

ORDINANCE NO. 59

AN ORDINANCE GRANTING A FRANCHISE TO ADA CABLE ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, TO OPERATE AND MAINTAIN A COMMUNITY TELEVISION ANTENNA SYSTEM IN THE CITY; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE; AND PROVIDING FOR CITY REGULATION AND USE OF THE COMMUNITY TELEVISION ANTENNA SYSTEM; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHELLY THAT:

SECTION 1. 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 SHELLY.
- (2) "COMPANY" IS THE GRANTEE OF RIGHTS UNDER THIS FRANCHISE.
- (3) "PERSON" IS ANY PERSON, FIRM PARTNERSHIP, ASSOCIATION, CORPORATION, COMPANY OR ORGANIZATION OF ANY KIND.
- (4) "COUNCIL" IS THE CITY COUNCIL OF THE CITY OF SHELLY.

SECTION 2. GRANT OF AUTHORITY.

THERE IS HEREBY GRANTED BY THE CITY TO THE COMPANY THE RIGHT AND PRIVILEGE TO CONSTRUCT, ERECT, OPERATE, AND MAINTAIN, IN, UPON, ALONG, ACROSS, ABOVE, OVER AND UNDER THE STREETS, ALLEYS, PUBLIC WAYS AND PUBLIC PLACES NOW LAID OUT OR DEDICATED, AND ALL EXTENSIONS THEREOF, AND ADDITIONS THERETO, IN THE CITY, POLES, WIRES, CABLES, UNDERGROUND, CONDUITS, MANHOLES AND OTHER TELEVISION CONDUCTORS AND FIXTURES NECESSARY FOR THE MAINTENANCE AND OPERATION IN THE CITY OF A COMMUNITY TELEVISION TRANSMISSION SYSTEM FOR THE ORIGINATION, AND RELATED COMMUNICATION SERVICES.

(1) NON-EXCLUSIVE GRANT.

THE RIGHT TO USE AND OCCUPY SAID STREETS, ALLEYS, PUBLIC WAYS AND PLACES FOR THE PURPOSE HEREIN SET FORTH SHALL BE NON-EXCLUSIVE, ALSO, THE CITY RESERVES THE RIGHT TO REVOKE THIS ORDINANCE FOR THE REASONS AND IN THE MANNER SET OUT AT SECTION 20, HEREAFTER.

(2) RESTORATION.

IN CASE OF ANY DISTURBANCE OF PAVEMENT, SIDEWALK, DRIVEWAY OR ANY OTHER SURFACING, THE COMPANY SHALL, AT ITS OWN COST AND EXPENSE AND IN A MANNER APPROVED BY THE CITY ENGINEER, REPLACE AND RESTORE ALL PAVING, SIDEWALK, DRIVEWAY OR SURFACE OF ANY STREET OR ALLEY DISTURBED, IN AS GOOD CONDITION AS BEFORE SAID WORK WAS COMMENCED.

(3) RELOCATION.

IN EVENT THAT AT ANY TIME DURING THE PERIOD OF THIS FRANCHISE THE CITY SHALL LAWFULLY ELECT TO ALTER, OR CHANGE THE GRADE OF, ANY STREET, ALLEY OR OTHER PUBLIC WAY, THE COMPANY UPON REASONABLE NOTICE BY THE CITY, SHALL REMOVE, RELAY, AND RELOCATE ITS POLES, WIRES, CABLES, UNDERGROUND CONDUITS, MANHOLES AND TELEPHONE OR OTHER FIXTURES AT ITS OWN EXPENSE IN LOCATIONS TO BE APPROVED BY THE CITY ENGINEER.

(4) PLACEMENT OF FIXTURES.

THE COMPANY SHALL NOT PLACE POLES OR OTHER FIXTURES WHERE THE SAME WILL INTERFERE WITH ANY GAS, ELECTRIC OR TELEPHONE FIXTURE, WATER HYDRANT OR MAIN, AND ALL SUCH POLES OR OTHER FIXTURES PLACED IN ANY STREET SHALL BE PLACED AT THE OUTER EDGE OF THE SIDEWALK AND INSIDE THE CURB LINE, AND THOSE PLACED IN ALLEYS SHALL BE PLACED CLOSE TO THE LINE OF THE LOT ABUTTING ON SAID ALLEY, AND THEN IN SUCH A MANNER AS NOT TO INTERFERE WITH THE USUAL TRAVEL ON SAID STREETS, ALLEYS AND PUBLIC WAYS. LOCATIONS ARE TO BE APPROVED BY THE CITY ENGINEER.

(5) TEMPORARY REMOVAL OF WIRE FOR BUILDING MOVING.

