### MASTER ORDINANCE

Repeating 2093 Ord 2093 (Sec. 7.12, 24) ord. 3107 amended by ord. 3

# ORDINANCE 3107

AN ORDINANCE of the City of Kent, Washington, relating to cable television communications regulations, repealing Ordinance 2093 and establishing new conditions, requirements, obligations and duties of construction, maintenance and operation of cable communication systems as may be authorized under franchise with the City.

#### TABLE OF CONTENTS

Kent Code <u>Section</u>	Section Heading	<u>Page</u>
7.12.010	Short Title	
7.12.020	Purpose	
7.12.030	Definitions	
7.12.040	Franchise to Install and Operate	
7.12.050	Police Powers	
7.12.060	Application	9
7.12.070	Public Hearing on Application	11
7.12.080	Considerations at Public Hearing	
7.12.090	Council Determinations	
7.12.100	Procedure for Renewal of Franchise	
7.12.110	Transfer of Ownership	15
7.12.120	Acceptance of Franchise	16
7.12.130	Bonds	
7.12.140	Franchise Fee	
7.12.150	Franchise Costs	
7.12.160	Indemnity	17
7.12.170	Insurance	18
7.12.180	Franchisee's Obligations to the Public	19
7.12.190	City's Right to Make Improvements	20
7.12.200	Permits Required	21
7.12.210	Compliance	26
7.12.220	Customer Service	26
7.12.230	Telephone Response	
7.12.240	Rates	29
7.12.250	Senior Citizen Discount	
7.12.260	Cable Availability	30
7.12.270	Extraordinary Installation	30
7.12.280	Distribution Line Extension Charges	31
7.12.290	Nondiscrimination	31
7.12.300	Programming	
7.12.310	Technical Standards	32

### TABLE OF CONTENTS

Kent Code Section	Section Heading	<u>Page</u>
7.12.320 7.12.330 7.12.340 7.12.350 7.12.360 7.12.370 7.12.380 7.12.390 7.12.400 7.12.410 7.12.420 7.12.420 7.12.450 7.12.450 7.12.450 7.12.460 7.12.470	Preventive Maintenance.  Parental Control Devices.  Equalization of Civic Contributions Subordinate to City.  Obligation to Comply Promptly.  Transfer of Powers.  No Recourse Against City.  Subsequent Action.  Modification by Franchisee.  Cable System Evaluation.  Record Inspection.  Reports.  Termination and Revocation.  Remedies to Enforce Compliance.  Interpretation.  Effect on Prior Franchises.	33 34 34 35 35 35 36 37 37 39
7.12.480	Incorporation by Reference	40

Appendix "A" - Customer Service Standards

ORDINANCE	
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AN ORDINANCE of the City of Kent, Washington, relating to cable television communications regulations, repealing Ordinance 2093 and establishing new conditions, requirements, obligations and duties of construction, maintenance and operation of cable communication systems as may be authorized under franchise with the City.

THE CITY COUNCIL OF THE CITY OF KENT, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

### Section 1: Repealer.

Ordinance 2093 of the City of Kent, Washington, adopted 5/19/78 (enacting Chapter 7.12 of the Kent City Code), regulating the construction, maintenance and operation of a cable communications system within the City of Kent, establishing and defining terms, conditions, rates and charges, requirements, obligations and duties and setting forth penalties is hereby repealed.

<u>Section 2:</u> The following new Chapter 7.12 shall be added to the Kent City Code:

#### Sec. 7.12.010. Short Title.

This Ordinance shall constitute the "Cable Communications Ordinance" of the City and may be referred to as such.

#### Sec. 7.12.020. Purpose.

It is the purpose of this Ordinance to regulate in the public interest the operation of cable communications systems and their use of the public streets by establishing procedures for the granting and termination of franchises, by prescribing rights and duties of operators and users of cable communications systems, and by providing generally for cable communications service to the citizens of Kent.

#### Sec. 7.12.030. Definitions.

For the purposes of this Ordinance, the following terms, phrases, words, abbreviations and their derivations shall have the meaning given in this section. When not inconsistent with the context, words used in the present tense shall include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

- A. "Access Channels". Those channels designated and maintained by a cable communications system for programming not originated or procured by the system, including, but not limited to, local government, educational and public access channels.
- B. "The Act". The Cable Television Consumer Protection and Competition Act of 1992, and any subsequent amendments.

CATY Master Ord. - Page 2 of 41

- C. "Addressability". The ability of a system allowing a franchisee to authorize by remote control customer terminals to receive, change or to cancel any or all specified programming.
- D. "Affiliate". A condition of being united, being in close connection, allied, or attached as a member or branch.
- E. "Applicant". Any person or entity that applies for a franchise.
- F. "Basic Services". Those broadcast and non-broadcast services provided by the cable Franchisee at the lowest monthly charge as defined by The Act or rules now or subsequently adopted by the FCC.
- G. "Cable Services", "Cable Communications System", or "CATV System". These words are used interchangeably for the purpose of this Ordinance and are terms describing a system employing antennae, microwave, wires, wave-guides, coaxial cables or other conductors, equipment, or facilities designed, constructed or used for the purpose of:
  - Collecting and amplifying local and distant broadcast, television, or radio signals and distributing and transmitting them;
  - 2. Transmitting original cablecast programming not received through television broadcast signals;
  - 3. Transmitting television pictures, film and videotape programs not received through broadcast television signals, whether or not encoded or processed to permit reception by only selected receivers; and
  - Transmitting and receiving all other signals;
     digital, voice and audio-visual.

