

CITY OF WESTWOOD HILLS, KANSAS

ORDINANCE NO. 198

AN ORDINANCE EXTENDING A FRANCHISE TO KANSAS CITY CABLE PARTNERS DOING BUSINESS AS TIME-WARNER CABLE FOR THE PURPOSE OF PROVIDING CABLE TELEVISION SERVICES, ALLOWING THE USE OF THE CITY RIGHTS-OF-WAY, PROVIDING FOR A FRANCHISE FEE AND AUTHORIZING A FRANCHISE AGREEMENT.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WESTWOOD HILLS, KANSAS

Section 1. The franchise of Kansas City Cable Partners doing business as Time-Warner Cable is hereby extended for fifteen (15) years thereby authorizing Time-Warner Cable to operate within the City of Westwood Hills, Kansas until July 1, 2018.


Section 2. In operating within the City, Time-Warner Cable is authorized to own, construct, operate and maintain a Cable Communications System in, on and under the public right-of-ways of the City.

Section 3. An annual franchise fee equal to 3% of the gross receipts derived from the services permitted by the franchise from consumers or recipients of such services located within the City is hereby levied by the City.

Section 4. The City shall enter into the franchise agreement presented to the governing body, which franchise agreement contains the details of the franchise granted by the City. The Mayor is hereby authorized to execute such franchise agreement on behalf of the City. A copy of the franchise agreement will be provided by the City Clerk upon request.

Section 5. This ordinance shall take effect after its passage, approval by the Mayor and publication as provided by law.

Passed by the Governing Body and Approved by the Mayor this 2nd day of June, 2003.



E. Allen Roth, Mayor



Shawna Samuel, City Clerk

FRANCHISE AGREEMENT

*Signed
agreement
will be
forwarded*

This Franchise Agreement is entered into between Kansas City Cable Partners, doing business as Time Warner Cable, and the City of Westwood Hills, Kansas effective June 15, 2003.

PART 1

GENERAL

Section 1. Intent.

Kansas City Cable Partners, doing business as Time Warner Cable, requested renewal of its cable communications franchise, and agreed to comply with all applicable ordinances, statutes, regulations, rules, and other laws for the construction, maintenance, and operation of a cable communications system. It is the intent of this Franchise Agreement to provide for and specify the means by which the City shall grant to Time Warner Cable, and by which Time Warner Cable will exercise, authority to continue providing cable communications service to the residents of the City of Westwood Hills, Kansas. Absent a specific written waiver in this agreement, or elsewhere, neither the City of Westwood Hills nor Time Warner Cable shall be required to forego any rights it may possess under the First Amendment or any other provision of the United States or Kansas Constitutions, or any statute, regulation, rule or decision of any federal, state or local agency or court having jurisdiction.

Section 2. Definitions.

For the purpose of this Franchise Agreement, the following terms, phrases, words and their derivations shall have the following meanings. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given the meaning as defined in the Act. Words not defined in the Act shall be given their common and ordinary meaning. When used in this Franchise Agreement, defined terms shall be capitalized.

2.01 "Act" means the Cable Communications Policy Act of 1984, Public Law Number 98-549, as amended by the Cable Television Consumer Protection and Competition Act of 1992, Public Law Number 102-385, and as further amended by the Telecommunications Act of 1996, Public Law 104-104. The term "Act" shall include future amendments to the Communications Act of 1934.

2.02 "Affiliate" means, when used in relation to Time Warner Cable, another Person who directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or common control with Time Warner Cable; and when used in relation to the City, any agency, board, authority, or political subdivision affiliated with the City or other Person in which the City has a legal or financial interest.

2.03 "Time Warner Cable" means Kansas City Cable Partners, a Colorado general partnership authorized to do business in the State of Kansas and doing business as Time Warner Cable, and its successors, assigns, and permitted transferees.

2.04 "Basic Service" means any service tier which includes the retransmission of local television broadcast signals, or such other definition as may be adopted by federal law.

2.05 "Cable Communications System" means a facility consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service which is provided to multiple Subscribers within the City, but

the term Cable Communications System does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves subscribers without using any public Rights-of-Way; (3) a facility or common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201-226, except that such facility shall be considered a Cable Communications System (other than for purposes of 47 U.S.C. §541) to the extent such facility is used in the transmission of video programming or other programming services directly to Subscribers; or (4) any facilities of any electric utility used solely for operating its electric utility system.

2.06 "Cable Service" means the transmission via closed transmission paths to Subscribers of video programming or other programming services, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

2.07 "Channel" means a frequency band which is capable of carrying a traditional television signal, a number of audio, digital and other non-video signals, or some combination of such signals.

2.08 "City" means the City of Westwood Hills, Kansas and all of the territory within its present and future boundaries.

2.09 "City Council" means the elected governing body of the City.

2.10 "Days" means calendar days, unless otherwise specified.

2.11 "Drop" means the cable that connects the demarcation point of a Subscriber's home wiring to the nearest feeder cable of the System.

2.12 "Franchise" means the rights and obligations extended by the City to a Person to own, construct, maintain and operate a Cable Communications System within the boundaries of the City.

2.13 "Franchise Agreement" means this agreement between the City and Time Warner Cable under which the City grants a Franchise to Time Warner Cable.

2.14 "Gross Receipts" means all amounts actually received by Time Warner Cable directly from the operation of the System to provide Cable Service, including but not limited to, Subscriber Basic Service fees, Tier Service and Premium Service fees. Gross Receipts shall not include: amounts received from any other business endeavor; studio rental; production equipment rental; penalties charged for late payment; sales taxes or the amount of money collected by Time Warner Cable attributable to the payment of Franchise fees; the revenue of any Person, including, without limitation, a supplier of programming to Time Warner Cable to the extent the revenue is also included in the Gross Receipts of Time Warner Cable; or revenue for any goods or services which are not provided over the System even if such goods and services are advertised or ordered using the System.

2.15 "Person" means any individual, corporation, partnership, proprietorship, organization, group or other entity.

2.16 "Premium Service" means any Cable Service delivered on a per-Channel or per-program basis.

2.17 "Resident" means any Person residing in the City.

