

ORDINANCE NO. ~~398~~ 397

AN ORDINANCE GRANTING A LICENSE TO SANTIAM CABLE-VISION, INC., TO OPERATE AND MAINTAIN A COMMUNITY ANTENNA TELEVISION SYSTEM IN THE CITY OF STAYTON, MARION COUNTY, STATE OF OREGON.

THE CITY OF STAYTON DOES ORDAIN AS FOLLOWS:

Section 1. Short Title. This ordinance shall be known as the "Santiam Cable-Vision, Inc., License Ordinance."

Section 2. Definitions. For the purpose of this ordinance, the following terms shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular and words in the singular include the plural. The word "shall" is always mandatory and not merely directory.

- (1) "City" is the City of Stayton, Oregon.
- (2) "Company" is the grantee of rights under this license, including its successors or assigns.
- (3) "Council" is the City Council of the City of Stayton, Oregon.
- (4) "Person" is any person, firm, partnership, association, corporation, company or organization of any kind.

(5) "Technical facilities" or "facilities" shall mean all real property, equipment and fixtures used by Company in the distribution of its services through its system, whether located in City or out, and includes but is not limited to poles, cables, wires, microwave transmitters, antennas, amplifiers, etc.

(6) "Television System services" or "system services" or "services" shall mean all of the services provided by Company or available to Company to provide through its technical facilities by the grant of this franchise, and shall include but not be limited to the distribution of television and radio signals.

Section 3. Grant of Authority. The right, privilege, and license, subject to each and all terms and conditions contained in this Ordinance, be and the same is hereby granted to SANTIAM CABLE-VISION, INC., an Oregon Corporation, to install, lay and use wire, lines, coaxial cables and appurtenances for transmitting, distributing and supplying radio and television antenna service

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along, across or upon the streets, ways, alleys and places of the City for a period of three (3) years from the effective date of this ordinance subject to the time allowed for renewal as hereafter set forth.

Section 4. Acceptance of Grant. The license granted hereunder shall not become effective until written acceptance thereof shall have been filed by the Company thereof with the Recorder of the City. When so filed, such acceptance shall constitute a continuous agreement of the Company that if and when the City shall annex or consolidate additional territory, this license and the rights and privileges granted hereby shall immediately extend to such additional territory. Company agrees to commence construction within one year after such written acceptance is furnished to the City, and to complete services to prospective customer within 18 months from such acceptance. Upon annexation of any territory Company agrees to complete service to prospective customers in such area within six months.

Section 5. Compliance with Laws, Rules and Regulations. At all times during the term of this

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license Company shall comply with all applicable laws, rules and regulations of the United States of America, the State of Oregon and the City of Stayton, including all agencies and subdivisions thereof. Company shall be subject to the lawful exercise of the police power of City and to such reasonable regulations as City may from time to time hereafter by resolution or ordinance provide.

Section 6. Company Liability, Indemnification of City and Insurance.

- (1) Company shall at all times conduct its operations under this franchise, including installation, construction or maintenance of its facilities, in a safe and workmanlike manner so as not to present a danger to the public or City.
- (2) Company shall pay, save harmless and indemnify City from any loss or claim against City on account of or in connection with any activity of Company in the construction, operation or maintenance of its technical facilities and system services.
- (3) This franchise shall not be effective until Company secures, and shall at all times be

conditioned upon Company maintaining, a comprehensive liability insurance policy which shall contain the following provisions:

- (a) Bodily injury policy limits of \$100,000 for each person and \$300,000 for each occurrence.
- (b) Property damage policy limits of \$100,000.
- (c) An endorsement for completed operations coverage.
- (d) A designation of City, its officers, agents and employees, as additional insureds for liability arising from or in connection with this franchise.
- (e) A certificate evidencing insurance as described in this ordinance shall be deposited with City.

Section 7. Conditions on Street Occupancy.

- (1) The construction authorized herein shall be done only in accordance with the plan or design submitted to and approved by the street committee or the body designated by the Council. All poles, cables, wires and other appurtenances shall be constructed and erected in a workmanlike manner.