- H. "Channel". A single path or section of the spectrum which carries a television signal.
- I. "Character Generator". A device used to generate alpha-numerical programming to be cablecast on a cable channel.
- J. "City". The City of Kent, a municipal corporation of the State of Washington, in its present incorporated form or in any later reorganized, consolidated, enlarged or reincorporated form.
- K. "Council". The City Council of the City of Kent or any future body constituting the legislative body of the City.
- L. "Data Communications". Either (i) the movement of encoded information by means of electrical or electronic transmission systems or (ii) the transmission of data from one point to another over communications channels.
- M. "Dwelling Units". Residential living facilities as distinguished from temporary lodging facilities such as hotel and motel rooms and dormitories, and includes single family residential units and individual apartments, condominium units, mobile homes within mobile home parks, and other multiple family residential units.
- N. "FCC". The Federal Communications Commission, a regulatory agency of the United States Government.
- O. "Franchise". The authorization granted under this Ordinance in terms of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a cable communications system within all or a specified area in the City. This term, under any such authorization in whatever form granted, shall not mean and does not include any license or permit required by other laws, ordinances or rules of the City for the privilege of

transacting and carrying on a business within the City, or for construction, reconstruction, repair, maintenance or use on, over or under any public rights-of-way.

- P. "Franchise Agreement". A document entered into between the City and a franchisee that sets forth the terms and conditions under which the franchise will be exercised.
- Q. "Franchisee". Any person, firm or corporation granted a franchise by the City under this Ordinance and the lawful successor, transferee or assignee of such person, firm or corporation.
- R. "Gross Revenues". Any and all receipts and revenues received directly or indirectly from all sources other than transactions related to real property receipts by a franchisee not including any taxes on services furnished by a franchisee, imposed on any subscriber or used by any governmental unit, agency or instrumentality and collected by a franchisee for such entity, provided also that net uncollectible debts are not considered as revenue under this definition.
- S. "High Definition Television (HDTV)". A television system that will provide sharper picture definition than the current U.S. Standards, 525 lines per frame.
- T. "Headend". The electronic equipment located at the start of a cable system, usually including antennas, preamplifiers, frequency converters, demodulators and related equipment.
- U. "Insertion Point(s)". Location(s) where institutional programming can be initiated for distribution throughout the secured portion of the subscriber network.

- V. "Installation". The connection of the system from feeder cable to subscribers' terminals.
- W. "Institutional Services". A cable system designated principally for the provision of non-entertainment services to schools, public agencies or other non-profit agencies, separate and distinct from the subscriber network, or on secured channels of the subscriber network.
- X. "Interactive Services". Services provided to subscribers where the subscriber either (i) both receives information consisting of either television or other signals and transmits signals generated by the subscriber or equipment under his/her control for the purpose of selecting what information shall be transmitted to the subscriber or for any other purpose; or (ii) transmits signals to any other location for any purpose.
- Y. "Interconnect". The sharing of video, audio and/or data transmissions between two or more cable systems, institutional networks and/or users.
  - Z. "NCTA". The National Cable Television Association.
- AA. "Operator". The person, firm or corporation to whom a franchise is granted pursuant to the provisions of this Ordinance:
- BB. "Person". Any natural person and all domestic and foreign corporations, associations, syndicates, joint stock corporations, partnerships of every kind, clubs, business and common law trusts and societies.
- CC. "Premium Services". Programming over and above the basic services provided by a franchisee, for which there is an additional charge.

- DD. "Property of Franchisee". All property owned, installed or used by a franchisee in the conduct of its business in the City under the authority of a franchise granted pursuant to this Ordinance.
- EE. "Proposal". The response, by a person, entity or corporation, to a request by the City regarding the provision of cable services; or an unsolicited plan submitted by an individual or organization seeking to provide cable services in the City.
- FF. "Public Way" or "Street". The surface, the air space above the surface and the area below the surface of any public street, including, but not limited to, any public alley, boulevard, drive, right-of-way or sidewalk under the jurisdiction of the City.
- GG. "Subscriber". A person or entity receiving for consideration, direct or indirect, any service of a franchisee's cable communications system.

# Sec. 7.12.040. Franchise to Install and Operate.

- A. Authority to Grant Franchise. The Council may grant a non-exclusive franchise for all or any defined portion of the City. The service area shall be the entire area defined in a Franchise Agreement between the City and a franchisee. The initial service area shall be that portion of the Franchise Area scheduled to receive initial service, as stated in the Franchise Agreement.
- B. Grant. In the event that the Council shall grant to a franchisee a nonexclusive, revocable franchise to construct, operate, maintain and reconstruct a cable communications system within the Franchise Area, or renew an existing franchise, said franchise shall constitute both a right and an obligation to provide the services of a cable communications

system as required by the provisions of this Ordinance and the Franchise Agreement. The Franchise Agreement shall include those provisions of a franchisee's Application for Franchise that are finally negotiated and accepted by the Council and a franchisee.