THE COMPANY SHALL, ON THE REQUEST OF ANY PERSON HOLDING A BUILDING MOVING PERMIT ISSUED BY THE CITY, TEMPORARILY RAISE OR LOWER ITS WIRES TO PERMIT THE MOVING OF BUILDINGS. THE EXPENSE OF SUCH TEMPORARY REMOVAL, RAISING OR LOWERING OF WIRES SHALL BE PAID BY THE PERSON REQUESTING THE SAME, AND THE COMPANY SHALL HAVE THE AUTHORITY TO REQUIRE SUCH PAYMENT IN ADVANCE. THE COMPANY SHALL BE GIVEN NOT LESS THAN FORTY-EIGHT (48) HOURS ADVANCE NOTICE TO ARRANGE FOR SUCH TEMPORARY WIRE CHANGES.

(6) TREE TRIMMING.

THE COMPANY SHALL HAVE THE AUTHORITY TO TRIM TREES UPON AND OVERHANGING 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 COMPANY, ALL TRIMMING TO BE DONE WITH THE APPROVAL, AND AND UNDER THE SUPERVISION AND DIRECTION OF THE PARK BOARD SUPERINTENDENT AND AT THE EXPENSE OF THE COMPANY.

SECTION 3. COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES.

THE COMPANY SHALL, AT ALL TIMES DURING THE LIFE OF THIS FRANCHISE BE SUBJECT TO ALL LAWFUL EXERCISE OF THE POLICE POWER BY THE CITY, AND TO PRESENT ORDINANCES AND SUCH REASONABLE REGULATION AS THE CITY SHALL HEREAFTER BY ORDINANCE PROVIDE.

SECTION 4. COMPANY LIABILITY - INDEMNIFICATION.

THE COMPANY SHALL, AT ALL TIMES, SAVE THE CITY HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES, LAWFUL CLAIMS AND DEMANDS FOR INJURY TO PERSON OR PROPERTY WHICH MAY BE MADE AGAINST THE CITY IN ANY MANNER GROWING OUT OF THE MAINTENANCE OR OPERATION, OR BOTH, OF SUCH TELEVISION ANTENNA SYSTEM OR ANY EQUIPMENT OF THE COMPANY, AND IN CASE SUIT SHALL BE FILED AGAINST SAID CITY, EITHER INDEPENDENTLY OR JOINTLY WITH SAID COMPANY, TO RECOVER FOR AND SAID CLAIM TO DAMAGES, SAID COMPANY, UPON NOTICE TO IT BY SAID CITY, SHALL DEFEND SAID CITY AGAINST SAID ACTION AND, IN THE EVENT OF A FINAL JUDGEMENT BEING OBTAINED AGAINST SAID CITY, EITHER INDEPENDENTLY OR JOINTLY WITH SAID COMPANY ON ACCOUNT SOLELY OF THE ACTS OF SAID COMPANY AFORESAID, THE SAID COMPANY WILL PAY SAID JUDGEMENT AND ALL COSTS AND HOLD THE CITY HARMLESS THEREFROM.

SECTION 5. SERVICE STANDARDS.

THE COMPANY SHALL MAINTAIN AND OPERATE ITS SYSTEM AND RENDER EFFICIENT SERVICE IN ACCORDANCE WITH THE RULES AND REGULATIONS AS ARE, OR MAY BE, SET FORTH BY THE COUNCIL, OR BY THE PROPER FEDERAL AND/OR STATE REGULATORY BODY.

(1) NOTICE OF INTERRUPTION FOR REPAIRS.

WHENEVER IT IS NECESSARY TO SHUT OFF OR INTERRUPT SERVICE FOR THE PURPOSE OF MAKING REPAIRS, ADJUSTMENTS OR INSTALLATIONS, THE COMPANY SHALL DO SO AT SUCH TIME AS WILL CAUSE THE LEAST AMOUNT OF INCOVENIENCE TO ITS CUSTOMERS, AND UNLESS SUCH INTERRUPTION IS UNFORSEEN AND IMMEDIATELY NECESSARY, IT SHALL GIVE REASONABLE NOTICE THEREOF TO ITS CUSTOMERS.

(2) THE COMPANY SHALL, UPON THE REQUEST OF ANY SUBSCRIBER, PROMPTLY REMOVE ALL WIRES AND EQUIPMENT FROM THE PREMISES OF SUCH SUBSCRIBER AT NO EXPENSE TO SUCH SUBSCRIBER.

(3) THE COMPANY SHALL AT ALL TIMES OPERATE THE CABLE SYSTEM SO AS NOT TO INTERFERE WITH EXISTING RECEPTION AND SHALL MEET OR EXCEED FCC RADIATION STANDARDS.

