(Sn) J. P. Phillips,
J. P. Phillips, Mayor
City of Roanoke, Alabama

(Sn) Olin E. Sheppard
Olin E. Sheppard, City Clerk
City of Roanoke, Alabama

I, Olin E. Sheppard, as City Clerk of the City of Roanoke, Alabama hereby certify that the foregoing ordinance was passed and adopted by the Mayor and City Council of the City of Roanoke, Alabama, on the 11th day of November, 1968, and was herein recorded and was published in the Roanoke Leader of general circulation in the City of Roanoke, Alabama on the 14th and 21st day of November, 1968.

Olin E. Sheppard, City Clerk
City of Roanoke, Alabama

NO. 505

AN ORDINANCE TO BE ENTITLED

AN ORDINANCE GRANTING A FRANCHISE TO EARL MANNING, DOING BUSINESS IN THE NAME OF MULTI CHANNEL CABLE COMPANY, OF ROANOKE, ALABAMA, HIS SUCCESSORS AND ASSIGNS AS HEREINAFTER DEFINED, TO BUILD, CONSTRUCT, PURCHASE, MAINTAIN, OWN OR LEASE TV CABLE LINES, FIXTURES, APPURTENANCES FOR THE OPERATION OF A TV CABLE SYSTEM, FOR TRANSMISSION OF TELEVISION AND OTHER AUDIO SIGNALS, BOTH AM AND FM, TV RECEIVING TOWER, AND LINES AS HEREINAFTER DEFINED IN THE CITY OF ROANOKE, ALABAMA, AND DEFINING SAID RIGHTS, POWERS AND PRIVILEGES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROANOKE, ALABAMA, as follows:

SECTION 1 That for and in consideration of the privileges and convenience to be derived from the above mentioned Franchise by the citizens and residents of the City of Roanoke, Alabama, and for the considerations hereinafter mentioned, The MULTI CHANNEL CABLE COMPANY of Roanoke, Alabama, his successors or assigns as hereinafter defined, be and it is hereby granted for a period of Thirty (30) years from the
effective date, hereof, unless this Franchise be sooner terminated as is hereinafter provided, or as provided by the laws of the State of Alabama, the right, authority and privilege to build, construct, equip, own, lease, maintain and operate in the City of Roanoke, Alabama, wires, lines, poles, arms, cables, conduits, appurtenances, and fixtures required to conduct a TV Cable Business as hereinafter defined, and with the right to an option of an additional thirty (30) years subject to the then action of the then City Council of the City of Roanoke, Alabama, and in the then discretion of said City Council. The right, authority, power and privilege to use all streets, alleys, public grounds and public throughfares under the control of the City Council of the City of Roanoke, Alabama, as now owned and that may hereafter acquired, subject of course, to such restrictions as may now be imposed or hereafter imposed by the City Council of the City of Roanoke, Alabama. MULTI CHANNEL CABLE COMPANY, as is herein defined is hereby granted the right to furnish to the people, persons, individuals, groups, firms and corporations of the City of Roanoke, Alabama, a Television Cable Service, the right to conduct a TV Cable Toll business, and to have and enjoy such other and further rights and privileges as are usually granted to and enjoyed by TV Cable Companies, except as may be herein restricted.

SECTION 2. All poles, wires, cross arms, brackets, guy wires, conduits, cables, etc. shall be erected and maintained under the supervision of the City Council of the City of Roanoke, Alabama, or its designated agent or representative, and should any cable be placed or erected in or under paved
street or sidewalk or other public or private through-fare within the City of Roanoke, Alabama, the said MULTI CHANNEL CABLE COMPANY, his successors or assigns shall restore the paving or surface of said throughfare at once to as good a condition as before said work was done. TV cables shall be mounted in full conformity with the latest practice or Code governing such construction and in such manner as not to create a public hazard of any nature.

SECTION 3. The said MULTI CHANNEL CABLE COMPANY and the said Earl Manning, his successors or assigns shall hold the City free and harmless of all damages, costs and expenses that may arise by reason of any act, or act of negligence, carelessness or misconduct of said TV Cable Company, its agents, servants or any one acting under it or by its acquiescence in erecting, maintaining, and operating said plant or TV Cable system, or because of the placing of said poles, brackets, wires, guy wires, cables, conduits or other appurtenances used in connection with said plant or TV Cable system, and for this purpose the said MULTI CHANNEL CABLE COMPANY and said Earl Manning, or his successors or assigns shall carry property damage and public insurance covering any phase or operation of said Company in some responsible Insurance Company that is qualified to do business in the State of Alabama. The amount of such insurance to be carried for liability due to damage or injury to property shall be $100,000.00 as to any one accident and against liability due to injury to death of any person, $100,000.00 as to any one person and $300,000.00 as to any accident. The said City shall notify the said Multi Channel Cable Company and
Earl Manning, his successors or assigns within two weeks, if the information is available, after the presentation of any claim or damage, either by suit or otherwise made against said City on account of any negligence or act as aforesaid on the part of the Multi Channel Cable Company, its servants, agents, employees or any one working with or in connection with said Company. THE MULTI CHANNEL CABLE COMPANY, successors or assigns are hereby authorized and empowered at their own risk with the property owners involved to trim at its expense the trees extending into any street, alley, public throughfare or public ground under the control of said City Council, so as to prevent the limbs or branches from interfering with the said TV Cable Service.

