

CITY OF COLUMBIA, ILLINOIS

ORDINANCE NO. 2617

**AN ORDINANCE TO AMEND THE CABLE AND
COMMUNICATIONS CODE OF THE CITY OF COLUMBIA,
ILLINOIS TO AMEND CERTAIN RIGHTS OF WAY USE
REQUIREMENTS, TO IMPOSE CERTAIN FEES, AND TO
IMPOSE CERTAIN CUSTOMER SERVICE REQUIREMENTS
UPON PROVIDERS OF CABLE AND VIDEO SERVICES
OPERATING IN THE CITY OF COLUMBIA**

**Adopted by the
City Council
of the
City of Columbia, Illinois
this 17th day of December, 2007**

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Debby Jaffee
City Clerk

WHEREAS, the City of Columbia has enacted the Cable and Communications Code in Ordinance 2527 to regulate providers of cable and video services who utilize the rights-of-way of the City in the provision of such cable and video services; and

WHEREAS, the General Assembly of the State of Illinois subsequently enacted Senate Bill 678, Public Act 095-0009 (2007), which requires municipalities to conform their regulation of cable and video services providers relating to customer service requirements and privacy standards and protections to the standards set forth in the Cable and Video Customer Protection Law (codified at 220 ILCS 5/Art. 70); and

WHEREAS, the Cable and Video Competition Law of 2007 (codified at 220 ILCS 5/Art. XXI) authorizes municipalities to collect from providers of cable and video services operating pursuant to a state-issued authorization service provider fees and fees for support of public, educational, and governmental access; and

WHEREAS, the Cable and Video Competition Law of 2007 allows municipalities to regulate providers of cable and video services operating pursuant to a state-issued authorization in varying aspects, including such providers' placement of facilities within the public rights-of-way of the City; and

WHEREAS, the public rights-of-way within the City are a limited public resource held in trust by the City for the benefit of its citizens and the City has a custodial duty to ensure the public rights-of-way are used, repaired and maintained in a manner that best serves the public interest; and

WHEREAS, the City finds that it is in the best interest of the public safety and general welfare to impose, as authorized under state law, service provider fees and public, educational, and governmental access support fees upon providers of cable and video services operating pursuant to a state-issued authorization and to establish customer service requirements, privacy standards, and regulations for use of the public rights-of-way of the City for all providers of cable and video services, regardless of whether such services are being provided pursuant to a franchise issued by the City or a state-issued authorization, as provided for by the Cable and Video Competition Law of 2007;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Columbia, Monroe and St. Clair Counties, Illinois, in the exercise of its non-home rule powers, as follows:

SECTION 1. The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

SECTION 2. Section 1.9 of Chapter 1 of the Cable and Communications Code of the City of Columbia, Illinois is hereby amended to repeal Subsection JJ thereof and add thereto a new Subsection JJ, to read as follows:

JJ. **“Provider”** means a Licensee or Grantee or any Person required to have a Communications Service Agreement or Cable Service Franchise, and such other users of the ROW installing or maintaining Facilities unless otherwise exempted by the City. The term “Provider” shall also include all holders of a state-issued authorization to provide cable or video services, unless preempted or otherwise not allowed under state or federal law.

SECTION 3. Section 3.3(A) of Chapter 3 of the Cable and Communications Code of the City of Columbia, Illinois is hereby amended to add thereto a new Paragraph 3, to read as follows:

3. Holders of a state-issued authorization to provide cable or video services that are providing such services within the City shall provide PEG Access in the manner provided in 220 ILCS 5/21-601. Receipt of the ordinance enacting this paragraph by a state-authorized provider of cable and video services shall be considered a request by the City to provide such PEG Access.

SECTION 4. Chapter 3 of the Cable and Communications Code of the City of Columbia, Illinois is hereby amended to repeal Section 3.4 thereof and add thereto a new Section 3.4, to read as follows:

3.4 Technical Standards and Customer Service Practices.

A. General Technical Standards and Customer Service Practices.

- a. This Chapter incorporates Cable Service technical standards and establishes customer service practices that every Franchisee must satisfy.
- b. Every Franchisee shall maintain such equipment and keep such records as required to comply with all customer service and technical standards required by these regulations and other applicable laws. The Franchisee shall at all times assist and cooperate with Grantor in explaining, interpreting and understanding such records or reports.
- c. Any provision in this Section shall not apply to the extent it is preempted by state or federal law precluding such provision.

B. Customer service and privacy protection. All cable or video providers in the City shall comply with the following customer service requirements and privacy protections. The provisions of this Subsection B shall not apply to an incumbent cable operator prior to January 1, 2008. For purposes of this paragraph, an incumbent cable operator means a person or entity that provided cable services in a particular area under a franchise agreement with the City pursuant to Section 11-42-11 of the Illinois Municipal Code on January 1, 2007. The following definitions apply to the terms used in this Section 3.4:

"Basic cable or video service" means any service offering or tier which includes the retransmission of local television broadcast signals.

"Cable or video provider" means any person or entity providing cable service or video service pursuant to authorization under Section 11-42-11 of the Illinois Municipal Code or the Cable and Video Competition Law of 2007 (codified at 220 ILCS 5/Art. XXI), except as otherwise exempted by applicable state or federal law. A cable or video provider shall not include a landlord providing only broadcast video programming to a single-family home or other residential dwelling consisting of four units or less.

"City" means the City of Columbia, Illinois.

"Franchise" has the same meaning as found in 47 U.S.C. 522(9).

"Franchisee" shall have the same meaning as "cable or video provider."

"Local unit of government" means a city, village, incorporated town, or a county.

"Normal business hours" means those hours during which most similar businesses in the geographic area of the local unit of government are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week or some weekend hours.

