

AN ORDINANCE GRANTING TO J. D. CABLE TELEVISION COMPANY, AN NON-EXCLUSIVE FRANCHISE TO OPERATE AND MAINTAIN A TELEVISION SYSTEM IN THE CITY OF PAYETTE, FOR THE PURPOSE OF INTERCEPTION, SALE AND DISTRIBUTION OF TELEVISION AND RADIO SIGNALS TO THE INHABITANTS OF SAID CITY; IMPOSING COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES; AUTHORIZING A GRANT OF AUTHORITY; SPECIFYING GRANTEE RULES AND SERVICE STANDARDS; PROVIDING FOR CITY RIGHTS IN SAID FRANCHISE; SPECIFYING CONDITIONS ON STREET OCCUPANCY AND USE; PROVIDING FOR THE ERECTION, REMOVAL AND COMMON USE OF POLES; SPECIFYING PAYMENTS TO SAID CITY; PROVIDING FOR RATES AND FEES OF SUBSCRIBERS; SPECIFYING ANNUAL FINANCIAL REPORT AND RATE REVIEW; PRESCRIBING THAT PREFERENTIAL OR DISCRIMINATORY PRACTICES BE PROHIBITED; REQUIRING COMPANY LIABILITY AND INDEMNIFICATION; SETTING FORTH OPERATIONAL STANDARDS; SPECIFYING CONSTRUCTION COMPLETION AND PENALTY; SETTING FORTH AN EXTENSION POLICY; REQUIRING SERVICE TO SCHOOLS; SPECIFYING THE DURATION AND CONDITIONS FOR THE ACCEPTANCE OF FRANCHISE; PROVIDING FOR LIMITATIONS OF SAID FRANCHISE; PROVIDING FOR SEPARABILITY; SETTING FORTH MISCELLANEOUS PROVISIONS; AND THE REQUIREMENT FOR PAYMENT OF PUBLICATION COSTS.

Be It Ordained by the Mayor and Council of the City of Payette that the following ordinance be adopted and enacted into law:

Section 1. Definitions: For the purpose of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural include the singular and words in the singular include the plural. The word "shall" is always mandatory and not directory.

(1) "City": The City of Payette, a municipal corporation of the State of Idaho, in its present incorporated form or in any other reorganized, consolidated or changed form.

(2) "Council": The present governing body of the City or any future body constituting the legislative body of the City.

(3) "Grantee": J.D. CABLE TELEVISION COMPANY, a sole proprietorship owned and operated by Jerry Deckard of Eagle, Idaho, to which a franchise under this ordinance is granted by the Council, and the lawful successor or assignee of said corporation; however, such assignment or transfer shall be subject to the written consent of the Grantor.

(4) "Street": The surface of, and the space above and below, any public street, road, highway, freeway, lane, alley, court, sidewalk, parkway, drive or other public property, hereafter existing as such within the City.

(5) "Cable Television System": Hereinafter referred to as "CATV", "CATV System" or "System" shall mean a system of antennae, coaxial cables, wave guides or other conductors, equipment or facilities designed, constructed or used for the purpose of providing television, F.M. radio, or other services by cable through its facilities as herein contemplated.

(6) "Subscriber": Any person or entity receiving for any purpose the CATV service of the Grantee herein.

Section 2. Grant of Authority: There is hereby granted by the City of Payette, State of Idaho, to J.D. CABLE TELEVISION COMPANY, whose principal place of business is Eagle, Idaho, its successors and assigns, hereinafter referred to as Grantee, the non-exclusive right and privilege to construct, operate and maintain a cable television system within the City for the distribution of television signals, F.M. Radio, or other services by cable, and to use and occupy the streets and public ways therefor, subject to the terms, conditions and provisions contained herein.

Section 3. Grantee Rules: The Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable said Grantee to exercise its rights and perform its obligations under this franchise and to assure uninterrupted service to each and all of its customers. Provided however, that such rules, regulations, terms and conditions shall not be in conflict with provisions hereof, the rules of the Federal Communications Commission or the laws of the State of Idaho, or the ordinances of the City of Payette, Idaho.