2.18 "Residential Dwelling Unit" means each home, house, building, or other structure that normally accommodates the living quarters of one family, and each apartment, condominium, or co-operative unit that normally accommodates the living quarters of one family in any multiple-unit building or complex of multiple-unit buildings; provided, however, that if Time Warner

Cable has not obtained the permission or authority of the owner or association of owners to extend its facilities to individual apartments, condominiums, and cooperative units within the interior of a multiple-unit building or complex of multiple-unit buildings, then that multiple-unit building or complex of multiple-unit buildings shall be considered a single Residential Dwelling Unit.

2.19 "Right of Way" is any real property, easement, right-of-way, or other interest in real estate, including a Street, owned or controlled by the City or any other governmental unit.

2.20 "Street" means the surface of, and the space above and below, any public street, road, highway, freeway, lane, path, public way, alley, court, sidewalk, boulevard, parkway, drive, avenue, or bridge now or hereafter located in the City.

2.21 "Subscriber" means any Person who subscribes to a Cable Service provided by Time Warner Cable, by means of or in connection with the System, and pays a fee, unless the fee is lawfully waived.

2.22 "System" means the Cable Communications System operated by Time Warner Cable in the City.

2.23 "Tier Service" means any multichannel Cable Service tier other than Basic Service or Premium Service.

Section 3. Competition.

3.01 Franchise Non-Exclusive. Time Warner Cable's right to use and occupy the Streets and other Rights-of-Way shall not be exclusive. The City reserves the right to grant similar Franchises to the operators of other Cable Communications Systems.

3.02 Less Restrictive Terms.

A. Notice to the City. If the City permits another provider of multi-channel video service, including Cable Service, to use the Streets or other Rights-of-Way to provide such service upon terms and conditions which are less burdensome or more favorable to the other operator than the terms and conditions of this Franchise Agreement, or if any Person (including the City or an affiliate of the City) is using the Streets or Rights-of-Way to provide multi-channel video service, including Cable Service, without a Franchise, Time Warner Cable shall so notify the City.

B. Procedure. Upon notice from Time Warner Cable as set forth in subsection A above, the City shall have thirty (30) Days from the date the Violation Notice is given to inform Time Warner Cable in writing of the action the City will take to correct the disparity in terms and conditions (a "Correction Notice") and to begin corrective action, or to dispute that a disparity exists (a "Notice of Dispute"). If corrective action is undertaken, it shall be completed within thirty (30) Days of the date the notice of disparity is given, unless the City's Correction Notice shows that the corrective action cannot be completed within thirty (30) Days with the exercise of all due speed or diligence, in which case the City shall have a reasonable extension of time in which to complete the corrective action. Any notice of dispute shall specify the matter disputed by the City and shall stay the running of any performance or corrective deadlines pertaining to the matter in dispute, and stay any other action that Time Warner Cable may be permitted to take under this Franchise Agreement or applicable law.

3.03 Dispute Resolution. If the City has given a Notice of Dispute, Time Warner Cable shall consider the City's dispute within thirty (30) Days after receipt of the City's Notice of Dispute. Time Warner Cable shall provide written findings of fact and appropriate

conclusions. Consideration shall be given to the matters described in the City's notification of a dispute in an open session of the Governing Body of the City.

- 3.04 Time Warner Cable Options.** If after the Governing Body rules in favor of Time Warner Cable, the City shall have thirty (30) Days from the date of the mailing of the decision to remedy the violation or failure, unless corrective action cannot be completed within thirty (30) Days with the exercise of all due speed and diligence, in which case the City shall have a reasonable extension of time in which to complete corrective action. Alternatively, if the Governing Body rules in favor of the City, Time Warner Cable retains its right to seek review of the disputed matter under applicable law.

PART 2

CONTINUATION OF AUTHORITY TO TIME WARNER CABLE

Section 4. Franchise Term.

4.01 Continuation of Authority. This Franchise Agreement continues without interruption Time Warner Cable's authority to own, construct, operate and maintain a Cable Communications System in, on and under Streets and other Rights-of-Way. This authority commenced by the terms of an agreement. By the agreement, Time Warner Cable was authorized to operate within the City. This Franchise Agreement shall be effective from the effective date of this Franchise Agreement until the expiration of fifteen (15) years from the effective date of this Franchise Agreement. This Franchise Agreement shall expire on July 1, 2018.

4.02 Franchise Renewal. As provided in Federal Communications Commission rules and regulations, Time Warner Cable may pursue renewal of this Franchise Agreement under terms and conditions which may be lawfully ordained by the City Council and agreed to by Time Warner Cable. Such renewal shall be consistent with the provisions of the Act or any other prevailing federal or state laws, rules or regulations governing Franchise renewal.

Section 5. Acceptance.

5.01 Time Warner Cable's Acceptance. Acceptance of this Franchise Agreement shall be reflected by the execution of this Franchise Agreement by Time Warner Cable and the Franchise Agreement shall be effective upon execution by Time Warner Cable.

5.02 Time Warner Cable's Warranty. Time Warner Cable represents, warrants and guarantees that neither it, nor any of its representatives or agents, has committed any illegal act or engaged in any wrongful conduct contrary to, or in violation of, any federal, state or local law or regulation in connection with the passage of the ordinance which includes this Franchise Agreement. Time Warner Cable further warrants and represents as follows:

A. Lawful Acts of Time Warner Cable. That it is a partnership authorized to do business in the State of Kansas, and has full right and authority to enter into and fully perform the Franchise Agreement; that all partnership action required to authorize the acceptance of the Franchise Agreement and execution and delivery of all other documents to be executed or delivered by Time Warner Cable pursuant to the Franchise Agreement, and to authorize the performance by Time Warner Cable of all of its obligations under the Franchise Agreement, and all other documents to be executed or delivered by Time Warner Cable, have been validly and duly acted on and are in force and effect; and that the Franchise Agreement and all other documents executed or delivered by Time Warner Cable have been duly accepted and executed and the terms of each thereof are fully binding upon and enforceable against Time Warner Cable.

B. Ability to Perform. Time Warner Cable has the financial and technical capability to commence, complete, operate and maintain a Cable Communications System pursuant to the terms of this Franchise Agreement.

C. Covenant Against Contingent Fees. Time Warner Cable has neither employed nor retained any Person to solicit or secure the continuation of its Franchise upon an agreement or understanding for a commission, percentage, brokerage or contingent fee.