"Normal operating conditions" means those service conditions that are within the control of cable or video providers. Those conditions that are not within the control of cable or video providers include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions that are ordinarily within the control of cable or video providers include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable service or video service network.

"Service interruption" means the loss of picture or sound on one or more cable service or video service on one or more cable or video channels.

"Service line drop" means the point of connection between a premises and the cable or video network that enables the premises to receive cable service or video service.

a. General customer service standards:

1. Cable or video providers shall establish general standards related to customer service, which shall include, but not be limited to, installation, disconnection,

service and repair obligations; appointment hours, and employee ID requirements; customer service telephone numbers and hours; procedures for billing, charges, deposits, refunds, and credits; procedures for termination of service; notice of deletion of programming service, changes related to transmission of programming; changes or increases in rates; the use and availability of parental control or lock-out devices; the use and availability of A/B switch if applicable; complaint procedures and procedures for bill dispute resolution; a description of the rights and remedies available to consumers if the cable or video provider does not materially meet their customer service standards; and special services for customers with visual, hearing or mobility disabilities.

2. Cable or video providers' rates for each level of service, rules, regulations and policies related to its cable service or video service described in subsection (a)(1) must be made available to the public and displayed clearly and conspicuously on the cable or video provider's site on the Internet. If a promotional price or a price for a specified period of time is offered, the cable or video provider shall display the price at the end of the promotional period or specified period of time clearly and conspicuously with the display of the promotional price or price for a specified period of time. The cable or video provider shall provide this information upon request.
3. Cable or video providers shall provide notice concerning their general customer service standards to all customers. This notice shall be offered when service is first activated and annually thereafter. The information in the notice shall include all of the information specified in subsection (a)(1), as well as the following: a listing of services offered by the cable or video providers, which shall clearly describe programming for all services and all levels of service; the rates for all services and levels of service; telephone number(s) through which customers may subscribe to, change, or terminate service, request customer service or seek general or billing information; instructions on the use of the cable or video services; and, a description of rights and remedies that the cable or video providers shall make available to their customers if they do not materially meet the general customer service standards described in this Subsection B.

b. General customer service obligations:

1. Cable or video providers shall render reasonably efficient service, promptly make repairs, and interrupt service only as necessary and for good cause, during periods of minimum use of the system and for no more than 24 hours.
2. All service representatives or any other person who contacts customers or potential customers on behalf of the cable or video provider shall have a visible identification card with their name and photograph and shall orally identify themselves upon first contact with the customer. Customer service representatives

shall orally identify themselves to callers immediately following the greeting during each telephone contact with the public.

3. The cable or video providers shall: (i) maintain a customer service facility within the boundaries of the City staffed by customer service representatives that have the capacity to accept payment, adjust bills, respond to repair, installation, reconnection, disconnection, or other service calls; distribute or receive converter boxes, remote control units, digital stereo units or other equipment related to the provision of cable or video service; or (ii) provide customers with bill payment facilities through retail, financial, or other commercial institutions located within the boundaries of the City; or (iii) provide an address, toll-free telephone number or electronic address to accept bill payments and correspondence, and provide secure collection boxes for the receipt of bill payments and the return of equipment, provided that if a cable or video provider provides secure collection boxes, it shall provide a printed receipt when items are deposited; or (iv) provide an address, toll-free telephone number or electronic address to accept bill payments and correspondence, and provide a method for customers to return equipment to the cable or video provider at no cost to the customer.
4. In each contact with a customer, the service representatives or any other person who contacts customers or potential customers on behalf of the cable or video provider, shall state the estimated cost of the service, repair, or installation orally prior to delivery of the service or before any work is performed, and shall provide the customer with an oral statement of the total charges before terminating the telephone call or other contact in which a service is ordered, whether in-person or over the Internet, and shall provide a written statement of the total charges before leaving the location at which the work was performed. In the event that the cost of service is a promotional price or is for a limited period of time, the cost of service at the end of the promotion or limited period of time shall be disclosed.
5. Cable or video providers shall provide customers a minimum of 30 days' written notice before increasing rates or eliminating transmission of programming and shall submit the notice to the City in advance of distribution to customers, provided that the cable or video provider is not in violation of this provision if the elimination of transmission of programming was outside the control of the provider, in which case the provider shall use reasonable efforts to provide as much notice as possible and any rate decrease related to the elimination of transmission of programming shall be applied to the date of the change.
6. Cable or video providers shall provide clear visual and audio reception that meets or exceeds applicable Federal Communications Commission technical standards. If a customer experiences poor video or audio reception due to the equipment of the cable or video provider, the cable or video provider shall promptly repair the problem at its own expense.

c. **Bills, payment and termination:**

1. Cable or video providers shall render monthly bills that are clear, accurate and understandable.
2. Every residential customer who pays bills directly to the cable or video provider shall have at least 28 days from the date of the bill to pay the listed charges.
3. Customer payments shall be posted promptly. When the payment is sent by United States Mail, payment is considered paid on the date it is postmarked.
4. Cable or video providers may not terminate residential service for nonpayment of a bill unless the cable or video provider furnishes notice of the delinquency and impending termination at least 21 days prior to the proposed termination. Notice of proposed termination shall be mailed, postage prepaid, to the customer to whom service is billed. Notice of proposed termination shall not be mailed until the 29th day after the date of the bill for services. Notice of delinquency and impending termination may be part of a billing statement only if the notice is presented in a different color than the bill and is designed to be conspicuous. The cable or video providers may not assess a late fee prior to the 29th day after the date of the bill for service.
5. Every notice of impending termination shall include all of the following: name and address of customer; amount of delinquency; date on which payment is required to avoid termination; and the telephone number of the cable or video provider's service representative to make payment arrangements and to provide additional information about the charges for failure to return equipment and for reconnection, if any. No customer may be charged a fee for termination or disconnection of service, irrespective of whether the customer initiated termination or disconnection or the cable or video provider initiated termination or disconnection.
6. Service may only be terminated on days when the customer is able to reach a service representative of the cable or video providers, either in person or by telephone.
7. Any service terminated by a cable or video provider without good cause shall be restored without any reconnection fee, charge or penalty; good cause for termination includes, but is not limited to, failure to pay a bill by the date specified in the notice of impending termination, payment by check for which there are insufficient funds, theft of service, abuse of equipment or personnel or other similar subscriber actions.
8. Cable or video providers shall cease charging a customer for any or all services within 1 business day after it receives a request to immediately terminate service or on the day requested by the customer if such a date is at least 5 days from the date requested by the customer. Nothing in this subsection shall prohibit the provider from billing for charges that the customer incurs prior to the date of termination.