Section 4. Service Standards: The Grantee shall maintain and operate its system and render efficient service in accordance with such rules and regulations as are, or may be hereinafter promulgated by the Grantor or by the Federal Communications Commission. Whenever it is necessary to interrupt service for the purpose of making repairs, adjustments or installations, the Grantee shall do so at such time as will cause the least amount of inconvenience to its customers.

Section 5. City Rights in Franchise:

(1) City Rules. The Grantee shall at all times during the life of this franchise, be subject to the lawful exercise of the police power of the City and to such reasonable protection as the City may hereafter by resolution or ordinance provide.

(2) Use of System by City. The City shall have the right without cost, to make attachments to poles owned and used by the Grantee in connection with its fire or police signal systems or other city use, such attachments to be installed and maintained in accordance with the requirements of the National Electric Safety Code and only after written notice to the Grantee; provided however, that the Grantee shall assume no liability or expense in connection therewith, and provided further, that the City's use thereof shall be in such a manner as not to interfere with the television operations of the Grantee. In case of any emergency or disaster, the Grantee shall, upon request of the City Council, make available its facilities to the City for emergency use.

Section 6. Conditions on Street Occupancy-Use.

(1) Use. All transmission and distribution structures, lines and equipment erected by the Grantee within the City shall be so located as to cause

minimum interference with the proper use of streets, alleys and other public ways and places, and not to interfere with existing public utility installations. In all areas of the City where the cables, wires or other like facilities of public utilities are placed underground, the Grantee shall place its cables, wires or other like facilities underground.

To the extent Grantee constructs and maintains its cables and other equipment on or about City public property or streets, and an easement for such use has already been granted to a telephone company or other public utility, said easement shall, if at all possible, be interpreted so as to grant the Grantee the same rights and privileges as have been granted to telephone companies and other public utilities. In such easements, the words "telephone company" shall be interpreted to include the Grantee.

The Grantee shall furnish to and file with the City, maps, plats and permanent records of the location and character of all facilities constructed, including underground facilities.

(2) Restoration. In case of any disturbance of rights-of-way, pavement, sidewalk, driveway or other surfacing, the Grantee shall at its own expense, and in the manner provided by the Grantor, replace and restore all rights-of-way, paving, sidewalk, driveway or other surface of any street or alley disturbed. It is further agreed that the Grantee shall, for a period of one year, guarantee such restoration and in the event there is a problem, shall upon given notice, repair same within fifteen (15) days after notice. If the Grantee fails to complete such repairs as requested, then the Grantor may do so at the expense of the Grantee.

(3) Relocations. If at any time during the period of this franchise the City shall lawfully elect to alter, or change the grade or location of any street, alley or other public way, the Grantee shall upon reasonable notice by the City, remove, relay and relocate its poles, wires, cables, underground conduits, manholes and other fixtures at its own expense, and in each instance comply with the requirements of the City.

(4) Placement of Fixtures. The Grantee shall not place poles, conduits, or other fixtures above or below ground where the same will interfere with any gas, electric, telephone fixtures, water hydrant, water main, water conduit, sewer main, sewer conduit or other utility, and all such poles, conduits or other fixtures placed in any street shall be so placed as to comply with the requirements of the City.

(5) Temporary Removal of Wire and/or Fixtures for Building Moving. The Grantee shall, on request of any person holding a moving permit issued by the City, temporarily move its wires or fixtures to permit the moving of buildings, the expense of such temporary removal, to be paid by the person requesting the same, and the Grantee shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary changes.

(6) Tree Trimming. The Grantee shall have authority to trim any trees upon and overhanging the streets, alleys, sidewalks, and public places of the City so as to prevent the branches of such trees from coming in contact with the wires and cable of the Grantee, except that at the option of the City, such trimming may be done by it, or under its supervision and direction, at the expense and liability of the Grantee.

Section 7. Erection, Removal and Common Use of Poles.

(1) No poles or other wire-holding structures shall be erected by the Grantee without prior approval of the City with regard to location, height, type and other pertinent aspects. However, location of any pole or wire-holding structure of the Grantee shall not be a vested interest and such poles or structures shall be removed or modified by the Grantee at its own expense whenever the City determines that public convenience would be enhanced thereby.

