ORDINANCE NO. 1628

AN ORDINANCE of the City of Kent, Washington, granting to Teletronics, Inc. a franchise to construct, operate and maintain a community antenna television system for television signal distribution within the City limits of the City of Kent, Washington for a period of twelve (12) years.

THE CITY COUNCIL OF THE CITY OF KENT, WASHINGTON, DO
ORDAIN AS FOLLOWS:

Section 1: The City of Kent, hereinafter referred to as the "City", hereby grants to Teletronics, Inc., a corporation organized under the Laws of the State of Washington, and having its principal place of business in the City of Mercer Island, Washington, County of King, State of Washington, hereinafter referred to as the "Grantee", under the conditions and limitations herein prescribed, the right, privilege and authority, and franchise to install, lay down, maintain, and operate underground pipes and conduits with the necessary manholes and other appliances therefor and to erect standard utility poles with or without crossarms, stretch wires and cables and antennas or other appurtenances thereof, in, over, upon and under the streets, alleys and public highways of the City of Kent, Washington, and to maintain and use the same for the purpose of operating a coaxial cable subscription system for community antenna television signal distribution to subscribers' homes and to such business and other establishments, apartments, hotels, and
other premises as may also desire such service, hereinafter called
"CATV," and for no other uses or purposes whatsoever.

Section 2. The construction of new facilities or the
extension of existing facilities within Grantee's service area
shall be done only in accordance with a plan or design first
submitted to and approved by the City Engineer and pursuant to
a permit issued by said Engineer authorizing such construction
of new facilities or extension of existing facilities within
all or a portion of such service area. All poles, cables,
wires, antennas or conduits or appurtenances shall be constructed
and erected in a neat, workmanlike manner and shall be of such
height and occupy such position as the City Engineer shall
direct. Whenever it is practicable to make use of poles already
in said streets, Grantee shall make use of such poles; Provided,
that in any district in the City which has telephone, telegraph
and electric power wires and cables laid underground, Grantee
shall not be permitted to erect poles and run or suspend wires,
cables, or other conductors thereon, but shall lay such wires,
cables or conductors in underground pipes or conduits; and if
prior to the passage of any such ordinance designating any such
district in said City, Grantee shall have erected poles in such
districts and suspended wires, cables, and other conductors
thereon, Grantee shall, upon the passage of such ordinance and
within such period of time thereafter as may be designated in
such ordinance, at its own cost and expense, remove its poles,
cables, and wires from the surface of the streets within such
district, and shall place the same in underground pipes or
conduits in conformity with the requirements of the City Engineer
and shall not thereafter erect or maintain any poles whatever
therein. Where telephone and lighting utilities are compensated
by property owners for part or all of the cost of relocating
facilities underground by the local improvement district method
or otherwise, Grantee shall be entitled to receive a comparable portion of its undergrounding cost, that is, the same consideration as a utility, as a condition to relocating its facilities underground.

Section 3. Nothing in this ordinance shall be construed to prevent the City from sewering, paving, grading, altering, or otherwise improving or re-improving any of the streets of the City including the installation of city-owned utilities; and the City shall not be liable for any damage resulting to the Grantee by reason of the performance of such work or by exercise of such rights of the City. This ordinance shall not be so construed as to deprive the City of any rights or privileges which it now has or which may hereafter be conferred upon it, to regulate and control the use of streets. Whenever and to whatever extent any street shall be improved or the grade thereof changed, modified, raised or lowered, or the size, position, or location of any City-owned public utilities changed, modified or altered, and of the installations belonging to the Grantee which may be affected by or shall conflict with any such changes, alterations, or modification, shall be promptly adjusted, removed, altered, raised, lowered, or otherwise modified to conform to the improvements or changes made, by and at the cost and expense of Grantee and in conformity with the requirements of the City Engineer. The City shall at all times have the right to make free use of any or all of the poles of said Grantee for wires, cables and conductors to carry any City-owned systems or facilities requiring such use.

Section 4. Whenever it shall be necessary to the erection of poles or in the construction of underground pipes or conduits, to take or excavate in any portion of any street, the Grantee shall file with the City Engineer a petition therefor together with plans, designs and drawings on a reasonable scale, setting
forth the streets to be disturbed and obtain a permit from and
approval of the City Engineer for so doing before beginning such
work. After any poles are erected, or such pipes or conduits
constructed, Grantee shall promptly replace any portion of the
street disturbed by such work, in a neat and workmanlike manner
to its original condition and as required and approved by the
City Engineer.

