

BILL NO. 373

ORDINANCE NO. 373

AN ORDINANCE OF THE VILLAGE OF UPLANDS PARK AMENDING ITS
ORDINANCE GRANTING A CABLE FRANCHISE TO CHARTER
COMMUNICATIONS.

WHEREAS, the Village of Uplands Park (the "Municipality") is a member of the North Area Telecommunications Authority ("NATA"), an intergovernmental cooperative agency consisting of several member municipalities organized for the purposes of regulating cable television franchises and offering recommendations to its members concerning cable television and telecommunications issues; and

WHEREAS, as a member of NATA, the Municipality adopted an ordinance in 1996 granting a franchise to American Cablevision of St. Louis for the construction, maintenance, and operation of a cable television system (the "Franchise Ordinance"), and in 1998 the Municipality adopted a second ordinance amending the Franchise Ordinance and relating to the upgrade and rebuild of the Municipality's cable television system (the "Rebuild Ordinance"); and

WHEREAS, both the Franchise Ordinance and the Rebuild Ordinance contained provisions establishing certain public, education, and governmental ("PEG") access programming requirements to be provided by the franchised cable operator, which such requirements were attached to and incorporated by such ordinances as Addendum D; and

WHEREAS, through various mergers and acquisitions, Charter Communications Entertainment I, LLC d/b/a Charter Communications ("Charter") has succeeded American Cablevision of St. Louis as the Municipality's franchised cable operator and accordingly is subject to the same PEG access programming requirements established in Addendum D;

WHEREAS, Charter has requested that the members of NATA, and the Municipality in particular, agree to the amendment of Addendum D by permitting the relocation of the public access studio located at 9231 Florissant in Ferguson, Missouri and by the release of three channels now dedicated to governmental, senior citizen, and religious information and access; and

WHEREAS, NATA, after providing the public with adequate notice of the request, held a public hearing to determine whether the requests were reasonable under the circumstances and whether the requests would adversely affect the public interest or the future cable-related needs and interests of their member cities; and

WHEREAS, NATA has determined that, subject to the conditions provided herein, Charter's requests are reasonable under the circumstances presented and would not adversely affect the public interest or the future cable-related needs and interests of its member cities; and

WHEREAS, NATA accordingly has adopted a resolution, attached as Exhibit A, recommending the amendment of Addendum D's PEG requirements as provided and on the conditions included herein;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF UPLANDS PARK, MISSOURI, AS FOLLOWS:

Section One.

Addendum D to the Municipality's Franchise Ordinance and Rebuild Ordinance is hereby amended as follows:

A. Paragraph A of Addendum D is amended to permit Charter to consolidate three PEG channels (i.e., Channel 8, the community bulletin board/public access channel, Channel 95, senior citizen access, and Channel 99, religious access) into one PEG channel (i.e., Channel 18, regional access); and

B. Paragraph B of Addendum D is amended to permit Charter to close the public access studio located at 9231 Florissant Road.

Section Two.

The amendments of Section One of this Ordinance shall be conditioned and contingent on the following:

A. Charter shall maintain, for as long as its franchise remains in effect, a local origination studio at 3300 Sunswept Park Drive in Florissant, Missouri for the use of NATA's members and their constituents;

B. Charter shall maintain all other PEG channels required by the Franchise Ordinance and the Rebuild Ordinance and shall ensure that any programming, announcements, or similar requests for public, senior citizen, or religious access or services shall be granted as otherwise required by Addendum D, the Franchise Ordinance, and the Rebuild Ordinance;

C. Charter shall ensure that if the demand for public access reasonably exceeds Charter's ability to deliver such access as provided in paragraph B hereof, Charter shall restore additional PEG channels, not to exceed three (3), sufficient to meet that demand;

D. Charter shall maintain a business office at Springwood Plaza in Dellwood, Missouri, or such other location within the NATA communities as may be permitted in writing by the NATA Board of Directors, and shall continue to make available to subscribers the opportunity to pay their cable bills and transact business at that location;

