

# Affidavit of Publication

COUNTY OF CARROLL  
STATE OF ARKANSAS

} ss.

**ORDINANCE NO. 972**

A ORDINANCE GRANTING A FRANCHISE TO TWIN LAKES TELEVISION CORPORATION TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE CITY OF EUREKA SPRINGS, ARKANSAS: SETTING FORTH TERMS AND CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE: AND PROVIDING FOR CITY REGULATION OF THE CABLE TELEVISION SYSTEM.

WHEREAS, The City Council of the City of Eureka Springs has found and determined that the public necessity and convenience of the general public of the City requires a cable television system in the City: and

WHEREAS, The City Council of Eureka Springs has concluded full and open public hearings on Sept. 5, 1974, after public notice of such hearings was duly published on Aug. 15, 1974, during which any and all applicants, interested parties and members of the public desiring to present evidence and-or present statements concerning the granting of such Cable Television Franchise, were afforded an opportunity to do so. The legal, character, financial, technical and other qualifications were fully considered, and the qualifications and construction programs and proposal of TWIN LAKES TELEVISION CORPORATION were approved.

BE IT ORDAINED BY THE CITY COUNCIL OF EUREKA SPRINGS, ARKANSAS, AS FOLLOWS:

**Section 1. Grant of Authority**

There is hereby granted by the City to the Grantee that 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, namholes and other television conductors and fixtures necessary for the maintenance and operation in the City of a CATV System for the interception, sale and distribution of television and radio signals.

**Section 2. Duration of Franchise**

The duration of the rights, privileges and authorities hereby granted shall be fifteen (15) years from the date of passage of this Ordinance by the City Council of the City of Eureka Springs, provided, that the grantee shall have the option of extending this Franchise for an additional period of fifteen (15) years upon application by the grantee not later than six (6) months before the expiration date of the Franchise and not earlier than one (1) year before the expiration date of the Franchise and conditioned upon a review of the grantee's qualifications and performance and approval thereof by the City Council.

**Section 3. Compliance with Applicable Laws and Ordinances**

The grantee shall, at all times during the duration of this Franchise, be subject to all lawful exercise of the police power by the City and to such reasonable regulation as the City shall hereafter provide.

**Section 4. Rates**

The maximum initial rates charged by the grantee to subscribers shall be as follows:

Residential:  
TURN-ON ..... \$7.50  
MONTHLY RATE ..... \$5.00  
EXTRA OUTLETS ..... \$1.00  
with a limit of three (3) extra outlets turned on (four total) at any one time.

Turn-on includes what formerly was termed installation, moves, re-connects, and extra outlets.

**Television Related Commercial Enterprises.**

MONTHLY RATE—\$7.50 for a maximum of eight outlets and an additional \$7.50 for each additional maximum of eight outlets.

**LODGING FACILITIES**

MONTHLY RATE—\$1.00 per mo. per unit with a minimum of \$15.00 per month. The installation charge will be the difference between the cost of materials and pole rental and revenue for one year.

All subsequent changes in said rates shall be subject to the approval of the City Council after an appropriate public hearing affording due process.

**Section 5. Payment to City**

For the use of the streets and other facilities of the City in the operation of the CATV System and for the municipal supervision thereof, the grantee shall pay to the City annually an amount equal to three (3) percent of the grantee's gross subscriber revenues starting December 1st 1974, from operations within the City of Eureka Springs during the year. For this purpose, "gross subscriber revenues" does not include sales, excise or other privilege taxes billed to and collected from subscribers by grantee in addition to charges for services rendered, and shall not include amounts collected from installation charges.

**Section 6. Indemnification**

(a) The grantee shall hold the City of Eureka Springs harmless from all claims for damages arising out of the construction, maintenance, or operation of the said cable system or other apparatus under the control of the grantee.

(b) Any streets, alleys or other City owned or controlled property which are damaged in the course of the conduct of business by the Company, shall be repaired by, or at the expense of, the Company.

(c) The Company shall furnish to the City a certificate evidencing the issuance of public liability insurance to the Company.

