

CHAPTER 10

CABLE TELEVISION

ARTICLE I – FRANCHISE REGULATIONS

10.01 **FRANCHISE.** The right is hereby granted to Continental Cablevision, Inc., its successors and assigns, hereinafter referred to as the "Company", to erect, maintain and operate television transmission and distribution facilities and additions thereto in, under, over, along, across and upon the streets, lanes, avenues, sidewalks, alleys, bridges, easements and other public places in the City of Belleville, and subsequent additions thereto, for the purpose of transmission and distribution impulses and television energy in accordance with the laws and regulations of the United States of America and the State of Illinois, and the ordinances and regulations of the City of Belleville, for a period of **twenty (20) years**, following the passage of this Chapter. **(3672; § 1) (See Sec. 10.24 of this Code.)**

10.02 **TELEVISION.** Wherever used in this Chapter, the word "television" shall mean a system for simultaneous transmission of audio signals and transient visual images by means of electrical impulses. **(3672; § 2)**

10.03 **POLES.** The poles used for the Company's distribution system shall be those erected and maintained by Illinois Bell Telephone Company, and/or Illinois Power Company, and/or Union Electric Company, when and where practicable, provided mutually satisfactory rental agreements can be entered into with said Company. The Company's distribution system shall be underground in areas where utilities are underground. **(3672; § 3)**

10.04 **COMPLIANCE WITH SAFETY REGULATIONS.** The Company's transmission and distribution system, poles, wires and appurtenances shall be located, erected and maintained so as not to endanger or interfere with the lives of persons or to interfere with any improvements the City may deem proper to make, or to hinder unnecessarily or obstruct the free use of the streets, alleys, bridges, easements or other public property.

The Company shall comply with all FCC regulations concerning installation and maintenance so as not to interfere with reception of other television viewers who are not subscribers.

Construction and maintenance of the transmission distribution system, including house connections, shall be in accordance with the provisions of National Electrical Safety Code, prepared by the National Bureau of Standards, the National Electrical Code of the National Board of Fire Underwriters, the Illinois Commerce Commission General Order No. 160 or revisions thereof, and such applicable ordinances and regulations of the City of Belleville affecting electrical installations which may be presently in effect or may be enacted by the City Council of the City of Belleville.

Installation and house drop hardware shall be uniform throughout the City, except that the Company shall be free to change its hardware and installation procedure as the art progresses. **(3672; § 4)**

10.05 **MAINTENANCE.** In the maintenance and operation of its television transmission and distribution system in the streets, alleys and other public places, and in the course of any new construction or addition to its facilities, the Company shall proceed so as not to cause unnecessary inconvenience to the general public; any opening or obstruction in the streets or other public places, made by the Company in the course of its operations, shall be guarded and protected at all times by the placement of adequate barriers, fences or boardings, the bounds of which during periods of dusk and darkness shall be clearly designated by red warning lights.

The Company shall at all times comply with any and all rules and regulations which the City has made or may make applying to the public generally with reference to the removal or replacement of pavements and to the excavations in streets and other public places, not inconsistent with their use for the purposes contemplated by this Ordinance. **(3672; § 5)**

10.06 **SERVICE RULES.** The Company shall have the right to prescribe reasonable service rules and regulations for the conduct of its business not inconsistent with the provisions of this Chapter, and a copy of such service rules and regulations shall be kept on file at all times with the City Clerk. **(3672; § 6)**

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10.07 **SALES.** The Company shall comply with all applicable rules and regulations of the Federal Communications Commission. The Company shall not engage directly or indirectly in the sale or service of television sets, accessories or related equipment, other than the servicing of equipment owned by the Company as a part of its transmission system, in the City of Belleville; nor shall the Company suggest, recommend or single out any television sales or service firm or business establishment to be patronized by its subscribers. The Company shall exercise all reasonable influence on its agents, employees and representatives to require their compliance with this Section. **(3672; § 7)**

10.08 **EQUIPMENT.** All equipment shall be installed and maintained so as to provide pictures on subscriber receivers throughout the system essentially of the same quality as those received at the antenna site.

