insurance coverage shall be based upon current prudent business practices of like enterprises involving the same or similar risks.

Sec. 24-80. Records required and Grantor's right to inspect.

A. Grantee shall at all times maintain:

(1) A record of all service calls and interruptions or degradation of service experienced for the preceding two (2) years, provided that such complaints result in or require a service call, subject to the subscriber's right of privacy.

(2) A full and complete set of plans, records and "as-built" maps showing the locations of the cable television system installed or in use in the City, exclusive of subscriber service drops and equipment provided in subscriber's residential dwelling units.

(3) If requested by Grantor, a summary of service calls, identifying the number, general nature and disposition of such calls, on a monthly basis. A summary of such service calls shall be submitted to the Grantor within thirty (30) days following any Grantor request, in a form reasonably acceptable to the Grantor.

B. The Grantor may make reasonable requests for additional information, records and documents from time to time, provided they reasonably relate to the scope of the City's rights under this Article or the Grantee's franchise agreement.

C. Upon reasonable notice, and during normal business hours, Grantee shall permit examination by any duly authorized representative of the Grantor, of all franchise property and facilities, together with any appurtenant property and facilities of Grantee situated within or without the City, and all records relating to the franchise agreement, provided they are necessary to enable the Grantor to carry out its regulatory responsibilities under this Article or the franchise agreement. Grantee shall have the right to be present at any such examination. Any records requested by the Grantor shall be made available within thirty (30) days after Grantee receives the request.

Sec. 24-81. Filing of "as-built" maps with Grantor.

The Grantee shall annually file with the Grantor's Director of Public Works an accurate copy of "as-built" maps of the location and character of all existing installations of the cable television system over, upon or under the Grantor's right-of-ways. Within three months of any substantial changes or additions to the existing installations of the cable television system, Grantee shall file an updated copy of the "as-built" maps with the Grantor's Director of Public Works. The maps required by this section shall conform to the requirements of the Director of Public Works, which may require an electronic format compatible with or convertible to the Grantor's automated mapping standards, provided that the cost of compliance is reasonable and customary.

Sec. 24-82. Annual reports.

Within ninety (90) days after the end of the calendar year, Grantee shall submit a written annual report to Grantor, if requested, with respect to the preceding calendar year in a form approved by Grantor, which may include, but not be limited to, the following information:

A. A summary of the previous year's (or in the case of the initial reporting year, the initial year's) activities in development of the cable system, including but not limited to, services begun or discontinued during the reporting year;

B. A list of Grantee's officers, members of its board of directors, and other principals of Grantee;

C. A list of stockholders or other equity investors holding five percent (5%) or more of the voting interest in Grantee;

D. An indication of any residential dwelling units in Grantee's service area where service is not available, and a schedule for providing service;

E. Information as to the number of residential dwelling units passed, subscribers, additional television outlets, and the number of basic and pay subscribers.

F. Any other information relevant to franchise agreement regulation which the Grantor shall reasonably request, and which is relevant to its regulatory responsibilities.

Sec. 24-83. Copies of federal and state communications.

Upon request, Grantee shall submit to Grantor copies of all pleadings, applications and reports submitted by Grantee to, as well as copies of all decisions, correspondence and actions by, any Federal, State or local court, regulatory agency, or other governmental body which are non-routine in nature and which will materially affect its cable television operations within the franchise area. Information otherwise confidential by law and so designated by Grantee, which is submitted to Grantor, shall be retained in confidence by Grantor and its authorized agents and shall not be made available for public inspection. To the extent possible, Grantee will provide Grantor with summaries of any required documents or copies thereof with trade secrets and proprietary matters deleted therefrom.

Sec. 24-84. Public reports.

Upon Grantor request, if Grantee is publicly held, a copy of each Grantee's annual and other periodic reports and those of its parent, shall be submitted to Grantor within forty-five (45) days of its issuance.

Sec. 24-85. Complaint report and opinion survey.