1. Danny P. Smith do solemnly swear that I am the (editor, proprietor, manager or chief accountant) of THE EUREKA SPRINGS TIMES-ECHO, and that the same is a weekly newspaper and that it has general and bona fide circulation in Carroll County, Arkansas and is printed and published at Eureka Springs, in Carroll County, Arkansas, on THURSDAY of each week; that the advertisement hereto was printed and published in said newspaper for \_\_\_\_\_ consecutive times, weekly, and the dates of said publication are as follows:

Oct 24 1974 \_\_\_\_\_ 19 \_\_\_\_\_ 19  
\_\_\_\_\_ 19 \_\_\_\_\_ 19 \_\_\_\_\_ 19  
\_\_\_\_\_ 19 \_\_\_\_\_ 19 \_\_\_\_\_ 19

Danny P. Smith

Subscribed and sworn to before me, this 30th day of October, 1974

My Commission expires July 8, 1976 Jama L. Moncreau  
Notary Public

Publication Fees \$ 85.85

REMARKS:

*grantee shall specify precisely*

grantee is in violation, failure or default with respect to the Franchise;

#### Section 7. Standards of Service

(a) The Company shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Such interruptions, insofar as possible, shall be preceded by notice and shall occur during periods of minimum use of the system. Upon receipt of a complaint regarding the quality of service, equipment malfunctions, and similar matters, the Company shall promptly investigate such complaints.

(b) Where possible, the Company shall investigate such complaints within 24 hours of their receipt. Resolution of such service complaints shall be made promptly. For the purpose of investigation and resolution of regular service complaints, the Company shall maintain an agent or a local business office located not more than 25 miles from any subscriber served by the cable system. In addition, the Company shall maintain a toll-free business telephone so operated that complaints and requests for repairs or adjustments may be received at any time.

(c) The Company shall in the event of interruption of service which continues for seven or more consecutive days, make a refund to the subscribers whose service is interrupted of a service fee proportionately based upon the time of the existence of the aforesaid interruption of service: PROVIDED, that said interruption of service occurs to all of the subscribers on the particular distribution line where said interruption of service occurs; and FURTHER PROVIDED, that said interruption of service is reported to the Company within 24 hours of its initial occurrence.

(d) Service shall be provided for any and all subscribers requesting service where there reside forty or more potential subscribers per mile of cable to be installed, or where a dropline from a presently existing distribution line exists no further than 300 feet from the location of the potential subscriber requesting service, or upon payment by said potential subscriber requesting said service of all cable installation charge in excess of the initial installation of 300 feet. Any refusal of service under the terms of this subsection must be promptly reported by the Company to the City Clerk.

#### Section 8. Right of Revocation.

The franchising authority shall have the right to rescind or revoke the rights herein granted upon any substantial violation by the grantee of any of the obligations and requirements contained herein after written notice by the franchising authority to the grantee and continuation of such violation, failure or default.

(a) Such written notice to the

(b) The notice given by the franchising authority shall give the grantee a specified, reasonable amount of time within which to correct the violation, failure or default, but in no event shall the time period be less than thirty (30) days from the date of receipt of the notice to the grantee.

#### Section 9. Complaints of General Public

The franchising authority shall forthwith designate and hereafter maintain a public official or public body for the purpose of receiving complaints of the general public.

#### Section 10. Separability

If any section, sub-section, sentence, clause, phrase, or portion of this Franchise is for any reason held invalid or unconstitutional by any court of competent jurisdiction, or any State or Federal Agency having jurisdiction over such matters, such portion shall be deemed a separate, distinct, and independent provision and such holdings shall not affect the validity of the remaining portions hereof.

#### Section 11. Regulatory Action

(a) The performance by the grantee hereunder is subject to limitations, restrictions, or requirements now existing or which may henceforth be imposed by law, rules, or order of the Federal Communications Commission or any other government board, commission or authority of any kind. The grantee shall not be deemed in breach of any of the requirements of this Franchise to the extent it performs in accordance with or refrains from doing anything prohibited by such law, rule or order.

(b) Should the Federal Communications Commission modify or amend the provisions of Section 76.31 of its Rules and Regulations entitled "Franchise Standards" such modifications or amendments shall be incorporated into this Franchise within one (1) year of adoption of the modification or amendment, or at the time of the renewal at the expiration of this Franchise pursuant to Section 2 hereof, whichever occurs first.

ORDAINED ON THIS 17 DAY OF OCTOBER, 1974.

Fred Naff, MAYOR

APPROVED on this 17 day of October, 1974.

ATTEST: Truie Walsh, CITY CLERK.

#### CERTIFICATE

I Truie Walsh, City Clerk of the City of Eureka Springs, Arkansas, do hereby certify that the foregoing five pages of typewriting are a true and correct copy of the Ordinance it purports to be as same appears of record in the Ordinance Record of the City of Eureka Springs, Arkansas.

IN TESTIMONY WHEREOF, I have hereunto set my Hand and Seal of said Office at Eureka Springs, Arkansas, on this 17th day of October, 1974.

Truie Walsh  
CITY CLERK