D. No Gratuities. Time Warner Cable has not offered, given, or agreed to give to any employee or official or former employee or official of the City, and has not solicited, demanded, accepted or agreed to accept from any other Person or business, a gratuity, offer of employment or anything of pecuniary value in connection with any decision, approval, disapproval, recommendation, or preparation of any part of this Franchise Agreement.

E. Contemporaneous Employment. Time Warner Cable warrants and agrees that no employee or official of the City who is participating directly or indirectly in the development of this Franchise Agreement is or will become, as a result of this contract, an employee of Time Warner Cable.

5.03 Recourse by Time Warner Cable. It is recognized that challenges by Time Warner Cable (which are not excluded or disallowed by the terms of this Franchise Agreement) to actions of the City are subject to applicable law.

5.04 Time Warner Cable Acknowledgments. To the extent provided in applicable law, the City shall not be liable to Time Warner Cable for any loss, cost, expense, or damage arising from any of the provisions or requirements of this Franchise Agreement, or because of the enforcement of them by the City, or for the failure of the City to have the authority to grant all, or any part, of the Franchise, but nothing shall limit Time Warner Cable's right to obtain injunctive relief or declaratory relief for those matters. Time Warner Cable expressly acknowledges that upon accepting this Franchise Agreement, it did so relying upon its independent and personal investigation and understanding of the power and authority of the City to grant and to continue the Franchise. By accepting this Franchise, Time Warner Cable acknowledges that it has not been induced to enter into this Franchise by any understanding or promise or other statement, whether verbal or written, by or on behalf of the City or by any other third Person concerning any term or condition of this Franchise Agreement not expressed in this Franchise Agreement. Finally, Time Warner Cable acknowledges by the acceptance of the Franchise that it has carefully read the provisions, terms and conditions of this Franchise Agreement and is willing to, and does accept, all of the risk attendant to the provisions, terms and conditions.

Section 6. Sale or Transfer of Franchise.

6.01 Restriction. The rights granted herein shall not be transferred or assigned by the Grantee without written notice to the City. Notwithstanding the foregoing, no notice shall be required for any transfer or assignment of the franchise to any entity controlling, controlled by or under the same common control as the Grantee.

PART 3

USE OF RIGHTS-OF-WAY FOR CABLE COMMUNICATIONS SYSTEM

Section 7. Grant of Authority and Use of Streets.

7.01 Authority. Time Warner Cable is authorized to continue the following activities:

A. Develop Cable Communications System. To establish, acquire, own, construct, operate and maintain a Cable Communications System within the City;

B. Provide Cable Services. To furnish, render and sell Cable Service in the City;

C. Use of Public Streets and Rights of Way. To use and occupy the Streets and other Rights-of-Way for its System.

7.02 Use of Public Rights-of-Way. In the use of the Rights-of-Way under this Franchise, Time Warner Cable shall be subject to all rules, regulations, policies, resolutions and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power. Nothing herein, however, shall limit the right of Time Warner Cable to challenge the applicability to Time Warner Cable of any subsequent laws, orders, rules and regulations adopted by the City to the extent they are inconsistent with or otherwise seek to amend or alter the terms of this Franchise.

7.03 City's Right Preeminent. The privilege to use or occupy the public Rights-of-Way granted to Time Warner Cable under this Franchise Agreement shall in all matters be subordinate to the City's right to use or occupy the public Rights-of-Way. Without limitation upon the rights which the City might otherwise have, the City does hereby expressly reserve the right to exercise its governmental powers, now or hereafter vested in or granted to the City.

A. Relocation for Public Improvements.

(1) Request of the City.

(a) Governmental Powers. Whenever because of public necessity or the welfare of the public generally, during the term of this Franchise Agreement or any extensions or renewals thereof, the City shall determine to change or alter the grade of any Street, or to sell or vacate any Street to construct or reconstruct any water line, sanitary and storm sewers, water courses, drainage ditches, conduits, playgrounds, recreation facilities, parks, traffic control systems or other public improvements, Time Warner Cable shall, within 45 Days notice by written request from the City, remove, relay and relocate its poles, wires, cables, conduits and other fixtures. If the City reimburses any utility, cable operator or other entity for relocating its facilities within the Streets or other Rights-of-Way, then the City shall be obligated to pay all of Time Warner Cable's reasonable costs for labor and materials to effect such work, which costs (or Time Warner Cable's reasonable estimation thereof) shall be paid by the City to Time Warner Cable following receipt of an invoice by the City from Time Warner Cable and within 60 days from completion of the work. If the City does not reimburse any utility, cable operator or other entity for relocating its facilities within the Streets or other Rights-of-Way, then such relocation shall be at Time Warner Cable's own expense.

(2) Actions as a Competitor. Notwithstanding the foregoing, if Time Warner Cable shall be required to move, relay or relocate any of its facilities in connection with the construction or preparation for construction of a Cable Communications System by the City or any Affiliate of the City (regardless of whether removal or relocation is required under the terms of this Franchise Agreement or under any applicable pole attachment agreement to which Time Warner Cable is a party), then the City shall be obligated to pay all of Time Warner Cable's reasonable costs for labor and materials to effect such work, which costs (or Time Warner Cable's reasonable estimation thereof) shall be paid by the City to Time Warner Cable prior to the date such work is to be commenced. Should the estimated costs be more than actual costs, Time Warner Cable shall refund to the City the difference.

7.04 Relocation at Request of Private Parties. Whenever Time Warner Cable is requested by a private party, including any utility not affiliated with the City, to remove, relay and relocate its poles, wires, cables, conduits and other fixtures, the requesting party shall provide thirty (45)

Days advance written notice. If such removal, relaying or relocation is required within a subdivision of the City where all utility facilities and those of other services, including those of Time Warner Cable, are present, the entities requesting those changes shall decide among themselves who is to bear the cost of removing and relocating Time Warner Cable's facilities. Time Warner Cable may require the payment of a reasonable predetermined cost for the requested removal and relocation prior to commencing work. Unless the City pays for the removal, relay or relocation of poles, wires, cables, conduits or other fixtures of other private parties, the City shall not be liable for Time Warner Cable's costs.

Section 8. Conditions of Street Occupancy.

8.01 General Construction Practices. All construction practices shall be in accordance with all applicable federal, state and local laws, rules and regulations. All installation of electronic equipment shall be of a permanent nature, durable and installed in accordance with the provisions of applicable codes.