(2) Where poles or other wire-holding structures of any public utility company are available for use by the Grantee, the City may require the Grantee to use such poles and structures if the permission and consent of such public utility company may be obtained by the Grantee and if the terms of the use available to the Grantee are just and reasonable.

(3) Where a public utility serving the City desires to make use of the poles or other wire-holding structures of the Grantee, but agreement therefor with the Grantee cannot be reached, the City may require the Grantee to permit such use for such consideration and upon such terms as the Council shall determine to be just and reasonable, if the use will enhance the public convenience and if it would not unduly interfere with the Grantee's operation.

(4) Where City owned utility poles are available for use of the Grantee, the Grantee shall pay the City the same pole rental per annum as paid by the Grantee for the use of poles owned by public utilities.

Section 8. System Construction and Extension.

(a) The Grantee is hereby authorized to extend the system within the franchise area to the extent that such extension is or may become technically and economically feasible.

(b) Whenever the Grantee shall have received written requests for service from at least ten (10) subscribers within 1625 cable meters (5280 cable feet) of its aerial trunk cable, or from at least fifteen (15) subscribers with 1625 cable meters (5280 cable feet) of its underground trunk cable, it shall extend its system to such subscribers solely for the usual connection and service fees for all subscribers.

The 1625 meters shall be measured in extension length of Grantee's cable required for service located within the public way or easement and shall not include length of necessary drop to the subscriber's home or premises.

(c) No person in the Grantee's service area shall be arbitrarily refused service; but in recognition of the capital costs involved in unusual circumstances, including, without limitation, instances when the distance from distribution cable to connection of service to subscribers is more than 45 meters (150 cable feet) or when a subscriber density exists less than the density specified hereinabove, service may be made available on the basis of costs of materials, labor and easements, in order to prevent inequitable burdens on cable subscribers in more densely populated area.

(d) For all residential structures hereinafter erected which are to be served by underground utilities, the developer of the subdivision or development may acquire CATV service for this development under the following conditions; but otherwise the Grantee shall not be obligated to construct CATV system in such new development: Developer shall perform all trenching and backfilling necessary for the provision of cable television service, including furnishing of any imported backfill material required, and will furnish and install for the Grantee any necessary distribution conduit and substructures, including pedestals, required in accordance with the Grantee's plans and specifications.

In addition to providing plans and specifications to the developer, the Grantee shall inspect the facilities required hereunder, and certify to the City prior to final approval of the subdivision or development that the facilities required herein are properly installed. The City shall have the right to review and require its approval of the maps and specifications provided by the Grantee. The cost of the portion of an extension to a subdivision or development from the Grantee's existing facilities in excess of 60 meters (200 feet) outside the boundaries of the subdivision or development shall be borne by the developer. Facilities installed hereunder shall be owned, operated, and maintained by Grantee.

Section 9. Rates and Fees of Subscribers: Grantee shall be entitled to charge each customer a rate and/or fee as listed in Exhibit "A".

Rates may be altered or raised by Grantee only with permission of the Grantor. Said rates may be altered or raised by resolution rather than by ordinance. Any rate increase would require that Grantee give notice of its intentions thereof to the Grantor and said increases would be in effect sixty (60) days thereafter if Grantor does not disapprove. Should Grantor disapprove the requested increase, Grantee shall be allowed a public hearing before the Grantor regarding the matter, after which Grantor shall reconsider the increase.

Section 10. Annual Financial Report. On or before April 15 of each calendar year during the term of this franchise the Grantee shall file with the City a financial statement of its revenues during the preceding year. Such statement shall be prepared in conformance with generally accepted accounting practices by a certified public accountant.

Section 11. Preferential or Discriminatory Practices Prohibited:

The Grantee shall not, as to rates, charges, service facilities, rules, regulations, or in any other respect, make or grant any preference or advantage to any person, nor subject any person to any prejudice or disadvantage, provided, that nothing in this franchise shall be deemed to prohibit the establishment of a graduated scale of charges and classified rate schedule to which any customer coming within such classification would be entitled.