Cable or video providers shall issue a credit, a refund, or return a deposit within 10 business days after the close of the customer's billing cycle following the request for termination or the return of equipment, if any, whichever is later.

9. The customers or subscribers of a cable or video provider shall be allowed to disconnect their service at any time within the first 60 days after subscribing to or upgrading the service. Within this 60-day period, cable or video providers shall not charge or impose any fees or penalties on the customer for disconnecting service, including, but not limited to, any installation charge, the imposition of an early termination charge, except the cable or video provider may impose a charge or fee to offset any rebates or credits received by the customer, and may impose monthly service or maintenance charges, including pay-per-view and premium services charges, during such 60-day period.
10. Cable and video providers shall guarantee customer satisfaction for new or upgraded service and the customer shall receive a pro-rata credit in an amount equal to the pro-rata charge for the remaining days of service being disconnected or replaced upon the customers request if the customer is dissatisfied with the service and requests to discontinue the service within the first 60 days after subscribing to the upgraded service.

d. **Response to customer inquiries:**

1. Cable or video providers will maintain a toll-free telephone access line that will be available to customers 24 hours a day, seven days a week, to accept calls regarding installation, termination, service, and complaints. Trained, knowledgeable, qualified service representatives of the cable or video providers will be available to respond to customer telephone inquiries during normal business hours. Customer service representatives shall be able to provide credit, waive fees, schedule appointments and change billing cycles. Any difficulties that cannot be resolved by the customer service representatives shall be referred to a supervisor who shall make best efforts to resolve the issue immediately. If the supervisor does not resolve the issue to the customer's satisfaction, the customer shall be informed of the cable or video provider's complaint procedures and procedures for billing dispute resolution and given a description of the rights and remedies available to customers to enforce the terms of this Subsection B, including the customer's rights to have the complaint reviewed by the City, to request mediation, and to review in a court of competent jurisdiction.
2. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received by telephone or e-mail after normal business hours shall be responded to by a trained service representative on the next business day. The cable or video provider shall respond to a written billing inquiry within 10 days of receipt of the inquiry.

3. Cable or video providers shall provide customers seeking non-standard installations with a total installation cost estimate and an estimated date of completion. The actual charge to the customer shall not exceed 10% of the estimated cost without the written consent of the customer.
4. If the cable or video provider receives notice that an unsafe condition exists with respect to its equipment, it shall investigate such condition immediately, and shall take such measures as are necessary to remove or eliminate the unsafe condition. The cable or video provider shall inform the City promptly, but no later than 2 hours after it receives notification of an unsafe condition that it has not remedied.
5. Under normal operating conditions, telephone answer time by the cable or video provider's customer representative, including wait time, shall not exceed 30 seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed 30 seconds. These standards shall be met no less than 90% of the time under normal operating conditions, measured on a quarterly basis.
6. Under normal operating conditions, the cable or video provider's customers will receive a busy signal less than 3% of the time.

e. **Installations, Outages and Service Calls.** Under normal operating conditions, each of the following standards related to installations, outages and service calls will be met no less than 95% of the time measured on a quarterly basis:

1. Standard installations will be performed within 7 business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system;
2. Excluding conditions beyond the control of the cable or video providers, the cable or video providers will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption is reported by the customer or otherwise becomes known to the cable or video providers. Cable or video providers must begin actions to correct other service problems the next business day after notification of the service problem and correct the problem within 48 hours after the interruption is reported by the customer 95% of the time, measured on a quarterly basis;
3. The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at a maximum, a four hour time block during evening, weekend and normal business hours. The cable or video provider may schedule service calls and other installation activities outside of these hours for the express convenience of the customer; and
4. Cable or video providers may not cancel an appointment with a customer after 5:00 p.m. on the business day prior to the scheduled appointment. If the cable or video provider's representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be

contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer, even if the rescheduled appointment is not within normal business hours.

f. Public benefit obligation:

1. All cable or video providers offering service pursuant to the Illinois Municipal Code shall provide a free service line drop and free basic service to all current and future public buildings within their footprint, including, but not limited to, all City buildings, public libraries, and public primary and secondary schools, whether owned or leased by the City ("eligible buildings"). Such service shall be used in a manner consistent with the government purpose for the eligible building and shall not be resold.
2. This obligation only applies to those cable or video service providers whose cable service or video service systems pass eligible buildings and its cable or video service is generally available to residential subscribers in the City. The burden of providing such service at each eligible building shall be shared by all cable and video providers whose systems pass the eligible buildings in an equitable and competitively neutral manner, and nothing herein shall require duplicative installations by more than one cable or video provider at each eligible building. Cable or video providers operating in the City shall meet as necessary and determine who will provide service to eligible buildings under this subsection. If the cable or video providers are unable to reach agreement, they shall meet with the City which shall determine which cable or video providers will serve each eligible building. The City shall bear the costs of any inside wiring or video equipment costs not ordinarily provided as part of the cable or video provider's basic offering.