- (4) THE COMPANY SHALL FURNISH THE CITY MAPS OR PRINTS SHOWING THE POLE LINE SYSTEM IN SUFFICIENT DETAIL TO ASSURE THE CITY OF BEING CURRENTLY ADVISED AS TO THE LOCATION OF THE CABLES OF THE SYSTEM. IT SHALL BE THE RESPONSIBILITY OF THE COMPANY TO KEEP THE CITY ADVISED OF ANY AND ALL CHANGES AND ADDITIONS AND REMOVALS IN THE SYSTEM EXCEPT FOR THE INDIVIDUAL SUBSCRIBER'S CONNECTION WIRES.
- (5) INSTALLATION AND MAINTENANCE OF EQUIPMENT SHALL BE SUCH THAT STANDARD COLOR SIGNALS SHALL BE TRANSMITTED TO ANY SUBSCRIBER RECEIVER.
- (6) COMPANY SHALL PROVIDE A SYSTEM HEREUNDER CAPABLE OF DISTRIBUTING UP TO TWENTY (20) TELEVISION CHANNELS WITH TWO-WAY AMPLIFIER IN ACCORDANCE WITH THE BEST ACCEPTED STANDARDS OF THE INDUSTRY.
- (7) THE COMPANY SHALL NOT BE LIABLE FOR ANY FAILURE OR INTERRUPTION OF SERVICE CAUSED BY OR PROXIMATELY RESULTING FROM STRIKE, RIOTS, WARS, ACTS OF GOD, FIRE, FALLING AIRCRAFT OR OTHER OBJECTS, FAILURE OF THE MICROWAVE RELAY SYSTEM TRANSMITTING THE TELEVISION SIGNAL TO THE COMPANY'S DISTRIBUTION SYSTEM OR ANY OTHER CAUSE BEYOND CONTROL OF THE COMPANY, OR ANY LAW, ORDINANCE, OR REGULATION OF CIVIL OR MILITARY AUTHORITY RESTRICTING OR PROHIBITING THE USE AND OPERATION OF THE SYSTEM BY THE COMPANY.

#### SECTION 6. COMPANY RULES.

THE COMPANY SHALL HAVE THE AUTHORITY TO PROMULGATE SUCH RULES, REGULATIONS, TERMS AND CONDITIONS GOVERNING THE CONDUCT OF ITS BUSINESS AS SHALL BE REASONABLY NECESSARY TO ENABLE THE COMPANY TO EXERCISE ITS RIGHTS AND PERFORM ITS OBLIGATIONS UNDER THIS FRANCHISE, AND TO ASSURE AN UNINTERRUPTED SERVICE TO EACH AND ALL OF ITS CUSTOMERS. PROVIDED, HOWEVER, THAT SUCH RULES, REGULATIONS, TERMS AND CONDITIONS SHALL NOT BE IN CONFLICT WITH THE PROVISIONS HEREOF OF OF LAWS OF THE STATE OF MINNESOTA AND, IF REQUIRED BY LAW, SHALL BE SUBJECT TO APPROVAL BY PROPER FEDERAL AND/OR STATE REGULATORY BODY.

#### SECTION 7. CONDITIONS ON STREET OCCUPANCY.

##### (1) USE.

ALL TRANSMISSION AND DISTRIBUTION STRUCTURES, LINES AND EQUIPMENT ERECTED BY THE COMPANY WITHIN THE CITY SHALL BE SO LOCATED AS TO CAUSE MINIMUM INTERFERENCE WITH THE RIGHTS OF REASONABLE CONVENIENCE OF PROPERTY OWNERS WHO ADJOIN ANY OF THE SAID STREETS, ALLEY'S OR OTHER PUBLIC WAYS AND PLACES. LOCATIONS ARE SUBJECT TO APPROVAL BY CITY ENGINEER.

(2) USE OF SYSTEM BY CITY.

THE CITY SHALL HAVE THE RIGHT, DURING THE LIFE OF THIS FRANCHISE, FREE OF CHARGE, WHERE AERIAL CONSTRUCTION EXISTS, OF MAINTAINING UPON THE POLES OF THE COMPANY WITHIN THE CITY LIMITS WIRE AND POLE FIXTURES NECESSARY FOR A POLICE AND FIRE ALARM SYSTEM, SUCH WIRES AND FIXTURES TO BE CONSTRUCTED AND MAINTAINED TO THE SATISFACTION OF THE COMPANY AND IN ACCORDANCE WITH ITS SPECIFICATION.

(A) COMPLIANCE WITH COMPANY RULES.