Any franchise granted under the terms and conditions contained herein shall be consistent with federal, state and local laws and regulations. In the event of conflict between the terms and conditions of the franchise and law or statutory requirements, the law or statutory requirements shall control.

Any franchise granted is hereby made subject to the general ordinance provisions now in effect or hereafter made effective. Nothing in the franchise shall be deemed to waive the requirements of other codes and ordinances of the City with regard to permits, fees to be paid or manner of construction.

- C. <u>Franchise Required</u>. No cable communications system shall be allowed to occupy or use the streets in the Franchise Area or be allowed to operate unless the City has granted a franchise for such system in accordance with the provisions of this Ordinance.
- D. <u>Establishment of Franchise Requirements</u>. The City may establish requirements reflecting changing technology, economic or legal issues as appropriate that may affect a new or renewal franchise at such time that these applications are received.
- E. <u>Duration</u>. The term of any new franchise and all rights, privileges, obligations and restrictions pertaining thereto shall be as established in the Franchise Agreement, unless terminated sooner as hereinafter provided.

Franchise Nonexclusive. Any franchise granted shall be nonexclusive. The City specifically reserves the right to grant, at any time, such additional franchises for a cable communications system as it deems appropriate, provided however, that such additional grants shall not operate to materially modify, revoke, or terminate any rights previously granted to any Franchisee.

# Sec. 7.12.050. Police Powers.

Nothing in this ordinance or in any agreement awarding a franchise in accordance herewith shall be construed as an abrogation by the City of any of its police powers.

# Sec. 7.12.060. Application.

Each application for the granting of an initial franchise to construct, operate or maintain any cable communications system in the City shall be filed with the City Clerk, be accompanied by a non-refundable processing fee in an amount to be determined by the City and shall also contain or be accompanied by the following information:

- A. The name, address and telephone number of the applicant;
- B. A detailed statement of the corporate or other business entity organization of the applicant, including but not limited to, the following and to whatever extent may reasonably be required by the City:
  - The names, residence and business addresses of all officers and directors of the applicant;
  - 2. The names and addresses of all persons having, controlling or being entitled to have or control five percent (5%) or more of the ownership of the

- applicant, either directly or indirectly, and the respective ownership share of each such person;
- 3. A detailed description of all previous experience of the applicant or the owners of the applicant in providing cable communications and in related or similar fields;
- 4. A detailed and complete recent financial statement prepared by or under the supervision of certified public accountants, and of any corporation owning a majority or more of the voting stock of the applicant;
- 5. A detailed financial plan showing the financial resources required to construct and operate the proposed system, together with satisfactory evidence of the availability to applicant of funding requirements in excess of applicant's own cash resources not otherwise committed:
- C. A detailed statement of the proposed plan of operation of the applicant, which shall include:
  - A statement of the area proposed to be served by cable and a proposed time schedule, not in conflict with this Ordinance, for installation of all equipment necessary to complete energization throughout the entire service area;
  - 2. A statement or schedule setting forth all proposed classifications of rates and charges to be made against subscribers and all rates and charges as to each of the classifications including installation charges and service charges, which shall remain in effect for not less than twelve (12) months following the grant of franchise; provided that a franchisee by this requirement shall not be

precluded from initiating a rate revision prior to the twelfth month, to be effective thereafter;

- 3. A detailed, informative and referenced statement describing the actual equipment and operational standards proposed by the applicant, including when applicable administrative and technical procedures for interconnection of access channels and for safeguarding the privacy of return signals will be installed. In no event shall the operational and performance standards be less than those contained in the rules of the FCC;
- A copy of any agreement proposed to be entered into between the applicant and any subscriber;
- 5. A statement setting forth the substance of, and names of persons party to, all agreements existing or proposed between the applicant and any other person which materially relate to or depend upon the granting of the franchise;
- D. A copy of any agreement with respect to the Franchise Area existing between the applicant and any public utility providing for the use of any facilities of the public utility; and
- E. Any other reasonable information requested by the City, or its designee, or required by any provision of any other ordinance of the City, or deemed pertinent by the applicant.

# Sec. 7.12.070. Public Hearing on Application.

The Council shall, upon receipt of an application for a franchise under this Ordinance, promptly schedule a public hearing upon the application before the City Council, and the City Clerk shall publish notice thereof in a newspaper of general circulation

within the City at least once a week for each of the two (2) weeks preceding such hearing, provided that no two (2) or more applications shall be considered at any one hearing except by consent of the applicants. The notice shall state the name of each proposed franchisee for each cable district and the place where applications and relevant material are available to the public, and shall set forth the day, hour and place when and where any interested person may file written comments pertaining thereto and/or appear before the Council and be heard.

# Sec. 7.12.080. Considerations at Public Hearing.

At the hearing so scheduled or any adjournments thereof, all citizens and other interested parties shall have an opportunity to express their views orally or in writing to the Council, and the Council shall consider all the views expressed at the public hearing in determining its action upon each franchise application. Written comments, if responsive to written or oral statements of any person filed or made at the hearing, but not otherwise, shall be received up to the conclusion of the fifth (5th) business day following the conclusion of the hearing, and be considered by the Council. The Council shall also give due consideration to:

- A. The quality of the service proposed;
- B. The experience, character, background and financial responsibility of each applicant and its management and owners;
- C. The financial and commercial interests of the applicant, and whether there exists an actual or potential conflict of interest with the interests of the City;
- D. The technical and performance quality of equipment;

- E. The program proposed for construction; and
- F. The applicant's ability to meet construction a physical requirements and to abide by the terms and requirements of the franchise generally.

