

ORDINANCE NO. 136

AN ORDINANCE GRANTING TO NORTHLAND CABLE PROPERTIES-I
A FRANCHISE FOR THE USE OF STREETS, ALLEYS AND PUBLIC EASEMENTS
WITHIN THE CITY OF LAKESIDE, OREGON, FOR THE OPERATION OF A CABLE
TELEVISION SYSTEM FOR A 15 - YEAR PERIOD ENDING DECEMBER 31,
2004.

THE CITY OF LAKESIDE, OREGON ORDAINS AS FOLLOWS:

1. FRANCHISE: The City of Lakeside, Oregon (herein
called the "City"), hereby grants to Northland Cable Properties-
I, an Oregon limited partnership (herein called the "Grantee"),
the right, authority, privilege and franchise to erect, con-
struct, operate and maintain in, under, upon and over the present
and future streets, alleys, and other public easements of the
City, poles, wires, cables, underground conduits and all other
necessary and convenient appurtenances, fixtures and equipment
for the purposes of supplying television, radio and other cable
communications services to the City and its inhabitants and to
others beyond the City's corporate limits.

2. TERM: This franchise shall become effective thirty
days after its enactment if the Grantee shall, within said thirty
day period, file with the City Recorder its unconditional written
acceptance of all provisions contained in this franchise, but if
the Grantee shall fail to file such unconditional written accept-
ance within said thirty day period, then this ordinance shall be

of no further force or effect. If accepted by the Grantee as provided herein, the rights and privileges herein granted shall terminate at the end of the 31st day of December, 2004.

At least six months prior to the expiration of said term, Grantee may apply to the City for a new franchise and the City shall, thereupon, consider granting such franchise so long as there has been substantial compliance with the terms hereof by Grantee. Any new franchise shall be granted in compliance with federal and other applicable regulations then in existence.

3. REGULATION AND USE OF PUBLIC EASEMENTS: The relocation, installation, maintenance and improvement of poles, fixtures, cables and underground conduits, and the making of excavations and openings in public easements, shall be subject to the laws and regulations of the City as they exist or may hereafter be reasonably enacted or amended. All such poles, fixtures, cables and conduits shall be so installed as to interfere as little as possible with traffic and other public uses, and shall be maintained by the Grantee in a safe condition and in accordance with good engineering practices.

4. FRANCHISE FEE: In consideration of the rights, authority, privileges and franchise hereby granted, the Grantee, its successors and assigns, shall pay to the City, from and after the date of the passage of this franchise, and until its expiration or termination, an amount equal to three percent (3%) of the gross revenues of the Grantee obtained from the sale of basic,

tier and premium channel services to subscribers located within the city limits of the City. Gross revenues shall include installation fees but shall not include revenue from the sale of advertising, the leasing of channel capacity, or any taxes collected on behalf of any person. In consideration of the payment required hereby, the City shall not during the term of this franchise, require the Grantee to make any further payment to the City for any license, privilege or occupation tax or fee.

The franchisee fee required by this section shall be payable annually and shall be due on the 15th day of each March during each year this franchise is in effect.

5. CITY USE OF POLES AND CONDUITS: The City shall be permitted, without charge therefore, to attach its fire alarm, police signal wires and other wires used for municipal purposes to any poles owned by the Grantee in the City or to place and maintain such wires in underground conduits of the Grantee. All such wires shall be placed so they will not interfere with the cable television service of the Grantee and shall comply with safety practices and shall be installed at the City's own risk and expense.

6. INDEMNITY AND INSURANCE: The Grantee shall indemnify and hold the City, its officers, agents and employees, harmless from all expense, damage or liability arising from any negligent act or omission or condition negligently created by the Grantee in the conduct of its operations under this franchise. The

Grantee shall maintain public liability insurance in amounts of not less than \$1,000,000.00 for any one occurrence and such policy shall name the City as an additional insured.

7. COMPLAINT PROCEDURES: Procedures for the investigation and resolution of all complaints regarding the quality of service, equipment malfunctions, billing practices, procedures and problems and other similar matters shall be as follows:

(7.1) The Grantee shall maintain a local business office which shall be located within the corporate limits of the City of Reedsport, Oregon. The Grantee shall also maintain a listed telephone by which complaints, requests for repairs or adjustments may be made at any time, and such telephone service shall be toll free to the subscribers within the City, or in lieu thereof Grantee shall publish in the telephone book the fact that subscribers may telephone collect to Grantee.

(7.2) Any subscriber having a complaint may contact the business office of the Grantee by telephone or in person and the Grantee shall cause the complaint to be written up on a report form which shall contain the date, time, name, address and description of the complaint. Records of subscriber complaints shall be maintained for a period of at least three years.

(7.3) After receiving a complaint the Grantee shall reasonably proceed without delay to attempt the resolution of the Complaint by supplying information, repairs or other adjustments which are reasonably called for by the complaint.