Installation and maintenance of equipment shall be such that standard NTSC color signals shall be transmitted with full fidelity to any subscriber. **(3672 § 8)**

10.09 **FORFEITURE.** In the event of the failure of the Company to be in substantial construction of the community antenna television system contemplated and provided for by this Chapter within a period of **eight (8) months** from the effective date of this Chapter, the City Council shall have the right on reasonable notice to the Company, to declare this Chapter and the rights and franchise granted thereunder forfeited; provided, however, that failure to comply with this stipulation by reason of causes beyond the reasonable control of the Company, which could not be anticipated at the time of its acceptance by the Company, shall not be sufficient grounds to declare a forfeiture. The distribution system of the Company to be hereafter installed shall not be abandoned, either in whole or in part, without the consent of the City Council. **(3672; § 9)**

10.10 **INSURANCE.** The Company shall carry insurance in such form and in such companies as shall be approved by the City Council to protect the City and itself from and against any and all claims for injury or damages to persons or property, both real and personal, caused by the construction, erection, operation or maintenance of any structure, equipment, appliance or products authorized or used pursuant to

authority of this Chapter, and the amount of such insurance against liability due to damage to property shall be not less than **One Hundred Thousand Dollars (\$100,000.00)** as to any one person, and **Two Hundred Fifty Thousand Dollars (\$250,000.00)** as to any one accident, and against liability due to injury or death of persons, **One Hundred Thousand Dollars (\$100,000.00)** as to any one person, and **Five Hundred Thousand Dollars (\$500,000.00)** as to any one accident.

The Company, upon receipt of due notice in writing from the City, shall defend at its own expense any action or proceedings against the City of Belleville in which it is claimed that the injury or damage arose from the Company's activities in the operation of its television system.

The Company further agrees to hold the City harmless from any and all claim or claims, actions or causes of action as a result of the activities of the Company, including, but not limited to claims of copyright infringement made against the City and agrees to defend the City and pay all judgments that might be entered against the City in connection therewith, together with the expense and costs, including attorney's fees, for the defense of the same, and for this purpose the Company be required to furnish bond or insurance, acceptable to the City of Belleville, in the amount of **Two Hundred Fifty Thousand Dollars (\$250,000.00)**, commencing the first year of operation, and at the end of the first year this amount be reviewed for increases or decreases. **(3672; § 10)**

10.11 REMOVAL. Upon termination or forfeiture of this grant, in accordance with any of its terms, the Company shall, within a reasonable time, remove its cables, wires, and appliances from the City streets, lanes, avenues, sidewalks, alleys, bridges, easements and other public places within the City and subsequent additions thereto.

In the event of the failure of the Company to perform the obligation of the first sentence of this Section, the City shall have the right to make a written demand on the company for such performance, and in the event of the failure of the Company to proceed to carry out the removal of such equipment within **thirty (30) days** from the date of such demand to proceed with such removal expeditiously, the City shall have the right to remove the same and retain it as the City's property, without accounting therefor to the Company, and the expense of such removal shall be charged to and paid by the Company, without credit for the value, if any, of the equipment removed by the City. **(3672; § 11)**

10.12 **REVOCATION.** If the Company shall fail to comply with any of the provisions of this grant, or default in any of its obligations, except for causes beyond the reasonable control of the Company, as provided for in **Section 10.09** hereof, and shall fail, within **thirty (30) days** after written notice from the City to correct such default or non-compliance, the City Council shall have the right to revoke this Chapter and all rights of the Company hereunder. **(3672; § 12)**

10.13 **INITIAL SYSTEM.**

(A) The cablevision system herein contemplated shall initially be a single cable with 35-channel capacity and shall have full color capability. The broadcast television stations as set out in "Exhibit A", shall be initially offered, subject to Federal Communications Commission approval.

(B) Motion pictures shown will not be X-rated.

(C) Company shall provide a local studio in the central business district provided suitable facilities are available and a Local Origination (cablecasting) Channel which shall be capable of carrying color programming and programmed to meet the needs and interests of the Belleville community, including, without charge, religious programming locally originated by Belleville's recognized religious organizations.

(D) The Company shall maintain a Government Access Channel for use by local government, and which said channel shall be available free of charge.

(E) Company shall maintain an Educational Access Channel for use by local educational authorities, which shall be maintained and made available free of charge.

(F) Company shall maintain a Public Access Channel as a separate channel for use by anyone in the community on a first-come, first-served basis. The cost for the first **five (5) minutes** of programming shall be the responsibility of the Company and the users thereof shall pay the production costs for programs over **five (5) minutes**.

(G) The Company shall allocate **one (1) channel** for environmental services provided accurate time, weather information and community public service messages.

(H) Company shall provide FM and stereo FM service.

