(First published in the , on the day of)

ORDINANCE NO. 165

AN ORDINANCE RELATING TO A COMMUNITY ANTENNA TELEVISION SYSTEM AND SERVICE (CATV) IN THE CITY OF BASEHOR , KANSAS, AND GRANTING A NON-EXCLUSIVE FRANCHISE TO JEFFERSON CO. CABLE CORP. , A KANSAS CORPORATION, TO CONSTRUCT, OPERATE AND MAINTAIN A COMMUNITY ANTENNA TELEVISION SYSTEM AND SERVICE WITHIN THE CITY OF BASEHOR , KANSAS. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF BASEHOR , KANSAS:

Section 1. Authority. This ordinance is passed and approved by the City Council of the City of Basehor , Kansas, and enacted pursuant to the laws of the State of Kansas.

Section 2. Franchise Grant. Pursuant to law, a non-exclusive franchise is granted to Jefferson Co. Cable Corp. , a Kansas corporation, (Grantee) to construct, own and operate a community antenna television system in the City of Basehor , Kansas. Said non-exclusive franchise is granted for a period of twenty (20) years, and shall vest all the rights, privileges and immunities of a CATV system franchise with Jefferson Co. Cable Corp. , however, said non-exclusive franchise shall be subject to and conditional upon all of the terms, duties and obligations found in the laws of the State of Kansas, rules and regulations of the Federal Communications Commission and of this ordinance.

Section 3. Rights Conferred by Franchise. (a). This ordinance confers upon Grantee the non-exclusive rights, authority, power and franchise to establish, construct, acquire, own, operate and maintain a community antenna and closed-circuit electronic (CATV) system with the City, and to render, furnish, and sell community antenna television service to the inhabitants of the City and its environs and to use and occupy the streets and other public places within the corporate limits of the City as the same now exists or may hereafter exist for its CATV system including the right to enter and construct, erect, locate, relocate, repair and rebuild, in, on, under, along, over and across the streets, alleys, avenues, parkways, lanes, bridges, and other public places in the City, all towers, poles, cable, amplifiers, conduits and other facilities owned, leased, or otherwise used by Grantee for the furnishing of CATV service within the City during the continuance of the franchise hereby granted, and in accordance with the laws and regulations of the United States of America, the State of Kansas and ordinances and regulations of the City of Basehor , Kansas.

(b). The City reserves the right of reasonable regulation of the erection, construction or installation of any facilities by the Grantee and to reasonably designate where such facilities are to be placed within the public ways and places.

Section 4. Terms and conditions of operation. The authorization herein granted is conditioned upon compliance with the following terms and conditions:

That notwithstanding any grant or authority herein elsewhere made, it is expressly understood that the joint use of any and/or existing poles in place owned by the City of Basehor , Kansas, the Southwestern Bell

Telephone Company, or others, is anticipated. The company shall have the power to erect, locate, or relocate any of its towers, pole or poles at any place within the City of Basehor , Kansas. The company shall not make use of any towers, pole or poles anywhere within the City of Basehor , Kansas, which may be owned by another, or by another with whom the City of Basehor , Kansas, may now or hereafter have a joint user contract, which is by reference made a part hereof, without compensation by prior agreement with the owner(s) of said towers or poles. This franchise upon passage and publication by the City of Basehor, Kansas, shall serve as a legal and binding joint pole use agreement between the City of Basehor , Kansas, and franchise holder. The City, under this joint pole use agreement, does hereby grant at no charge to franchise holder access to any and all poles owned by the City now and in the future for the purpose of attaching CATV cables thereto. Additionally, franchise holder grants to the City under this joint pole use agreement at no charge access to any and all franchise holder owned poles now and in the future, for the purpose of attaching City power cable thereto.

Section 5. Registration. Grantee shall obtain at its own expense a Registration Number for the Federal Communications Commission as a condition precedent to the construction, operation and maintenance of a CATV system in the City of Basehor , Kansas. Grantee shall file the necessary application for said registration within ninety (90) days of the effective date of this franchise.

Section 6. Installation of CATV System. (a). The Grantee shall have commenced and accomplished a significant construction of the cable system facilities authorized in this ordinance within nine (9) months after the effective date of this ordinance, and shall thereafter equitably and reasonably extend energized trunk cable to such percentage of its franchised area as will accomplish completion of the CATV System within one (1) year after the effective date of this ordinance.

(b). The installation of the CATV System shall be in accordance with the requirements of the National Electric Safety Code of the American Insurance Association, latest edition, all applicable laws, ordinances, rules and regulations of the FCC, the State of Kansas, and of the City affecting electrical installations and buildings, now or hereinafter in effect.

(c). The Grantee, subject to the rights of adjoining property owners at its expense, shall have the authority to trim trees upon an overhanging street, alley, sidewalk, and public place in the City so as to prevent the branches of such trees from coming in contact with the wires and cables of Grantee, all trimming to be done under the supervision and direction of the City.

(d). The Grantee shall at its expense protect, support, temporarily disconnect, relocate or remove any property of the Grantee located upon streets, rights of way and easements of the City, when required by the City because of traffic conditions, public safety, street vacation, street construction, change or establishment of street grade, installation of sewers, drains, water pipes, power lines, signal lines, and tracks or any other type of construction or improvement by the City, if the Grantee fails to do so, the City may cause the necessary work to be completed and Grantee shall pay the City the cost thereof within

ten (10) days after receipt of an itemized account of such cost. Grantee shall at all times make and keep a full and complete set of plats, maps and records showing location of its facilities within the public ways of the City.

Section 7. Re-location of Property. The Grantee, at the request of any person holding a permit issued by the City, shall temporarily remove, raise or lower its wires or cables to permit the moving of buildings or equipment. The expense of such temporary removal, raising or lowering shall be paid by the person requesting the same, and the Grantee may require such payment in advance. The Grantee shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary wire or cable change.