8.02 General Operational Practices. The construction, operation and maintenance of Time Warner Cable's System shall be performed by experienced maintenance and construction personnel. Time Warner Cable's System shall be kept in a safe and suitable condition and in good order and repair, so as not to endanger or interfere with improvements the City may deem necessary, or to interfere in any manner with the rights of any property owner, or to unnecessarily hinder or obstruct pedestrian or vehicular traffic on Streets or other Rights-of-Way.

8.03 Authority to Trim Trees. Time Warner Cable shall have the authority to trim trees which are located upon and overhang the Streets and other Rights-of-Way so as to prevent the branches of trees from coming into contact with Time Warner Cable's properties. Except in cases of emergencies, Time Warner Cable shall provide notice to the City before trimming trees.

Section 9. Design and Construction Provisions.

9.01 Performance Guidelines. The following performance guidelines shall serve as the initial minimum guidelines for the design, installation and operation of the System:

The system shall operate with a minimum 750 MHz of bandwidth, capable of cable television services and services such as interactivity, compressed video, and other telecommunications. The design will provide the benefits of proven electronics while positioning the System for expansion of bandwidth and channel capacity as technology and future services develop.

A. FCC Technical Standards. Time Warner Cable shall operate its System in compliance with the technical standards of the FCC;

B. Continuous Operation. The System shall be capable of continuous 24 hour daily operation without severe material degradation of signal except during extremely inclement weather, and immediately following extraordinary storms which adversely affect utility services or which damage major System components;

C. Lack of Interference. The System shall be operated in such a manner as to avoid causing interference with the reception of off-the-air signals of a Subscriber.

9.02 Equipment for Hearing Impaired Persons. Time Warner Cable shall make available for reasonable charges the equipment which facilitates the reception of Cable Service by hearing impaired individuals, where such properly encoded programming exists.

9.03 Test Procedures. Consistent with recognized industry standards, Time Warner Cable's methods and schedules for testing the System on an ongoing basis shall be at least as stringent as those in other high-quality, reliable, modern Cable Communications Systems of similar design. When a Subscriber has complained to Time Warner Cable directly, or through the City, about the technical quality of the service received by the Subscriber, and that complaint remains

unresolved for 30 Days, the City may request the performance by Time Warner Cable, at Time Warner Cable's cost, of reasonable tests in addition to those tests performed by Time Warner Cable as part of its ongoing testing program, to measure the technical quality of the System in the area of the complaint. Should any tests requested by the City reveal that Time Warner Cable's System is in compliance with the FCC's technical standards, the City shall reimburse Time Warner Cable for the costs of such tests. Tests performed by Time Warner Cable in an effort to resolve the Subscriber complaint need not be duplicated by Time Warner Cable.

9.04 Provision of Cable Service in General. Time Warner Cable shall extend and make Cable Service available to each Residential Dwelling Unit located within 125 feet of the existing portion of the System. Time Warner Cable shall extend its System to make Cable Service available to any Residential Dwelling Unit located more than 125 feet from the System if the owner agrees to pay for the extension on a time and materials basis.

9.05 Line Extension Policy. In areas not included in the initial service area of this franchise agreement, Time Warner Cable will extend its system pursuant to the following requirements:

- A. Time Warner Cable will extend and make services available to every dwelling unit in any unserved area contiguous to the existing service area when a minimum occupancy density of thirty five (35) single-family residential units per cable mile is realized, as measured from the existing system.
- B. Time Warner Cable will extend and make service available to every dwelling unit in any unserved area not contiguous to the existing service area when a minimum occupancy density of thirty five (35) single-family residential dwelling units per cable mile is realized, as measured from the existing system.
- C. Any unserved area, which is either contiguous or not contiguous with the existing system, having an occupancy density of less than thirty five (35) single-family residential units per cable mile, as measured from the existing system, and not served by any other system, may receive service on a cost-sharing basis. Upon request of a majority of the residents, Time Warner Cable will:
 - 1) Prepare an engineering survey and cost analysis to determine the cost of system extension required to provide service to each single-family dwelling in the area from the closest point where available quality signal exists.
 - 2) Fifty percent (50%) of the total cost of extending the system to the area shall be charged to the residents requesting such expansion. This amount may be collected in advance of any construction work.
 - 3) Twenty-five percent (25%) of the cost shall be divided by the number of dwelling units in the area. The result shall be divided by the Company's current penetration rate and the resulting amount established as a monthly connection fee, in addition to any other connection, hook-up or service fees normally charged to subscribers in the area. This special charge shall remain in effect for a ten (10) year period, or until Time Warner Cable has recovered the twenty-five percent (25%) share plus interest at a rate not to exceed ten percent (10%) per year, whichever is shorter.
 - 4) The remaining twenty-five percent (25%) share of the costs of construction shall be borne by Time Warner Cable.
- A. In all cases, Time Warner Cable may enlist the aid of the City to determine density levels in unserved areas, the percent of residents committed to subscribe to the service once available, the boundaries between residential areas and/or any other assistance which may facilitate extension and provision of cable service.

- B. Any complex of multi-family residential units not serviced by Time Warner Cable shall be considered to be one (1) single-family residential unit for the purposes of determining density and for planning system extensions according to this section. City recognizes that Time Warner Cable may have to obtain private right-of-way agreements with property owners before service can be provided to such complexes.
- C. For the purposes of this Section, density per cable mile shall be computed by dividing the number of single-family residences in the area by the length, in miles or fractions thereof, of the total amount of aerial or underground cable necessary to make service available to the residences therein. The cable length shall be measured from the nearest point of access to the existing system, provided that such access is technically feasible, and located within public ways, easements and rights-of-way. The total cable length shall exclude the drop cable necessary to serve individual subscriber homes or premises.

9.06 Interconnection. Provided there is no decrease in the technical quality of service provided to Subscribers, the System may be interconnected with other Cable Communications Systems.

9.07 Proprietary Information/Confidentiality. The City shall maintain confidentiality of information provided to the City by Time Warner Cable when Time Warner Cable has designated such information as proprietary. The City shall provide Time Warner Cable with notice of any request by a third party for such information.

Section 10. Operation and Maintenance Provisions.

10.01 Customer Service Standards. Time Warner Cable shall furnish, render and sell Cable Service to its Subscribers in a manner which conforms to the FCC Customer Service Standards, as amended from time to time and so long as those standards exist.