(I) In the case of any emergency or disaster, the Company shall, upon request of the City, make available its facilities to the City for reasonable emergency use during the emergency or disaster period.

(J) The Company will provide **one (1)** free service outlet to all parochial and public schools within the Company's service area, and **one (1)** free service outlet to municipal government buildings, fire stations, the police stations, institutions of public learning, the public library, and St. Elizabeth and Memorial Hospitals.

(K) The Company will provide an institutional network which will interconnect all public and parochial schools, government buildings, police and fire stations, library, Senior Citizens Club of Belleville, all **three (3)** chapters of the American Association of Retired Persons, St. Elizabeth Hospital, Memorial Hospital, and Belleville Area College.

The institutional network will be a separate cable system, with **twenty (20)** "forward" channels, and **twenty (20)** "reverse" channels. This network may be expanded to a total of **seventy (70)** "forward" and "reverse" channels when needed. Construction, installation and maintenance will be at Company expense. **(3672; § 13)**

10.14 **APPROVAL OF TRANSFER.** The Company shall not sell or transfer its plant or system to another other than a parent company or a wholly owned subsidiary of the Company, nor transfer any rights under this franchise to another, except as security for monies borrowed, without the written consent of the City Council. Provided, however, if the Company is selling, assigning, leasing or transferring a majority of the Company's Illinois franchised communities, then such written consent shall not be unreasonably withheld. Neither this Section nor other sections of this franchise shall preclude the assignment of certain rights in the system by the Company for the purpose of financing. **(3672; § 14)**

10.15 **NEW DEVELOPMENTS.** It shall be the policy of the City liberally to amend this franchise upon application of the Company, when necessary to enable the Company to take advantage of any developments in the field of transmission of television and radio signals which will afford it an opportunity more effectively, efficiently and economically to serve its customers. **(3672; § 15)**

10.16 **RENEWAL.** The franchise granted hereunder may be renewed for periods of reasonable duration upon the following conditions:

(A) At least **nine (9) months** before the end of the term of this franchise, and of any renewal term thereof, the Company may give written notice to the City of its intent to renew. Within **sixty (60) days** after its receipt of said notice, the City shall convene an appropriate public proceeding affording due process wherein the Company's performance of its obligations under this franchise will be reviewed, and at which the Company may offer evidence and respond to questioning.

(B) The City Council shall then determine whether or not the Company has been and continues to be in substantial compliance with the material terms and conditions of the franchise, and whether or not the Company has the requisite character, legal, financial, and technical qualifications to continue to maintain and operate its system.

(C) If the City Council finds that the Company has substantially complied with the terms of paragraph (B) herein, the Council shall renew this franchise on the same terms and conditions for a subsequent term of **fifteen (15) years**. The Council shall make its said finding in writing, together with supporting reasons therefor, within **thirty (30) days** of said public proceeding. Failure to issue said finding within said **thirty (30) days** shall be deemed an approval of said renewal for a **fifteen (15) year** period. **(3672; § 16)**

10.17 **FRANCHISE FEES.** The Company shall during each year of operation under this Chapter, pay to the City **five percent (5%)** of the annual Gross Subscriber Receipts received by the Company rendered by customers located within the City. At the time of this annual payment, the Company shall furnish the City with an audited financial statement showing the Company's annual Gross Subscriber Receipts during the preceding year for the City. All payments as required by the Company to the City shall, be made annually and shall be due **ninety (90) days** after the close of the calendar year. The Company will automatically pay to the City **five percent (5%)** of the annual Gross Subscriber Receipts per year upon FCC approval. **(Ord. No. 6386; 02-18-02)**

10.18 **GROSS SUBSCRIBERS REVENUES.** Gross Subscriber Revenues shall mean the revenues derived from the monthly service charges paid by subscribers located within the City for regular cable television reception service, which service includes the transmission of broadcast signals and the programming presented on the required access and originations channels, if any, and for monthly service charges paid by subscribers for any pay television services offered. Gross Subscriber Revenues shall not include any revenues received (A) as reimbursement of expense in the operation of any access channels; (B) as advertising payments; (C) from the leasing of cable channels and (D) from furnishing other communications and non-broadcast services either directly or as a carrier for another party or any other income derived from the system. Gross Subscriber Revenues shall also not include revenues received as installation charges and fees for reconnections, repairs or modifications of any installations. **(3672; § 18)**

10.19 **SUBSCRIBER RATES AND CHARGES.**

(A) Except as otherwise provided in this Chapter, the Grantee shall have the right, privilege and authority to charge the rates and charges as described in "Exhibit B".