Upon request of the Grantor, but not more than once annually, the Grantee shall conduct a subscriber satisfaction survey pertaining to quality of service, which may be transmitted

to subscribers in Grantee's invoice for cable services. The results of such survey shall be provided to the Grantor on a timely basis. The cost of such survey shall be borne by the Grantee.

Sec. 24-86. Privacy report.

Upon Grantor's request, but no more than annually, Grantee shall submit to Grantor a report indicating the degree of compliance with the provisions contained in Section 24-98 herein and all steps taken to assure that the privacy rights of individuals have been protected.

Sec. 24-87. Reports - General.

A. All reports required under this Article, except those required by law to be kept confidential, shall be available for public inspection in the Grantor's offices during normal business hours.

B. All reports and records required under this Article shall be furnished at the sole expense of Grantee, except as otherwise provided in this Article or the franchise agreement.

C. The willful refusal, failure, or neglect of Grantee to file any of the reports required as and when due under this Article, may be deemed a material breach of the franchise agreement if such reports are not provided to Grantor within thirty (30) days after written request to the Grantee therefor, and may subject the Grantee to all remedies, legal or equitable, which are available to Grantor under the franchise agreement or otherwise.

D. Any materially false or misleading statement or representation made knowingly and willfully by the Grantee in any report required under this Article or under the franchise agreement may be deemed a material breach of the franchise and may subject Grantee to all remedies, legal or equitable, which are available to Grantor under the franchise agreement or otherwise.

Sec. 24-88. Annual review of system performance.

Each year throughout the term of the franchise agreement, if requested by the Grantor, Grantor and Grantee shall meet publicly to review system performance and quality of service.

The various reports required pursuant to this Article, results of technical performance tests, the record of subscriber complaints and Grantee's response to complaints, and the information acquired in any subscriber surveys, shall be utilized as the basis for review. In addition, any subscriber may submit comments or complaints during the review meetings, either orally or in writing, and these shall be considered. Within thirty (30) days after conclusion of system performance review meeting, Grantor may issue findings with respect to the cable system's compliance with the franchise agreement and quality of service.

If Grantor determines that Grantee is not in compliance with the requirements of this Article or the franchise agreement,

Grantor may direct Grantee to correct the areas on noncompliance within a reasonable period of time. Failure of Grantee, after due notice, to correct the areas of noncompliance within the period specified therefor or to commence compliance within such period and diligently achieve compliance thereafter, shall be considered a material breach of the franchise agreement, and Grantor may exercise any remedy within the scope of this Article and the franchise agreement considered appropriate.

Sec. 24-89. Special review of system performance.

When there have been complaints made or where there exists other evidence which, in the judgment of the Grantor, casts reasonable doubt on the reliability or quality of cable service to the effect that the Grantee is not in compliance with the requirements of this Article or its franchise agreement, the Grantor shall have the right to compel the Grantee to test, analyze and report on the performance of the system in order to protect the public against substandard cable service. Grantor may not compel Grantee to provide such tests or reports unless and until Grantor has provided Grantee with at least thirty (30) days notice of its intention to exercise its rights under this Section and has provided Grantee with an opportunity to be heard prior to its exercise of such rights. Such test or tests shall be made and the report shall be delivered to the Grantor no later than thirty (30) days after the Grantor notifies the Grantee that it is exercising such right, and shall be made at Grantee's sole cost. However, if Grantor compels Grantee to do any such test more than once during any twelve month period and the results of the subsequent test indicate that Grantee is in compliance with the requirements of this Chapter and the franchise agreement, then the test shall be at Grantor's cost. Such report shall include the following information: The nature of the complaints which precipitated the special tests, what system component was tested, the equipment used and procedures employed in said testing, the results of such tests, and the method by which such complaints were resolved. Any other information pertinent to the special test shall be recorded.

Sec. 24-90. Special evaluation sessions.

The Grantor may hold special evaluation sessions at any time during the term of a franchise agreement, provided such sessions are held no more often than once every three (3) years. The Grantee shall be notified of the place, time and date thereof and the topics to be discussed. Such sessions may be open to the public and advertised in a newspaper of general circulation at least thirty (30) days before each session. The sessions may include an evaluation of any items considered relevant to the cable system, the subscribers and the City. Either the Grantor or the Grantee may propose items for discussion or evaluation.