10.02 Policies and Practices. Time Warner Cable shall have authority to promulgate, consistent with the terms of this Franchise Agreement, the Act, and any other applicable federal, state or local laws, rules, policies, prices and Subscriber practices as are reasonably necessary for its business including installation and disconnection policies, delinquent accounts collection procedures and late penalty charges.

10.03 Refunds to Subscribers. If any Subscriber to Cable Service terminates, for any reason, any monthly service prior to the end of a prepaid period, a prorated portion of any prepaid Subscriber service fee, using the number of Days within the billing period as a basis, shall be credited to the Subscriber's account by Time Warner Cable.

d. Telephone Access. Time Warner Cable shall establish and maintain at least one publicly listed telephone number whereby Subscribers may register service complaints, request service and conduct other business. Any telephone used to receive Subscriber complaints and requests for repairs shall be operated 24 hours a day, seven (7) days a week. Telephone equipment shall be available to permit Persons with hearing impairments to communicate with the operator.

10.05 Maintenance and Complaints.

- A. **Duty to Provide Efficient Service.** Time Warner Cable shall render efficient service, make repairs promptly and interrupt Cable Service only for good cause and for the shortest time possible.

- B. Complaints Received by the City.** If Subscribers and Residents direct complaints and inquiries regarding Time Warner Cable's service or performance to the City, the City will submit those complaints and inquiries to Time Warner Cable in a reasonable and prompt manner.

10.06 Emergency Services. Time Warner Cable shall comply with applicable Federal Communications Commission regulations pertaining to the Emergency Alert System.

PART 4

PROGRAMMING AND OTHER SERVICES

Section 11. Categories of Programming.

Time Warner Cable shall offer to Cable Service Subscribers a variety of programs generally available to Cable Communications Systems that is similar to programming provided to Time Warner Cable customers in the Kansas City metropolitan area, designed to reflect the interests of the Residents of the City. It is recognized that programming may be affected by Channel capacity, programming availability, interests of Subscribers, and other circumstances.

PART 5

FINANCIAL

Section 12. Regulation of Rates.

12.01 Discretion to Regulate Rates. The City reserves the right to exercise its authority under the Act, so long as that authority exists, to regulate the rates charged by Time Warner Cable for Basic Service and affiliated equipment.

12.02 FCC Submissions. Should the City regulate rates, it shall provide copies of its submissions to the FCC to Time Warner Cable at the time it submits the information to the FCC.

Section 13. Franchise Fee.

13.01 Payment to City.

A. Use of Streets/Cost of Regulation. In consideration of the rights, powers, and privileges, permission and authority granted by this Franchise Agreement, for the use of the City's Streets and other Rights-of-Way, Time Warner Cable shall pay to the City an amount equal to three percent (3%) of its Gross Receipts received from the operation of the System in the City. The gross receipts derived by Time Warner Cable from the provision of any additional service are not included in the Franchise fee calculation described above. Time Warner Cable shall pay Franchise fees to the City with respect to any provision of additional service on a non-discriminatory and competitively neutral basis vis a vis other providers of similar services.

B. Payments. Franchise fee payments shall be made once per year, or within 90 Days after the expiration of the fourth quarter of each year. Each payment shall be accompanied by a statement of Gross Receipts received for the four quarters in connection with the operation of the System in the City, and a report showing the computation of the fees.

- C. Acceptance of Payment Not Accord or Release.** No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of payment be construed as a release of any claim the City may have for further or additional sums payable under the provisions of this Franchise Agreement. All amounts paid by Time Warner Cable shall be subject to audit by the City, at the City's expense, in accordance with the terms of this Franchise Agreement.
- D. Early Termination of Franchise Agreement.** In the event the Franchise Agreement is terminated for any reason before its normal termination date, the franchise fee shall be prorated to reflect the time elapsed since the last payment was made to the City. Time Warner Cable shall pay to the City not later than 30 Days following termination of the Franchise the required percentage of Gross Receipts.

13.02 Audits. At the City's expense, the City may arrange for and conduct audits of the necessary financial records of Time Warner Cable for the purpose of verifying Franchise fees. The City shall notify Time Warner Cable at least seven Days prior to the date it will begin reviewing Time Warner Cable's records. At that time the City will, to the best of its ability, describe the records and documents it wants to review, and Time Warner Cable shall make such of its books and records as may be relevant to the determination of Gross Receipts and Franchise fees due available for inspection. However, Time Warner Cable shall not be required to make any portion of its books and records available if it reasonably believes making those books and records available would violate applicable law, including without limitation the privacy provisions contained in the Act. If the City or any Affiliate of the City shall construct or operate a Cable Communications System in the City, then any audits conducted pursuant to this section shall be conducted by an independent auditor who has agreed in advance only to verify Franchise fees and not to disclose any portion of Time Warner Cable's books and records or other proprietary information to the City. Time Warner Cable's records shall be reviewed during normal business hours at a convenient time and place made available by Time Warner Cable. Such records and any copies thereof shall remain on the premises of Time Warner Cable during the review. Nothing herein is intended to obligate the City to pay Time Warner Cable's costs in responding to the City's audit.

Section 14. Liability Insurance.

14.01 Insurance Required. Time Warner Cable shall maintain, throughout the term of this Franchise Agreement, liability insurance from a company qualified to do business in the State of Kansas insuring Time Warner Cable and the City against all damages described in Section 17 in the minimum amounts of

\$ 1,000,000 for property damage to any one Person;

\$ 1,000,000 for property damage in any one accident;

\$ 1,000,000 for personal bodily injury or death to any one person or individual;
and

\$ 1,000,000 for personal bodily injury or death in any one accident.

PART 6

VIOLATIONS AND REMEDIES

Section 15. Procedure for Correcting Franchise Violations.

15.01 **Notice of Violation.** Should the City determine that Time Warner Cable has violated one or more terms, conditions or provisions of this Franchise Agreement, a written notice shall be given to Time Warner Cable informing it of an alleged violation (a "Violation Notice"). Time Warner Cable shall have thirty (30) Days from the date the Violation Notice is given to inform the City in writing of the action Time Warner Cable will take to correct the violation (a "Correction Notice") and to begin corrective action, or to dispute that a violation has occurred (a "Notice of Dispute"). If corrective action is undertaken, it shall be completed within thirty (30) Days of the date the Violation Notice is given, unless Time Warner Cable's Correction Notice shows that the corrective action cannot be completed within thirty (30) Days with the exercise of all due speed or diligence, in which case Time Warner Cable shall have a reasonable extension of time in which to complete the corrective action. Any Notice of Dispute shall specify the matter disputed by Time Warner Cable and shall stay the running of any performance or corrective deadlines pertaining to the matter in dispute, and stay any other action the City may be permitted to take under this Franchise Agreement or applicable law.