(B) The Company may adjust its rates, thereafter, in accordance with changes in the U. S. Department of Labor Consumer Price Index. In no event shall these rates be adjusted for a period of **two (2) years** following the start of cable service in the City. **(3672; § 19)**

10.20 **DELINQUENT.** The Company shall be authorized to charge, in addition to its schedule of charges for subscriber service, a fee of **one and one-half percent (1-1/2%)** per month, up to the maximum amount permitted by State Law, for delinquent accounts. An account becomes delinquent **thirty (30) days** after a statement thereof is rendered and remains unpaid. **(3672; § 20)**

10.21 **COMPLAINTS.** Pursuant to FCC requirements, the Company shall maintain a local business office, or agent, which subscribers may telephone during regular business hours, without incurring added message or toll charges so that CATV maintenance service shall be promptly available. Should a subscriber have an unresolved complaint regarding cable service **thirty (30) days** after notifying the system of same, he/she may file his/her complaint with the City

Clerk, who has primary responsibility for the continuing administration of the franchise and the implementation of complaint procedures, and thereafter to meet jointly with a representative of the City and a representative of the Company, within **thirty (30) days**, to fully discuss and resolve such matters. The Company shall notify each new subscriber, at the time of initial subscription to the service of the Company, of the procedures for reporting and resolving such complaints. **(3672; § 21)**

10.22 MISDEMEANOR. From and after the effective date of this Chapter, it shall be unlawful for any person to construct, install, or maintain within any public street in the City, or within any other public property of the City, or within any privately owned area within the City which has not yet become a public street, but is designated or delineated as a proposed public street on any tentative subdivision map approved by the City, any equipment or facilities for distributing any television signals or radio through a CATV system, unless authorization for such use of such street or property or area has first been obtained from the City Council, and unless such authorization is in full force and effect.

It shall be unlawful for any person, firm or corporation to make any unauthorized connection, whether physically, electrically, acoustically, inductively, or otherwise, with any part of a CATV system within this City for the purpose of enabling himself or others to receive any television signal, radio signal, picture, program, or sound, through the CATV system.

It shall be unlawful for any person, without the consent of the CATV operator, to willfully tamper with, remove or injure any cables, wires, or equipment used for distribution of television signals, radio signals, picture, programs or sounds, through the CATV system.

Any person violating or failing to comply with any of the above provisions shall be guilty of a misdemeanor and, for each day of violation or failure to comply, may be punished by a fine, not to exceed **Five Hundred Dollars (\$500.00)**. **(3672; § 22)**

10.23 MODIFICATION. Any lawful modification resulting from amendments to **Section 76.31 ("Franchise Standards")** of the Rules and Regulations of the FCC shall be incorporated into this franchise within **one (1) year** of adoption of the modification, or at the time of franchise renewal, whichever occurs first. **(3672; § 23)**

10.24 TRANSFER OF OWNERSHIP.

(A) The Franchise Authority hereby consents to and approves the assignment by Continental of its right, title and interest in the Franchise to TCICP, to the extent that such consent is required by the terms of the Franchise and applicable law, and the assumption by TCICP of the obligations of Continental under the Franchise, subject to applicable law, which accrue from and after the date of consummation of the transactions under the Agreement, all in accordance with the terms of the Franchise.

(B) The Franchise Authority confirms that:

- (1) The Franchise is currently in full force and effect and expires on November 29, 1999, subject to options in the Franchise, if any, to extend such term,
- (2) The Franchise supersedes all other agreements between Continental and the Franchise Authority and represents the entire understanding of the parties, and
- (3) Continental is materially in compliance with the provisions of the Franchise and there exists no fact or circumstances known to the Franchise Authority which constitutes a material default or breach under the Franchise.

(C) TCICP hereby accepts the terms of the Franchise and agrees to all conditions thereof.

(D) TCICP may transfer the Franchise or control related thereto to any entity controlling, controlled by or under common control with TCICP upon notice to the Franchise Authority of any such transfer to an entity affiliated with TCICP. **(Ord. No. 5613; 08-19-96)**

**ARTICLE II - CABLE/VIDEO SERVICE PROVIDER FEE
AND PEG ACCESS FEE**

10-2-1 DEFINITIONS. As used in this Article, the following terms shall have the following meanings:

(A) **"Cable Service"** means that term as defined in 47 U.S.C. § 522(6).