In awarding a franchise, the Council shall also assure that access to cable service is not denied to any group of potential residential cable subscribers because of the income of the residents of the local area in which such group resides.

# Sec. 7.12.090. Council Determinations - Rejection or Further Consideration of Application.

- A. The applicant shall be afforded full opportunity to participate in the hearing, including the right to introduce evidence, to require the production of evidence, and to question witnesses.
- B. At the completion of the hearing, the Council shall state its reasons for granting or denying the application, based upon the record of such proceeding, and shall communicate its decision to the applicant.

# Sec. 7.12.100. Procedure for Renewal of Franchise.

The procedure for granting any franchise other than those contemplated by Section 7.12.060 and for renewing any franchise granted pursuant to this Ordinance shall be as follows:

A. Upon receipt of any application for the granting or renewal of such a franchise, the Council shall schedule a public hearing and cause notice thereof to be published at least once a week for each of two (2) weeks preceding the hearing in the newspaper of general circulation

within the City, which notice shall contain the same information as described in Section 7.12.070.

- B. The Council shall consider public testimony and comment in the same manner as set forth in Section 7.12.080, but shall instead consider the following as criteria for granting or denying any franchise renewal:
  - Whether the applicant has substantially complied with the material terms of the existing franchise and with applicable law;
  - 2. Whether the quality of the applicant's service, including signal quality, response to consumer complaints and billing practices, but without regard to the mix, quality, or level of cable services or other services provided over the system, has been reasonable in light of community needs;
  - 3. Whether the applicant has the financial, legal and technical ability to provide the services, facilities and equipment as set forth in the operator's proposal or application; and
  - 4. Whether the applicant's proposal is reasonable to meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.
  - C. In any hearing for a franchise renewal, the applicant shall be afforded fair opportunity for full participation, including the right to introduce evidence, to require the production of evidence, and to question witnesses.
  - D. At the completion of a proceeding under this section, the Council shall state its reasons for granting or denying

the application for renewal based upon the record of such proceeding, and shall communicate its decision to the applicant.

### Sec. 7.12.110. Transfer of Ownership.

A franchisee's right, title, or interest in the Franchise shall not be sold transferred, assigned, or otherwise encumbered, other than to an Affiliate, without the prior consent of the Franchising Authority, such consent not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by other hypothecation, or by assignment of any rights, title, or interest of the franchisee in the Franchise or Cable System in order to secure indebtedness. Approval shall not be required for mortgaging purposes provided that the collateral does not specifically affect the assets of this franchise, or if the said transfer is from a franchisee to another person or entity controlling, controlled by, or under common control with a franchisee.

In any transfer of a franchise requiring City approval, the applicant must show technical ability, financial capability, legal and general qualifications as determined by the City. Applicant must agree to comply with all provisions of the franchise. Costs associated with the transfer process shall be reimbursed to the City.

An assignment of a franchise shall be deemed to occur if there is an actual change in control or where ownership of fifty percent (50%) or more of the beneficial interests, singly or collectively, are obtained by other parties. The word "control" as used herein is not limited to majority stock ownership only, but includes actual working control in whatever manner exercised.

Regardless of the circumstances, a franchisee shall promptly notify the City prior to any proposed change, transfer, or acquisition by any other party of a franchisee's company. In the

event that the City adopts a resolution denying its consent, and such change, transfer or acquisition of control has been effected, the City may cancel the franchise.

## Sec. 7.12.120. Acceptance of Franchise.

- A. No franchise granted under this Ordinance shall become effective for any purpose unless and until a franchisee has filed an acceptance in writing. Such written acceptance, which shall be in form and substance approved by the City Attorney, shall also be and operate as an acceptance of each and every term, condition and limitation contained in this Ordinance or in such franchise.
- B. The written acceptance shall be filed by a franchisee not later than sixty (60) days following the effective date of the ordinance granting such franchise.
- C. In the case of the failure to file such written acceptance as required by this section, a franchisee shall be deemed to have rejected and repudiated the franchise and the City may invite and thereafter receive applications from persons desiring to serve the subject area.

#### Sec. 7.12.130. Bonds.

A franchisee shall promptly repair or cause to be repaired any damage to City property caused by a franchisee or any agent of a franchisee. A franchisee shall comply with all present and future ordinances and regulations regarding excavation or construction and, if deemed necessary by the City, shall be required to post a performance bond or other surety acceptable to the City in an amount specified by the City in favor of the City warranting that all restoration work will be done promptly and in a workmanlike

manner and that penalties, if any, after final adjudication are paid to the City within ninety (90) days of such finding.

#### Sec. 7.12.140. Franchise Fee.

A franchisee shall make payment to the City on a quarterly basis (on or before the thirtieth (30th) day of each January, April, July and October), in a sum equal to five percent (5%) of the franchisee's gross revenues from the operation of the cable system. The City may raise the franchise fee, if so permitted by Federal and/or State law. Prior to implementation of any increase in franchise fees, the Operator may request a public hearing by the City Council to discuss said increases. Following such a hearing the City Council may amend or confirm such increases. The City shall have the right, upon reasonable advance notice, to inspect the books of a franchisee for this purpose, during normal business hours.