THE CITY IN ITS USE AND MAINTENANCE OF SUCH WIRES AND FIXTURES, SHALL AT ALL TIMES COMPLY WITH THE RULES AND REGULATIONS OF THE COMPANY SO THAT THERE MAY BE A MINIMUM DANGER OF CONTACT OF CONFLICT BETWEEN THE WIRES AND FIXTURES OF THE COMPANY AND THE WIRES AND FIXTURES USED BY THE CITY.

(B) LIABILITY.

THE CITY SHALL BE SOLELY RESPONSIBLE FOR ALL DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF THE CONSTRUCTION OR MAINTENANCE OF SAID WIRES AND FIXTURES AUTHORIZED BY THIS SECTION AND SHALL SAVE THE COMPANY HARMLESS FROM ALL CLAIMS AND DEMANDS WHATSOEVER ARISING OUT OF THE ATTACHMENT, MAINTENANCE, CHANGE OR REMOVAL OF SAID WIRES AND FIXTURES TO THE POLES OF THE COMPANY. IN CASE OF REARRANGEMENT OF THE COMPANY PLANT OR REMOVAL OF POLES OR FIXTURES THE CITY SHALL SAVE THE COMPANY HARMLESS FROM ANY DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF THE REMOVAL OR CONSTRUCTION OF ITS WIRES OR OTHER FIXTURES.

(3) SUPERVISION AND INSPECTION.

THE CITY ENGINEER SHALL HAVE THE RIGHT TO SUPERVISE ALL CONSTRUCTION OR INSTALLATION WORK PERFORMED SUBJECT TO THE PROVISIONS OF THIS ORDINANCE AND TO MAKE SUCH INSPECTIONS AS HE SHALL FIND NECESSARY TO INSURE COMPLIANCE WITH GOVERNING ORDINANCES.

(4) PROCEDURE AT TERMINATION OF FRANCHISE FOR JUST CAUSE.

AT THE END OF THE TERM OF THIS FRANCHISE THE CITY SHALL HAVE THE RIGHT TO DETERMINE WHETHER THE COMPANY SHALL CONTINUE TO OPERATE AND MAINTAIN ITS DISTRIBUTING SYSTEM. AT THE OPTION OF CITY, COMPANY SHALL REMOVE ALL PORTIONS OF THE INSTALLATION, INCLUDING THE POLES AND UNDERGROUND CONDUITS, AT NO EXPENSE TO CITY.

(5) ALL CONTRACTS BETWEEN COMPANY AND PUBLIC UTILITY FIRMS RELATING TO USE OF PUBLIC UTILITY POLES AND EQUIPMENT SITUATED ON PUBLIC PROPERTY, SHALL BE SUBJECT TO APPROVAL OF CITY.

SECTION 8. PREFERENTIAL OR DISCRIMINATORY PRACTICES PROHIBITED.

THE COMPANY SHALL NOT, AS TO RATES, CHARGES, SERVICE FACILITIES, RULES, REGULATIONS, OR IN ANY OTHER RESPECT, MAKE OR GRANT ANY PREFERENCE OR ADVANTAGE TO ANY PERSON, NOR SUBJECT ANY PERSON TO ANY PREJUDICE OR DISADVANTAGE, PROVIDED THAT NOTHING IN THIS FRANCHISE SHALL BE DEEMED TO PROHIBIT THE ESTABLISHMENT OF A GRADUATED SCALE OF CHARGES AND CLASSIFIED RATE SCHEDULES TO WHICH ANY CUSTOMER COMING WITHIN SUCH CLASSIFICATION WOULD BE ENTITLED.

SECTION 9. EXTENSION POLICY.

THE COMPANY HAS EXPRESSED ITS INTENTION TO SERVE ALL AREAS OF THE CITY, WITHOUT DISCRIMINATION. PURSUANT TO THIS EXPRESSION, THE COMPANY SHALL FILE WITH THE CITY ENGINEER ITS PLAN SETTING FORTH THE STAGES BY WHICH IT INTENDS TO EXTEND ITS SERVICE INTO THE VARIOUS AREAS OF THE CITY. THIS EXTENSION PLAN SHALL BE FILED WITH THE CITY ENGINEER AS SOON AS IT HAS BEEN FORMULATED BY THE COMPANY. NO INSTALLATION OF FACILITIES SHALL COMMENCE UNTIL THE ENGINEER HAS APPROVED THE EXTENSION PLAN. SUBSEQUENT EXTENSIONS PROPOSED BY THE COMPANY SHALL BE SUBMITTED TO AND APPROVED BY THE CITY ENGINEER PRIOR TO THE INSTALLATION OF FACILITIES.