g. After the cable or video providers have offered service for one (1) year, pursuant to 220 ILCS 5/70-501(g), the cable or video providers shall make an annual report to the City that it is meeting the standards specified in this Subsection B, identifying the number of complaints it received over the prior year in the State, and specifying the number of complaints related to each of the following: (1) billing, charges, refunds, credits; (2) installation or termination of service; (3) quality of service and repair; (4) programming; and (5) miscellaneous complaints that do not fall within these categories. Thereafter, the cable or video providers shall also provide, upon request by the City, an annual public report that includes performance data described in subsections (d)(5), (d)(6), (e)(1) and (e)(2) of this Subsection B for cable services or video services. The performance data shall be disaggregated for the City upon request by the City.

h. To the extent consistent with federal law, cable or video providers shall offer the lowest-cost basic cable or video service as a stand-alone service to residential customers at reasonable rates. Cable or video providers shall not require the subscription to any service other than the lowest-cost basic service or to any telecommunications or information service, as a condition of access to cable or video service, including

programming offered on a per channel or per program basis. Cable or video providers shall not discriminate between subscribers to the lowest-cost basic service, subscribers to other cable services or video services, and other subscribers with regard to the rates charged for cable or video programming offered on a per channel or per program basis.

- i. To the extent consistent with federal law, cable or video providers shall ensure that charges for changes in the subscriber's selection of services or equipment shall be based on the cost of such change and shall not exceed nominal amounts when the system's configuration permits changes in service tier selection to be effected solely by coded entry on a computer terminal or by other similarly simple method.
- j. To the extent consistent with federal law, cable or video providers shall have a rate structure for the provision of cable or video service that is uniform throughout the area within the boundaries of the City. This subsection is not intended to prohibit bulk discounts to multiple dwelling units or to prohibit reasonable discounts to senior citizens or other economically disadvantaged groups.
- k. To the extent consistent with federal law, cable or video providers shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. For purposes of this subsection, a subscriber's failure to refuse a cable or video provider's proposal to provide service or equipment shall not be deemed to be an affirmative request for such service or equipment.
- l. No contract or service offering cable services or video services or any bundle including such services shall be for a term longer than one year. Any contract or service offering with a term of service that contains an early termination fee shall limit the early termination fee to not more than the amount of the discount reflected in the price for cable services or video services for the period during which the consumer benefited from the discount.
- m. Cable or video providers shall not discriminate in the provision of services for the hearing and visually impaired, and shall comply with the accessibility requirements of 47 U.S.C. 613. Cable or video providers shall deliver and pick-up, or provide customers with pre-paid shipping and packaging for the return of, converters and other necessary equipment at the home of customers with disabilities. Cable or video providers shall provide free use of a converter or remote control unit to mobility impaired customers.
- n. **Adult programming.**
 - 1. To the extent consistent with federal law, cable or video providers shall comply with the provisions of 47 U.S.C. 532(h) and (j). The cable or video providers shall not exercise any editorial control over any video programming provided pursuant to this Subsection B, or in any other way consider the content of such programming, except that a cable or video provider may refuse to transmit any leased access program or portion of a leased access program which contains obscenity, indecency, or nudity and may consider such content to the minimum extent necessary to establish a reasonable price for the commercial use of designated channel capacity

by an unaffiliated person. This subsection shall permit cable or video providers to enforce prospectively a written and published policy of prohibiting programming that the cable or video provider reasonably believes describes or depicts sexual or excretory activities or organs in a patently offensive manner as measured by contemporary community standards.

2. Upon customer request, the cable or video provider shall, without charge, fully scramble or otherwise fully block the audio and video programming of each channel carrying such programming so that a person who is not a subscriber does not receive the channel or programming.
3. In providing sexually explicit adult programming or other programming that is indecent on any channel of its service primarily dedicated to sexually oriented programming, the cable or video provider shall fully scramble or otherwise fully block the video and audio portion of such channel so that one not a subscriber to such channel or programming does not receive it.
4. Scramble means to rearrange the content of the signal of the programming so that the programming cannot be viewed or heard in an understandable manner.

- o. Cable or video providers will maintain a listing, specific to the level of street address, of the areas where its cable or video services are available. Customers who inquire about purchasing cable or video service shall be informed about whether the cable or video provider's cable or video services are currently available to them at their specific location.
- p. **Privacy protections.** Cable or video providers shall not disclose the name, address, telephone number or other personally identifying information of a cable service or video service customer to be used in mailing lists or to be used for other commercial purposes not reasonably related to the conduct of its business unless the cable or video provider has provided to the customer a notice, separately or included in any other customer service notice, that clearly and conspicuously describes the customer's ability to prohibit the disclosure. Cable or video providers shall provide an address and telephone number for a customer to use without toll charge to prevent disclosure of the customer's name and address in mailing lists or for other commercial purposes not reasonably related to the conduct of its business to other businesses or affiliates of the cable or video provider. Cable or video providers shall comply with the consumer privacy requirements of the Communications Consumer Privacy Act, the Restricted Call Registry Act, and 47 U.S.C. 551 that are in effect as of the effective date of the Cable and Video Customer Protection Law of 2007 (codified at 220 ILC 5/Art. 70), and as amended thereafter.
- q. Cable or video providers shall implement an informal process for handling inquiries from the City and customers concerning billing issues, service issues, privacy concerns and other consumer complaints. In the event an issue is not resolved through this informal process, the City or the customer may request nonbinding mediation with the cable or video provider, with each party to bear its own costs of such mediation.