Sec. 24-91 Grantor's power to terminate.

Grantor may terminate any franchise agreement and rescind all rights and privileges associated with it in the following circumstances, each of which shall represent a default by Grantee and a material breach of the franchise agreement:

A. If Grantee shall default in the performance of its material obligations under this Article or the franchise agreement and shall continue such default after receipt of due notice and reasonable opportunity to cure the default;

B. If Grantee shall fail to provide or maintain in full force and effect the insurance coverage or security fund as required in the franchise agreement;

C. If Grantee shall violate any order or ruling of any regulatory body having jurisdiction over the Grantee relative to the Grantee's franchise agreement, unless such order or ruling is being contested by Grantee by appropriate proceedings conducted in good faith;

D. If Grantee practices any fraud or deceit upon Grantor;

E. If Grantee becomes insolvent, unable or unwilling to pay its debts, or is adjudged a bankrupt.

The termination of the franchise agreement shall not affect any right of Grantor to pursue any remedy under the franchise agreement or any provision of law.

Sec. 24-92. Procedure for remedying violations.

Prior to imposing any remedy or other sanction against Grantee, Grantor shall give Grantee notice and opportunity to be heard on the matter, in accordance with the following procedures:

A. Grantor shall first notify Grantee of the violation in writing by personal delivery or certified mail, return receipt requested, and demand correction within a reasonable time, which shall not be less than ten (10) days in the case of the failure of the Grantee to pay any sum or other amount due the Grantor under this Article or the Grantee's franchise agreement and thirty (30) days in all other cases. Said notice shall specify the violations alleged to have occurred.

B. If Grantee fails to correct the violation within the time prescribed or if Grantee fails to commence correction of the violation within the time prescribed and diligently remedy such violation thereafter, the Grantor shall then give written notice of not less than ten (10) days of a meeting with the Chief Administrative Officer of the City, or a delegate. Said notice shall specify the violations alleged to have occurred.

C. At the meeting, the Chief Administrative Officer shall hear and consider all relevant information presented by the Grantee.

D. In the event the Chief Administrative Officer finds that the Grantee has corrected the violation or has diligently commenced correction of such violation after notice thereof from Grantor and is diligently proceeding to fully remedy such violation, or that no material violation has occurred, no penalty or other sanction shall be imposed.

E. In the event the Chief Administrative Officer finds that material violations exist and that Grantee has not corrected the same in a satisfactory manner or has not diligently commenced correction of such violation after notice thereof from Grantor and is not diligently proceeding to fully remedy such violation, the Chief Administrative Officer may in his or her sole discretion impose one (1) or more of the remedies provided in the franchise agreement.

Sec. 24-93. Abandonment or removal of franchise property.

A. In the event that the use of any property of Grantee within the public rights of way is discontinued for a continuous period of ninety (90) days, Grantee shall be deemed to have abandoned that franchise property. Any part of the cable system that is parallel or redundant to other parts of the system and is intended for use only when needed as a backup for the system or a part thereof, shall not be deemed to have been abandoned because of its lack of use.

B. Grantor, upon such terms as Grantor may impose, may give Grantee permission to abandon, without removing, any system facility or equipment laid, directly constructed, operated or maintained under the franchise agreement. Unless such permission is granted or unless otherwise provided in this Article, the Grantee shall remove all abandoned above-ground facilities and equipment within one hundred eighty (180) days of receipt of written notice from Grantor and shall restore any affected street to its former state at the time such facilities and equipment were installed, so as not to impair its usefulness. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that shall be made by it and shall leave all public ways and places in as good condition as that prevailing prior to such removal without materially interfering with any electrical or telephone cable or other utility wires, poles, or attachments. Grantor shall have the right to inspect and approve the condition of the public ways, public places, cables, wires, attachments and poles prior to and after removal. The liability, indemnity and insurance provisions of this Article and the security fund as provided herein shall continue in full force and effect during the period of removal and until full compliance by Grantee with the terms and conditions of this Section.