SECTION 4. THE MULTI CHANNEL CABLE COMPANY, successors or assigns, shall not be allowed to charge for any service in excess of the rates established, or which may hereafter be established by the Alabama Public Service Commission. In the event that at any time in the future a board, commission or body shall be authorized to fix rates under the Laws of the State of Alabama, all rates charged in the City of Roanoke, Alabama by Multi Channel Cable Company, successors or assigns shall be agreed upon by the said TV Cable Company and the City of Roanoke, Alabama.

SECTION 5. As a part of the consideration for the granting of this Franchise the said Multi Channel Cable Company and Earl Manning shall furnish to the City of Roanoke, Alabama, free of charge one TV Cable connection for the Police Department, one TV Cable connection at each Fire Sta-
tion, and also one for any School and also one for the County Hospital located in said City, the latter two to be furnished when such Cable connection passes near, to or by said School or said Hospital, and the same being maintained in the City of Roanoke, Alabama, or in operation there. Said TV Cable to be installed, maintained and kept in good condition at all times and without any cost to the City of Roanoke, Alabama.

SECTION 6. In consideration for the terms of this Franchise, the Company agrees that within 90 days, after the annual closing of the Company's books for Income Tax purposes and each succeeding anniversary date of the closing of the Company's books for income tax purposes, that the said TV Cable Company and the owner thereof will pay to the City of Roanoke, Alabama an amount which will equal three (3) per cent of the Company's gross revenues received by the Company for the operation of the Company in the City of Roanoke, Alabama. Gross revenues shall not include installation fees or other special charges made by the Company or by the City or by any Governmental Agency. The duly appointed agency or representative of the City of Roanoke, Alabama shall have the right to inspect and audit all records pertaining to gross revenue at any reasonable time or times.

SECTION 7. As a further consideration of the granting of this Franchise, THE MULTI CHANNEL CABLE COMPANY, successors and assigns does by the acceptance of this Franchise agree to begin construction within twelve (12) months from the date of the passage of this Ordinance, and to install and have completed within twelve (12) months from the date that
such construction begins, such construction beginning to be determined by the City Council of the City of Roanoke, Alabama, of such TV Cable system. In the event, however, of a national emergency that makes it impossible to get the materials needed to construct said system, such emergency to be determined by the City and said Company, then in that event the time limitations herein set shall be deferred for the period of the imposition, or if for any reason, Multi Channel Cable Company does not construct the above outlined TV Cable system within the above stated period, but shows good cause acceptable to the said City Council why said construction has not been completed within the above stated time, the City of Roanoke, Alabama can at its discretion grant to The Multi Channel Cable Company, successors or assigns the option and privilege to renew this Franchise for an additional twelve (12) months. It is understood and agreed between the City of Roanoke, Alabama and the Multi Channel Cable Company and the said Earl Manning that should said Cable Company find after careful research and survey that it is in no wise interested in the foreseeable future in stalling such TV Cable system, it will surrender this Franchise back to the City of Roanoke, Alabama at once.

SECTION 3. As a further consideration for the granting of this Franchise there shall be no transfer or assignment or disposing of this Franchise to any one other than to the present Grantee except by the agreement and consent of the City Council of the City of Roanoke, Alabama; and further in the event that should any stock be made or issued pertaining to said Franchise, whether corporate or not, there shall be
no major change of such stock or interest either in bulk or by portions or parts, or in the aggregate except by and with the consent and approval of the City Council of the City of Roanoke, Alabama.

SECTION 9. The said Multi Channel Cable Company and Earl Manning shall pay all costs and expenses of the obtaining of this Franchise, publication charges and any other incidental costs in the obtaining and granting and accepting of the same.

SECTION 10. This Ordinance shall become effective upon its passage and approval.

SECTION 11. That all Ordinances and or parts of Ordinances in conflict with this Ordinance as to such conflicting part with the operation of this Ordinance are hereby repealed.

SECTION 12. If any section, subsection, clause or sentence, phrase or portion of this Ordinance is for any legal cause held invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision of this Ordinance, and such holding shall not affect the validity of the remaining portions of this Ordinance.

PRESENTED TO THE CITY COUNCIL of the City of Roanoke, Alabama on the 25th day of November, 1968.

PASSED AND APPROVED by the City Council for the enactment thereof on this the 25th day of November, 1968.

(Sn) Joe H. Allen
Joe H. Allen, Mayor Pro Tem
City of Roanoke, Alabama

Attest:

(Sn) Olin E. Sheppard
Olin E. Sheppard, City Clerk
I, Olin E. Sheppard, as City Clerk of the City of Roanoke, Alabama hereby certify that the foregoing ordinance was passed and adopted by the Mayor and City Council of the City of Roanoke, Alabama, on the 25th day of November, 1968, and was herein recorded and was published in The Roanoke Leader of general circulation in the City of Roanoke, Alabama on the 5th, 12th and 19th day of December, 1968.

Olin E. Sheppard, City Clerk
City of Roanoke, Alabama

AN ORDINANCE

NO. 506

An Ordinance to adopt the License Code for the City of Roanoke, Alabama, and to provide for the publication thereof.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROANOKE, ALABAMA, as follows:

SECTION 1. That the codification of the license schedule and alws of the City of Roanoke as reported to the City Council on the 9th day of December, 1968, be and the same is hereby adopted as the License Code of the City of Roanoke.

SECTION 2. That the City Clerk shall cause to be printed and bound One Hundred copies of said Code, for the use of the City of Roanoke, and shall supervise the publication of said Code, and shall read all the proofs, correct all manifest errors, and compare the printed book with the original transcript, and shall see that the Code as printed corresponds accurately with the original as adopted, and when completed shall certify that fact to the Mayor. A copy of said certificate, and a copy of this Ordinance shall be printed in each copy of said Code.