Selection of the mediator will be by mutual agreement, and preference will be given to mediation services that do not charge the consumer for their services. In the event the informal process does not produce a satisfactory result to the customer or the City, enforcement may be pursued as provided in subsection (r)(4).

- r. The City may enforce all of the customer service and privacy protection standards of this Subsection B with respect to complaints received from residents within the City's jurisdiction, pursuant to the Cable and Video Customer Protection Law of 2007 (codified at 220 ILCS 5/Art. 70), and as amended thereafter and subject to the following schedule of penalties:
 - 1. Pursuant to 220 ILCS 5/70-501(r), and subject to any limitation contained therein, for any material breach of this Subsection B by cable or video providers, the City shall impose a penalty not to exceed \$750 for each day of a material breach, and not to exceed \$25,000 for each occurrence of a material breach per customer, notwithstanding any provision of this Code to the contrary. No monetary penalties shall be assessed for a material breach if it is out of the reasonable control of the cable or video providers or its affiliate. Monetary penalties imposed pursuant to this subsection shall be applied on a competitively neutral basis to all providers of cable service or video service within the City's jurisdiction.
 - 2. For purposes of this Subsection B, "material breach" means any substantial failure of a cable or video service provider to comply with service quality and other standards specified in any provision of this Subsection B. The City shall give the cable or video provider written notice of any alleged material breaches of this Subsection B and allow such provider at least 30 days from receipt of the notice to remedy the specified material breach.
 - 3. A material breach, for the purposes of assessing penalties, shall be deemed to have occurred for each day that a material breach has not been remedied by the cable service or video service provider after the expiration of the period specified in subsection (r)(2) in the City's jurisdiction, irrespective of the number of customers affected.
 - 4. Any customer or the City may pursue alleged violations of this Subsection B by the cable or video provider in a court of competent jurisdiction. A cable or video provider may seek judicial review of a decision of the City imposing penalties in a court of competent jurisdiction. Pursuant to 220 ILCS 5/70-501(r)(4), the City shall not be subject to suit for damages or other relief based upon its action in connection with its enforcement or review of any of the terms, conditions, and rights contained in this Subsection B except a court may require the return of any penalty it finds was not properly assessed or imposed.
- s. Cable or video providers shall credit customers for violations in the amounts stated herein. The credits shall be applied on the statement issued to the customer for the next monthly billing cycle following the violation or following the discovery of the violation.

Cable or video providers are responsible for providing the credits described herein and the customer is under no obligation to request the credit. If the customer is no longer taking service from the cable or video provider, the credit amount will be refunded to the customer by check within 30 days of the termination of service. Pursuant to 220 ILCS 5/70-501(s), the City hereunder adopts a schedule of credits payable directly to customers for breach of the customer service standards and obligations contained in this Subsection B. The schedule of customer credits shall be applied on a competitively neutral basis to all providers of cable service or video service in the City's jurisdiction and the credits shall not be greater than the credits provided in the Cable and Video Customer Protection Law of 2007 (codified at 220 ILC 5/Art. 70), and as amended thereafter.

1. Failure to provide notice of customer service standards upon initiation of service: \$25.00.
2. Failure to install service within 7 days: Waiver of 50% of the installation fee or the monthly fee for the lowest-cost basic service, whichever is greater. Failure to install service within 14 days: Waiver of 100% of the installation fee or the monthly fee for the lowest-cost basic service, whichever is greater.
3. Failure to remedy service interruptions or poor video or audio service quality within 48 hours: Pro-rata credit of total regular monthly charges equal to the number of days of the service interruption.
4. Failure to keep an appointment or to notify the customer prior to the close of business on the business day prior to the scheduled appointment: \$25.00.
5. Violation of privacy protections: \$150.00.
6. Failure to comply with scrambling requirements: \$50.00 per month.
7. Violation of customer service and billing standards in subsections (c) and (d): \$25.00 per occurrence.
8. Violation of the bundling rules in Section (h): \$25.00 per month.

C. **Test and Compliance Procedure.** Tests for a Cable System shall be performed periodically in a manner so as to conform with FCC specifications. The tests may be witnessed by representatives of the City and written test reports shall be made available to the City upon request. If any test locations fail to meet the performance standards, the Franchisee shall be required to indicate what corrective measures have been taken and shall have the site retested.

D. **Cable Channels for Commercial Use, Local Commercial Television Signals, and Noncommercial Educational Television.** A Franchisee shall designate channel capacity for commercial and non-commercial use by persons unaffiliated with the Franchisee as required by federal law, consistent with the principle of fairness and equal accessibility to all persons and the City to the extent they have a legitimate use for such capacity.

E. Technical Standards.

- a.** Any Cable System within the City shall meet or exceed the technical standards set forth in 47 C.F.R. § 76.601 et seq. and any other applicable federal technical standards, including any such reasonable standards as hereafter may be amended or adopted by the City Council in a manner consistent with federal law.
- b.** A Franchisee shall use equipment generally used in high-quality, reliable, modern Systems of similar design, including, but not limited to, back-up power supplies at the outside plant capable of providing power to the system for a minimum of twelve (12) hours in the event of an electrical outage and permanent standby generators for the headend/primary hubs, plus adequate portable generators to cover longer outages. The obligation to provide backup power supplies requires the Franchisee to install equipment that will (a) cut in automatically on failure of commercial utility AC power, (b) revert automatically to commercial power when it is restored, and (c) prevent the standby power source from powering a "dead" utility line. In addition, the design and construction of a system shall include modulators, antennae, amplifiers, and other electronics that permit and are capable of passing through the signal received at the headend with minimal alteration or deterioration.