Nothing in this Ordinance shall be construed to prevent the City from sewerage, bridging, grading, altering or otherwise improving the streets of the City. This Ordinance shall further not be so construed as to deprive the City of any rights or privileges which it now has or which may be conferred upon it to regulate the use and control of streets. In the event that any of the Company's poles, cables, wires or other appurtenances interfere with any future use that the City desires to make of its streets or alleys, the Company shall at its expense alter or remove the same upon being notified to do so. Any right granted hereunder shall always be subject to the right of the public to the free use of public property, and nothing herein shall be construed as granting any right that may interrupt or infringe upon the free use thereof by the people.

- (2) Whenever it becomes necessary to temporarily arrange, remove, lower or raise the aerial cables, wires or other appurtenances of the Company, to permit the passage of

any building, machinery or other objects, the said Company will perform said rearrangement on seven (7) days written notice from the person or persons desiring to move the said building, machinery or other objects. Said notices shall bear the approval of such officials as the City may designate, shall designate the route of movement of the building, machinery or other objects, and shall provide that the costs incurred by the Company in making such rearrangement of its aerial plant will be borne by the person or persons giving said notice, and shall further provide that the person or persons giving said notice will indemnify and save the Company harmless of and from any and all damages or claims whatsoever kind of nature caused directly or indirectly from such temporary rearrangement of the aerial plant of the Company.

- (3) It shall be lawful for said Company to make all needful excavations in any such streets, alleys, avenues, thoroughfares, and public highways in the City for the purpose of placing, erecting, laying and

maintaining poles and other supports or conduits for said wires or for repairing, renewing or replacing same. Said work shall be done in compliance with the necessary rules, regulations, ordinances, or orders which may, during the continuance of the said license, be adopted from time to time by the City or its lawfully constituted agents. Whenever the Company shall disturb any of the streets for the purpose aforesaid, it shall be restored to the same good order and condition as soon as is practicable, without unnecessary delay, and failing to do so, the City shall have the right to fix a reasonable time within which said repairs and restoration of said streets shall be completed, and upon failure of the Company to make such repairs, the City may cause such repairs to be made at the expense of the Company.

- (4) Whenever it becomes necessary to temporarily or permanently rearrange, remove, lower, or raise aerial cables or wires or other apparatus of the Company to permit the City or its lawfully constituted agents

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to sewer, grade, rock, pave, repair, alter, or improve any of the streets, alleys, avenues, or thoroughfares or public highways within the City, the said Company will perform such arrangements on seven (7) days notice from the City at no expense to the City.

Section 8. Company Rules. Company shall have authority to promulgate such reasonable rules and regulations governing the conduct of its business as shall be reasonably necessary to enable the Company to exercise its rights and perform its obligations under this franchise, and to assure uninterrupted service to its customers. Company rules and regulations shall be subject to the provisions of this ordinance and any other governmental regulations.

Section 9. Discriminatory Practices Prohibited. Company shall make its system services available to all citizens of City without discrimination and shall not give any person any preference or advantage not available to all persons similarly situated.

Section 10. Extension of System Services. Company shall extend the services of its system to all citizens of City.

Section 11. Transfer of Franchise. Company shall not sell, assign, dispose of or transfer in any manner whatsoever any interest in this franchise or in the technical facilities used with this franchise, nor transfer or permit transfer of controlling interest in Company without prior written approval of the City Council

Section 12. The Rates.

Section A. The rates to be charged all persons, firms, or corporations for installation and supplying of cable antenna service for radio and television shall be reasonable and uniform, taking into consideration the service rendered and shall not be in excess of the following schedule:

	<u>Connection</u> (For new subscribers)	<u>Monthly</u> (For all subscribers)
(1) -Single-family residence, one outlet	\$19.95	\$5.00
Rental Plan	None	\$6.45
Extra TV Outlets, each for all Subscribers	\$5.00	\$1.00
(2) Multiple residential buildings, Apartments, Trailer or Mobile Home Parks, Nursing Homes, etc. (one outlet per unit);		
First Unit	\$19.95	\$5.00
Second Units or more Actual labor and materials only		\$2.50*