#### Sec. 7.12.150. Franchise Costs.

A franchisee shall pay to the City upon acceptance of any franchise granted hereunder, the City's out-of-pocket costs associated with the franchising process. The City shall provide the franchisee an itemization of its anticipated costs. Such payment is not deductible or considered in lieu of franchise fee payments. Payment is due within thirty (30) days of acceptance of any franchise granted under this Ordinance.

#### Sec. 7.12.160. Indemnity.

By acceptance of a franchise granted pursuant to this Ordinance and the rights and privileges thereby granted, a franchisee shall covenant and agree with the City for itself, its successors and assigns, to at all times, defend, indemnify and hold harmless the City, its officers, officials, employees and agents

CATV Master Ord. - Page 17 of 41

from any and all claims, actions, suits, liability, loss, cost, 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 defend at its own cost and expense, any action instituted or begun against the City for damages by reason of a franchisee's construction, reconstruction, readjustment, repair, maintenance, operation or use of the streets of the City, or any act(s) or omission(s) of a franchisee, its successors or assigns, exercising any privilege conferred by this Ordinance or by such franchise; provided, however, that in the event any such claim, action, suit or demand be presented to or filed with the City or any court having jurisdiction, the City shall notify franchisee thereof, and the franchisee shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand, or to defend the same at its sole cost and expense, by attorneys of its own decision.

In case judgment shall be rendered against the City in any such suit or action, each party shall fully satisfy such judgment to the extent of its comparative fault within ninety (90) days after such action or suit shall have been finally determined, if determined adversely to either party.

### Sec. 7.12.170. Insurance.

So long as a franchisee shall possess any right or privilege granted pursuant to this Ordinance or franchise, and before the commencement of any work thereunder, a franchisee shall deliver to the Director of Public Works for filing with the City Clerk, a certificate of insurance showing that it has procured and is maintaining at all times a policy of public liability insurance, subject to the approval of the City Attorney naming the City as an additional insured, protecting the City against claims for injuries or death to persons or damage to property which may arise from or in connection with the performance of the franchise by a

franchisee, its agents, representatives, employees or subcontractors.

The policy of insurance shall evidence policy limits as follows:

- A. Automobile liability insurance with limits no less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage; and
- Commercial general liability insurance written on an В. occurrence basis with limits no less than One Million combined single limit Dollars (\$1,000,000.00) Million Dollars (\$2,000,000.00) occurrence and Two aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: products/completed operations; contractual; blanket explosion, collapse broad form property damage; underground (XCU); and employer's liability.

These limits are listed in 1993 dollars and shall be adjusted as necessary, but in no event less than once every five years, to adjust for inflation.

Any payment of deductible or self insured retention shall be the sole responsibility of a franchisee. Subject to the indemnification provisions of Section 7.12.160 herein, a franchisee's insurance shall be primary insurance as respects the City, and the City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

# Sec. 7.12.180. Franchisee's Obligations to the Public.

A franchisee, in the use of the public streets and rights-of-way, shall ensure that:

- A. The safety, functioning and appearance of the property and the convenience and safety of persons will not be adversely affected by the installation or construction of facilities necessary for a cable system;
- B. The cost of the installation, construction, operation or renewal of such facilities be borne by a franchisee or subscriber, or a combination of both; and
- C. The owner of property will be justly compensated by a franchisee for any damages caused by the installation, construction, operation or removal of such facilities by the cable operator.

It shall be a franchisee's sole responsibility when cable passes over or under private or publicly owned property to obtain all necessary permission from the owner thereof.

### Sec. 7.12.190. City's Right to Make Improvements.

Nothing in this Ordinance shall be construed to prevent the city or any local improvement district 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 damages resulting to a franchisee by reason of the performance of such work or by exercise of such rights by the City. This Ordinance shall not be construed so 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 the streets.

A franchisee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate or remove from any street, right-of-way or any other public place, any of its installations when so required by the City for reasons of traffic conditions or public safety, street vacations, dedications of new

rights-of-ways and the establishment and improvement thereof, freeway construction, change or establishment of street grade, or the construction of any public improvement or structure by any governmental agency acting in a governmental capacity.

The City will make its best effort and attempt to design or redesign streets, avenues, alleys, public places or ways, and other City utilities to minimize the impact thereof on a franchisee's existing facilities, including the need to require a franchisee's facilities to be relocated. Provided, however, the City shall make the final determination on the need for relocation of a franchisee's facilities.

Whenever the City determines that any of the above circumstances necessitate the relocation of a franchisee's then existing facilities, the City shall provide a franchisee with at least sixty (60) days written notice unless an emergency exists requiring such relocation, which shall be completed by a franchisee at no cost and within the time frame set by the City. Upon the franchisee's failure to complete relocation to its installations and facilities so directed, the City may remove same at a franchisee's expense.

Sec. 7.12.200. Permits Required, Terms of Use and Occupancy of Streets.