F. Interconnection.

- a.** A Franchisee shall design its System so that it may be interconnected with any or all other Systems or similar Communications Systems in the area. Interconnection of Systems may be made by direct cable connection, microwave link, satellite or other appropriate methods.
- b.** Upon receiving the directive of the City Council to interconnect, the Franchisee shall immediately initiate negotiations with the other affected System or Systems so that costs may be shared proportionately for both construction and operation of the interconnection link.
- c.** The City Council may in writing grant reasonable extensions of time to interconnect or rescind its request to interconnect upon its own initiative or upon petition by the Franchisee to the City Council. The City Council shall rescind the request if it finds that the Franchisee has negotiated in good faith and the cost of interconnection would cause unreasonable increase in Subscriber rates.
- d.** No interconnection shall take place without prior written approval of the City Council. A Franchisee seeking approval for interconnection shall demonstrate that all signals to be interconnected will comply with FCC technical standards for all classes of signals and will result in no more than a low level of distortion.
- e.** The Franchisee shall cooperate with any interconnection corporation, regional interconnection authority or state or federal regulatory agency which may be established for the purpose of regulating, facilitating, financing or otherwise providing for the interconnection of communications systems beyond the boundaries of the City.

G. Integration of Advancements in Technology. A Franchise Agreement may require a Franchisee to periodically upgrade its Cable System to integrate advancements in technology as may be necessary to meet the needs and interests of the community in light of the costs thereof, and/or to submit periodic reports on cable technology and competition to the City Clerk.

H. System Design Review Process. In addition to any requirements included in a Franchise Agreement, at least sixty (60) days prior to the date construction of any rebuild or major extension is scheduled to commence, the Franchisee shall provide the City Clerk with notice that a detailed System design and construction plan is available for review by the City at a specific office of the Franchisee located in the metropolitan St. Louis area, which shall include at least the following elements:

- a. Design type, trunk and feeder design, and number and location of hubs or nodes.
- b. Distribution system-cable, fiber and equipment to be used.
- c. Plans for standby power.
- d. Longest amplifier cascade in system (number of amplifiers, number of miles, type of cable/fiber).
- e. Design maps and tree trunk maps for the System. The System design will be shown on maps of industry standard scale using standard symbols, and shall depict all electronic and physical features of the cable plant. The City may review the plan and, within thirty (30) days of the date the plan is made available for City review, submit comments to the Franchisee. Within fifteen (15) days of receipt of the comments, the Franchisee shall notify the City Clerk that a revised plan is available for review by the City at a specific office located in the metropolitan St. Louis area, either incorporating the comments or explaining why the comments were not included. The City's review does not excuse any nonperformance under a Franchise Agreement, this Ordinance or other applicable law.

Emergency Alert System. A Franchise shall comply with 47 U.S.C. § 544(g) and all regulations issued pursuant thereto in addition to the supplementary requirements herein. In addition, consistent with the provisions of 220 ILCS 5/21-701, a Franchisee shall provide an override capability so that City may access the System with an audio and visual message on all Channels in the event of an emergency or disaster. Franchisee will provide the necessary electronic equipment for such emergency override system. Further, Franchisee will maintain said equipment and provide for regularly scheduled testing by Grantor to insure that the equipment is functioning properly. Except as may be otherwise agreed or required by law, the required telephone or other connection to the emergency alert system shall be the responsibility of Franchisee.

I. Service Area.

- a. **Area served.** A Franchisee shall build and maintain its System so that within a reasonable period of time, as established by the Franchise, it is able to provide service to

all households desiring service located within the Franchise Area without any construction charges (other than standard connection charges). A Franchisee must build and maintain its System so that it can extend service to households desiring service located outside the Franchise area in accordance with subsections 2(i) through (vi). Connections to commercial customers shall be governed by section 2(vii).

b. Line Extension Requirements.

1. For areas within the City limits but outside the Franchise Area, including areas annexed after the effective date of its Franchise, a Franchisee shall extend its trunk and distribution System to serve households desiring service without any construction charge (other than standard connection charges and Drop charges as authorized herein), unless the Franchisee demonstrates to the City Council's satisfaction evidenced by written decision that circumstances justify a specific charge, where: the new subscriber requesting service is located within two-hundred (250) feet from the termination of the Cable System, or the number of potential Subscribers to be passed by such extension is equal to or greater than twenty (20) potential households or occupied commercial buildings, or combination thereof, per cable mile, or portion thereof, measured from any point on the System.
2. In circumstances where the factors requiring line extension do not exist as set forth in the foregoing paragraph are not met, the Franchisee shall on the request of the City Council extend its Cable System based upon the following cost-sharing formula. The Franchisee shall contribute an amount equal to the construction costs per mile multiplied by the length of the extension in miles, multiplied by a fraction where the numerator equals the number of potential households per mile at the time of the request and the denominator equals 20. Households requesting service as of the completion of construction can be required to bear the remainder of the total construction costs on a pro rata basis.
3. The "construction costs" are defined as the actual turnkey cost to construct the entire extension including lines, materials, electronics, pole make-ready charges, and labor, but not the cost of Drops except as provided below. If the Franchisee proposes to require a household requesting extension to make a contribution in aid of extension, it must (1) notify the City Council in advance; (2) send the City Council a copy of the invoice showing the amount actually charged each household requesting extension; and (3) within thirty (30) days of completion of the extension, furnish proof of the total cost of the extension and make any appropriate refunds if the total cost is less than the amounts charged in advance of construction. At the end of each calendar year, the Franchisee must calculate the amount any contributing person would have paid based on the number of Persons served at that time and pay back the difference between the amount which would then be owed. The Franchise shall report such calculations and refunds to the City Clerk by the end of January of the following year.