C. Upon abandonment of any franchise property in place, the Grantee, if required by the Grantor, shall submit to the Grantor an instrument, satisfactory in form to the Grantor, transferring to the Grantor the ownership of the franchise property abandoned.

D. At the expiration of the term for which the franchise agreement is granted, or upon its revocation or earlier expiration, as provided herein, in any such case without renewal, extension or transfer, the Grantor shall have the right to require Grantee to remove, at its own expense, all above-ground

portions of the cable television system from all streets and public ways within the City within a reasonable period of time, which shall not be less than one hundred eighty (180) days.

E. Notwithstanding anything to the contrary set forth in this Article, the Grantee may abandon any underground franchise property in place so long as it does not materially interfere with the use of the streets or public rights-of-way in which such property is located or with the use thereof by any public utility or other cable Grantee. If the Grantor determines that some or all of such underground property would materially interfere with the use of the streets or public rights-of-way, the Grantor may require Grantee to remove the property within a reasonable period of time.

Sec. 24-94. Restoration by Grantor - Reimbursement of costs.

In the event of a failure by Grantee to complete any work required herein or by any other law or ordinance, and if such work is not completed within thirty (30) days after receipt of written notice thereof from Grantor or, if more than thirty (30) days are reasonably required therefore, if Grantee does not commence such work within such thirty (30) days period and diligently complete the work thereafter (except in cases of emergency constituting a threat to public health, safety or welfare), Grantor may cause such work to be done and Grantee shall reimburse Grantor the costs thereof within thirty (30) days after receipt of an itemized list of such costs, or Grantor may recover such costs through the security fund provided by Grantee.

Sec. 24-95. Extended operation and continuity of services.

Upon expiration or termination of the franchise agreement, the Grantor shall have the discretion to permit Grantee to continue to operate the cable television system for an extended period of time. Grantee shall continue to operate the system under the terms and conditions of this Article and the franchise agreement and to provide the regular subscriber service and any and all of the services that may be provided at that time. It shall be the right of all subscribers to continue to receive all available services provided that financial and other obligations to Grantee are honored. The Grantee shall use reasonable efforts to provide continuous, uninterrupted service to its subscribers, including operation of the system during transition periods following franchise agreement expiration or termination.

Sec. 24-96. Receivership and foreclosure.

A. A franchise agreement entered into hereunder shall, at the option of Grantor, cease and terminate one hundred twenty (120) days after appointment of a receiver or receivers, or trustee or trustees, to take over and conduct the business of Grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless: (1) such

receivers or trustees shall have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Article and the franchise agreement, and the receivership or trustees within said one hundred twenty (120) days shall have remedied all the faults under the franchise agreement or provided a plan for the remedy of such faults which is satisfactory to the Grantor; and (2) such receivers or trustees shall, within said one hundred twenty (120) days, execute an agreement duly approved by the court having jurisdiction in the premises whereby such receivers or trustees assume and agree to be bound by each and every term, provision and limitation of the franchise agreement.

B. In the case of a foreclosure or other judicial sale of the franchise property, or any material part thereof, Grantor may serve notice of termination upon Grantee and the successful bidder at such sale, in which event the franchise agreement and all rights and privileges of the Grantee hereunder shall cease and terminate thirty (30) days after service of such notice, unless: (1) Grantor shall have approved the transfer of the franchise agreement, as and in the manner that this Article provides; and (2) such successful bidder shall have covenanted and agreed with Grantor to assume and be bound by all terms and conditions of the franchise agreement.

Sec. 24-97. Rights reserved to Grantor.

A. In addition to any rights specifically reserved to the Grantor by this Article, the Grantor reserves to itself every right and power which is reserved by a provision of any ordinance or under the franchise agreement.