The terms and conditions of a franchisee's use and occupancy of public streets and public rights-of-way in the City shall be as follows:

A. <u>Safety Requirements</u>. A franchisee, in accordance with applicable National, State, and Local safety requirements shall, at all times, employ ordinary care and shall install and maintain and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury, or nuisance to the public.

All structures and all lines, equipment and connections in, over, under, and upon the streets, sidewalks, alleys, and public ways or places of a franchise area, wherever situated or located, shall at all times be kept and maintained in a safe, suitable condition, and in good order and repair.

The City reserves the general right to see that the system of a franchisee is constructed and maintained in a safe condition. If a violation of the National Electrical Safety Code or other applicable regulation is found to exist by the City, the City will, after discussions with a franchisee, establish a reasonable time for a franchisee to make necessary repairs. If the repairs are not made within the established time frame, the City may make the repairs itself or have them made and collect all reasonable costs thereof from a franchisee.

- B. Construction Notification. Upon application for each construction permit a franchisee will submit to the City its plan for advance notification for the proposed construction project. In the event that an emergency situation arises which precludes such advance notification, a franchisee shall subsequently inform the City of the nature of the extraordinary event and the action taken.
- C. Undergrounding. In any area of the City in which telephone, electric power wires and cables have been placed underground, a franchisee shall not be permitted to erect poles or to run or suspend wires, cables or other conductors thereon, but shall lay such wires, cables or conductors underground in such manner as is required by the City. If an ordinance is passed creating a local improvement district which involves placing

underground certain utilities including that of a franchisee which are then located overhead, a franchisee shall participate in such underground project and shall remove poles, cables and wires from the surface of the streets within such district and shall place the same underground in conformity with the requirements of the City's Public Works Director.

- D. Pole Installation and Attachment Joint Use. All poles, cables, wires, antennae, 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's Director of Public Works shall approve. A franchisee erecting or maintaining poles shall allow anyone constructing under the authority of this Ordinance and the City, joint use of its poles upon payment of a reasonable proportion of the cost of such poles installed and shall obey any order issued by the City's Director of Public Works relative to the joint use of poles.
- E. <u>Building Moving</u>. Whenever a person shall have obtained permission from the City to use any street for the purpose of moving any building, a franchisee, upon seven (7) days written notice from the City, shall raise or remove, at the expense of the permittee desiring to move the building, any of a franchisee's wires which may obstruct the removal of such building; provided, that the moving of such building shall be done in accordance with regulations and general ordinances of the City. Where more than one street is available for the moving of such building, the building shall be moved on such street as shall cause the least interference, which path of least interference shall be determined by the City's Director of Public Works.

- F. Relocation of Facilities. A franchisee shall, unless an emergency arises, upon thirty (30) days notice, at its own cost and expense, move any underground, surface or overhead construction which interferes with any local improvement district work or with any construction for public purposes authorized or ordered by the City, all as provided in Section 7.12.190.
- G. Abandonment of Facilities. A franchisee accepting a franchise under the terms of this Ordinance for the installation of ducts, utility tunnels, vaults, manholes, poles, wires or any other appurtenances, shall remove such installation when it is no longer required or used and the City's Director of the Public Works Department orders the removal thereof.
- H. Tree Trimming. Upon approval of the City's Director of Public Works, a franchisee shall have the authority to trim overhanging trees upon streets, public ways and public places in the Franchise Area so as to prevent the branches of such trees from coming into contact with a franchisee's wires and cables, and if necessary, to clear a microwave path. A franchisee shall be responsible for debris removal from such activities. At the option of the City, and with advance written notice to a franchisee, such debris removal may be done by the City or under its supervision and direction, with reasonable costs to be borne by a franchisee.
  - I. <u>Dangerous Condition</u>, <u>Authority to City to Abate</u>. Whenever a franchisee's construction, installation or excavation of facilities authorized by this Ordinance has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public places, streets, utilities or City

property, or endangers the public, the City's Public Works Director may direct a franchisee, at the franchisee's own expense, to take actions to protect the public, adjacent public places, City property or street utilities; and such action may include compliance within a prescribed time.

In the event that a franchisee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets or street utilities to maintain the lateral support thereof, or other actions regarded as necessary safety precautions; and a franchisee shall be liable to the City for the costs thereof.

- construction, After Restoration of Streets. J. installation, maintenance or repair of the facilities authorized by this Ordinance or any permit obtained by virtue of a franchise granted under this Ordinance, a franchisee shall leave all streets, avenues, highways or public places in as good and safe condition in all respects as they were before the commencement of such work by a franchisee. The City's Public Works Director shall have final approval of the condition of such completion places after public and streets construction.
- K. <u>City Expense Reimbursement</u>. Franchisee shall reimburse the City for all actual administrative expenses incurred by the City that are directly related to receiving and approving a permit or license and to inspect plans and construction. Where the City incurs actual administrative expenses for review or inspection of

activities undertaken through the authority granted in this Franchise (and which such expenses are not duplicative of expenses which are reflected in some other city-imposed charge or fee), franchisee shall pay such expenses directly to the City; provided, however, that the City shall provide franchisee notice of its estimated actual administrative expenses when those charges exceed or are estimated to exceed an average daily rate over the life of the permit equal to two times the City's regular hourly charge for review and inspection.