4. **Installation of Drops.** Except as federal rate regulations may otherwise require, the Franchisee shall not assess any additional cost for service drops of one hundred fifty (150) feet or less unless the Franchisee demonstrates to the City Council's satisfaction, evidenced by written decision, that circumstances justify a specific charge. Where a Drop exceeds one hundred fifty (150) feet in length, a Franchisee may charge the subscriber for the difference between Franchisee's actual costs associated with installing a one hundred fifty-foot Drop, and the Franchisee's actual cost of installing the longer Drop, provided that Drop length shall be the shorter of (1) the actual length of installed drop or (2) the shortest practicable distance to the point where the Franchisee would be required to extend its distribution system.
5. **Location of Drops.** Except as federal rate regulations may otherwise require, or otherwise approved by the City, all cables and wires shall be installed underground parallel to other utilities where such easements or space is available for use by Franchisee.
6. **Time for extension.** A Franchisee must extend service to any person who requests it (1) within seven (7) days of the request within the Franchise Area or where service can be provided by activating or installing a Drop within one hundred fifty (150) feet of the existing distribution system; (2) within thirty (30) days of the request for service outside the Franchise Area where an extension of one-half mile or less (but more than one hundred fifty (150) feet) is required; or (3) within six (6) months for service outside the Franchise Area where an extension of one-half mile or more is required.
7. Because existing conditions can vary dramatically, Franchisee may in its discretion require commercial customers to pay all reasonable costs of connection (including time and materials) in excess of the average cost of connection for residential services.

- c. **Newly Annexed Areas.** In such cases where mandatory extension of the Cable System is required for areas newly annexed after the effective date of the Franchise, but the technical capabilities of the then-existing Cable System are such that the minimum technical performance standards required by this Franchise or the FCC cannot be met, then the Franchisee shall be required to make such extension only if the Franchisee can earn a fair return (as measured by the Franchisee's weighted average cost of capital) on the incremental investment required combined with the overall investment base of the Cable System within the boundaries of the Franchise Area.
- d. **Special Agreements.** Nothing herein shall be construed to prevent a Franchisee from serving areas not covered under this section upon agreement with developers, property owners or residents.

SECTION 5. Chapter 3 of the Cable and Communications Code of the City of Columbia, Illinois is hereby amended to add thereto a new Section 3.12, to read as follows:

3.12 **Providers of Cable and Video Services Operating Pursuant to a State-Issued Authorization.** This Section 3.12 shall apply to Providers of Cable and Video Services Operating Pursuant to State-Issued Authorization.

A. **Definitions.** As used in this Section 3.12, 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:
 - (i) Recurring charges for cable or video service.
 - (ii) Event-based charges for cable service or video service, including, but not limited to, pay-per-view and video-on-demand charges.
 - (iii) Rental of set top boxes and other cable service or video service equipment.
 - (iv) Service charges related to the provision of cable service or video service, including but not limited to activation, installation, and repair charges.
 - (v) Administrative charges related to the provision of cable service or video service, including but not limited to service order and service termination charges.
 - (vi) Late payment fees or charges, insufficient funds check charges, and other charges assessed to recover the costs of collecting delinquent payments.
 - (vii) 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.

- (viii) 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 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 (ix).
- (ix) 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.
- (x) The service provider fee permitted by 220 ILCS 5/21-801(b).

(2) Gross revenues do not include any of the following:

- (i) Revenues not actually received, even if billed, such as bad debt, subject to 220 ILCS 5/21-801(c)(1)(vi).
- (ii) 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.
- (iii) 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 nonvideo 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.
- (iv) 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 will resell the service within the City and pay the fee permitted by 220 ILCS 5/21-801(b) with respect to the service.

- (v) 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.
- (vi) Security deposits collected from subscribers.
- (vii) 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 Section 3.12 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 Section 3.12 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.

B. 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 Section 3.12 by the holder. The ordinance adopting this Section 3.12 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 pursuant to Section 3.6 of this Code.
- (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 for prepaid franchise fees under that agreement may deduct the amount of such credit from the fees that operator owes under this Section 3.12(B).

C. 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 Subsection 3.12(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 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 3.12(B)(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 that operator owes under Section 3.12(C).

D. **Applicable Principles.** All determinations and calculations under this Section 3.12 shall be made pursuant to generally accepted accounting principles.

E. **No Impact on Other Taxes Due from Holder.** Nothing contained in this Section 3.12 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 City's 911 or E911 fees, taxes or charges.

F. **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, as set forth in Section 3.5 of this Code. Receipt of the ordinance adopting this Section 3.12 by the holder shall constitute such notice. The holder shall comply with the requirements of

Section 3.5, unless otherwise provided by law. No acceptance of amounts remitted should be construed as an accord that the amounts are correct.

- (b) Additional Payments. Any additional amount due after an audit shall be paid within thirty (30) days after the City's submission of an invoice for the sum.
- G. **Late Fees / Payments.** To the extent permitted by law, Section 3.6(A)(6) of this Code shall apply to any late payments made by a holder.
- H. **Enforcement.** The requirements of the Cable and Video Competition Law of 2007 (codified at 220 ILCS 5/Art. XXI) shall apply to all holders under the terms thereof and, to the extent provided by law, the City may enforce such provisions as a condition of this Code, consistent with 220 ILCS 5/21-1301(a).

SECTION 6. Chapter 4 of the Cable and Communications Code of the City of Columbia, Illinois is hereby amended to repeal Section 4.1 and to add a new Section 4.1 thereto, to read as follows:

4.1 Rights-of-Way Ordinance, State Law.

- A. A Provider shall be subject to and comply with the additional or supplementary terms and conditions of the "ROW Ordinance," as may be amended from time to time, which is incorporated herein by reference and such provisions and the provisions of this Code shall be deemed a condition of any Franchise and Agreement. The provisions of this Chapter 4 shall apply as provided herein to Providers, and to the full extent permitted by law, additionally to all construction activities in public utility easements.
- B. All Providers of cable or video service, whether providing such service pursuant to a local franchise or state-issued authorization, shall be subject to the additional provisions set forth in 220 ILCS 5/21-1001, as amended.