Section 8. Rules, Regulations, Rates and Charges. (a). Grantee shall have the authority to promulgate such rules, regulations, terms and conditions of its business as shall reasonably be necessary to enable the Grantee to exercise its rights and perform its services under this franchise and to assure an uninterrupted service to each and all of its subscribers.

(b). All rates and charges made by the Grantee for its services shall be fair, reasonable, just and uniform.

(c). The City shall receive notice from Grantee at least sixty (60) days prior to a change in rates. In the event that the rates are to be raised, the City shall be furnished evidence by Grantee of the necessity of such increase.

Section 9. It is expressly understood and agreed by and between the Grantee and the City that the Grantee shall save the City harmless from all loss sustained by the City on account of any suit, judgment, execution claim or demand whatsoever, resulting from negligence on the part of the Grantee or its agents in the construction, operation or maintenance of its electrical system in the City, and Grantee shall cause to be defended at its own expense all actions that may be commenced against the City by reason of the construction and/or operation of such system. The Grantee shall carry public liability and property damage insurance in the sum of $100,000.00 Dollars for each individual, $300,000.00 Dollars for each accident and $100,000.00 Dollars for property damage, with the City named as an additional insured. Said insurance to be carried with an insurance company with a recognized national rating acceptable to the City and the City shall be furnished proof of such insurance. Grantee shall also provide and maintain similar insurance under a Broad Form Automobile policy, with the foregoing limits, and Workman's Compensation insurance with Kansas statutory limits if automobile or employees are utilized in Grantee's name. All of the above mentioned insurance shall be issued by a company authorized to do business in the State of Kansas and shall be provided before the Grantee, its successors or assigns thereof, shall commence the construction or other operations mentioned. The City shall notify the Grantee's representative or employee in the City, if any, within ten (10) days after presentation of any demand or claim that may arise, whether by suit or otherwise, against the City. Grantee shall maintain on file with the City Clerk at all times a current certificate of insurance. All insurance policies shall provide for not less than thirty (30) days notice of cancellation.

Section 10. Term of Franchise-Renewal. This authorization, shall be for a period of twenty (20) years from approval of this ordinance, and is not subject to automatic renewal. This franchise may be renewed by the Company, its successors and assigns for an additional twenty (20) years by written agreement between the Company and the City of Basehor , Kansas, but only after the City of Basehor , Kansas, has reviewed the operation of the Company and is otherwise satisfied that such operation and all the provisions hereof have been fully or substantially complied with.

Section 11. Payment to City. In consideration of the rights, privileges and franchise hereby granted, and as compensation to the City for the use of its public ways and places by the Grantee, and to properly regulate the activities of Grantee, the Grantee shall, on or before the first day of January and the first day of July of each year to which this franchise is effective, pay the City a sum of three (3%) percent of the gross subscriber revenues for basic community antenna television service within the then existing corporate limits of the City for the preceding six-month period ending on the last day of December and the last day of June, respectively. The Grantee shall keep books and records pursuant to established practices using generally accepted auditing procedures.

Section 12. Franchise Termination. The City may terminate the franchise and all rights therein granted in the event the Grantee or the successors or assigns thereof shall fail to comply with any of the terms and conditions of the ordinance. The City may exercise such right of termination by mailing notice thereof by registered mail to the Grantee, unless within thirty (30) days after such mailing full compliance with the terms and provisions of the ordinance has been effected.

Section 13. Publication Costs. The Grantee will pay to the City a sum to cover the ordinance publication costs when presented with the bill by the City.

Section 14. Sale or Transfer of Franchise. This franchise shall not be sold, transferred, leased, assigned or otherwise disposed of by the Grantee without the written permission of the City, who shall not unreasonably withhold such permission.

Section 15. Complaints. The City directs the Grantee to make investigation of, and resolve, all complaints regarding the quality of service, equipment, malfunctions and similar matters within forty-eight (48) hours after notification and further that Grantee shall maintain a local business office or agent, within the City, for these purposes.

Section 16. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The invalidity of any portion of this ordinance shall not abate, reduce or otherwise affect any consideration or other obligation required of Grantee by the franchise granted hereunder.

Section 17. Compliance with FCC Rules. Any modifications of the

provisions of this franchise resulting from amendment of the Federal Communications Commission rules and regulations governing Part 76, shall be incorporated into this franchise within one (1) year of adoption of the modification, or at the time of franchise renewal, whichever first occurs. It will be the Grantee's responsibility to keep the City informed of all FCC rules.

Section 18. This ordinance is passed and adopted in conformity with K.S.A. 1974 Supp. 12-2006 et seq., and in addition to other provisions herein set out said Jefferson Co. Cable Corp. , shall file with the City and obtain approval thereof a proper map showing and describing the exact location or proposed location of all of its facilities within the City's streets, alleys and public ways and secure from the proper City officials approval for the erection of either above ground or below ground facilities so as not to interfere with existing public utility facilities now located or hereafter located pursuant to other public utiltiy franchises, excluding herefrom the necessity of securing prior approval of the City if and when said corporation obtains pole attachment agreements with existing public utilities for the joint use of poles that may be now existing or may be hereafter erected by such public utility franchise other than by this Ordinance.

Section 19. All ordinances and parts of ordinances in conflict herewith are hereby repealed as of the effective date of this Ordinance, excluding, however, any and all public utility franchises heretofore granted to public utilities, including utilities regulated by the State Corporation Commission.

Section 20. This Ordinance shall take effect from and after its passage, adoption and publication once in the official city newspaper.

Passed by the City Council on this 5th day of April, 1983.

Approved by the Mayor on this 5th day of April, 1983.

Mayor

ATTEST:

City Clerk