

ORDINANCE NO. 80-5

AN ORDINANCE GRANTING TO FNI COMMUNICATIONS COMPANY
THE RIGHT TO ERECT, MAINTAIN, AND OPERATE
COMMUNICATIONS SYSTEMS IN THE STREETS, HIGHWAYS
AND OTHER PUBLIC PLACES IN THE TOWN OF SPRING HILL,
TENNESSEE, FOR THE RECEPTION, TRANSMISSION AND
DISTRIBUTION OF TELEVISION AND OTHER SIGNALS TO
THE INHABITANTS OF SAID CITY, AND OTHER PURPOSES,
FOR A PERIOD OF FIFTEEN (15) YEARS.

BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN
OF SPRING HILL:

SECTION 1. That FNI Communications Company, a corporation organized under the laws of the State of Tennessee, its successors or assigns (hereinafter referred to as "Company"), is hereby granted the non-exclusive right to erect, maintain, operate and utilize facilities for the operation of community antenna television system and additions thereto, in the streets of the City for a period of fifteen (15) years, in accordance with the applicable laws and regulations of the United States of America and the State of Tennessee, and the Charter, regulatory ordinances and regulations of the City.

The term "community antenna television (CATV) system" whenever used in this ordinance, includes community antenna television and the receipt, transmission and distribution of television signals, music, news and weather services, and such local or public service programming or use as may be permitted by applicable laws and regulations as above set out.

SECTION 2. (a) Whenever the term "streets" is used in this ordinance, it shall be deemed to include any duly dedicated streets, highways, lanes, avenues, sidewalks, alleys, bridges, boulevards or other public places in the City.

(b) Whenever the term "in" is used in this ordinance with respect to streets, it shall be deemed to refer to and include the terms in, under, above, along, across or upon such streets.

(c) Whenever the term "City" is used in this ordinance, it shall mean the Town of Spring Hill and all subsequent additions thereto.

SECTION 3. The Company shall, where agreement can be reached with the owners, use existing poles, towers or other facilities wherever possible, and it shall be the sole responsibility of the Company to negotiate and enter into any and all contracts with the owner of such facilities to secure the necessary space thereon or therein for its operation under the ordinance. It is the stated intention of the City that the number of new or additional poles constructed by the Company under the provisions of this ordinance be kept at a minimum; and to the extent necessary to carry out this intention, the Company upon securing such agreement with the other holders of public permits and franchises is hereby granted the right to use such existing poles, towers and other facilities. Whenever poles owned by telephone or power companies are eliminated and these companies install their services underground, Company shall install its services underground. However, if this is not technologically feasible, Company will not be required to supply services to such areas. Whenever Company is unable to reach an agreement with the owners of existing poles, towers or other facilities, the Company is to install its facilities underground. Where Company has erected poles for its facilities and the telephone company and power company erect poles in the same area, then Company will be required to remove their poles and enter into agreements with

the owners of the utility poles. On all Company owned poles, the City will be permitted to place fire alarms, traffic and street lights, and police phones. Except for companies furnishing the same or similar services, the Company shall permit any utility or utilities or holders of public permits or franchises for the use of streets for the erection of poles and pole line facilities, by appropriate contract or agreement negotiated by the parties, to use any and all facilities constructed or erected in the streets by the Company. Street light standards shall not be used by Company. All said agreements and installations shall be subject to all existing and future regulatory ordinances of the City.

SECTION 4. To the extent that the Company is unable to contract with the owners and use existing poles, towers and other facilities, it shall construct its facilities underground. In areas where there are no existing poles which may be used by Company, it may erect such poles, towers and other facilities as may be required. The erection of poles, wires or underground facilities shall be subject to all existing and future ordinances and regulations of the City applicable thereto.

The Company's poles, wires, underground facilities and appurtenances shall be located, erected and maintained so as not to endanger the lives of persons, or to interfere with street improvements the City may deem proper to make, or with facilities of present franchise holders, or to unnecessarily hinder, or obstruct the free use of the streets. Removal of poles or equipment when necessary to avoid such interference will be at the Company's expense.

Construction and maintenance of the communications systems shall be in accordance with the provisions of applicable ordinances of the City affecting electrical installations.

All installations of equipment shall be durable and installed in accordance with good engineering practice, and of sufficient height to comply with all existing ordinances, City regulations and State laws so as not to interfere unduly with the right of the public or individual property owner.

SECTION 5. In the maintenance and operation of its communications systems in the streets, and in the course of any new construction or addition to its facilities, the Company shall proceed so as to cause the least possible inconvenience to the general public, and shall not unduly obstruct the streets, impede traffic or interfere with travel by the public.

The Company shall not make or cause to be made any opening or obstruction in the streets without first having obtained the permission of the proper city authorities. All such openings or obstructions will be repaired by Company to the satisfaction of the Director of Public Works of the City of Spring Hill.

SECTION 6. The Company shall indemnify, protect and save harmless the City from any and all loss or damage arising out of, or claims for injury or death to any person or persons, or damage to any property incurred by or asserted against the City, directly or indirectly, by reason of the operations of the Company and the grant herein authorized.