15.02 **Dispute Resolution.** If Time Warner Cable has given a Notice of Dispute, the City shall consider Time Warner Cable's dispute within thirty (30) Days after receipt of Time Warner Cable's Notice of Dispute. The City shall provide written findings of fact and appropriate conclusions. Consideration shall be given to the matters described in Time Warner Cable's notification of a dispute in a public hearing.

15.03 **Time Warner Cable Options.** If after the hearing the disputed claim is upheld by the City, Time Warner Cable shall have thirty (30) Days from the date of the mailing of the decision to remedy the violation or failure, unless corrective action cannot be completed within thirty (30) Days with the exercise of all due speed and diligence, in which case Time Warner Cable shall have a reasonable extension of time in which to complete corrective action. Alternatively, Time Warner Cable retains its right to seek review of the disputed matter under applicable law. The submission of a matter to mediation or to a court of competent jurisdiction shall stay the running of the above-described correction period.

Section 16. Revocation and Removal.

16.01 **Revocation for Cause.** In addition to all other rights, powers and remedies available to the City, the City shall have the additional, separate and distinct right to revoke this Franchise and all title, rights, authority, power, privileges and permissions granted Time Warner Cable authorized by this Franchise Agreement, as a result of and in response to, any of the following events or reasons:

- A. **Fiscal Defects.** Time Warner Cable becomes fiscally unable or unwilling to pay its debts.
- B. **Bankruptcy.** Time Warner Cable is adjudged to be bankrupt. However, should the City be prohibited from revoking the Franchise due to Time Warner Cable's bankruptcy, Time Warner Cable agrees, as a means of assuring future payments of the Franchise fee and assuring future compliance with all other requirements of this Franchise Agreement, to provide to the City within thirty (30) Days of an order of a court of competent jurisdiction adjudging Time Warner Cable to be bankrupt, and entitled to the protection of state or federal bankruptcy laws, a bond in the amount of the Franchise fees paid by Time Warner Cable to the City the previous year; or

- C. **Fraud.** Time Warner Cable commits an act of fraud, as determined by a court of competent jurisdiction, against the City in obtaining the Franchise, or upon being granted the continuation of the Franchise commits such an act against the City; or
- D. **Failure to Correct Defect.** Time Warner Cable substantially fails to cure or correct a material violation of this Franchise Agreement within the time period required following (1) receipt of a Violation Notice, absent Time Warner Cable's delivery of a Notice of Dispute to the City under Section 15.01; (2) the mailing of a final decision by the City on a disputed matter as provided for in Section 15.02, absent Time Warner Cable's pursuit of further remedies as provided for in Section 15.03; or (3) a final decision of a court of competent jurisdiction reviewing the disputed matter.

16.02 Revocation by Ordinance. Revocation of the Franchise shall be accomplished by passage of an ordinance. An ordinance revoking the Franchise shall include the reason for the City Council to justify revocation. The effective date of the revocation shall be stated in the ordinance. The Franchise Agreement shall terminate on the effective date of the revocation. An ordinance revoking the Franchise or a decision upholding a disputed claim shall not be passed without thirty (30) Days written notice to Time Warner Cable that an ordinance to revoke the Franchise will be considered by the City Council. Time Warner Cable shall retain the privilege to be heard by the City Council or any City Council committee regarding the proposed revocation ordinance. Time Warner Cable shall not be declared in default or be subject to any sanction under any provision of this Franchise Agreement in any case subject to the provisions in Section 18.05 - Delays and Failures Beyond Control of Time Warner Cable or the City, or in any case in which Time Warner Cable is lawfully prevented from exercising control. Time Warner Cable may request a review of the revocation findings and conclusions. Time Warner Cable shall retain any other remedy which may be available to it under law.

Section 17. Indemnification and Damages.

17.01 Indemnification of City Officials. Time Warner Cable shall, at its sole expense, fully indemnify, defend and hold harmless the City, the members of the City Council, including the Mayor, and all other officials, employees and agents, boards or commissions of the City, when acting in their capacity as municipal officials, employees or agents, boards or commissions, from and against any and all claims, suits, and actions, liability and judgment for damages or otherwise:

- A. **Damage to Person or Property.** For actual or alleged injury or death to individuals, or damage to property, including loss of use of property, whether or not the property is physically damaged or destroyed, in any way arising out of or through, or alleged to arise out of or through, any act or omission of Time Warner Cable or its officers, agents, employees, or contractors;
- B. **Violation of Rights or Interests.** Arising out of or alleged to arise out of any claim for damages, with respect to Time Warner Cable's operation of a System, including invasion of the right of privacy, defamation of any Person, or the violation or infringement of any copyright, trademark, trade name, service mark or patent, or any other right of any Person; or
- C. **Statutory Violations.** Arising out of or alleged to arise out of Time Warner Cable's failure to comply with the provisions of any statute, regulation or ordinance of the United States, State of Kansas, the City, or any local agency, applicable to Time Warner Cable in its business.

17.02 Defense of Actions. Nothing in this Franchise Agreement shall be deemed to prevent the parties indemnified and held harmless from participating in the defense of any litigation by their own counsel at their sole expense. That participation shall not under

any circumstances relieve the indemnifying party from its duty defending against liability or paying any judgment entered against that party.

17.03 **Limitation on Damages.** Should Time Warner Cable indemnify, defend, and hold harmless the City as provided for in this Franchise Agreement, then Time Warner Cable's liability and obligations shall be limited to the actual amount of any damages as finally agreed upon by Time Warner Cable and the City, or determined by a court of competent jurisdiction, with reasonable expenses actually incurred in connection with any action, suit or proceeding arising out of the construction, maintenance or operation of Time Warner Cable's Cable Communications System to which the City has been made a party. The City may not increase, modify, or alter in any way Time Warner Cable's liability provided Time Warner Cable has indemnified, defended, and held the City harmless in any of these proceedings.