At all times during the period of this grant, the Grantee
shall keep on deposit in the City Treasury to the credit of the
City Engineering Department, the sum of One Thousand Dollars
($1,000.00) in cash to be used by said City Engineering Department
for the purpose of restoring streets in the manner prescribed
by said City Engineer, to pay the reasonable cost of any city
inspection necessitated by Grantee's actions pursuant to this
franchise and to pay the cost of raising or removing of any
wires, cables, or conductors as provided in Section 9 hereof.

Section 5. Construction, maintenance and operation of
Grantee's GATV system, including house connections, shall be in
accordance with the provisions of this franchise and in accordance
with the provisions of all applicable codes and ordinances, in-
cluding the City Electrical Code, if any, as the same may hereafter
be amended, and Grantee shall comply with all applicable state
and federal laws and rules and regulations of the Federal
Communications Commission relating to CATV systems.

Section 6. Grantee will provide television signals to
all public and private, non-profit educational institutions within
Grantee's service area at no cost for use in the teaching facili-
ties of such institutions and will also provide television signals
at no cost to such municipal buildings in Grantee's service area
as may be designated by the City Council. The point of connection
for such service will be at the distribution cable as it is
constructed along the street and said education institutions
or the City in the case of municipal buildings shall install or pay the cost of installing the drop for such distance as is necessary from the point of cable connection to the building to be served and any distribution cables within such building, and shall maintain the same from the point of connection. No guarantee need be made by Grantee as to the quality or strength of television signals transmitted beyond the point of cable connection.

Section 7. Neither Grantee nor any of its officers, agents, or employees shall engage in the business locally of selling, servicing or repairing television sets or other receivers or parts therefor which make use of standard broadcast entertainment signals transmitted by its system; provided, however, that nothing herein shall prevent Grantee from making necessary modifications and adjustments to subscribers' television receivers to insure proper operation under conditions of cable connection at the time of installation or in response to subscribers' complaints, or from selling, servicing or repairing receivers and other equipment used by other CATV system operators in the conduct of their business.

Section 8. The Grantee agrees that it will diligently pursue the construction of its facilities to the end that all persons residing within an area for which Grantee has been granted a permit for the construction of new facilities or the extension of existing facilities will be offered such service within 180 days after the issuance of said permit by the City Engineer in accordance with Section 2. hereof. Grantee further agrees to commence actual construction of the necessary facilities in any such area within ninety (90) days after issuance of such permit. Unless the City Engineer has upon cause shown extended the time within which to substantially complete construction of CATV facilities in an area for which a permit has been granted, service shall be commenced within the time specified herein or
the applicable permit may be cancelled and revoked, in which
latter case any facilities installed shall be removed by Grantee
and at Grantee's cost and expense.

Section 9. Whenever permission is obtained from the City
Engineer for use of any streets of the City for the purpose of
moving any building or structure, Grantee, upon forty-eight (48)
hours notice from the City Engineer shall raise or remove any
wires, cables, or conductors which may obstruct the removal of
such building or structure; and in case of Grantee's refusal or
failure to comply with such notice, the City Engineer may raise
or remove such wires, cables, or conductors at the expense of
Grantee for the purpose aforesaid.

Section 10a. That the rights and privileges herein granted
shall not be deemed exclusive, and the right is hereby reserved
to the City to grant to any other person, company, corporation,
or association, or by itself to exercise the rights and
privileges herein granted; and the franchise, rights and privileg-
es granted by this ordinance shall be subject to the right of
the City Council, at any time subsequent hereto, to repeal,
amend, or modify this ordinance and grant with due regard
for the rights of the Grantee and the interest of the public;
and to cancel, forfeit, and abrogate the rights and privileges
granted by this ordinance if the same are not exercised in full
accordance with the provisions hereof, or at all; and at any
time during the life of such grant to acquire, by purchase or
condemnation, for the use of the City itself, all the property
of the Grantee within the limits of the public streets, at a
fair and just value, which shall not include any valuation for
the franchise itself, or of any of the rights and privileges
hereby granted, and the grant shall thereupon terminate.

Section 11. The rights, privileges and franchise herein
granted shall cease and terminate twelve (12) years from the
effective date of this ordinance. However, in the event that
Grantee has fully and faithfully complied with all the terms
and conditions of this franchise, then Grantee has the option
to renew the same for two successive five-year periods upon the
termination of the original twelve-year period, provided, however,
that the City reserves the right to alter, modify and change the
fees and method of payment provided for in paragraph 12. Within
ninety (90) days after termination, the Grantee, if required by
the City Engineer, shall at its own cost and expense remove all
of its CATV facilities and installations from the city streets
and shall place all portions of said streets that may have been
disturbed in as good condition for public use as the abutting
portions thereof.