*To a minimum of \$12.50

- (3) Multiple temporary dwelling units, such as motels and hotels;
- | | | |
|---------------------------------|---------|----------|
| First Unit | \$19.95 | \$5.00 |
| Second Units or more | | |
| Actual labor and materials only | | \$1.00** |

**To a minimum of \$10.00

- (4) There shall be no charge for a second outlet or hookup if requested at the time of the original installation.
- (5) Reconnection of existing single-family residential drop
- | | | |
|----------------------------------|---------|--------|
| | \$10.00 | \$5.00 |
| Extra Outlets (already in) each | | \$1.00 |
| Extra Outlets (new install) each | \$10.00 | \$1.00 |
- (6) Transfer to new address by a present subscriber
- | | | |
|----------------------------------|--------|--------|
| | \$5.00 | \$5.00 |
| Extra Outlets (already in) each | | \$1.00 |
| Extra Outlets (new install) each | \$5.00 | \$1.00 |
- (7) FM-radio tap-off, each
- | | | |
|--|---------|--------|
| | \$15.00 | \$5.00 |
|--|---------|--------|
- (8) Other Businesses
- | | | |
|---------------------|---------|--------|
| | \$19.95 | \$5.00 |
| Extra Outlets, each | \$15.00 | \$1.80 |

(9) Schools:

One Outlet	None	None
Additional Outlets	Negotiate Charges	None

(10) If a person holding an installation shall move within the area covered by this ordinance a charge of \$5.00 shall be made for installation and connection.

Section B. Notwithstanding the schedule in Section A hereof, any such rates may be increased by the amount of the federal excise tax, or City license tax levied on such service, if any.

Section C. City, either upon its own motion or upon request of Company, may at any time during the period of this franchise by ordinance change the rate structure if changes are necessary in the best interests of the City and Company's subscribers, and are fair and reasonable compensation to Company for the services being rendered.

Section 13. Company Records and Reports.

Company shall keep accurate books of accounts at an office within the State of Oregon throughout the

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term of this franchise. Company shall produce its books of account for inspection by City at any time during normal business hours and City may audit Company's books from time to time. City may require periodic reports from Company relating to its operation and revenue within the City.

Section 14. Emergency Use of Facilities. City may use Company's facilities during local emergencies for purposes of advising City's citizens in connection with the emergency.

Section 15. Acceptancy of Franchise. Within twenty (20) days from the effective date of this ordinance, Company shall file with the City Recorder a written unconditional acceptance of this franchise and all of its terms and conditions, and if they fail to do so this ordinance shall be void and of no effect.

Section 16. Constitutionality. If any section, subsection, sentence, clause or portion of this ordinance is for any reason held invalid or rendered unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the constitutionality of the remaining portion hereof. If for any reason the

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franchise fee is invalidated or amended by the act of any Court or governmental agency then the highest reasonable franchise fee allowed by such Court or other governmental agency shall be the franchise fee charged by this ordinance.

Section 17. Franchise Fee. In consideration of the rights and privileges granted by this license, the Company shall pay to the City the sum of \$250.00 for each of the first three (3) years operation. Thereafter, the amount for the yearly license fee shall be established by the Council and Company negotiating, based on the profit and loss as reflected by the Company books. Renegotiation of the franchise fee shall also allow renegotiation of the rates charged by the Company as set out in Section 12.

Section 18. Plans. The complete plans showing installation of facilities, together with any changes or alterations subsequently made shall be submitted to the City Recorder within 30 days of completion.

Section 19. Emergency Clause. This ordinance being necessary for the immediate preservation of the public peace, health and safety because of the

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limited construction season for the improvement of Company's facilities, an emergency is declared to exist, and this ordinance shall take effect upon its passage.

Read for the first time the 1st day of June, 1970

Read for the second time the 6th day of July, 1970.

Submitted to and approved by the Mayor this 3rd day of August, 1970.

YEAS: 5

NAYS: -0-

M. Van Dyke
Mayor

ATTEST:

John J. Schroeder
Recorder-Treasurer