17.04 **Interest Charge.** Should payments be due and owing the City pursuant to this section, Time Warner Cable shall pay an interest charge, computed from the date payments became due and owing the City, at the annual rate equal to the commercial prime interest rate in effect upon the due date plus two percentage points. The prime rate will be determined by the Bank of New York, or its successor, on the effective date on which interest becomes due.

17.05 **City's Negligent or Willful Misconduct.** Notwithstanding anything to the contrary contained in this section, Time Warner Cable shall not be required to provide indemnification in relation to any matter in which the City, or any of its officials, employees or agents, boards or commissions was negligent in the performance of its obligations under this Franchise Agreement, or has engaged in willful misconduct or criminal acts; provided, however, that Time Warner Cable shall provide a defense even though, in good faith, it believes at the commencement of any action, that the City or any of its officials, employees or agents, boards or commissions, may have engaged in the above-described conduct. If Time Warner Cable has provided indemnification in those circumstances, then Time Warner Cable shall be reimbursed by the City for all amounts paid and expenses incurred by Time Warner Cable in connection with that action, suit or proceeding, including reasonable attorneys fees.

PART 7

MISCELLANEOUS

Section 18. **Miscellaneous Provisions.**

18.01 **Time is of the Essence.** Whenever this Franchise Agreement sets forth any time for any action to be performed by, or on behalf of, Time Warner Cable, that time shall be deemed of the essence.

18.02 **Federal, State and City Jurisdiction.** This Franchise Agreement shall be construed in a manner consistent with all applicable federal, state and local laws. Time Warner Cable's rights are subject to the police powers of the City to adopt and enforce ordinances of general applicability necessary to the health, safety and welfare of the public. Time Warner Cable shall comply with all applicable general laws and ordinances enacted by the City pursuant to that power not inconsistent with the terms of this Franchise.

18.03 **Subsequent Action by State or Federal Bodies.**

A. Complete Agreement. It is the intent of the City and Time Warner Cable that the terms, conditions and obligations set forth in this Franchise Agreement shall govern their relationship for the full term of the Franchise Agreement. In the event that

any court, agency commission, or other authority of competent jurisdiction (1) declares this Franchise Agreement invalid, in whole or in part, or (2) requires Time Warner Cable either to: (a) perform any act which is inconsistent with any provision of this Franchise Agreement, or (b) cease performing any act required by any provision of this Franchise Agreement, then Time Warner Cable shall not be required to comply with any term declared invalid and shall comply with any requirements of the court.

B. Clarification of Law. Notwithstanding any other provision of this Franchise Agreement, the City and Time Warner Cable agree that either party may seek a ruling as to the applicability to the terms of this Franchise Agreement of any court determination, federal or state law or regulation.

18.04 Rights Reserved to the City. In addition to any rights specifically reserved to the City by this Franchise Agreement, the City reserves to itself every right and power available to it under the constitutions of the United States and the State of Kansas, and any other right or power, including, but not limited to all police powers and authority to regulate and legislate to protect and promote the public health, safety, welfare and morals. Nothing in this Franchise Agreement shall limit or govern the right of the City to exercise its municipal authority to the fullest extent allowed by law to the extent not inconsistent with the terms of this Franchise. Time Warner Cable further agrees to conduct its activities in accordance with all municipal ordinances, as amended from time to time to the extent not inconsistent with the terms of this Franchise.

18.05 Delays and Failures Beyond Control of Time Warner Cable or the City. Notwithstanding any other provisions of this Franchise Agreement, no party to this Franchise Agreement shall be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Franchise Agreement due to strike, unavailability of materials or equipment, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, civil disturbance, sabotage or vandalism, Subscriber tampering or interference, act of public enemy, accident, fire, flood or other events, where that party has exercised all due care in the prevention thereof to the extent that those causes or other events are beyond its control. In the event that any delay in performance or failure to perform affects only part of a party's capacity to perform, it shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct the cause(s). Time Warner Cable and the City agree that in correcting the cause(s), they shall take all reasonable steps to do so in as expeditious a manner as possible.

18.06 Severability. If any provision of this Franchise Agreement is held by a court or by any federal or state agency to be invalid as conflicting with any federal or state law, rule or regulation now or hereafter in effect, or is held by the court or agency to be modified in any way in order to conform to the requirements of any law, rule or regulation, the conflicting provision shall be considered to be a separate, distinct and independent part of this Franchise Agreement, and that holding shall not affect the validity and enforceability of any other provision of this Franchise Agreement.

18.07 Written Notice. All notices, reports or demands required to be given in writing under this Franchise Agreement shall be deemed to be given when delivered personally to Time Warner Cable or to the City or when 48 hours have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to which notice is being given. The addresses may be changed by either party upon notice to the other party given as provided in this section. At the time of this continuation of Time Warner Cable's Franchise by the City Council, the addresses of the parties are as follows:

Time Warner Cable:

Kansas City Cable Partners
DBA Time Warner Cable of
Kansas City
6550 Winchester Avenue
Kansas City, MO 64133
ATTN: Chief Executive Officer

City of Westwood Hills:

City of Westwood Hills, Kansas
5008 State Line Road
Westwood Hills, Kansas
ATTN: Mayor

18.08 Titles. Titles to sections and subsections of this Franchise Agreement are provided for ease of locating information within the Franchise Agreement. A title shall not be deemed to change or alter the meaning of any section or subsection. The language of each section and subsection shall control its interpretation.

18.09 Conflicting Provisions. Specific provisions of this Franchise Agreement in conflict with any ordinance, or part of any ordinance, of a general nature, shall apply.

18.10 Effect on Previous Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this ordinance, and more particularly the previous agreement, is hereby repealed and Time Warner Cable and the City hereby mutually release one another from any and all claims under such ordinance.

18.11 Modification. Except as otherwise provided in this Franchise Agreement, or by applicable law, no provision of this Franchise Agreement, including any appendix, shall be amended or otherwise modified, in whole or in part, except by an instrument in writing duly executed by the City and Time Warner Cable.

IN WITNESS WHEREOF, Ordinance Number 198 authorizing the grant of the Franchise to Time Warner Cable was adopted by the governing body of the City of Westwood Hills, Kansas on June 2, 2003, and this Franchise Agreement has been executed as of the 15th day of June, 2003.