B. The Grantor shall have the right to waive any of Grantor's rights under the franchise agreement, except those required by Federal or State regulation, if the Grantor determines (1) that it is in the public interest to do so, and (2) that the enforcement of such provision will impose an undue hardship on the Grantee or the subscribers. To be effective, such waiver shall be evidenced by a statement in writing signed by a duly authorized representative of the Grantor. Waiver of any provision in one (1) instance shall not be deemed a waiver of such provision subsequent to such instance nor be deemed a waiver of any other provision of the franchise agreement unless the statement so recites.

Sec. 24-98. Rights of individuals.

A. Grantee shall not deny service, deny access, or otherwise discriminate against subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. Grantee shall comply at all times with all other applicable Federal, State and local laws and regulations relating to nondiscrimination.

B. Grantee shall adhere to the applicable equal employment opportunity requirements of Federal, State and local regulations, as now written or as amended from time to time.

C. Neither Grantee, nor any person, agency, or entity shall, without the subscriber's consent, tap, or arrange for the tapping, of any cable, line, signal input device, or subscriber outlet or receiver for any purpose except routine maintenance of the system, detection of unauthorized service, polling with audience participating, or audience viewing surveys to support advertising research regarding viewers where individual viewing behavior cannot be identified.

D. In the conduct of providing its services or in pursuit of any collateral commercial enterprise resulting therefrom, Grantee shall take reasonable steps to prevent the invasion of a subscriber's or general citizen's right of privacy or other personal rights through the use of the system as such rights are delineated or defined by applicable law. Grantee shall not without lawful court order or other applicable valid legal authority utilize the system's interactive two-way equipment or capability for unauthorized personal surveillance of any subscriber or general citizen.

E. Except as permitted by applicable law, no cable line, wire amplifier, converter, or other piece of equipment owned by Grantee shall be installed by Grantee in the subscriber's premises, other than in appropriate easements, without first securing any required consent. If a subscriber requests service, permission to install upon property where the subscriber resides shall be presumed.

F. The Grantee, or any of its agents or employees, shall not sell, or otherwise make available to any party without consent of the subscriber pursuant to State and Federal privacy laws:

(1) Any list of the names and addresses of subscribers containing the names and addresses of subscribers who request in writing to be removed from such list; and

(2) Any list which identifies the viewing habits of individual subscribers, without the prior written consent of such subscribers. This does not prohibit the Grantee from providing composite ratings of subscriber viewing to any party.

Sec. 24-99. Tampering with cable television equipment.

A person who willfully 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 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 not less than one hundred dollars (\$100.00) or more than five hundred dollars (\$500.00), and shall be liable in a civil action for three (3) times the actual amount of damages sustained thereby.

Sec. 24-100. Commission established.

A. Established. There is hereby established a Champaign-Urbana Joint CATV Commission, which shall act as an advisory body to the City Councils of the City of Champaign and the City of Urbana for the purpose of overseeing the construction, development and operation of the CATV system, and the administration of the CATV franchise.

B. Membership.

(1) The Champaign-Urbana Joint CATV Commission shall consist of eight (8) members, with four (4) members to be appointed by the Mayor of the City of Champaign with the advice and consent of the Champaign City Council, and four (4) members to be appointed by the Mayor of the City of Urbana with the advice and consent of the Urbana City Council.

(2) At least one member appointed from each City to the Champaign-Urbana Joint CATV Commission shall be a current member of the City Council of that City.

(3) The Chancellor of the University of Illinois at Urbana may appoint one observer to the Champaign-Urbana Joint CATV Commission to aid in the accomplishment of its tasks.

(4) The Champaign and Urbana City Council members who are not regular members of the Champaign-Urbana Joint CATV Commission may attend meetings of the CATV Commission as nonvoting ex officio members of the CATV Commission.

C. Terms of Office.

(1) The terms of the members of the Champaign-Urbana Joint CATV Commission shall be for three (3) years each, with such terms to be staggered and to commence on July 1.

(2) With respect to the original appointments to the Champaign-Urbana Joint CATV Commission, each City shall appoint two (2) members for three (3) years each, one member for two (2) years, and one for one (1) year, all such terms beginning July 1, 1976, with all subsequent appointments being for three (3) years each.