(B) **"Commission"** means the Illinois Commerce Commission.

(C) **"Gross Revenues"** means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the holder for the operation of a cable or video system to provide cable service or video service within the holder's cable service or video service area within the City.

(1) Gross revenues shall include the following:

- (a) Recurring charges for cable or video service.
- (b) Event-based charges for cable service or video service, including, but not limited to, pay-per-view and video-on-demand charges.
- (c) Rental of set top boxes and other cable service or video service equipment.
- (d) Service charges related to the provision of cable service or video service, including but not limited to activation, installation, and repair charges.
- (e) Administrative charges related to the provision of cable service or video service, including but not limited to service order and service termination charges.
- (f) Late payment fees or charges, insufficient funds check charges, and other charges assessed to recover the costs of collecting delinquent payments.
- (g) A pro rata portion of all revenue derived by the holder or its affiliates pursuant to compensation arrangements for advertising or for promotion or exhibition of any products or services derived from the operation of the holder's network to provide cable service or video service within the City. The allocation shall be based on the number of subscribers in the City divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement.
- (h) Compensation received by the holder that is derived from the operation of the holder's network to provide cable service or video service with respect to

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commissions that are received by the holder as compensation for promotion or exhibition of any products or services on the holder's network, such as a "home shopping" or similar channel, subject to subsection (i).

- (i) In the case of a cable service or video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the holder's revenue attributable to the other services, capabilities, or applications shall be included in the gross revenue unless the holder can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
 - (j) The service provider fee permitted by 220 ILCS 5/21-801(b).
- (2) Gross revenues do not include any of the following:
- (a) Revenues not actually received, even if billed, such as bad debt, subject to 220 ILCS 5/21-801(c)(1)(vi).
 - (b) Refunds, discounts, or other price adjustments that reduce the amount of gross revenues received by the holder of the State-issued authorization to the extent the refund, rebate, credit, or discount is attributable to cable service or video service.
 - (c) Regardless of whether the services are bundled, packaged, or functionally integrated with cable service or video service, any revenues received from services not classified as cable service or video service, including, without limitation, revenue received from telecommunication services, information services, or the provision of directory or Internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing or any other revenues attributed by the holder to noncable service or non-video service in accordance with the holder's books and records and records kept in the regular course of business and any applicable laws, rules, regulations, standards, or orders.
 - (d) The sale of cable services or video services for resale in which the purchaser is required to collect the service provider fee from the purchaser's subscribers to the extent the purchaser certifies in writing that it

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will resell the service within the City and pay the fee permitted by 220 ILCS 5/21-801(b) with respect to the service.

- (e) Any tax or fee of general applicability imposed upon the subscribers or the transaction by a city, state, federal, or any other governmental entity and collected by the holder of the State-issued authorization and required to be remitted to the taxing entity, including sales and use taxes.
 - (f) Security deposits collected from subscribers.
 - (g) Amounts paid by subscribers to "home shopping" or similar vendors for merchandise sold through any home shopping channel offered as part of the cable service or video service.
- (3) Revenue of an affiliate of a holder shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate rather than the holder has the effect of evading the payment of the fee permitted by 220 ILCS 5/21-801(b) which would otherwise be paid by the cable service or video service.

(D) **"Holder"** means a person or entity that has received authorization to offer or provide cable or video service from the Commission pursuant to 220 ILCS 5/21-401.

(E) **"PEG"** means public, education and governmental.

(F) **"PEG Access Support Fee"** means the amount paid under this Article and 220 ILCS 5/21-801(d) by the holder to the City for the service areas within its territorial jurisdiction.

(G) **"Service"** means the provision of "cable service" or "video service" to subscribers and the interaction of subscribers with the person or entity that has received authorization to offer or provide cable or video service from the Commission pursuant to 220 ILCS 5/21-401.

(H) **"Service Provider Fee"** means the amount paid under this Article and 220 ILCS 5/21-801 by the holder to a City for the service areas within its territorial jurisdiction.

(I) **"Video Service"** means video programming and subscriber interaction, if any, that is required for the selection or use of such video programming services, and which is provided through wireline facilities located at least in part in the public right-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 U.S.C. § 332(d) or any video programming provided solely as part of, and via, service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

10-2-2 CABLE/VIDEO SERVICE PROVIDER FEE IMPOSED.