Section 12. Company Liability-Indemnification: It is expressly

understood and agreed by and between the Grantee and the City that the Grantee shall save the City harmless from all loss sustained by the City by reason of any suit, judgment, execution, claim, or demand resulting from the construction, operation or maintenance by the Grantee of its television system in the City, including, but not limited to, reasonable attorneys fees and costs incurred by the City as a result of any such suit, judgment, execution, claim or demand. The Grantee shall, concurrently with the filing of an acceptance of award of the franchise granted under this ordinance, file with the City Clerk, and at all times thereafter maintain in full force and effect for the term of such franchise or renewal thereof, at Grantee's sole expense, a general comprehensive liability insurance policy, in protection of the City, its officers, boards, commissions, agents, and employees, in a company authorized to do business in the State of Idaho, and in a form satisfactory to the City Attorney, protecting the City and all persons against liability for loss or damage for personal injury, death and property damage, occasioned by the operations of Grantee under such franchise in the minimum amount of:

\$250,000.00 for property damage to any person.

\$500,000.00 for property damage in any one occurrence.

\$500,000.00 for personal injury to any one person.

\$1,000,000.00 for personal injury in any one occurrence.

Section 13. Operational Standards and Capabilities: The CATV System

shall be installed, operated and maintained in accordance with reasonable standards of the industry and with the minimum standards set by the applicable rules and regulations of the Federal Communications Commission. The System shall have the capability of providing the channels described in Exhibit "B" attached hereto.

Section 14. Time of Construction: Grantee shall commence construction

of the Cable TV System no later than six (6) months from the effective date of this franchise, and shall have enough construction completed within the city limits within six (6) months of commencement so that service can be provided to 80% of the potential subscribers within the city limits.

In the event that the Grantee does not perform according to the provisions of this ordinance, The City shall give written notice of the particular items wherein the Grantee has failed to perform and Grantee is hereby given a period of sixty (60) days to correct the defaults of which the notice complains.

If no correction is made during said period the Grantor may, at its discretion, assess a penalty of \$25.00 per day until such default is corrected, or may repeal this ordinance. Provided, however, that the Grantee may petition the Grantor for an extension of time to comply for good cause shown. The determination of what constitutes good cause shall be determined by the Grantor and the decision of said Grantor shall be accepted as final.

Section 15. Extension Policy: The Grantor shall grant reasonable extensions referred to in Section 16, in the event of strikes, floods, fire, acts of God, force majeure, labor disputes, unavailability of building materials beyond the control of the Grantee, or any other cause beyond the control of the Grantee.

Section 16. Service to Schools: The Grantee shall provide one service connection to state accredited public and parochial schools within the City for educational purposes upon request by the City at no cost to it or the school.

Section 17. Duration and Conditions for Acceptance of Franchise. The Franchise and all rights and privileges and authority hereby granted shall take effect and be in force from and after final passage hereof, as provided by law, and shall continue in force and effect for a term of 20 years, provided that, within thirty (30) days after the date of passage of this ordinance the Grantee shall file with the City Clerk, in writing, duly executed by the proper officials, its unconditional acceptance of this franchise.

Section 18. Limitations of Franchise: This franchise shall be a privilege to be held in personal trust by the original Grantee. It cannot in any event be sold, transferred, leased, assigned or disposed of, in whole or in part, either by forced or involuntary sale, merger, consolidation or otherwise, without prior written consent of the Grantor expressed by resolution, unless the Grantee maintains a controlling interest in said franchise.

Section 19. Separability: If any section, sentence, clause or phrase of this ordinance or any part thereof is for any reason found to be unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance or any part thereof.

Section 20. Miscellaneous Provisions:

(1) Time is of the essence of this franchise. The Grantee shall not be relieved of its obligations to comply promptly with any of the provisions of this ordinance by any failure of the City to enforce prompt compliance.

(2) The Grantee shall have no recourse against the City for any loss, cost, expenses or damage arising out of any provisions or requirements of this ordinance or its enforcements.