SECTION 10. EXTENSION BY ANNEXATION.

UPON THE ANNEXATION OF ANY TERRITORY TO THE CITY, THE PORTION OF ANY SAID UTILITY THAT MAY BE LOCATED OR OPERATED WITHIN SUCH TERRITORY AND UPON THE STREETS, ALLEYS OR PUBLIC GROUNDS THEREOF, SHALL THEREAFTER BE SUBJECT TO ALL THE TERMS OF THIS GRANT AS THOUGH IT WERE AN EXTENSION MADE THEREUNDER.

SECTION 11. APPROVAL OF TRANSFER.

THE COMPANY SHALL NOT SELL OR TRANSFER ITS PLANT OR SYSTEM TO ANOTHER, NOR TRANSFER ANY RIGHTS UNDER THIS FRANCHISE TO ANOTHER WITHOUT COUNCIL APPROVAL, EXCEPT THAT IF THE APPLICANTS, NOW AN ASSOCIATION, SHOULD INCORPORATE, SUCH TRANSFER MAY BE MADE TO THE NEWLY-FORMED CORPORATION WITHOUT COUNCIL APPROVAL. PROVIDED, THAT NO SALE OR TRANSFER SHALL BE EFFECTIVE UNTIL THE VENDEE, ASSIGNEE OR LESSEE HAS FILED IN THE OFFICE OF THE CITY AUDITOR AN INSTRUMENT, DULY EXECUTED, RECITING THE FACT OF SUCH SALE, ASSIGNMENT OF LEASE, ACCEPTING THE TERMS OF THE FRANCHISE, AND AGREEING TO PERFORM ALL THE CONDITIONS THEREOF.

SECTION 12. CITY RIGHTS IN FRANCHISE.

(1) CITY RULES.

THE RIGHT IS HEREBY RESERVED TO THE CITY TO ADOPT, IN ADDITION TO THE PROVISIONS HEREIN CONTAINED AND EXISTING APPLICABLE ORDINANCES, SUCH ADDITIONAL REGULATIONS AS IT SHALL FIND NECESSARY IN THE EXERCISE OF THE POLICE POWER, PROVIDED THAT SUCH REGULATIONS, BY ORDINANCE, SHALL BE REASONABLE, AND NOT IN CONFLICT WITH THE RIGHTS HEREIN GRANTED, AND SHALL NOT BE IN CONFLICT WITH THE LAWS OF THE UNITED STATES AND THE STATE OF MINNESOTA.

### SECTION 13. RATES.

RATES CHARGED BY THE COMPANY FOR SERVICE HEREUNDER SHALL BE FAIR AND REASONABLE AND DESIGNED TO MEET ALL NECESSARY COSTS OF THE SERVICE, INCLUDING A FAIR RATE OF RETURN ON THE VALUATION OF ITS PROPERTIES DEVOTED THERETO, UNDER EFFICIENT AND ECONOMICAL MANAGEMENT. THE COMPANY AGREES THAT IT SHALL BE SUBJECT TO ALL AUTHORITY NOW OR HEREAFTER POSSESSED BY THE CITY, OR ANY OTHER REGULATORY BODY HAVING COMPETENT JURISIDCTION, TO FIX JUST, REASONABLE AND COMPENSATORY TELEVISION SIGNAL DISTRIBUTION RATES.

THE COMPANY SHALL ESTABLISH AND ADHERE TO THE RATES SET FORTH IN EXHIBIT "A" ATTACHED HERETO. WHEN THIS FRANCHISE TAKES EFFECT AS PROVIDED HEREIN, THE COMPANY SHALL HAVE AUTHORITY TO CHARGE AND COLLECT NOT TO EXCEED SUCH SCHEDULE OF RATES, WHICH SHALL REMAIN IN EFFECT UNTIL CHANGED OR MODIFIED IN ACCORDANCE WITH THE GENERAL STANDARDS SET OUT HEREIN, OR UNTIL SUPERVISION OF RATES IS PRE-EMPTED FROM CITY BY THE MINNESOTA PUBLIC SERVICE COMMISSION OR OTHER STATE OR FEDERAL AGENCY.

### SECTION 14. RECORDS AND REPORTS.

THE CITY SHALL HAVE ACCESS AT ALL REASONABLE HOURS TO ALL OF THE COMPANY'S PLANS, CONTRACTS, AND ENGINEERING, ACCOUNTING, FINANCIAL, STATISTICAL, CUSTOMER AND SERVICE RECORDS RELATING TO THE PROPERTY AND THE OPERATION OF THE COMPANY AND TO ALL OTHER RECORDS REQUIRED TO BE KEPT HEREUNDER. THE FOLLOWING RECORDS AND REPORTS SHALL BE FILED WITH THE CITY AUDITOR AND IN THE LOCAL OFFICE OF THE COMPANY.