(A) **Fee Imposed.** A fee is hereby imposed on any holder providing cable service or video service in the City.

(B) **Amount of Fee.** The amount of the fee imposed hereby shall be **five percent (5%)** of the holder's gross revenues.

(C) **Notice to the City.** The holder shall notify the City at least **ten (10) days** prior to the date on which the holder begins to offer cable service or video service in the City.

(D) **Holder's Liability.** The holder shall be liable for and pay the service provider fee to the City. The holder's liability for the fee shall commence on the first day of the calendar month following **thirty (30) days** after receipt of the ordinance adopting this Article by the holder. The ordinance adopting this Article shall be sent by mail, postage prepaid, to the address listed on the holder's application notice sent pursuant to 220 ILCS 5/21-401(b)(6) to the City.

(E) **Payment Date.** The payment of the service provider fee shall be due on a quarterly basis, **forty-five (45) days** after the close of the calendar quarter. If mailed, the fee is considered paid on the date it is postmarked. Each payment shall include a statement explaining the basis for the calculation of the fee.

(F) **Exemption.** The fee hereby imposed does not apply to existing cable service or video service providers that have an existing franchise agreement with the City in which a fee is paid.

(G) **Credit for Other Payments.** An incumbent cable operator that elects to terminate an existing agreement pursuant to 220 ILCS 5/21-301(c) with credit to prepaid franchise fees under that agreement may deduct the amount of such credit from the fees that operator owes under Section 116.02(b).

10-2-3 PEG ACCESS SUPPORT FEE IMPOSED.

(A) **PEG Fee Imposed.** A PEG access support fee is hereby imposed on any holder providing cable service or video service in the City in addition to the fee imposed pursuant to **Section 10-2-2(B)**.

(B) **Amount of Fee.** The amount of the PEG access support fee imposed hereby shall be **one percent (1%)** of the holder's gross revenues or, if greater, the percentage of gross revenues that incumbent cable operators pay to the City or its designee for PEG access support in the City.

(C) **Payment.** The holder shall pay the PEG access support fee to the City or to the entity designated by the City to manage PEG access. The holder's liability for the PEG access support fee shall commence on the date set forth in **Section 10-2-2(D)**.

(D) **Payment Due.** The payment of the PEG access support fee shall be due on a quarterly basis, **forty-five (45) days** after the close of the calendar quarter. If mailed, the fee is considered paid on the date it is postmarked. Each payment shall include a statement explaining the basis for the calculation of the fee.

(E) **Credit for Other Payments.** An incumbent cable operator that elects to terminate an existing agreement pursuant to **220 ILCS 5/21-301(c)** shall pay, at the time they would have been due, all monetary payments for PEG access that would have been due during the remaining term of the agreement had it not been terminated pursuant to that section. All payments made by an incumbent cable operator pursuant to the previous sentence may be credited against the fees that the operator owed under **Section 10-2-3(B)**.

10-2-4 APPLICABLE PRINCIPLES. All determinations and calculations under this Article shall be made pursuant to generally accepted accounting principles.

10-2-5 NO IMPACT ON OTHER TAXES DUE FROM HOLDER. Nothing contained in this Article shall be construed to exempt a holder from any tax that is or may later be imposed by the City, including any tax that is or may later be required to be paid by or through the holder with respect to cable service or video service. A State-issued authorization shall not affect any requirement of the holder with respect to payment of the City's simplified municipal telecommunications tax or any other tax as it applies to any telephone service provided by the holder. A State-issued authorization shall not affect any requirement of the holder with respect to payment of the local unit of government's 911 or E911 fees, taxes or charges.

10-2-6 AUDITS OF CABLE/VIDEO SERVICE PROVIDER.

(A) **Audit Requirement.** The City will notify the holder of the requirements it imposes on other cable service or video service providers to submit to an audit of its books and records. The holder shall comply with the same requirements the City imposes on other cable service or video service providers in its jurisdiction to audit the holder's books and records and to recomputed any amounts determined to be payable under the requirements of the City. If all local franchises between the City and cable operator terminate, the audit requirements shall be those adopted by the City pursuant to the Local Government Taxpayers' Bill of Rights Act, 50 ILCS 45/1 et seq. found in Chapter 36. No acceptance of amounts remitted should be construed as an accord that the amounts are correct. **(See Chapter 36 - Taxation)**

(B) **Additional Payments.** Any additional amount due after an audit shall be paid within **thirty (30) days** after the municipality's submission of an invoice for the sum.

