

ORDINANCE NO. 86-30

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIDGECREST, CALIFORNIA, GRANTING A FRANCHISE FOR THE OPERATION OF A CABLE TELEVISION SYSTEM TO THREE PALMS SATELLITE CABLE.

THE CITY COUNCIL OF THE CITY OF RIDGECREST DOES ORDAIN AS FOLLOWS:

Section 1. Purpose and Scope.

This Ordinance is enacted pursuant to the authority provided in, and all the provisions terms and conditions of Chapter 15 of the Municipal Code.

Section 2. Grant of Franchise.

Pursuant to the provisions of Ordinance No. 185, (Chapter 15 of the Municipal Code), a franchise to construct, operate and maintain a cable television system within the area specifically described and delineated on maps filed as required by Section 15-1.5 for a term of fifteen (15) years, is hereby granted to THREE PALMS SATELLITE CABLE, herein referred to as Grantee with all the rights and privileges and subject to each and all of the terms and conditions of the Municipal Code, Grantee's application and the franchise agreement attached hereto as Exhibit "A".

Section 3. Rates and Charges.

Pursuant to the provisions of Chapter 15 of the Municipal Code, the Grantee shall charge its subscribers and users the rates and charges approved by the City Council in its Resolution No. 79-43, or any subsequent resolution approved by the City Council.

Section 4. Franchise Fee.

Pursuant to the provisions of Resolution No. 489 the Grantee shall pay to the City three (3%) percent of its gross subscribers revenues, provided, however, Grantee shall pay such additional or further sums as may be provided in the Ridgcrest Municipal Code if authorized by law or by the Federal Communications Commission.

Section 5. Limitation.

The Cable Television System herein franchised shall be used and operated solely and exclusively for the purposes expressly authorized by the Municipal Code and for no other purpose.

Section 6. Acceptance.

Grantee shall execute the Franchise Agreement (Exhibit "A") and agree to be bound by all of the terms and conditions thereof and deliver to the City the bonds and insurance policies required to be furnished within thirty (30) days after the effective date of this ordinance. If Grantee fails to provide such information and assurances within 30 days from the effective date of this ordinance, this ordinance shall be void and of no further force or effect.

APPROVED AND ADOPTED this 20th day of August, 1986, by the following vote:

AYES Mayor Mower, Councilmembers Pearson, Bergens, Corlett and Wiknich.

NOES: None.

ABSTAIN: None.

ABSENT: None.


Michael R. Mower, Mayor

ATTEST:


Joyce M. Taft, City Clerk

EXHIBIT "A"

CABLE FRANCHISE AGREEMENT

As required by Ridgecrest Municipal Code Chapter 15 the following terms and conditions are agreed to by THREE PALMS SATELLITE CABLE as conditions upon which the City of Ridgecrest will issue a Cable T.V. Franchise to THREE PALMS SATELLITE CABLE (Grantee)

1. Grantee agrees to abide by all terms and conditions of Chapter 15 of the Ridgecrest Municipal Code as presently written or as may be amended in the future by ordinance.

2. Grantee agrees to abide by the Rules, Regulations and Standards governing operation of Cable Television Systems in the City as provided in Resolution No. 489.

3. Grantee shall implement the fees and charges as specified in Resolution No. 79-43 for Basic Service or for Direct Broadcast System Service.

4. In addition to other service regulations adopted by the Council, and excepting circumstances beyond Grantee's control, such as acts of God, riots and civil disturbances, the Grantee shall:

a. Limit system failures to minimum time duration by locating and correcting malfunctioning promptly, but in no event longer than 24 hours after occurrence irrespective of holidays or other non-business hours.

b. Upon a complaint by a subscriber, make a demonstration satisfactory to the Chief Administrative Officer that a signal is being delivered which is of sufficient strength and quality to meet the standards set forth in the regulations of the Federal Communications Commission.

c. Render efficient service, making repairs promptly and interrupting service only for good cause and the shortest time possible. Planned interruptions, insofar as possible, shall be preceded by notice given to subscribers 24 hours in advance and shall occur during periods of minimum use of the system.

d. Maintain an office in the City, which shall be open during all business usual hours with its telephone number listed in directories of the telephone company serving the City.

e. Maintain a written "log" or record of customer complaints, listing date of complaint, name and address of customer, nature of complaint and response of Grantee thereto. Said record shall be kept by Grantee for a period of five years and shall be available at all times for inspection by the Chief Administrative Officer.

5. The Grantee shall pay to the City a franchise fee as provided by ordinance and shall permit the Chief Administrative Officer to inspect the Grantee's revenue records and to have an audit made by Grantee's revenue records.

6. A detailed map or plot plan on each and any area of the City to be served showing the location of streets, public right of way, utility company right-of-way, and adjacent buildings must be submitted to the City prior to any work being done to provide service under the franchise.