(3) The Grantee shall maintain a toll free telephone listing in the City of Payette in order that CATV maintenance service shall be promptly available to all subscribers. Complaints occurring at other than regular working hours may

be made to a separate telephone maintained for that purpose, which shall be listed in the telephone directory, or the same telephone number may be used at the option of the Grantee. All complaints and inquiries will be investigated and responded to or acted upon within twelve (12) hours. The Grantee shall maintain a maintenance service log indicating the date and time complaints are received and resolved and the nature of the complaint and resolution. This record shall be made available for reasonable inspection by the Grantor.

(4) The Grantee shall not repair, maintain, sell or recommend any television or radio equipment or recommend radio and television repairmen. Any work done to subscriber sets shall be performed by repairmen other than employees of the Grantee. The Grantee is prohibited from inducing subscribers to remove their presently installed television antennas.

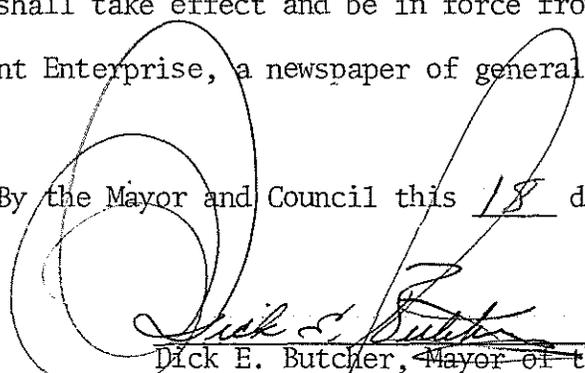
Section 21. Payments to the City: The Grantee shall pay to the City semiannually, an amount equal to three (3%) percent of gross income from subscribers residing within the City. Payments shall be made on or before January 31st and July 31st of each year. The payment due January 31st shall represent all gross income received from the period July 1st through December 31st, immediately preceding said payment date and the payment due July 31st, shall represent all gross income received from the period January 1st through June 30th, immediately preceding said payment date.

Section 22. Publication Costs: The Grantee shall assume and pay all publication costs in connection with the adoption of CATV ordinance and the granting of a franchise as required by Idaho Code, Section 50-329. A statement for all costs shall be prepared by the City Treasurer and presented to the Grantee upon filing its acceptance with the City Clerk.

Section 23. This Ordinance, shall be in force and effect on the 1st day after its passage, approval and publication.

That this Ordinance shall take effect and be in force from and after its publication in the Independent Enterprise, a newspaper of general circulation in the City of Payette, Idaho.

PASSED and APPROVED By the Mayor and Council this 18 day of August, 1980.


Dick E. Butcher, Mayor of the City of Payette, Idaho


Barbara A. Millard, Clerk of the City of Payette, Idaho

I. Single Residential Standard Rates and Charges

A. Installation Charges

(1) Residential or Commercial

(a) Primary television outlet, normal installation.	\$20.00
(b) Reconnection of existing primary installation.	\$15.00
(c) Additional installation at same location	
1. Additional outlet installed at same time as primary service.	\$ 7.50
2. Additional outlet installed at different time than primary service.	\$10.00
(d) Terminal deposit (Refunded upon safe return of terminal)	\$10.00

B. Monthly Rates

(1) First TV, Radio or Commercial Outlet	\$ 9.95
(a) Additional TV outlets (each)	\$ 4.40
(b) Additional radio outlets (each)	\$ 2.50
(2) TV Dealer of licensed service shop - one outlet	Free

II. Multiple Dwelling Unit Rates - Contained within one Structure or a group of structures located in one complex when all units are to be served and where all charges are billed to one customer.

A. Installation Charges

Time & Material at Cost

B. Monthly Rates - Per TV outlet according to the following schedule:

(1) Up to 49 (Each)	\$ 7.50
(2) 50 through 99 (Each)	\$ 7.25
(3) 100 and over (Each)	\$ 7.00

III. City Government and Educational Institution Rates

One Connection at each department/building Free

IV. Premium Television Service-Per Channel

A. Installation Charge	\$20.00
Installed at time of basic service connection	\$15.00
B. Monthly Service	\$ 9.95
C. Monthly Subscription to Guide	\$.15

V. Lost or Damaged Terminal

- A. The company will charge subscribers not more than \$25 for the repair of a terminal damaged through the neglect or abuse by subscriber - normal wear excepted.
- B. The company will charge subscriber not more than \$200 for the replacement of a lost, stolen or destroyed terminal.