E. Charter shall reutilize and maintain, for a reasonable period of time as allowed by business feasibility, the released and reorganized channels for the following purposes: (i) Channel 8, for Charter Local Origination programming coverage, which includes local sports and governmental coverage and which also includes ESPN Plus coverage (sporting events, often involving Missouri and Illinois teams, that are not available through traditional programming) and leased access programming, which generate franchise fee revenues; (ii) Channel 95, for Access Television, another leased access vehicle that generates franchise fee revenues; (iii) Channel 99, for the Weather Channel (now on Channel 19), where it is shown on most Charter communities; and (iv) Channel 19, for Shop NBC, another leased access vehicle that generates franchise fee revenues;

F. Charter shall provide to McCluer South-Berkeley High School a Cable in the Classroom connection as directed by the school;

G. The video equipment now located in the Florissant access studio shall be donated to those NATA communities desiring same, and in a manner directed by the NATA Board, and if no such community desires the video equipment, the equipment, or the proceeds of the sale of the equipment (at the option of the NATA Board), shall be donated by Charter to a public, educational, or governmental use or a charity as directed by NATA and in NATA's name;

H. Charter shall provide to NATA a non-specified settlement grant of \$8,000.00 within thirty (30) days of the execution of an ordinance by the last NATA member effecting the terms of this Resolution, which sum shall be redistributed by NATA to its member communities in equal shares; and

I. Charter shall pay for the legal fees incurred by NATA, up to the sum of \$7,000.00, within thirty (30) days of presentation of a written demand for same, but if said fees are less than \$7,000.00, the difference shall be added to the non-specified settlement grant provided in paragraph G hereof.

Section Three.

All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section Four.

This Ordinance shall be in full force and effect from and after its adoption and approval as may be required by law.

ADOPTED AND APPROVED THIS _____ DAY OF _____, 2006.

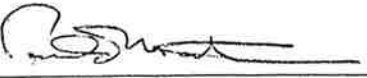
Chairman

ATTEST:

Village Clerk

APPROVED AS TO FORM AND CONTENT:

CURTIS, HEINZ, GARRETT & O'KEEFE, P.C.

BY: 

Consulting Attorneys

RESOLUTION NO. 04-20-06-1

A RESOLUTION OF THE NORTH AREA TELECOMMUNICATIONS AUTHORITY RECOMMENDING CERTAIN FRANCHISE AMENDMENTS FOR ITS MEMBER MUNICIPALITIES.

WHEREAS, the North Area Telecommunications Authority ("NATA") is an intergovernmental cooperative agency consisting of several member municipalities organized for the purposes of regulating cable television franchises and offering recommendations to its members concerning cable television and telecommunications issues; and

WHEREAS, Charter Communications ("Charter"), the cable television franchisee for the NATA communities, has requested certain amendments to the governing franchise agreements and has promised certain benefits to the NATA communities in consideration of those amendments, all as provided in the attached Exhibit A; and

WHEREAS, on April 20, 2006 the NATA Board of Directors has held a public hearing to consider whether the requests were reasonable under the circumstances and to determine whether the proposed amendments would adversely affect the public interest or the future cable-related needs and interests of their member cities; and

WHEREAS, NATA has determined that, subject to the conditions provided herein, Charter's requests are reasonable under the circumstances presented and would not adversely affect the public interest or the future cable-related needs and interests of its member cities; and

WHEREAS, the NATA Board of Directors believes that its members would be served by adoption of the Charter proposal and accordingly desires to recommend to its membership the adoption of the franchise amendments as proposed;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTH AREA TELECOMMUNICATIONS AUTHORITY AS FOLLOWS:

Section One.

The NATA Board of Directors (the "Board") hereby acknowledges Charter's requests to recommend to its membership the proposed franchise amendments, specifically, to release Charter from its obligations to (a) provide an access studio at 9231 Florissant Road and (b) provide three public, educational, and governmental ("PEG") channels, these being Channel 8, the community bulletin board/public access channel, Channel 95, senior citizen access, and Channel 99, religious access).