7. Upon executing this agreement the Grantee will provide the City Clerk with, and shall thereafter maintain for the life of the franchise, a cash bond, corporate security bond, or other adequate surety agreement in the amount of Fifteen Thousand Dollars (\$15,000). The bond or agreement shall be so conditioned that in the event the Grantee shall fail to comply with any one or more of the provisions of Section 15.1.7 of the Municipal Code, then there shall be recoverable jointly and severally from the principal and surety any damages or losses, or costs suffered or incurred by the City, including attorney's fees and costs of any action or proceeding.

8. Upon executing this agreement the Grantee shall file annually with the City Clerk and shall thereafter during the entire term of the franchise maintain in full force and effect a cash bond, corporate surety bond or other adequate surety agreement in the amount of Five Thousand Dollars (\$5,000). The bond or agreement shall be so conditioned that in the event the Grantee shall fail to comply with any one or more of the provisions of any agreement or undertaking made between Grantee and subscriber, then there shall be recoverable jointly and severally from the principal and surety any damages or costs suffered or incurred by any subscriber as a result thereof.

9. Grantee agrees to indemnify and hold harmless the City, its officers, Boards, Commissions, agents and employees against and from any and all claims, demands, causes of actions, actions, suits, proceedings, damages (including but not limited to damages to City property and damages arising out of copyright infringements, and damages arising out of any failure by Grantee to secure consents from the owners, authorized distributors or licensees of programs to be delivered by Grantee's cable television system). costs or liabilities (including costs or liabilities of the City with respect to its employees) of every kind and nature or death or damage to persons or property, and regardless of the merit of same, and against all liability to others and against any loss, cost, and expense resulting or arising out of any of the same, including attorney's fees, accountant fees, expert witness or consultant fees, court costs, or other costs or expense arising out of or pertaining to the exercise or the enjoyment of the franchise hereunder by the Grantee's or the granting thereof by the City.

10. Grantee shall at the sole risk and expense of Grantee defend any and all actions or suits brought against the City arising out of or pertaining to the exercise of such franchise or the granting thereof by the City.

11. Upon executing this agreement, the Grantee shall file with the City Clerk and shall maintain in full force and effect during the terms of the franchise the following policies of insurance.

a. General Comprehensive Liability Insurance in the amount of Three Hundred Thousand Dollars (\$300,000), together with Bodily Injury Liability Insurance in an amount of not less than Two Hundred Thousand Dollars (\$200,000), for injuries including accidental death, to any one person, one subject to the same limit for each person in an amount not less than Five Hundred Thousand Dollars (\$500,000) on account of any one occurrence, and Property Damage Liability Insurance in an amount no less than Fifty Thousand Dollars (\$50,000) resulting from any one occurrence.

b. The City shall be named as an additional insured in any said insurance policies.

c. Where such insurance is provided by a policy which also covers Grantee or any other entity or person it shall contain the standard cross liability endorsement.

12. The franchise is a privilege to be held in trust by the original Grantee and shall not be sold, transferred, leased, assigned, or disposed of without prior consent of the City Council expressed by resolution. The consent of the City Council may not be unreasonably refused.

13. Neither the granting of the franchise nor any provision hereto shall constitute a waiver or bar to the exercise of any governmental right or power of the City.

14. Within 30 days after acceptance of the franchise, the Grantee shall proceed with due diligence to obtain all necessary permits and authorizations which are required in the conduct of its business, including joint use agreements, microwave carrier licenses and authorizations by regulatory agencies having jurisdiction over the operation of cable television systems.

15. Within 90 days after obtaining all necessary permits, Grantee shall commence construction and installation of the cable television system.

16. Within 180 days after the commencement of construction and installation of the system, Grantee shall proceed to render service to subscribers and the completion of installation and construction shall be pursued with reasonable diligence thereafter, so that service to all of the areas designated and scheduled on the map and plan of construction made part of the franchise shall be provided as set forth therein.

17. Failure on the part of the Grantee to commence and diligently pursue each of the foregoing requirements and to complete each of the matters set forth shall be grounds for termination of such franchise.

18. Grantee shall use existing poles, conduits and other facilities whenever possible and shall not construct any new, different or additional poles, conduits or other facilities until first securing written approval of the Chief Administrative Officer.

19. In those areas of the City where the transmission or distribution facilities of public utilities providing telephone, communication and electric service are underground or hereafter placed underground, the Grantee likewise shall construct, operate and maintain all of his transmission and distribution facilities underground.

20. The franchise granted herein shall authorize and permit Grantee to provide service within the City limits only provided that the Grantee shall not be authorized to provide service to any portion of the Naval Weapons Center at China Lake which may be now or hereafter annexed to the City without the written approval of both the Commander of the Naval Weapons Center and the City Council.

21. The Grantee shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, handicap, or national origin.

APPROVED AND AGREED TO THIS 20th day of August, 1986.



Darla Jensen
Owner, Three Palms Satellite Cable



Michael R. Mower, Mayor
City of Ridgecrest