SECTION 7. Chapter 4 of the Cable and Communications Code of the City of Columbia, Illinois is hereby amended to repeal Section 4.8 and add a new Section 4.8 thereto, to read as follows:

4.8 Location, Type and Design of Facilities Subject to Approval.

- A. The design, location, and nature of all Facilities shall be subject to the review and approval of the City Engineer. Such review shall be based on nondiscriminatory bases in application of City policy and approvals shall not be unreasonably withheld. Except as provided herein, all Facilities constructed after the date of an Agreement shall be placed underground. Antenna or other Facilities may be located above-ground only if approved by the City Engineer for good cause and including as may be

specifically authorized in an Exhibit attached hereto. Unless extraordinary circumstances exist, good cause shall not include authorization for above-ground facilities requiring new poles or major modification to existing above-ground structures. Above-ground pedestals, vaults, antennae or other Facilities may be installed only if approved by the City where alternative underground facilities are not feasible or where underground requirements are otherwise waived pursuant to the provisions of this subsection. Existing conduit shall be used where feasible and available. The location, design and requirements for antennae in the Rights-of-Way shall additionally be subject to all specific ordinances, regulations or policies of the City generally applicable to the siting of antennae. Where reasonable and appropriate and where adequate public rights-of-way exists, the Provider shall place above-ground Facilities underground in conjunction with City capital improvement projects and/or at specific locations requested by the City provided that such placement is practical, efficient, and economically feasible. Unless specifically authorized herein or otherwise by the City, antennae/towers having a height of forty (40) feet or greater located on the Rights-of-Way or antennae on other City owned or controlled property shall not be authorized by an Agreement, but shall require a separate Lease or Use Agreement with the City. City height limitations, applicable zoning restrictions, and general City policies with regard to all users of the Rights-of-Way shall also be applicable to all Facilities. The City Engineer may establish such regulations or policies as may be deemed necessary or appropriate to effect this provision.

B. In addition to the above requirements, all Facilities shall be subject to the following general location requirements:

- (1) No Interference with City Facilities. No utility facilities shall be placed in any location if the City Engineer determines that the proposed location will require the relocation or displacement of any of the City's utility facilities or will otherwise interfere with the operation or maintenance of any of the City's utility facilities.
- (2) Minimum Interference and Impact. The proposed location shall cause only the minimum possible interference with the use of the Rights-of-Way and shall cause only the minimum possible impact upon, and interference with the rights and reasonable convenience of property owners who adjoin said Rights-of-Way.
- (3) No Interference with Travel. No utility facility shall be placed in any location that interferes with the usual travel on such Rights-of-Way.
- (4) No Limitations on Visibility. No utility facility shall be placed in any location so as to limit visibility of or by users of the Rights-of-Way.
- (5) Size of Utility Facilities. The proposed installation shall use the smallest suitable vaults, boxes, equipment enclosures, power pedestals, and/or

cabinets then in use by the facility owner, regardless of location, for the particular application.

SECTION 8. All Ordinances or Resolutions or parts of Ordinances or Resolutions that are inconsistent with this Ordinance, to the extent of such inconsistency, are hereby amended and changed to be in compliance with this Ordinance; and to the extent the same may not be changed and amended to be read to be in compliance and consistent with the provisions of this Ordinance, said Ordinances and Resolutions or parts of Ordinances or Resolutions are repealed to the extent of such conflict.

SECTION 9. This Ordinance shall be in full force and effect from and after its passage as provided by law.

Alderman Agne moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Row, and the roll call vote was as follows:

YEAS: Aldermen Ebersohl, Agne, Niemietz, Unnerstall, Row, Hejna, Oberfell, Stumpf and Mayor

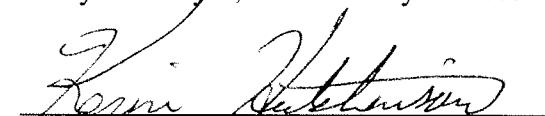
Hutchinson.

NAYS: None.

ABSENT: None.

ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor, this 17th day of December, 2007.


KEVIN B. HUTCHINSON, Mayor

ATTEST:


WESLEY J. HOEFFKEN, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF PUBLICATION

I, Wesley J. Hoeffken, certify that I am the duly elected and acting Municipal Clerk of the City of Columbia, Illinois.

I further certify that on the 17th day of December, 2007, the Corporate Authorities of the City of Columbia, Illinois passed and approved Ordinance No. 2617, entitled:

**"AN ORDINANCE TO AMEND THE CABLE AND
COMMUNICATIONS CODE OF THE CITY OF COLUMBIA,
ILLINOIS TO AMEND CERTAIN RIGHTS OF WAY USE
REQUIREMENTS, TO IMPOSE CERTAIN FEES, AND TO
IMPOSE CERTAIN CUSTOMER SERVICE REQUIREMENTS
UPON PROVIDERS OF CABLE AND VIDEO SERVICES
OPERATING IN THE CITY OF COLUMBIA"**

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2617, including the ordinance and a cover sheet thereof, was prepared and a copy of such ordinance will be posted in the Columbia City Hall, commencing on the 17th day of December, 2007 and continuing for at least ten (10) days thereafter. Copies of such ordinance were also available for public inspection upon request at the office of the City Clerk.

DATED at Columbia, Illinois this 17th day of December, 2007.

WESLEY J. HOEFFKEN, City Clerk

(SEAL)