

WHEREAS, the City of ANNETTA SOUTH, Texas, desires to grant a franchise whereby the Grantee thereunder will provide cable television service to the citizens of ANNETTA SOUTH, Texas.

WHEREAS, the Clear Fork Cable Systems Limited is a cable television operator possessing the legal, financial and technical abilities to construct, operate and maintain a cable television system to serve the City of ANNETTA SOUTH, Texas.

NOW THEREFORE, be it enacted and ordained by the Board of Aldermen of ANNETTA SOUTH, Texas, that the following cable television franchise ordinance be enacted and the same is hereby adopted as follows:

SECTION 1: Short Title. This ordinance shall be known and may be cited as the "Clear Fork Franchise Ordinance".

SECTION 2: Definitions. "City" is the City above "Company" is the grantee of the right under this ordinance. "Cable Television System" and "System" shall refer to one and the same.

SECTION 3: Qualifications of Grantee and Grant of Authority.

A hearing was held so all interested parties could participate in determining the legal, financial, technical and other qualifications of company to provide cable television service. The City hereby finds that the Company possesses the necessary qualifications and that the City hereby grants to the Company an exclusive franchise right and privilege to construct, erect, operate, modify and maintain in, upon, along, across, above and under the now laid or dedicated and all extensions thereof, in addition thereto, in the City, poles, wires, cables, underground conduits, manholes and all such other requirements for a quality cable television service, for the purpose of distributing television and radio signals, and other electronic impulses to the cable television system serving the public. The right so granted includes the right to use and occupy said streets, alleys, public ways and public places and all manner of easements for the purposes herein set forth subject to City approval.

SECTION 4: Franchise Term. The Franchise granted the Company herein shall terminate 20 years from date of grant, subject to renewal for periods of reasonable duration on the same terms and conditions as contained herein, or on such different or additional terms and conditions as may be specified by the

either by suit or otherwise, made against the City on account of any negligence or contract as aforesaid on the part of the Company. The Company further agrees as follows:

(a) Company shall carry Workmen's Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than One Hundred Thousand Dollars (\$100,000), which shall cover all operations to be performed by the Company as a result of this ordinance.

(b) Company shall carry Comprehensive General Liability and Comprehensive Automobile Liability Insurance with combined bodily injury and property damage limits of not less than One Million Dollars (\$1,000,000).

(c) Company's Workmen's Compensation, Automobile Liability Insurance Comprehensive and Comprehensive General Liability Insurance shall be written by an insurance company with a capital and/or surplus of not less than Three Million Dollars (\$3,000,000), and Company agrees to furnish the City with certified copies or certificates of insurance of said policies, which shall provide that insurance shall not be cancelled unless ten (10) days prior written notice shall first be given to the City.

SECTION 9: System Construction, Maintenance and Procedures.

(a) Upon grant of this Franchise to construct and maintain a community cable television system in the City, the Company may enter into contracts with Light, Gas and Water franchise, any Public Utility Company or other owner of poles within the City, to whatever extent such contracts may be expedient and of advantage to the Company for use of poles or posts necessary for proper installation of the system, obtain right of way permits from appropriate County, State and Federal officials necessary to cross highways or roads under their respective jurisdictions to supply main trunk lines from the Company's receiving antennas, obtain permission from the Federal Aviation Authority to erect and maintain antennas suitable to the needs of the System and to its subscribers and obtain whatever other permits a City, County, State or Federal agency may require. In order that all subscribers shall receive the best possible service, Company shall install and maintain its system to conform with the latest Maintenance Practices in the field of cable television. However, no utility lines of any shall be traversed, altered or installed without the written consent of the City.

(b) The Company's System shall meet or exceed all FCC specifications of engineering standards in effect as of the date of the Grant of this Franchise.

(c) The City acknowledges that the Company's System will serve all portions of the City. However, in the event that the City shall annex further territory as authorized by law, the Company shall extend energized trunk cable to the remaining portions of the City so annexed within one(1) year thereafter, unless additional time is granted by the City's Board of Aldermen upon the request of the Company. Extension of service shall not be required into an area which does not meet the requirements set forth in Section 10.

and conditions:

- (a) Where the new subscriber, or nearest subscriber of a group of new subscribers is located within 300 feet of existing trunk cable, and
- (b) Where the number of homes to be passed by such new extension cable plant bears the same proportional ratio to the total amount of new cable plant as the average number of homes passed per mile of existing cable plant.
- (c) In the event the requirements of subsection (a) & (b) are not met, the installation cost per subscriber shall be determined as set forth in Schedule B, attached hereto.

**SECTION 11: Compliance with Standards.** All facilities and equipment of Company shall be constructed and maintained in accordance with the requirements and specifications of the National Electrical Safety Code and such applicable ordinances and regulations set forth by the City and/or any other local, State or Federal agencies.

**SECTION 12: Company Rules and Regulations.** 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 or of State and Federal laws.

**SECTION 13: Procedures.** No renewal of this Franchise nor increases in rates and charges shall be effective except pursuant to a public proceeding affording due process. The Company shall be a party to any such proceedings and any other proceedings in which its rights, privileges or interests would be affected and shall be fully entitled to such due process rights as may be available under applicable laws, ordinances, rules or regulations.