(7.4) In the event that a person making a complaint is not satisfied with the explanation or service provided by the person assigned to handle such complaint, then the Grantee shall provide the complaining party with the opportunity to discuss the problem with a person in a managerial or supervisory position who will have the duty to expedite the handling of such problem.

(7.5) If a subscriber is unable to resolve the complaint or problem with the Grantee after following the foregoing procedure, such subscriber may then notify the City or such officer or employee of the City as may be designated by the City Council and the City will then attempt to investigate and resolve such complaint or problem or to take such other action as may be appropriate.

(7.6) The Grantee shall have the obligation of publishing and advertising the procedures for resolving complaints provided for in this franchise at least annually in a manner likely to come to the attention of the Grantee's subscribers. Grantee shall publish this information on its character generator for a period of one week each year.

8. QUALITY OF SERVICE:

(8.1) Grantee shall provide continuous and efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest possible time. Such interruptions, insofar as possible, shall be preceded by notice and shall occur

during periods of minimum use of the system. To minimize power outages, Grantee shall install emergency generators for amplifiers, if possible.

(8.2) The Grantee shall provide its subscribers with not less than the minimum visual signal level and other signal quality requirements as may be established by the Federal Communications Commission ("FCC"); and at least once each year during the term of this franchise, the Grantee shall conduct tests of the performance of Grantee's system to determine whether such system is delivering to subscribers the minimum visual signal levels and other signal quality requirements established by the FCC, and upon written request of the City, the Grantee shall provide the City with a copy of the test results as soon as they are available. The City reserves the right to conduct its own tests of Grantee's facilities, and for such purpose, the City or its designated representatives, shall have the right of access to such facilities for reasonable periods and at reasonable times.

9. PUBLIC SERVICE INSTALLATION: Grantee shall, without charge for either installation or service, provide a single installation of its cable communications system for each public and educational building within the City if requested by the public body or educational institution, and if Grantee's cable is adjacent hereto. Such installations shall be made at reasonable locations designated by the respective units of government or

educational institutions and any charge for the relocation of such installations or any additional installations to the same building may be made at cost to the Grantee plus ten percent.

10. ASSIGNMENT, TRANSFER, OR CHANGE OF CONTROL: The franchise hereby granted shall not be assigned or transferred without the consent of the City evidenced by Ordinance duly passed and approved; provided, however, the Grantee may, from time to time, assign, mortgage or pledge this franchise and the assets of the cable system for security purposes without the City's consent. Any consent of the City required hereunder shall not be unreasonably withheld, but reasonable conditions may be imposed on the assignment to protect the subscribing public. This section shall not be construed as to prohibit the Grantee from effecting such reorganization as may be necessary for the procuring of capital to meet increased demands due to the growth of this City, or increased business of the Grantee in the City, or elsewhere, or assignment or transfer to any corporation formed by Grantee or a parent company. If there shall be any intra-corporate assignments or transfers, the City shall be immediately notified in writing of the nature of the transfer and identity of the transferee. Violation of this section shall terminate the rights, privileges and franchise granted by this Ordinance.

11. TERMINATION OF FRANCHISE: This franchise may be terminated by the City prior to its expiration as follows:

(11.1) The City may terminate this franchise in the event that a violation or a failure to comply with the material terms of this franchise shall continue and persist thirty days after the City has mailed or delivered a written notice to the Grantee describing such violation in sufficient detail for Grantee to take appropriate action to cure same. For purposes of the provision, a violation shall not include a condition which is not the fault of the Grantee, or one arising out of Grantee's excusable neglect or any other conditions so long as Grantee uses its reasonable efforts to correct any such conditions.

(11.2) Termination and cancellation of this franchise, shall become effective under the provisions of a resolution of the City Council adopted after holding a public hearing upon not less than thirty days' written notice mailed or delivered to the Grantee and published in a newspaper of general circulation in the City. The Grantee shall be given a full opportunity to present evidence and be heard at such hearing and the Grantee shall be afforded due process therein.

12. FEDERAL COMMUNICATION COMMISSION MODIFICATIONS: Any modifications of the provisions of the applicable rules of the Federal Communication Commission shall be incorporated into this grant within one year of the adoption of the modification, or at the time of renewal of the grant, whichever occurs first.

WHEREFORE, the Grantee's legal, character, financial, technical and other qualifications, and the adequacy and feasibility of its construction arrangements, having been approved by the City Council as part of a full public proceeding affording due process, this ordinance is passed by the City of Lakeside and approved by the Mayor, this 16 day of March, 1989.

APPROVED:

Pat Bernier
MAYOR

ATTEST:

Patricia McNally
CITY RECORDER

The franchise granted hereby has been accepted by the Grantee pursuant to and in satisfaction of the requirements of Section 2 of this Ordinance this 4th day of APRIL, 1989.

NORTHLAND CABLE PROPERTIES-I
By Northland Communications Corporation,
General Partner

By [Signature]
Its PRESIDENT

:6344