

ORDINANCE NO. 764

AN ORDINANCE GRANTING TO ROWAN'S T.V., INC., DBA CRESTVIEW CABLE T.V., A FRANCHISE FOR THE USE OF STREETS, ALLEYS AND PUBLIC EASEMENTS WITHIN THE CITY OF PRINEVILLE FOR THE OPERATION OF A CABLE TELEVISION COMMUNICATIONS SYSTEM FOR A PERIOD ENDING MAY 11, 1991, AND AMENDING ORDINANCE NO. 670.

THE CITY OF PRINEVILLE ORDAINS AS FOLLOWS:

FRANCHISE: The City of Prineville, herein called City, grants to Rowan's T.V. Inc., doing business as Crestview Cable T.V., 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. Nothing herein shall preclude the Grantee from the necessity of acquiring permission of the owners of private property to use the same.

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 the 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 11th day of May, 1991.

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 Federal Government, State of Oregon, and the City as they presently exist, except City Ordinance No. 707. Modifications to this franchise required in the future by changes in the Federal Communications Commission rulings will be considered by the City within a reasonable time after their enactment. 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. The City reserves the right to regulate and designate the location of all installations made by the Grantee.

Whenever Grantee shall disturb any of the City's property, the same shall be restored to good order and condition as soon as practical without unnecessary delay and failing to do so, the City shall have the right to fix a reasonable time within which such repairs and restorations of streets shall be completed, upon failure of such repairs being made by the Grantee, the City shall cause such repairs to be made at the expense of the Grantee.

Nothing in the franchise ordinance shall be construed in any way to prevent the City from installing, altering, or improving any of the streets or other City owned property but that all such work done by the City shall be done, if possible, so as not to obstruct, damage or interfere with the Grantee's system.

FRANCHISE FEE AND TAX: The franchise fee, to be paid to the City by the Grantee, shall not exceed 3% of the Grantee's gross local service receipts per month from the cable television operation in the City (including all forms of consideration, such as lump sum payments) and is affixed by this franchise at a rate of 3%. Gross subscriber service revenues shall not include any fees received for advertising by the Grantee nor hookup charges, transfer charges, collection fees, or damage claim collection.

Grantee shall pay to the City the franchise fee for the preceding month on or before the 20th day of each month and Grantee shall simultaneously file with the City a sworn statement of the gross city service receipts for said preceding month.

CITY USE OF POLES AND CONDUITS: The City shall be permitted, without charge therefore, to attach its fire alarm, police signal 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 expense.

The City shall make every reasonable effort prior to excavating not to damage or disrupt the cable system of the Grantee. Upon request, the Grantee shall forthwith locate and identify specific parts of the system to prevent damage to the system.

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 provide the City with a cross-liability clause in the Grantee's liability insurance policies indicating that the Grantee's liability insurance company is the primary insurer in any action arising out of a claim of 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 in which the City may be named as a defendant. The Grantee shall maintain public liability insurance naming the City as coinsured in amounts of not less than \$300,000.00 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 Prineville. The Grantee shall also maintain a listed telephone by which complaints, requests for repairs or adjustments may be made at any time.

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 five 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 Administrator 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 supply each new user with a copy of the complaint procedures hereinabove set out.

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; and 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 authorized 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 Prineville 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 statement 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 proceeding for a change in rates shall be required to pay the costs, if any, of advertising and reporting the rate hearings.

9) Within sixty days (60) 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 reliable 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.

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 upon request. 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.

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. 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:

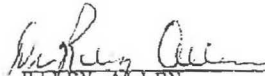
1) The City may terminate this franchise only in the event that a violation or a failure to comply with the material terms of this franchise shall continue and persist thirty days after the City has mailed or delivered a written notice to the Grantee describing such violation.

2) After timely notice and guaranteed sufficient cause for termination exists as set out above, termination 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 hearings.

AMENDING CLAUSE: Ordinance No. 670 duly enacted by the City Council on the 11th day of May, 1971, is hereby amended and modified as to any portion thereof that is inconsistent with the terms of this franchise ordinance.

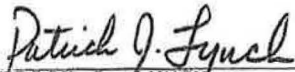
WHEREFORE, the Grantee's legal, character, financial, technical and other qualifications and the adequacy and feasibility of its construction arrangements, having been heretofore approved by the City Council as part of a full public proceeding affording due process, this ordinance is passed by the City Council of the City of Prineville and approved by the Mayor, this 11TH day of May, 1976.

Approved by the Mayor this 13TH day of May, 1976.