# Sec. 7.12.210. Compliance.

Construction, maintenance and operation of a franchisee's system including house connections, shall be in accordance with the provisions of this Ordinance and in accordance with the provisions of all other applicable codes and ordinances, including the National Electrical Code, and a franchisee shall comply with all applicable state and federal laws and the rules and regulations of the FCC relating to cable television systems.

# Sec. 7.12.220. Customer Service.

A. A franchisee shall render repair service to restore the quality of the signal at approximately the same standards existing prior to the failure or damage of the component causing the failure and make repairs promptly and interrupt service only for good cause and for the shortest time possible. Such interruptions, insofar as possible, shall be preceded by notice and shall occur during a period of minimum use of the system.

A log of all service interruptions shall be maintained and kept on file by a franchisee. The City, after two working days' notice, may inspect such logs.

- B. Installation work shall be performed in a timely manner. The franchisee shall offer a choice of morning, afternoon or late afternoon appointments, within a four (4) hour time period. If the franchisee fails to keep a scheduled appointment with a subscriber, and fails to give notice to the subscriber at least two (2) hours prior to the scheduled appointment time, the franchisee shall give a service credit to that subscriber unless failure of notice is caused by Acts of God.
- C. An employee of a franchisee shall answer and respond to all individual complaints received prior to 5:00 p.m. weekdays. A franchisee may use an answering service to receive complaints after 5:00 p.m. weekdays and on weekends and holidays and will promptly respond to any system outage affecting more than five subscribers. A copy of the instructions to the answering service by a franchisee shall be furnished to the City or its designee.
- D. A standby technician shall be on call seven (7) days a week, twenty-four (24) hours a day. A franchisee shall respond immediately to service complaints in an efficient manner.
- E. A franchisee shall maintain a sufficient repair force to respond to individual requests for repair service within forty-eight (48) hours after receipt of the complaint or request, except Saturday, Sunday and legal holidays. All complaints shall be resolved within seven (7) days. If a subscriber has notified a franchisee of an outage, no charge for the period of the outage shall be made to the subscriber if the subscriber was without service for a period exceeding twenty-four (24) hours, unless the outage was due to Acts of God, force majeure or circumstances reasonably beyond a franchisee's ability to control.

- F. A franchisee shall supply at the time of a new connection, and periodically at least once a year, the title, address, and telephone number of the City official or his/her designee, to whom system subscribers may direct their concerns.
- G. In no case will a Franchisee's service standards fall below the standards established by the NCTA which are attached herein as an Appendix A and are made a part of this Ordinance by this reference.

#### Sec. 7.12.230. Telephone Response.

A franchisee shall maintain an adequate force of customer; service representatives as well as incoming trunk lines so that telephone inquiries are met promptly and responsively. franchisee shall have in place procedures for utilization of other manpower and/or recording devices for handling the flow of telephone calls at peak periods of large outages or other major! causes of subscriber concern. A copy of such procedures and/or policies shall be made available to the City. Under normal operating conditions, telephone answer time by the franchisee, shall not exceed thirty (30) seconds, average speed of answer, and busy signals shall not occur more than three percent (3%) of the time. This requirement shall be met at least ninety percent (90%) of the time, measured over any consecutive ninety (90) day period. The franchisee shall use an answering service or be capable of receiving service complaints and system malfunction reports when the business office is closed.

In order that the City may be informed of a franchisee's success in achieving satisfactory customer relations in its telephone answering functions, a franchisee shall, upon request by the City, and routinely no less than quarterly, provide the City with a summary that will provide, at a minimum, the following:

A. Number of calls received in a reporting period;

CATV Master Ord. - Page 28 of 41

- B. Time taken to answer;
- C. Average talk time;
- D. Number of calls abandoned by the caller;
- E. Average hold time;
- F. Percentage of time all lines busy; and,
- G. An explanation of any abnormalities.

This data will be compared to minimum standards of the NCTA being incorporated herein by reference or any amendment thereto increasing such standards, and shall be monitored by the City.

Calls for service generated during periods of system outages due to emergency affecting more than 25 customers may be excluded from the service response calculations. The City shall have the sole determination as to what constitutes a system failure due to emergency and which calls shall be excluded from the service level calculations.

#### Sec. 7.12.240. Rates.

- A. Subject to Federal, State and Local law, the City may establish and regulate the rates or charges for providing cable service and establish rate regulation procedures. In the event that federal laws are subsequently enacted that would allow the City to review, regulate and establish the rate charged to a subscriber for cable services, the City may thereafter take such action.
- B. Within thirty (30) days after the grant of any franchise hereunder a franchisee shall file with the City a complete schedule of all rates to be charged to subscribers. Prior to implementation of any change in rates or charges for any service or equipment provided by a franchisee, a franchisee shall provide to the City and all subscribers a minimum of thirty (30) days' written notice of the new schedule of rates to be charged.

# Sec. 7.12.250. Sr. Citizen/Disabled Person Low Income

A franchisee shall offer a discount of thirty percent (30%) from the normal rate to subscribers for basic services and installation to those persons who are aged sixty-two (62) or older, and/or disabled, provided that such person(s) are the legal owner or lessee/tenant of their residence and that their combined disposable income from all sources does not exceed the Housing and Urban Development standards for the Seattle-Everett area for the current and preceding calendar year.

