

ORDINANCE NO. 47

AN ORDINANCE GRANTING TO CABLE TV CORPORATION, A FRANCHISE FOR THE USE OF STREETS, ALLEYS AND PUBLIC EASEMENTS WITHIN THE CITY OF LAKESIDE FOR THE OPERATION OF A CABLE TELEVISION COMMUNICATIONS SYSTEM FOR A PERIOD ENDING DECEMBER 31, 1989.

THE CITY OF LAKESIDE ORDAINS AS FOLLOWS:

FRANCHISE: The City of Lakeside, herein called City, grants to Cable TV Corporation, herein called Grantee, the right, privilege and franchise to erect, construct, 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 habitants and to others beyond the City's corporate limits.

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 acceptance 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, 1989.

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.

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 practice.

FRANCHISE FEE: In consideration of the rights, privileges and franchise hereby granted, said Grantee, its successors and assigns shall pay to the City of Lakeside, from and after the date of the passage of this franchise, and until the expiration or termination, three percent (3%) per annum of the gross local service rates and toll receipts including standard hookups, Home Box Office, and any other revenue for service within the franchise area, derived from the operation of said television signal distribution and antennae system. Payment of said three percent (3%) shall be made on or before the 16th day of each and every month for the month preceding. No expenditures, however, of any kind shall be deducted from the gross receipt income in determining gross receipts. The City of Lakeside will 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.

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 the poles of the Grantee in the City or to place and maintain such wires in underground conduits of the Grantee. All such wires shall be so placed that they will not interfere with the cable television service of the Grantee and they shall comply with safety practices and shall be installed at the City's own risk and expense.

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 naming the City as coinsured in amounts of not less than \$1,000,000.00 for any one occurrence.

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:

1) 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 subscriber within the city, or in lieu thereof Grantee shall publish in the telephone book the fact that subscribers may telephonically collect to Grantee.

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 from 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.

3) After receiving a complaint the Grantee shall 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.

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.

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 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.

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 Channel 10 weather scan for a period of one week each year.

RATES: Rates charged by the Grantee to subscribers are hereby established, and shall be determined and regulated as follows:

1) A schedule of subscriber rates and charges for regular installations and regular subscriber services provided by the Grantee are attached to this ordinance and incorporated herein by reference; an such rates and charges are hereby designated as the initial rates which the Grantee shall charge subscribers within the City for regular installation of equipment and regular subscriber services:

2) No change in regular rates to subscribers shall be made or charged except as authorize by the City under the terms and provisions of this ordinance.

3) Before a determination is made concerning any proposal to change the rates, a public hearing shall be called and held within forty-five days after submission of the proposal; provided, however, that not less than thirty days notice is given of the time and place of such hearing by publication in one or more newspapers of general circulation within the City. The City may elect to have such hearings held before the City Council, a hearings officer or hearings committee designated by the Council. The Council may delegate to a hearings officer or committee any of the powers and functions conferred in this ordinance for the investigation and determination of rates.

4) The City Council, hearings officer or hearing committee shall have the right during such hearings procedure to receive from the grantee reasonable financial information (such as financial statements) directly relating to its regular cable business in the Reedsport, Lakeside area which has reasonable bearing upon such rates and charges for regular subscriber services. The City may require production of such financial information prior to calling or holding a public hearing on such rates and the City may defer calling any hearing until fifteen days after the production of such financial information.

5) At the public hearing on rates provided for herein the Grantee shall have the right to present testimony documents and other evidence relating to its rates and interested persons may appear and present evidence or make statements concerning rates and charges of the Grantee.

6) The rate hearing shall be conducted as expeditiously as possible, but may be recessed from time to time for the purpose of affording a fair and reasonable opportunity for the presentation of evidence and for the purpose of acquiring additional information and evidence having reasonable bearing upon such rates and charges as set forth in paragraph four hereof.

7) Rates and charges for regular subscriber services shall be just, reasonable and adequate and shall be fair to the Grantee and to the subscribing public.

8) The party initiating a proceedings for a change in rates shall be required to pay the costs, if any, of advertising and reporting the rate hearings.

9) Within sixty (60) days of the conclusion of the rate hearings provided for in this ordinance, the City

Council or its designated appointee or appointees shall render a decision and may authorize a change in the rates if it is found that the existing rates are either unfair to the Grantee or to the subscribing public based on the standards herein provided. Grantee may implement the rates proposed if no decision is made within sixty (60) days of the conclusion of the hearing.

QUALITY OF SERVICE:

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.

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; 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 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, City or its designated representatives, shall have the right of access to such facilities for reasonable periods and at reasonable times.

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 thereto. 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.

FRANCHISE VALUATION: The City shall be entitled to disregard any value given to this franchise in any rate making proceeding.

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. Any consent 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.

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

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. For purposes of this 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 condition so long as Grantee uses its best efforts to correct any such conditions.

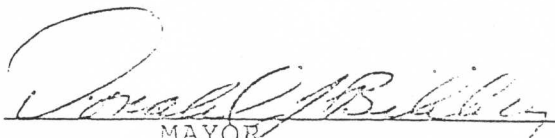
2) Termination and cancellation of this franchise, shall become effective under the provisions of a resolution of the City Council adopted after holding a public hearing upon not less than thirty days' written notice mailed or delivered to the Grantee and published in a newspaper of general circulation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

FEDERAL COMMUNICATION COMMISSION MODIFICATIONS:  
Any modifications of the provisions of section 76.31 of the rules of the Federal Communication Commission resulting from amendment by 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 the full public proceeding affording due process, this ordinance is passed

by the City of Lakeside and approved by the Mayor, this 15  
day of November, 1979.

APPROVED:

  
MAYOR

ATTEST:

  
CITY RECORDER

ACCEPTED:

\_\_\_\_\_ Grantee

\_\_\_\_\_ Date

CABLE TV CORPORATION

Charges and fees at this date:

Connection charge \$15.00  
Home Box Office Connection charge 15.00  
Monthly Charge 8.00

Home Box Office

8.50

Move Charges:

House to House 10.00  
Within an Apartment 5.00  
Within a Trailer Court 5.00  
Reconnect to same house for owners' convenience 5.00  
Reconnect because of delinquent payment 10.00

Original Outlet is No. 1

2-way 20.00  
3-way 35.00  
4-way 45.00  
5-way 60.00  
6-way 60.00  
Above 6-way 90.00

Cost of rewiring billed to owner of property.

Underground ditch to be dug by developer.

3 percent (3%) of gross to City.

*Handwritten note:*  
\$15.00 BTF.  
\$15.00 PER  
\$8.00 - ( )  
\$8.50 ATTACHED