VI. Miscellaneous Charges and Credits

- A. Late Fee - If payment is not received by date shown on subscriber's statement 5% of balance
- B. Returned Check \$ 5.00
- C. Collection Fee - In the event the company has ordered disconnection for non-payment of subscriber charges and serviceman receives payment in full of outstanding balance prior to termination of service. \$10.00
- D. Unwarranted Service Calls - In the event a serviceman is called to a subscriber's home and can show that complaint is not related to cable TV service. \$10.00
- E. Prepayment of 1 Year's Service Charges 10% Full Credit
- F. Move Outlet \$ 7.50

EXHIBIT "B" TO PAYETTE CITY ORDINANCE NUMBER #916

Channels to include the following as a guide to a standard program format for Payette City Residents.

1. A.B.C.
2. C.B.S.
3. N.B.C.
4. P.B.S.
5. W.T.B.S. (Atlanta)
6. Madison Square Garden
7. Colliope
8. W.G.N.
9. A.P. or U.P.I. News
10. Weather
11. Christian Broadcast Network
12. H.B.O. or Showtime
13. P.T.L.
14. Nichelodion
15. E.S.P.N.
16. C.N.N.

ORDINANCE NO. 916

AN ORDINANCE GRANTING TO J. D. CABLE TELEVISION COMPANY, A NON-EXCLUSIVE FRANCHISE TO OPERATE AND MAINTAIN A TELEVISION SYSTEM IN THE CITY OF PAYETTE, FOR THE PURPOSE OF INTERCEPTION, SALE AND DISTRIBUTION OF TELEVISION AND RADIO SIGNALS TO THE INHABITANTS OF SAID CITY; IMPOSING COMPLIANCE WITH LAWS AND ORDINANCES; AUTHORIZING A GRANT OF AUTHORITY; SPECIFYING GRANTEE RULES AND SERVICE STANDARDS; PROVIDING FOR CITY RIGHTS IN SAID FRANCHISE; SPECIFYING CONDITIONS ON STREET OCCUPANCY AND USE; PROVIDING FOR THE ERECTION, REMOVAL AND COMMON USE OF POLES; SPECIFYING PAYMENTS TO SAID CITY; PROVIDING FOR RATES AND FEES OF SUBSCRIBERS; SPECIFYING ANNUAL FINANCIAL REPORT AND RATE REVIEW; PRESCRIBING THAT PREFERENTIAL OR DISCRIMINATORY PRACTICES BE PROHIBITED; REQUIRING COMPANY LIABILITY AND INDEMNIFICATION; SETTING FORTH AN EXTENSION POLICY; REQUIRING SERVICE TO SCHOOLS; SPECIFYING THE DURATION AND CONDITIONS FOR THE ACCEPTANCE OF FRANCHISE; PROVIDING FOR LIMITATIONS OF SAID FRANCHISE; PROVIDING FOR SEPARABILITY; SETTING FORTH MISCELLANEOUS PROVISIONS; AND THE REQUIREMENT FOR PAYMENT OF PUBLICATION COSTS.

The above title of Ordinance #916 summarizes the context of said ordinance. The full text of said ordinance is on file in the City Clerk's Office and is available for public inspection.

THIS ORDINANCE was PASSED and APPROVED by the Mayor and Council of the City of Payette on August 18, 1980.

/s/ Dick E. Butcher
Dick E. Butcher, Mayor

ATTEST: /s/ Barbara A. Millard
City Clerk

I, Stephen C. Batt, City Attorney for the City of Payette, Idaho, do hereby certify that the above document is a summary of Ordinance No. 916, and that it serves as adequate notice to the public.

Stephen C. Batt
Stephen C. Batt
City Attorney