(1) COMPANY RULES AND REULATIONS.

COPIES OF SUCH RULES, REGULATIONS, TERMS AND CONDITIONS ADOPTED BY THE COMPANY FOR THE CONDUCT OF ITS BUSINESS.

### SECTION 15. TERM OF FRANCHISE.

THE FRANCHISE AND RIGHTS HEREIN GRANTED SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER THE FINAL PASSAGE HEREOF, AS REQUIRED BY LAW, AND UPON FILING OF ACCEPTANCE BY THE COMPANY WITH THE CITY AUDITOR AND SHALL CONTINUE IN FORACE AND EFFECT FOR A TERM OF FIFTEEN (15) YEARS AFTER THE EFFECTIVE DATE OF THIS FRANCHISE. PROVIDED, THAT IF THE ACCEPTANCE IS NOT FILED AS HEREINAFTER PROVIDED, THE PROVISIONS OF THIS FRANCHISE SHALL BE NULL AND VOID.

### SECTION 16. PUBLICATION COSTS.

THE COMPANY SHALL ASSUME THE COST OF PUBLICATION OF THIS FRANCHISE AS SUCH PUBLICATION MAY BE REQUIRED BY LAW. A BILL FOR PUBLICATION COSTS SHALL BE PRESENTED TO THE COMPANY BY THE CITY AUDITOR UPON THE COMPANY'S FILING OF ACCEPTANCE AND SHALL BE PAID AT THAT TIME.

### SECTION 17. INSURANCE.

AT ALL TIMES DURING THE TERM OF THE FRANCHISE GRANTEE WILL, AT ITS OWN EXPENSE, MAINTAIN IN FORCE GENERAL COMPREHENSIVE LIABILITY INSURANCE WITH AN INSURANCE COMPANY APPROVED BY THE CITY CLERK, THE

POLICY OR POLICIES TO BE IN FORM SATISFACTORY TO THE CITY ATTORNEY OF GRANTOR. THE COVERAGE REPRESENTED BY SUCH POLICY OR POLICIES SHALL BE FOR THE PROTECTION OF GRANTOR, MEMBERS OF ITS BOARD AND COMMISSIONS, AND ITS OFFICERS, AGENTS, AND EMPLOYEES AGAINST LIABILITY FOR LOSS OR DAMAGES FOR BODILY INJURY, DEATH, AND PROPERTY DAMAGE OCCASIONED BY THE ACTIVITIES OF GRANTEE UNDER THE FRANCHISE. MINIMUM LIABILITY LIMITS UNDER THE POLICY OR POLICIES ARE TO BE \$200,000.00 FOR PERSONAL INJURY OR DEATH OF ANY ONE PERSON AND \$600,000.00 FOR PERSONAL INJURY OR DEATH OF TWO OR MORE PERSONS, IN ANY ONE OCCURRENCE, AND \$600,000.00 FOR DAMAGE TO PROPERTY RESULTING FROM ANY ONE OCCURRENCE. ADDITIONAL PUBLIC AGENCIES AND THEIR PERSONNEL SHALL BE ADDED AS INSURED, SUBJECT TO THE SAME TERMS AND CONDITIONS, AT THE REQUEST OF GRANTOR, AND REGARDLESS, GRANTEE SHALL BE REQUIRED TO PROVIDE THE MAXIMUM LIABILITY AMOUNTS UNDER M.S.A. 466.04 (AS HEREAFTER AMENDED BY THE MINNESOTA LEGISLATURE) TO PROTECT GRANTOR.

THE POLICIES MENTIONED IN THE FOREGOING PARAGRAPH SHALL EACH CONTAIN A PROVISION THAT A WRITTEN NOTICE OF ANY CANCELLATION OR REDUCTION IN COVERAGE OF THE POLICIES SHALL BE DELIVERED TO GRANTOR TEN (10) DAYS IN ADVANCE OF THE EFFECTIVE DATE THEREOF.

THE COMPANY SHALL ALSO CARRY WORKMENS' COMPENSATION COVERAGE FOR ALL OF ITS EMPLOYEES SUBJECT TO SUCH COVERAGE.