Section Two.

After a public hearing duly held on April 20, 2006 the NATA Board of Directors finds and determines as follows:

A. That the access studio has not been used by any NATA member or subscriber for a period in excess of two to three years;

B. That there has been no significant public access use of the identified PEG channels in that same period of time; and

C. That the underutilized studio and access channels have not proven to be of significant benefit to the public, and other studio and channel alternatives exist to ensure that the public will continue to have access to public, educational, and governmental programming; and

D. That Charter is willing to grant certain benefits and promises to NATA's member communities in consideration for their release of the underutilized studio and access channel franchise requirements as provided herein; and

E. That NATA's members and their subscribers would not be adversely impacted by the closing of the access studio or the release of the three identified PEG channels and would benefit from the consideration to be granted by Charter as provided herein.

Section Three.

The NATA Board of Directors accordingly recommends that its members amend their franchise agreements as provided in the form ordinance, attached as Exhibit B, provided the following conditions are met:

A. Charter shall maintain a local origination studio at 3300 Sunswept Park Drive in Florissant, Missouri for the use of NATA's members and their subscribers as otherwise required by the Franchise Ordinance and the Rebuild Ordinance;

B. Charter shall maintain all other PEG channels required by the Franchise Ordinance and the Rebuild Ordinance and shall ensure that any programming, announcements, or similar requests for public, senior citizen, or religious access or services be shall be granted as otherwise required by the Franchise Ordinance and the Rebuild Ordinance;

C. Charter shall ensure that if the demand for public access reasonably exceeds Charter's ability to deliver such access as provided in paragraph B hereof, Charter shall restore additional PEG channels, not to exceed three (3), sufficient to meet that demand;

D. Charter shall maintain a business office at Springwood Plaza in Dellwood, Missouri and shall continue to make available to subscribers the opportunity to pay their cable bills and transact business at said locations;

E. Charter shall reutilize and maintain, for a reasonable period of time as allowed by business feasibility, the released and reorganized channels for the following purposes: (i) Channel 8, for Charter Local Origination programming coverage, which includes local sports and governmental coverage and which also includes ESPN Plus coverage (sporting events, often involving Missouri and Illinois teams, that are not available through traditional programming) and leased access programming, which generate franchise fee revenues; (ii) Channel 95, for Access Television, another leased access vehicle that generates franchise fee revenues; (iii) Channel 99, for the Weather Channel (now on Channel 19), where it is shown on most Charter communities; and (iv) Channel 19, for Shop NBC, another leased access vehicle that generates franchise fee revenues;

F. Charter shall provide to McCluer South-Berkeley High School a Cable in the Classroom connection as directed by the school;

G. The video equipment now located in the Florissant access studio shall be donated to those NATA communities desiring same, and in a manner as directed by the NATA Board, and if no such community desires the video equipment, the equipment, or the proceeds of the sale of the equipment, shall be donated to a public, educational, or governmental use or a charity as directed by NATA and in NATA's name;

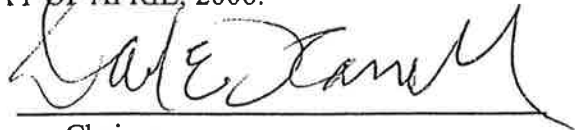
H. Charter shall provide to NATA a non-specified settlement grant of \$8,000.00 within thirty (30) days of the execution of an ordinance by the last NATA member effecting the terms of this Resolution, which sum shall be redistributed by NATA to its member communities in equal shares;

I. Charter shall pay for the legal fees incurred by NATA, up to the sum of \$7,000.00, within thirty (30) days of presentation of a written demand for same, but if said fees are less than \$7,000.00, the difference shall be added to the non-specified settlement grant provided in paragraph H hereof.

Section Four.

The Chairman and Secretary of the Board are hereby authorized and directed to sign and attest this Resolution and to distribute same to NATA's member cities, along with an appropriate ordinance for each such member for immediate consideration.