(3) All members of the Champaign-Urbana Joint CATV Commission shall serve until a replacement has been appointed, and all vacancies shall be filled for the duration of the unexpired term.

(4) Each CATV Commission member shall be expected to attend all regular meetings of the Champaign-Urbana Joint CATV Commission. Any CATV Commission member who fails to attend more than half of the scheduled meetings in any one fiscal year (July 1 through June 30) may be asked to resign, or may have his or her name submitted to their respective Mayor and City Council with a recommendation for termination and replacement of such member.

D. Meetings.

(1) The Champaign-Urbana Joint CATV Commission shall meet regularly at least once quarterly at such place, day and time as the CATV Commission may determine and designate.

(2) All meetings of the Champaign-Urbana Joint CATV Commission shall be public as required by law; provided, however, that the CATV Commission may meet in closed executive session when such closed executive session is conducted pursuant to and in accordance with the State Open Meetings Act. (5 ILCS 120/1 et seq.)

(3) The Champaign-Urbana Joint CATV Commission shall provide for the keeping of minutes of its proceedings, and those minutes shall be a public record.

(4) For the purpose of holding meetings and conducting business, a quorum shall be required. A quorum shall consist of a majority of those members then duly appointed to the Champaign-Urbana Joint CATV Commission.

(5) The Champaign-Urbana Joint CATV Commission may establish committees. Such committees may include persons who are not members of the CATV Commission. These committees shall be subject to and governed by the same laws as the CATV Commission, including the State Open Meetings Act (5 ILCS 120/1 et seq.)

E. Organization and procedures.

(1) At its first meeting after July 1 of each year, the Champaign-Urbana Joint CATV Commission shall hold an election of officers. Nominations may be made by any member of the CATV Commission, and election shall be by an affirmative vote of a majority of those members then duly appointed to the CATV Commission.

(2) The officers of the Champaign-Urbana Joint CATV Commission shall be a Chairperson and a Vice-Chairperson. The CATV Commission may create additional offices as it determines necessary, and elect these officers as the time requires.

(3) Each officer shall hold office until a successor has been elected and qualified, or until a resignation from the position is accepted by the CATV Commission. If a vacancy exists in any office, the CATV Commission shall hold a special election, without notice, to choose a new officer, who shall serve for the duration of the unexpired term of his/her predecessor.

(4) The Champaign-Urbana Joint CATV Commission shall determine and set forth its own rules and procedures concerning, but not necessarily limited to, the conduct of the meetings, the order of business, the manner of voting, the scheduling of groups or individuals, the receiving and handling of correspondence, and such other related matters.

(5) In exercising and fulfilling its duties and functions as are now or may later be prescribed by the City Councils of the City of Champaign and the City of Urbana, the Champaign-Urbana Joint CATV Commission may make investigations into the operation of the CATV System, and for this purpose may call witnesses, take testimony and require the production of evidence or information.

F. Powers, duties, functions. The Champaign-Urbana Joint

CATV Commission shall have the following powers, duties and functions:

(1) Hold public hearings and hear testimony concerning applications for and renewals of a CATV Franchise, requests for rate increases and/or changes in services, and related matters, and make a report of findings and recommendations to the City Councils;

(2) Propose regulations and arbitration procedures as deemed necessary by the CATV Commission or requested by the City Councils, and/or provide any other services to the City Councils that may be reasonably required by the City Councils under the authority of this section;

(3) Advise the City Councils on matters which might be violations of the franchise, and which constitute grounds for revocation of the franchise in accordance with this section;

(4) Develop an appeal process, including necessary forms and procedures, to resolve complaints and disagreements between the grantee and subscriber and users of the CATV System, public and private. The appeal process shall be substantially as follows:

(a) Subscriber or user submits a complaint to the grantee;

(b) Grantee reviews and acts upon the complaint;

(c) CATV Commission, by appeal of the subscriber or user, reviews the Grantee's action and renders a decision, which decision shall be final.