The Company shall carry insurance, to protect the parties hereto from and against all claims, demands, actions, judgments, costs, expenses and liabilities which may arise or result, directly or indirectly, from, or by reason of, such loss, injury or damage. The amounts of such insurance against liability due to physical damages to property shall not be less than One Hundred Thousand Dollars (\$100,000.00) as to any one accident, and not less than Two Hundred Thousand Dollars (\$200,000.00) aggregate in any single policy year;

and against liability due to bodily injury or to death of persons, not less than One Hundred Thousand Dollars (\$100,000.00) as to any one person and not less than Three Hundred Thousand Dollars (\$300,000.00) as to any one accident. All insurance required by this ordinance shall be and remain in full force and effect for the entire life of this ordinance. Said policy or policies of insurance or a certified copy or copies thereof shall be approved by the City Attorney of the City and be deposited with and kept on file in the office of said Attorney.

SECTION 7. Installation and maintenance shall be such that no interference is caused to existing communications systems and so as not to distort or interfere with direct-off-the-air television signals.

SECTION 8. The Company shall pay monthly to the City three percent (3%) of the gross proceeds received from monthly charges paid by persons receiving basic services under this franchise, exclusive of attachment charges for installations or extensions.

These payments shall continue so long as the Company owns or utilizes facilities or offers services in the City.

SECTION 9. The Company shall remove or relocate at its own expense any poles, towers and related facilities installed or maintained by the Company under this ordinance, if said removal or relocation is necessitated by change of grade, alignment or width of any street.

SECTION 10. The charges by the Company shall be fair and reasonable, and exclusive of any tax or taxes which may be assessable against the scheduled installations or services, shall initially be as follows:

Charge for the standard initial attachment shall be \$20.00 for the first outlet, and \$5.00 for each additional connection. Charge for monthly basic transmission service shall

be the prevailing rates offered in City of Columbia and other areas in Maury County. The present rates are \$8.25 per month for the first television receiving set and \$2.00 per month for each additional television receiving set. Provided that in installations requiring extension of cable or facilities in excess of the ordinary and customary requirements, or requiring additional connections in excess of three such additional connections, charges shall be negotiated between the Company and the subscriber.

The Company shall have the right to make rules and regulations governing its services, not inconsistent with the terms hereof or applicable regulations.

SECTION 11. The City reserves the right to revoke the rights herein granted if the Company fails, after reasonable notice, to comply with the conditions, provisions or regulations under this ordinance.

The Company, at any time during the effective period of this ordinance, may terminate its agreement hereunder upon giving the City ninety (90) days written notice of such termination. The Company shall pay the City, within thirty (30) days of the effective date of such termination, all sums due to the City under the provisions of this ordinance.

The Company shall remove all poles, towers and related facilities herein authorized and shall restore the property in as good condition for public use as the abutting portions thereof at the Company's own cost and expense within ninety (90) days after the expiration, termination, or revocation of this ordinance.

SECTION 12. The rights and privileges herein granted shall not be assignable nor transferrable in any bankruptcy proceedings, trusteeship, receivership or by operation of any law, and in the event of such assignment or transfer, this

grant shall terminate forthwith; nor shall said Company sell, lease, assign or otherwise alienate this grant or any privilege hereunder without the prior approval of the Board of Mayor and Aldermen of City but such approval shall not be unreasonably withheld.

SECTION 13. Company shall construct its system so as to be able to initiate services to customers within eighteen (18) months from the acceptance by Company under Paragraph 18 of this ordinance, provided, however, that the Company having negotiated with the owners of utility poles, attachment facilities and rights-of-way with promptness and diligence and in good faith, shall not be held in default of the ordinance if construction and provision for service are prevented by any condition beyond the control of the Company.

SECTION 14. If any section, sentence, clause or phrase of the ordinance is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of the ordinance and any portions in conflict are hereby repealed.

SECTION 15. Company will provide free installation and free service to the City Hall, all City Fire Halls and free service to public schools located within the Corporate Limits of the Town of Spring Hill.

SECTION 16. Company offers on the CATV system:

(a) The five (5) Nashville stations, Channels 2, 4, 5, 8 and 17.

(b) Other channels presently carried are as follows:

WAFF-TV, Huntsville
WAAY-TV, Huntsville
WHNT-TV, Huntsville
WGN-TV, Chicago, Via Satellite
WTCG-TV, Channel 17, Atlanta, Via Satellite
ESPN Sports Network, Via Satellite

(c) It should be noted that Company has operational in Columbia a satellite receiving station, which will be

available to the Spring Hill Cable TV, with a capability of offering numerous stations with a wide variety of programming.

SECTION 17. 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 or otherwise, shall be reasonable, and not in conflict with the rights herein granted, and shall not be in conflict with the laws of the State of Tennessee.

SECTION 18. Within thirty (30) days from the effective date of this ordinance, the Company shall file its written acceptance thereof with the City Recorder. Upon its acceptance by the Company, this ordinance shall constitute a contract between the City and the Company and shall be binding upon both.

SECTION 19. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

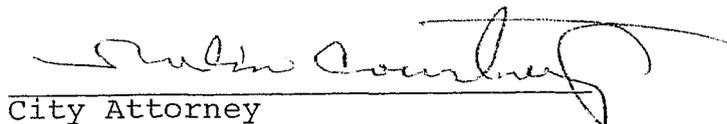
PASSED AND APPROVED by the Spring Hill Board of Mayor and Aldermen on this, the 17 day of November, 1980.


George C. Jones, Mayor

ATTEST:



LEGAL FORM APPROVED:


City Attorney

Passed on 1st reading 10-20-80 .
Passed on 2nd reading 10-27-80 .
Passed on 3rd reading 11-17-80 .