SO RESOLVED AND ADOPTED THIS 20th DAY OF APRIL, 2006.



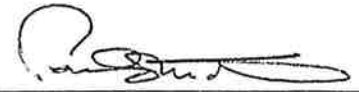
Chairman

ATTEST:


Secretary

APPROVED AS TO FORM AND CONTENT:

CURTIS, HEINZ, GARRETT & O'KEEFE, P.C.

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WHEREAS, as a member of NATA, the Municipality adopted an ordinance in 1996 granting a franchise to American Cablevision of St. Louis for the construction, maintenance, and operation of a cable television system (the "Franchise Ordinance"), and in 1998 the Municipality adopted a second ordinance amending the Franchise Ordinance and relating to the upgrade and rebuild of the Municipality's cable television system (the "Rebuild Ordinance"); and

WHEREAS, both the Franchise Ordinance and the Rebuild Ordinance contained provisions establishing certain public, education, and governmental ("PEG") access programming requirements to be provided by the franchised cable operator, which such requirements were attached to and incorporated by such ordinances as Addendum D; and

WHEREAS, through various mergers and acquisitions, Charter Communications Entertainment I, LLC d/b/a Charter Communications ("Charter") has succeeded American Cablevision of St. Louis as the Municipality's franchised cable operator and accordingly is subject to the same PEG access programming requirements established in Addendum D;

WHEREAS, Charter has requested that the members of NATA, and the Municipality in particular, agree to the amendment of Addendum D by permitting the relocation of the public access studio located at 9231 Florissant in Ferguson, Missouri and by the release of three channels now dedicated to governmental, senior citizen, and religious information and access; and

WHEREAS, NATA, after providing the public with adequate notice of the request, held a public hearing to determine whether the requests were reasonable under the circumstances and whether the requests would adversely affect the public interest or the future cable-related needs and interests of their member cities; and

WHEREAS, NATA has determined that, subject to the conditions provided herein, Charter's requests are reasonable under the circumstances presented and would not adversely affect the public interest or the future cable-related needs and interests of its member cities; and

WHEREAS, NATA accordingly has adopted a resolution, attached as Exhibit A, recommending the amendment of Addendum D's PEG requirements as provided and on the conditions included herein;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF UPLANDS PARK, MISSOURI, AS FOLLOWS:

Section One.

Addendum D to the Municipality's Franchise Ordinance and Rebuild Ordinance is hereby amended as follows:

A. Paragraph A of Addendum D is amended to permit Charter to consolidate three PEG channels (i.e., Channel 8, the community bulletin board/public access channel, Channel 95, senior citizen access, and Channel 99, religious access) into one PEG channel (i.e., Channel 18, regional access); and

B. Paragraph B of Addendum D is amended to permit Charter to close the public access studio located at 9231 Florissant Road.

Section Two.

The amendments of Section One of this Ordinance shall be conditioned and contingent on the following:

A. Charter shall maintain, for as long as its franchise remains in effect, a local origination studio at 3300 Sunswept Park Drive in Florissant, Missouri for the use of NATA's members and their constituents;

B. Charter shall maintain all other PEG channels required by the Franchise Ordinance and the Rebuild Ordinance and shall ensure that any programming, announcements, or similar requests for public, senior citizen, or religious access or services shall be granted as otherwise required by Addendum D, the Franchise Ordinance, and the Rebuild Ordinance;

C. Charter shall ensure that if the demand for public access reasonably exceeds Charter's ability to deliver such access as provided in paragraph B hereof, Charter shall restore additional PEG channels, not to exceed three (3), sufficient to meet that demand;

D. Charter shall maintain a business office at Springwood Plaza in Dellwood, Missouri, or such other location within the NATA communities as may be permitted in writing by the NATA Board of Directors, and shall continue to make available to subscribers the opportunity to pay their cable bills and transact business at that location;

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F. Charter shall provide to McCluer South-Berkeley High School a Cable in the Classroom connection as directed by the school;