THE CITY OF WESTWOOD HILLS, KANSAS

By: _____
E. Allen Roth, Mayor

ATTEST:

Shawna Samuel, City Clerk

KANSAS CITY CABLE PARTNERS
a General Partnership
BY: Time Warner Entertainment Co.,
L.P., a General Partner
Through its Kansas City Division

By: _____
Robert V. Moel
Division President

The Legal Record

213 E. Santa Fe, Suite 2
Olathe, KS 66061
(913) 780-5790

ORD198

Publication Fees: \$13.07

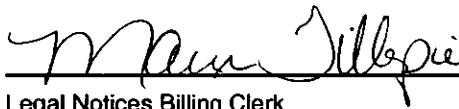
CITY OF WESTWOOD HILLS
ATTN: SHAWNA SAMUEL
2004 W 50TH
WESTWOOD HILLS, KS 66205

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Maureen Gillespie, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Billing Clerk of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than one year prior to the first publication of the notice attached, and has been entered at the post office as Periodicals Class mail matter. That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any)

for 1 consecutive week(s), as follows:

ORDINANCE NO. 198--8/19/03



Legal Notices Billing Clerk

Subscribed and sworn to before me on this date:

AUGUST 20, 2003



Notary Public

PENNY KNIGHT
Notary Public - State of Kansas

My appointment expires: January 31, 2005.

\$13.07



ORDINANCE NO. 198

First published in The Legal Record, Tuesday, August 19, 2003.

**CITY OF WESTWOOD HILLS, KANSAS
ORDINANCE NO. 198**

AN ORDINANCE AMENDING CHAPTER 10 OF THE WESTWOOD HILLS MUNICIPAL CODE BY AMENDING SECTION 10-101 TO INCORPORATE BY REFERENCE THE UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES, EDITION OF 2003 AND REPEALING SECTION 1 OF ORDINANCE NUMBERED 193.

WHEREAS, the Governing Body of Westwood Hills, Kansas has determined that it is advisable to amend Section 101 of Chapter X of the Municipal Code of the City to adopt the most recent edition of the Uniform Public Offense Code for Kansas Cities prepared and published by The League of Kansas Municipalities.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WESTWOOD HILLS, KANSAS, as follows:

Section 1. Section 10-101 of Chapter X of the Code of the City of Westwood Hills is hereby amended to read as follows:

10-101. INCORPORATING UNIFORM PUBLIC OFFENSE CODE. There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Westwood Hills, Kansas, that certain code known as the "Uniform Public Offense Code," Edition of 2003, prepared and published in book form by the League of Kansas Municipalities, save and except such articles, sections, parts, or portions as are hereafter omitted, deleted, modified, or changed, such incorporation being authorized by K.S.A. 12-3009 through 12-3012, inclusive, as amended. No fewer than three copies of said standard traffic ordinance shall be marked or stamped "Official Copy as Incorporated by the Code of the City of Westwood Hills, Kansas", with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this section, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours."

Section 2. REPEAL AND SAVINGS CLAUSE. Section 1. of Ordinance 193 and all other ordinances inconsistent herewith are repealed; however, the repeal of said ordinances does not effect any right which has accrued; any duty imposed, any penalty incurred, nor any proceeding commenced, under or by virtue of the ordinance repealed. The provisions of any ordinance, so far as they are the same as those of any prior ordinance, shall be construed as a continuation of such provisions, and not as a new enactment.

Section 3. This Ordinance shall be effective upon its passage, approval by the Mayor and publication once in the official city newspaper.

PASSED by the Governing Body, and APPROVED by the Mayor this 4th day of August, 2003.

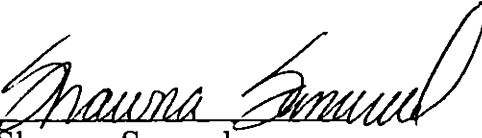
/s/ E. Allen Roth
E. Allen Roth, Mayor

Attest:

/s/ Shawna Samuel
Shawna Samuel, City Clerk

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance # 198 ; that said ordinance was passed on the 2nd day of June , 2003 ; that the record of the final vote on its passage is found in the minutes of the above mentioned date; that it was published in the Legal Record on the 18th day of August , 2003 .


Shawna Samuel
City Clerk

SEAL

The Legal Record

213 E. Santa Fe, Suite 2
Olathe, KS 66061
(913) 780-5790

00137929

Publication Fees: \$4.08

CITY OF WESTWOOD HILLS
ATTN: SHAWNA SAMUEL
2004 W 50TH
WESTWOOD HILLS, KS 66205

NOTICE OF PUBLIC HEARING

First published in The Legal Record, Tuesday, May 20, 2003

WESTWOOD HILLS, KANSAS NOTICE OF PUBLIC HEARING

The City Council of Westwood Hills, Kansas will hold a public hearing on Monday, June 2, 2003 at 7:00 o'clock p.m. at the City Hall building at 50th Terrace and State Line Road for the purpose of considering the adoption of a franchise ordinance and entering into a franchise agreement with Kansas City Cable Partners, doing business as Time Warner Cable, for the continuation of cable communication services to the residents of the City of Westwood Hills. This notice is given pursuant to K.S.A. 17-2-2007.

Shawna Samuel

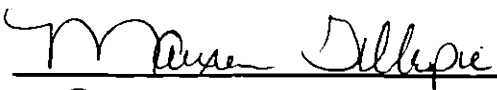
City Clerk

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Maureen Gillespie, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Billing Clerk of The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than one year prior to the first publication of the notice attached, and has been entered at the post office as Periodicals Class mail matter. That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any)

for 1 consecutive week(s), as follows:


NOTICE OF PUBLIC HEARING: TIME WARNER
CABLE--5/20/03



Legal Notices Billing Clerk

Subscribed and sworn to before me on this date:

MAY 21, 2003



Notary Public

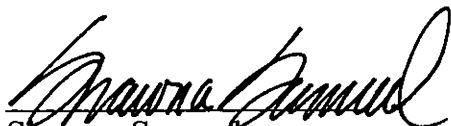
PENNY KNIGHT
Notary Public - State of Kansas

My appointment expires: January 31, 2005.

\$4.08

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance # ~~0408~~ * ; that said ordinance was passed on the 2nd day of June, 2003; that the record of the final vote on its passage is found in the minutes of the above mentioned date; that it was published in the Legal Record on the 20th day of May, 2003.



Shawna Samuel
City Clerk

SEAL



* Public Hearing