#### SECTION 18. MANNER OF GIVING NOTICE.

WHENEVER, BY THE TERMS OF THIS ORDINANCE, NOTICE IS REQUIRED TO BE GIVEN BY THE CITY TO THE COMPANY, IT MAY BE GIVEN BY LEAVING A PAPER WRITING THEREOF DURING THE ORDINARY HOURS AT THE PRINCIPAL OFFICE OF THE COMPANY IN THE CITY. WHENEVER THE COMPANY IS REQUIRED TO GIVE NOTICE TO THE CITY, IT SHALL DO SO BY LEAVING A PAPER WRITING THEREOF AT THE OFFICE OF THE CITY AUDITOR DURING ORDINARY BUSINESS HOURS.

#### SECTION 19. ACCEPTANCE OF FRANCHISE.

THIS GRANT IS MADE UPON THE EXPRESS CONDITION THAT THE COMPANY, WITHIN TEN (10) DAYS AFTER THE SCHEDULE OF RATES IS APPROVED IN WRITING BY BOTH CITY AND COMPANY, SHALL FILE WITH THE AUDITOR OF THE CITY A WRITTEN ACCEPTANCE OF THIS ORDINANCE, AND WHEN THIS ORDINANCE SHALL HAVE BEEN ACCEPTED BY THE COMPANY, SUCH ORDINANCE, SCHEDULE OF RATES AND ACCEPTANCE SHALL CONSTITUTE A CONTRACT BETWEEN THE CITY AND THE COMPANY FOR ALL THE USES, SERVICES AND PURPOSES SET FORTH IN THIS ORDINANCE, AND THE COMPANY BY ITS ACCEPTANCE OF THE PROVISIONS OF THIS ORDINANCE AND SCHEDULE OF RATES, BINDS ITSELF TO PROVIDE THE NECESSARY TELEVISION ANTENNA SYSTEM, AND TO ESTABLISH, OPERATE AND MAINTAIN THE LOCAL TELEVISION ANTENNA SYSTEM CONTEMPLATED IN THIS ORDINANCE, CONTINUING WITHOUT SUBSTANTIAL INTERRUPTION EXCEPT FOR CAUSES BEYOND ITS CONTROL UNTIL THE EXPIRATION OF THE TERM OF THIS GRANT. IN THE EVENT THAT SAID COMPANY FAILS TO FILE ITS SCHEDULE OF PROPOSED RATES WITHIN THE TIME HEREINBEFORE SPECIFIED, OR SAID SCHEDULE OF RATES IS NOT APPROVED BY BOTH COMPANY AND CITY OR SAID COMPANY FAILS TO FILE SAID WRITTEN ACCEPTANCE OF THE ORDINANCE WITHIN THE TIME HEREINBEFORE SPECIFIED, THIS GRANT, TOGETHER WITH ANY RIGHTS OR LIABILITIES ARISING OUT OF THE PROPOSAL HERETOFORE MADE FOR THE FURNISHING OF AN ADEQUATE TELEVISION ANTENNA SYSTEM FOR THE BENEFIT OF INHABITANTS OF SAID CITY, AND THE ACCEPTANCE OF SUCH PROPOSAL BY THE CITY, SHALL BE OF NO EFFECT AND VOID.



SECTION 20. REDRESS.

IN CASE OF THE FAILURE OF THE COMPANY TO PERFORM AND CARRY OUT ANY OF THE STIPULATIONS AND AGREEMENTS HEREIN SET FORTH IN ANY SUBSTANTIAL PARTICULAR, AND WITH RESPECT TO WHICH REDRESS IS NOT OTHERWISE HEREIN PROVIDED, THE CITY ACTING BY AND THROUGH THE COUNCIL MAY, AFTER HEARING, DETERMINE SUCH SUBSTANTIAL FAILURE, AND, THEREUPON, AFTER NOTICE GIVEN THE COMPANY OF SUCH DETERMINATION, THE COMPANY SHALL HAVE NINETY (90) DAYS TIME IN WHICH TO REMEDY THE CONDITIONS RESPECTING WHICH SUCH FINDING SHALL HAVE BEEN MADE. AFTER THE EXPIRATION OF SUCH NINETY (90) DAYS PERIOD AND FAILURE TO CORRECT SUCH CONDITIONS, THE CITY COUNCIL MAY TAKE SUCH STEPS AS IT DEEMS NECESSARY TO REVOKE THIS ORDINANCE, PROVIDED, HOWEVER, THAT BEFORE THE FRANCHISE MAY BE TERMINATED AND CANCELLED THE COMPANY SHALL BE PROVIDED WITH AN OPPORTUNITY TO BE HEARD BEFORE THE COUNCIL.