**SECTION 14: Approval of Transfer.** The company shall not sell or transfer its System to another, nor transfer any rights under this Franchise to another without written approval of the City.

**SECTION 15: Compliance with FCC Rules & Regulations.** The Company shall, at all times, comply with the Rules and Regulations governing CATV operations promulgated by the FCC. This shall include adherence by the Company to FCC rules regarding technical and engineering specifications involved in the construction of the CATV System and signal carriage therein.

**SECTION 16: Publication Costs.** The Company shall assume the costs of the publication of this Franchise as such publication is required by law. A bill shall be submitted to the Company for the publication at the time of acceptance of the Franchise and the delivering of the Franchise Fee.

provided by law.

PASSED AND ADOPTED this 10<sup>th</sup> day of December-1981

ATTEST:

by: Alva A. Jemison  
CITY SECRETARY

CITY OF ANNETTA SOUTH, TEXAS

By: Carl Robbins  
MAYOR

We, the Applicant, do hereby formally accept the terms and conditions of this ordinance and by the acceptance thereof obligate ourself to comply with each and every position contained therein.

Date: 12-10-81

By: \_\_\_\_\_  
General Partner

Schedule "A" (Cont.)

**B.1 Residential Installations**

The following installation rates apply to single family dwelling units and individual apartments/flats within multiple dwelling structures.

Primary Outlet Standard Installation	\$79.95
Each Additional Outlet	\$15.00
Underground Installation	Our Cost

B.1(a) When one or more additional outlets are installed at the same time as the primary outlet, only the highest single charge will be made.

**B.2 Other Installations**

B.2(a) The following installation rates apply to facilities placed in commercial establishments. (Restaurants, Taverns, Clubs, Cafes, Retail Stores and other such Public Gathering Locations)

Primary Outlet Installation	Our Cost
Each Additional Outlet	Our Cost
Underground Installation	Our Cost

The above installation rates apply for standard installation. Material and labor for drops in excess of 175 feet, concealed wiring and non-standard underground drops will be quoted, on request, at the Company's labor cost and material rates.

**C. MONTHLY CHARGES**

Monthly Charges

BASIC CABLE SERVICE-----	\$11.95
(Includes primary outlet and converter)	
ADDITIONAL OUTLET-----	\$ 1.50
ADDITIONAL CONVERTER-----	\$ 3.50
OPTIONAL PREMIUM SERVICE-----	\$ 7.95 - Per Option
OPTIONAL ECONOMY SERVICE-----	\$ 6.95 - Per Option

Miscellaneous Charges

LOCK BOX-----	\$15.00
(one time installation charge)	
LABOR RATE-----	\$25.00 per hour
DITCHING MACHINE-----	\$50.00
(Per job basis flat fee - up to 175 feet)	

**D. OTHER CHARGES**

**D.1 Transfers**

When a current customer moves from one address within the franchised area to a second address within the franchised area and there is no lapse in service, a transfer charge of \$15.00 will be made.

**D.2 Reconnects**

Customers wishing restoration of service shall first satisfy any previous obligations owed. A reconnect charge of \$25.00 shall be paid by the customer.

Schedule "B"

EXTENSION EXHIBIT

In the event there are less than the average number of homes per mile to be passed by cable than are at present in the total plant, cable service will be supplied on the following formula:

- 1)  $\frac{\text{*cost per mile to construct}}{\text{average homes per mile in plant}}$  = Company's share
- 2)  $\frac{\text{cost per mile to construct}}{\text{subscribers requesting service}}$  = Cost per subscriber
- 3) cost per subscriber, less Company's share = Subscriber's share

\*Cost to construct is defined as the turn key price as supplied by the cable manufacturer of the newest version of their equipment presently being used in the system. Such costs to construct will include the house drops.

**Proposed Programming Service  
for**

**Alledo, Annetta, Annetta North, Annetta South, Hudson Oaks,  
Willow Park and surrounding areas of Parker County, Texas**

**BASIC RATE CHANNELS:**

4-KDFW	Dallas - CBS Network
5-KXAS	Fort Worth - NBC Network
8-WFAA	Dallas - ABC Network
11-KTVT	Fort Worth - Independent
13-KERA	Dallas - Public Broadcasting System
21-KTXA	Dallas - Independent Variety Programming 7 a.m. to 7 p.m. - UHF
27-KTWS	Dallas - Independent Variety Programming 7 a.m. to 7 p.m. - UHF
33-KNBN	Dallas - Independent Local Business Programming 7 a.m. to 7 p.m. - UHF
39-	UHF
	-Cable News Network
	-USA Network
	-ESPN
	-WGN Chicago Super Station
	-WOR New York Super Station
	-WTBS Atlanta Super Station
	=Nickelodeon Children's and Young Programming to 8 p.m.
	-Religious Programming
	-Local Access Programing(News, Weather, Local Video of School Board Mtg, City Council, School Sports. )

**\*ECONOMY:**

Home Theater Network

**\*PREMIUM:**

per premium channel  
Showtime  
Movie Channel  
Home Box Office  
Special Events Programs  
Channel used as programs available  
Future expansion -  
11 Channels designed and built in system.

\*Available in addition to Basic Rate.