10-2-7 LATE FEES/PAYMENTS. All fees due and payments which are past due shall be governed by ordinances adopted by this municipality pursuant to the Local Government Taxpayers' Bill of Rights Act, 50 ILCS 45/1 et seq.

(See 220 ILCS 5/21-801)

(Ord. No. 7079; 01-22-08)

ARTICLE III - CABLE AND VIDEO CUSTOMER PROTECTION LAW

10-3-1 CUSTOMER SERVICE AND PRIVACY PROTECTION LAW.

(A) **Adoption.** The regulations of 220 ILCS 5/70-501 are hereby adopted by reference and may applicable to the cable or video providers offering services within the City's boundaries.

(B) **Amendments.** Any amendment to the Cable and Video Customer Protection Law that becomes effective after the effective date of this Article shall be incorporated into this Article by reference and shall be applicable to cable or video providers offering services within the municipality's boundaries. However, any amendment that makes its provisions optional for adoption by municipalities shall not be incorporated into this Article by reference without formal action by the corporate authorities of the City.

10-3-2 ENFORCEMENT. The City does hereby pursuant to law declare its intent to enforce all of the customer service and privacy protection standards of the Cable and Video Protection Law with respect to complaints received from residents within the City.

10-3-3 CUSTOMER CREDITS. The City hereby adopts the schedule of customer credits for violations. Those credits shall be as provided for in the provisions of 220 ILCS 5/70-501(s) and applied on the statement issued to the customer for the next billing cycle following the violation or following the discovery of the violation. The cable or video provider is responsible for providing the credits and the customer is under no obligation to request the credit.

10-3-4 PENALTIES. The City, pursuant to 220 ILCS 5/70-501(r)(1), does hereby provide for a schedule of penalties for any material breach of the Cable and Video Protection Law by cable or video providers in addition to the penalties provided in the law. The monetary penalties shall apply on a competitively neutral basis and shall not exceed **Seven Hundred Fifty Dollars (\$750.00)** for each day of the material breach, and shall not exceed **Twenty-Five Thousand Dollars (\$25,000.00)** for each occurrence of a material breach per customer.

(A) Material breach means any substantial failure of a cable or video provider to comply with service quality and other standards specified in any provision of the law.

(B) The City shall give the cable or video provider written notice of any alleged material breaches of the law and allow such provider at least **thirty (30) days** from the receipt of the notice to remedy the specified material breach.

(C) A material breach, for the purposes of assessing penalties, shall be deemed to occur for each day that a material breach has not been remedied by the cable or video service provider after the notice in (B).

(Ord. No. 7078; 01-23-08)

EXHIBIT "A"

CHANNEL ALLOCATIONS FOR SERVICE

Proposed Dial Position	
2	KTVI, St. Louis (ABC)
3	Environmental Data (Time, Temperature, Weather)/Local Origination (CTV-3)/Area Employment, Community Bulletin Board
4	KMOX, St. Louis (CBS)
5	KSD, St. Louis (NBC)
6	Local, Regional, National News
7	Premium Channel (Cinevue)
8	WSIU, Carbondale (Educational TV)
9	KETC, St. Louis (Educational TV)
*10	Religious Programming/Local Religious Access
11	KPLR, St. Louis (Independent)
12	Educational Access
13	Color Test Channel
14	Reserved (Aircraft Frequencies)
15	Premium Channel (Home Box Office-HBO)
16	Nickelodeon (Young People's Satellite Network)
17	WTCG, Atlanta, GA (Independent)
18	Modern Cable Network
19	WGN, Chicago (Independent)
20	Medical Channel
21	Disco Network
**22	KTVU, Oakland (Independent)

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Proposed Dial Position

**23	WOR, New York (Independent)
24	ESPN (Entertainment/Sports Programming Network)
*25	Religious Programming
26	UPI - Slow Scan Video and Audio News
27	Radar Weather and NOAA Audio
28	Reserved - Leased Access
29	Local Origination (Program Guide, Comparative Shopping, Trading Post)
30	KDNL, St. Louis (Independent)
31	Public Access
32	Madison Square Garden/C-SPAN
*33	Religious Programming
34	Cinemerica (Senior Citizens Programming)
35	Government Access
36	Business/Financial News with Radio Information Service for the Blind and Handicapped Audio Background

*One or more of the three religious networks available via satellite will be offered.

**Carriage when permitted by FCC Distant Signal Importation regulations.