(5) Advise the City Councils on the regulation of rates in accordance with this section;

(6) Review, evaluate and make recommendations, concerning the procedural rules established by the Grantee for the use of the public access channels, with an emphasis on promoting the sharing of equipment and channel time among access users;

(7) Submit an annual report within sixty (60) days from CATV Commission receipt of the Grantee's report to the City Councils, which shall include but not be limited to the total number of hours of utilization of access channels, a review of any plans submitted during the year by the Grantee and for development of new services, and hourly subtotals for various programming categories;

(8) Submit an annual budget request to the City Councils to cover expenses anticipated to be incurred with respect to the administration of the franchise and the performance of the functions imposed by this section, and any amendments thereto;

(9) Review all Grantee records required by this section and, in the CATV Commission's discretion, require the preparation and filing of information addition to that required by this section;

(10) Conduct evaluations of the CATV System at least every year, and pursuant thereto, make recommendations to the City Councils;

(11) Contract, as necessary, and with the prior approval of both City Councils, for consultant services which are needed by the CATV Commission to assist it in the analysis of any matter relative to any franchise under this action;

(12) Develop and publish, and amend as necessary from time to time, a Cable Communication System Rules and Procedures Manual to define the CATV Commission's functions and responsibilities, and adopt rules and procedures in relation thereto;

(13) Maintain a record of the Grantee's subscriber complaints, and make such information available to the City Councils upon the request of either;

(14) The CATV Commission shall have such other powers, duties and functions as are given by this section, or subsequent amendments hereto. However, the CATV Commission shall have no authority where expressly prohibited by the Federal Communications Commission's rules and regulations.

Sec. 24-101. Severability.

If any provision of this Article is held by any court or by any Federal or State agency of competent jurisdiction, to be invalid as conflicting with any Federal or State law, rule or regulation now or hereafter in effect, or is held by such court or agency to be modified in any way in order to conform to the requirements of any such law, rule or regulation, such provision shall be considered a separate, distinct, and independent part of this Article, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed, so that the provision thereof which had been held invalid or modified is no longer in conflict with such law, rule or regulation, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantor and Grantee, provided that Grantor shall give Grantee thirty (30) days written notice of such change before requiring compliance with said provision or such longer period of time as may be reasonably required for Grantee to comply with such provision.

Section 2. That this Ordinance shall be effective immediately, it being determined by the Council that it is urgent that this ordinance take effect at the earliest possible date.

Section 3. That if any section, paragraph or provision of this Ordinance is held to be invalid or unenforceable, such invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance, or the provisions of the Code.

Section 4. The provisions of this ordinance shall take precedence and be interpreted as superseding any other ordinance or statute in conflict with the provisions of this ordinance.

Section 5. The City Clerk is directed to publish this Ordinance in pamphlet form by authority of the corporate authorities.

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.

PASSED by the City Council this 21st day of February, 1994.

A circular seal of the City of Urbana, Illinois, featuring a sunburst design in the center and the words "SEAL OF THE CITY OF URBANA, ILLINOIS" around the perimeter.
Phyllis D. Clark
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 23rd day of February, 1994.

Tod Satterthwaite
Tod Satterthwaite, Mayor

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, Phyllis D. Clark, certify that I am the duly elected and acting Municipal Clerk of the City of Urbana, Champaign County, Illinois.

I certify that on the 21st day of February, 1994, the corporate authorities of the City of Urbana passed and approved Ordinance No. 9394-69, entitled AN ORDINANCE AMENDING CHAPTER TWENTY-FOUR OF THE CODE OF ORDINANCES, CITY OF URBANA, ILLINOIS REGULATING CABLE TELEVISION which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 9394-69 was prepared, and a copy of such Ordinance was posted in the Urbana City Building commencing on the 23rd day of February, 1994, and continuing for at least ten (10) days thereafter. Copies of such Ordinance were also available for public inspection upon request at the Office of the City Clerk.

March OF DATED at Urbana, Illinois, this 9th day of March, 1994.



Phyllis D. Clark
CITY CLERK