The CATV system of the Grantee installed hereunder shall
not be abandoned, either in whole or in part, without the con-
sent of the City Engineer.

Section 12. The Grantee shall pay to the City of Kent
on the 10th day of February, the 10th day of May, the 10th day
of August, and the 10th day of November, each year, an amount
equal to four per cent (4%) of the gross income received for such
services rendered in the City of Kent for which any part of the
rights exercised under this franchise are used. Such quarterly
payments shall be based on the gross income from such business
for the three-month period preceding these dates and ending
respectively on December 31, March 31, June 30, and September 30,
each year. Said quarterly payments shall become delinquent if
not paid on or before thirty (30) days after the date due, and
shall thereafter bear interest at the rate of ten per cent (10%)
per annum of the amount due until paid.

Section 13. The Grantee shall forfeit and shall be deemed
to have forfeited and abandoned all rights and privileges con-
ferred by this ordinance, and this ordinance shall be null and
void and of no force or effect unless Grantee shall within thirty
(30) days after the effective date of this ordinance file with
the City Clerk its written acceptance of the rights and privileges
hereby conferred and the terms, conditions and restrictions
hereby imposed.

Section 14. That the Grantee by its acceptance of this
ordinance and the rights, privileges and franchise hereby granted,
does covenant and agree for itself, its successors and assigns,
with the City of Kent to at all times protect and save harmless
the said City from all claims, actions, suits, liability, loss,
costs, expenses, or damages of every kind or description which may
accrue to, or be suffered by, any person or persons or property,
and to appear and to defend at its own cost and expense any
action or suit instituted or begun against the City for damages
by reason of the construction, reconstruction, readjustment, repair,
maintenance, operation, or use of said streets or anything
that has been done or may at any time be done by said Grantee, its
successors or assigns, by virtue of this ordinance, and in case
judgment shall be rendered against said City in any such suit or
action, said Grantee shall fully satisfy the judgment within
ninety (90) days after such action or suit shall have been finally
determined, if determined adversely to the City.

Section 15. So long as the Grantee shall exercise any
right or privilege granted by this ordinance, it shall provide
and maintain in full force and effect public liability insurance,
with the City as an additional insured, providing for a limit of
not less than One Hundred Thousand Dollars ($100,000.00) for all
damages arising out of bodily injuries to or death of one person,
and subject to that limit for each person, a total limit of not
less than Five Hundred Thousand Dollars ($500,000.00) for all
damages arising out of bodily injuries to or death of two or more
persons in any one occurrence; and property damage liability
insurance providing for a limit of not less than Fifty Thousand
Dollars ($50,000.00) for all damage arising out of injury to or destruc-
tion of property in any one occurrence. A copy of such policy
or certificate evidencing the same shall be filed in the office
of the City Clerk prior to issuance of any permit for construction
and shall provide for ten (10) days notice to the City of any
change, cancellation or lapse thereof.

Section 16. Grantee shall have the right to charge and
collect reasonable compensation from anyone to whom it shall
furnish CATV service except as otherwise provided in this
ordinance; provided, the rates charged must be uniform for the same
class of customers or service. No extra or special charges may
be imposed or collected for programs or presentations not avail-
able generally to off-the-air television receivers. Except as
may be now or hereafter otherwise provided by law, the legislative
authority of the City shall have supervisory jurisdiction and con-
trol over the services authorized by this franchise and all rates
and charges therefor, to the same extent as the Utilities and
Transportation Commission of the State of Washington now has
over the rates, charges and services of utilities which are
subject to the jurisdiction of such Commission; provided, that
the legislative authority of the City shall never prescribe
rates other than such as shall be just, reasonable, adequate and
sufficient, and that its jurisdiction and control shall at all
times be subject to review by Courts.

Section 17. The rights and privileges hereby granted
shall not be assignable or transferable by operation of law, nor
shall said Grantee assign, transfer, mortgage or encumber the same
without the consent of the City Council of the City given by
resolution.

Section 18.- This Ordinance shall not be voted upon until
at least one week shall have elapsed after its introduction;
that it shall require the affirmative vote of at least five (5) members of the Council, and the approval of the Mayor.

Section 19. This Ordinance shall take effect and be in force five (5) days from and after its passage, approval and publication, as provided by law.

PASSED by the City Council and approved by the Mayor this 15th day of Dec., 1969.

APPROVED: ________________________ 
Mayor

Attest: ________________________ 
City Clerk

Approved for: ________________________ 
City Attorney:

Accepted: ________________________ 
TELETRONICS, INC.

BY: ________________________ 
President

__________________________ 
Secretary

Introduced the 1st day of December, 1969