IN THE EVENT OF SUCH REVOCATION, OR TO HER TERMINATION OF SUCH FRANCHISE, THE CITY SHALL HAVE THE RIGHT TO PURCHASE ALL OF THE PROPERTY OF THE COMPANY USED UNDER AND IN CONNECTION WITH ITS FRANCHISE, TOGETHER WITH ALL GOODWILL, RIGHTS AND APPURTENANCES OF THE COMPANY AT A FAIR MARKET VALUE AT THE TIME OF PURCHASE. IN THE EVENT OF SUCH REVOCATION OR TERMINATION OF SUCH FRANCHISE AND THE CITY OR ANY OTHER PARTY OR PARTIES DO NOT ELECT TO PURCHASE THE COMPANY'S PROPERTY, THE COMPANY SHALL, AT A REQUEST OF THE CITY, AT ITS OWN EXPENSES AND WITHIN A REASONABLE TIME AS DETERMINED BY THE COUNCIL REMOVE ANY POLES, WIRES, CABLE AND RELATED APPURTENANCES CONSTRUCTED OR INSTALLED AND SHALL LEAVE THE STREETS AND PUBLIC WAYS IN AS GOOD CONDITION AS THEY WERE PRIOR TO SAID INSTALLATION.

SECTION 21. SEPARABILITY.

IF ANY SECTION, SUBSECTION, SENTENCE, CLAUSE, PHRASE OR PORTION OF THIS ORDINANCE IS FOR ANY REASON HELD INVALID OR UNCONSTITUTIONAL BY ANY COURT OF COMPETENT JURISDICTION, SUCH PORTION SHALL BE DEEMED A SEPARATE, DISTINCT AND INDEPENDENT PROVISION AND SUCH HOLDING SHALL NOT EFFECT THE VALIDITY OF THE REMAINING PORTIONS THEREOF.

SECTION 22. EFFECTIVE DATE.

THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT AFTER ITS PASSAGE, APPROVAL AND PUBLICATION AS PROVIDED BY LAW.

  
MAYOR

Date: November 9, 1983

Attest:

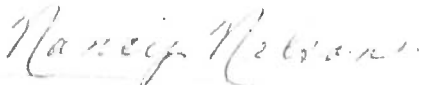
  
city clerk



EXHIBIT "A"

SCHEDULE OF RATES

THE FOLLOWING ARE THE INITIAL RATES AND CHARGES WHICH WILL BE SUBJECT TO CHANGE ONLY UPON AUTHORITY OF THE CITY COUNCIL.

| <u>NEW INSTALLATIONS</u>  | <u>CONNECTION CHARGE</u> | <u>MONTHLY BASIC SERVICE CHARGE</u> |
|---------------------------|--------------------------|-------------------------------------|
| RESIDENTIAL               | \$15.00                  | \$12.00                             |
| COMMERCIAL                | \$15.00                  | \$12.00                             |
| PAY CHANNEL               |                          | \$ 9.50                             |
| <u>ADDITIONAL OUTLETS</u> |                          |                                     |
| RESIDENTIAL & COMMERCIAL  | \$10.00                  | \$ 1.00<br>PER OUTLET               |

EXTRAORDINARY INSTALLATIONS MAY COST MORE. BRICK AND CEMENT BLOCK, STONE STRUCTURES, DISTANCE FROM TRUNK OR FEEDER LINES, ARE FACTORS THAT COULD INCREASE THESE COSTS.

FREE INSTALLATION WILL BE GIVEN FOR THE FIRST SIXTY (60) DAYS OF OPERATION.

EXHIBIT A

Amendment to ORDINANCE NO. 59

AMENDING THE CITY OF SHELLY, MINNESOTA  
CABLE TELEVISION FRANCHISE ORDINANCE  
TO AMEND THE COMPANY TO OLLIG UTILITIES COMPANY

THE CITY COUNCIL OF THE CITY OF SHELLY, MINNESOTA DOES ORDAIN AS FOLLOWS:

1. The preamble of the City of Shelly Cable Television Franchise Ordinance ("Shelly Franchise") is amended as follows:

AN ORDINANCE GRANTING A FRANCHISE TO ~~ADA//CABLE ASSOCIATION/~~ OLLIG UTILITIES COMPANY, ITS SUCCESSORS AND ASSIGNS, TO OPERATE AND MAINTAIN A COMMUNITY TELEVISION ANTENNA SYSTEM IN THE CITY; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE; AND PROVIDING FOR CITY REGULATION AND USE OF THE COMMUNITY TELEVISION ANTENNA SYSTEM; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS.

This Ordinance was duly adopted by the City Council of the City of Shelly at a regular meeting held on the 3rd day of December 1990 and it shall be in full force and effect upon adoption and publication.

ATTEST:

By: Nancy Nelson  
Its City Clerk

Charles Mauritzson  
Mayor