G. The video equipment now located in the Florissant access studio shall be donated to those NATA communities desiring same, and in a manner directed by the NATA Board, and if no such community desires the video equipment, the equipment, or the proceeds of the sale of the equipment (at the option of the NATA Board), shall be donated by Charter to a public, educational, or governmental use or a charity as directed by NATA and in NATA's name;

H. Charter shall provide to NATA a non-specified settlement grant of \$8,000.00 within thirty (30) days of the execution of an ordinance by the last NATA member effecting the terms of this Resolution, which sum shall be redistributed by NATA to its member communities in equal shares; and

I. Charter shall pay for the legal fees incurred by NATA, up to the sum of \$7,000.00, within thirty (30) days of presentation of a written demand for same, but if said fees are less than \$7,000.00, the difference shall be added to the non-specified settlement grant provided in paragraph G hereof.

Section Three.

All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section Four.

This Ordinance shall be in full force and effect from and after its adoption and approval as may be required by law.

ADOPTED AND APPROVED THIS _____ DAY OF _____, 2006.

Chairman

ATTEST:

Village Clerk

APPROVED AS TO FORM AND CONTENT:

CURTIS, HEINZ, GARRETT & O'KEEFE, P.C.

BY: _____

Consulting Attorneys

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WHEREAS, Charter Communications ("Charter"), the cable television franchisee for the NATA communities, has requested certain amendments to the governing franchise agreements and has promised certain benefits to the NATA communities in consideration of those amendments, all as provided in the attached Exhibit A; and

WHEREAS, on April 20, 2006 the NATA Board of Directors has held a public hearing to consider whether the requests were reasonable under the circumstances and to determine whether the proposed amendments would adversely affect the public interest or the future cable-related needs and interests of their member cities; and

WHEREAS, NATA has determined that, subject to the conditions provided herein, Charter's requests are reasonable under the circumstances presented and would not adversely affect the public interest or the future cable-related needs and interests of its member cities; and

WHEREAS, the NATA Board of Directors believes that its members would be served by adoption of the Charter proposal and accordingly desires to recommend to its membership the adoption of the franchise amendments as proposed;

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Section Two.

After a public hearing duly held on April 20, 2006 the NATA Board of Directors finds and determines as follows:

A. That the access studio has not been used by any NATA member or subscriber for a period in excess of two to three years;

B. That there has been no significant public access use of the identified PEG channels in that same period of time; and

C. That the underutilized studio and access channels have not proven to be of significant benefit to the public, and other studio and channel alternatives exist to ensure that the public will continue to have access to public, educational, and governmental programming; and

D. That Charter is willing to grant certain benefits and promises to NATA's member communities in consideration for their release of the underutilized studio and access channel franchise requirements as provided herein; and

E. That NATA's members and their subscribers would not be adversely impacted by the closing of the access studio or the release of the three identified PEG channels and would benefit from the consideration to be granted by Charter as provided herein.

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The NATA Board of Directors accordingly recommends that its members amend their franchise agreements as provided in the form ordinance, attached as Exhibit B, provided the following conditions are met:

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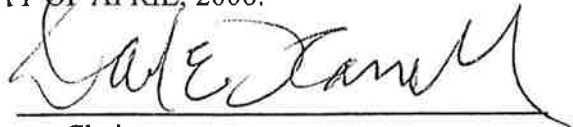
H. Charter shall provide to NATA a non-specified settlement grant of \$8,000.00 within thirty (30) days of the execution of an ordinance by the last NATA member effecting the terms of this Resolution, which sum shall be redistributed by NATA to its member communities in equal shares;

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Section Four.

The Chairman and Secretary of the Board are hereby authorized and directed to sign and attest this Resolution and to distribute same to NATA's member cities, along with an appropriate ordinance for each such member for immediate consideration.

SO RESOLVED AND ADOPTED THIS 20th DAY OF APRIL, 2006.



Chairman


ATTEST:



Secretary

APPROVED AS TO FORM AND CONTENT:

CURTIS, HEINZ, GARRETT & O'KEEFE, P.C.

BY: 

Consulting Attorneys