RILEY ALLEN
Mayor of the City of Prineville
Prineville, Oregon

ATTEST:



PATRICK J. LYNCH
Recorder of the City of Prineville
Prineville, Oregon



SAFECO INSURANCE COMPANY OF AMERICA
 GENERAL INSURANCE COMPANY OF AMERICA
 FIRST NATIONAL INSURANCE COMPANY OF AMERICA

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

ADDITIONAL INSURED - MUNICIPALITY

IT IS AGREED THAT THE "PERSON INSURED" PROVISION INCLUDES AS AN INSURED THE CITY OF PRINEVILLE AND ITS OFFICERS, AGENTS, AND EMPLOYEES, BUT ONLY WITH RESPECT TO ACTS OR OMISSIONS OF THE NAMED INSUREDS, HIS EMPLOYEES OR AGENTS ARISING OUT OF THE NAMED INSURED'S LIABILITY IN ACCORDANCE WITH ORDINANCE NO. 670, TV FRANCHISE, SECTION 5, SUBSECTION 3D.

All terms and conditions of the policy, issued by SAFECO Insurance Company of America, General Insurance Company of America or First National Insurance Company of America, remain unchanged except as amended by this endorsement.

W.D. Hammersla
 W.D. HAMMERSLA, SECRETARY

Gordon H. Sweaney
 GORDON H. SWEANEY, PRESIDENT

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

INSURED	CLASS OR CODE	UNEARNED SA/PR FACTOR	OLD FULL TERM PREMIUM	RETURN PREMIUM	NEW FULL TERM PREMIUM	ADDITIONAL PREMIUM
Rowan's TV, Inc. dba Crestview Cable TV & James Paul Rowan			\$	\$	\$	\$
ENDORSEMENT EFFECTIVE DATE: 7-15-75 <small>(at the hour of day stated in the policy)</small>						
POLICY NUMBER: CP 564542						
POLICY EXP. DATE: 7-15-78						
ENDORSEMENT NUMBER						
			TOTALS GROSS			

James Paul Rowan
 JAMES PAUL ROWAN, PRESIDENT LICENSED AGENT
 The Insurance Mart

Rowan's T.V. Inc.

CRESTVIEW CABLE T.V.

390 N. Beaver St.
Prineville Oregon 97754
May 4, 1976

	Connection	Monthly
(A) Single family residence, one outlet	\$ 19.95	\$ 6.50
Extra TV Outlets, each for all subscribers	\$ 10.00	\$ 1.00
(B) Commercial Accounts (Multiple residents)		
(A) If Owner pays all charges:		
2 units	\$ 34.95	7.30
3 units or more, for each unit over 2, add to above	\$ 15.00	1.80
(B) If Cable company contracts with individual tenants	\$ 10.00	6.50 ✓
(C) Reconnection of existing single family residential drop (one outlet)	\$ 10.00	6.50 ✓
Extra Outlets (TV)	\$ 10.00	1.00
(D) Transfer to new address (each outlet)	\$ 6.00	no change
Extra outlets	\$ 10.00	1.00
(E) FM Radio tap off, each	\$ 7.50	\$.25
(F) TV Dealers & Repairmen	\$ 19.95	6.50 ✓
(G) Other Businesses	\$ 19.95	6.50 ✓
Extra Outlets, each	\$ 15.00	1.80
(H) Schools; One outlet	None	None
Additional Outlets	At Cost	None
(I) City Hall	None	None
(J) For other or unusual services, or for special equipment, charges will be negotiated for individual contracts the charges to be com- patible with other rates of the Company and reasonable.		
(K) Various discounts may be allowed from time to time as promotional devices for which any new subscriber would be eligible.		
(L) Unwarranted complaint calls;		
First such call, No Charge		
Additional calls, (Optional), each \$3.00		

	Connection	Monthly
(A) Single family residence, one outlet	\$ 19.95	\$ 6.50
Extra TV Outlets, each for all subscribers	10.00	1.00
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(A) If Owner pays all charges:		
2 units	34.95	7.30
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Extra Outlets (TV)	10.00	1.00
(D) Transfer to new address (each outlet)	6.00	no charge
Extra outlets	10.00	1.00
(E) FM Radio tap off, each	7.50	.25
(F) TV Dealers and Repairmen	19.95	6.50
(G) Other Businesses	19.95	6.50
Extra Outlets, each	15.00	1.80
(H) Schools: One outlet	None	None
Additional Outlets	At Cost	None
(I) City Hall	None	None
(J) For other or unusual services, or for special equipment, charges will be negotiated for individual contracts, the charges to be compatible with other rates of the Company and reasonable.		
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(L) Unwarranted complaint calls:		
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