The City or its designee shall be responsible for certifying to a franchisee that such applicants conform to the specified criteria.

#### Sec. 7.12.260. Cable Availability.

Cable service shall not be denied to any group of potential; residential cable subscribers because of the income of the residents of the local area in which such group resides.

### Sec. 7.12.270. Extraordinary Installation.

All residents requesting cable service and living within one hundred fifty (150) feet of existing cable distribution lines shall have the cable installed at the prevailing published installation rate.

In the event a request is made for service and the residence is more than one hundred fifty (150) feet from an existing cable distribution line, such installation shall be completed on a time and material cost basis for that portion of the service line extending beyond one hundred fifty (150) feet.

## Sec. 7.12.280. Distribution Line Extension Charges.

Cable Service shall be available to all residents within the City provided there are at least thirty five (35) dwelling units per street mile.

In the event a request is made for service by a resident(s) living in an area not meeting such criteria, the franchisee shall enter into a contractual agreement with the resident(s) requesting service wherein the franchisee shall be reimbursed for its construction costs. Whenever any subsequent subscriber who did not contribute to the original cost of the extension connects to the extended distribution service line, that subscriber shall pay his/her pro rata share directly to the franchisee prior to obtaining cable service. The franchisee shall then promptly tender such payment to the original subscriber so long as the agreement remains in force.

Reimbursement shall be calculated on a front foot basis as a percentage of the total cost of the service line extension. Reimbursements shall be made to the original subscriber for a period of up to five (5) years or to the point when the franchisee has recovered its incremental costs to construct the distribution service line.

The franchisee shall record its contractual agreement with the original subscriber in the office of the King County Recorder before any subsequent subscriber connects to the extended service line.

### Bec. 7.12.290. Nondiscrimination.

A franchisee shall not, as to rates, charges, service facilities, rules, regulations or in any other respect, make or grant any preferences or advantage to any person nor subject any person to any prejudice or disadvantage; provided, that nothing in this Ordinance shall be deemed to prohibit the establishment of a graduated scale of charges d classified rate schedules including

discounts to senior citizens and disabled persons of low income to which any customer coming within such classification would be entitled, and provided further that connection and/or service charges may be waived or modified during promotional campaigns of a franchisee.

A franchisee will not deny access to cable communications service to any group of potential residential subscribers because of the income of the residents of the local area in which the group resides.

### Sec. 7.12.300. Programming.

For informational purposes a franchisee shall file a listing of its programming and the tiers in which they are placed. A franchisee shall consider the City's suggestions of general program categories as determined from time to time in residential questionnaire polls. The results of initial surveys will be appended to the respective franchise ordinances.

### Sec. 7.12.310. Technical Standards.

A franchisee shall comply with the following technical standards:

- A. All federal statutes, rules and regulations, including, but not limited to the FCC rules, Part 76, Subpart K, Section 76.601 through 76.610, as each may be hereafter amended;
- B. All applicable City, County, and State statutes, ordinances, rules and regulations;
- C. All applicable joint utility attachment practices;
- D. The National Electric Safety Code; ANSI C2;

CATV Master Ord. - Page 32 of 41

E. All local utility code requirements and rights-of-way procedures.

# Sec. 7.12.320. Preventive Maintenance.

A franchisee shall develop comprehensive, routine preventive maintenance programs and effectuate same in order to ensure the continued, top quality cable communications operating standards as defined and in conformance with this Ordinance and all other local, state and federal statutes, rules or regulations promulgated on the subject.

# Sec. 7.12.330. Parental Control Devices.

A franchisee will make available at its cost (including appropriate handling charges) a device by which the subscriber can prohibit viewing of a particular cable service during periods individually selected.

# Sec. 7.12.340. Equalization of Civic Contributions.

In the event of one or more franchises being granted, the City may require that such subsequent franchisees pay to the City an amount proportionally equal to franchising costs contributed by the initial franchisee. These costs may include, but are not limited to, such features as access and institutional network costs, bi-directional or equivalent cable installed to municipal buildings and similar expenses.

On the anniversary of the grant of each later awarded franchise, such franchisees shall pay to the City an amount proportional to the amount contributed by the original franchisee, based upon the amount of subscribers held by such franchisees.

Additional franchisees shall provide all PEG access channel(s) currently available to the subscribers of existing franchisees. In order to provide these access channels, additional franchisees may

interconnect, at their cost, with existing franchisees, subject to any reasonable terms and conditions that the existing franchisee providing the interconnection may require. These interconnection agreements shall be made directly between the franchisees. The city Council, in such cases of dispute over an interconnection agreement as contemplated under this Section 7.12.340, may be called upon to arbitrate the dispute.

# Sec. 7.12.350. Subordinate to City and Prior Lawful Occupancy.

Any privilege claimed under any such franchise by a franchisee in a street or other public property shall be subordinate to the City's lawful police powers and to any prior lawful occupancy of the streets or other public property. In addition to the inherent powers of the City to regulate and control any franchise the City issues, the authority granted to it by The Act, and those powers expressly reserved by the City, or agreed to and provided for in a franchise, the right and power is hereby reserved to the City to promulgate such additional regulations of general applicability as it may find necessary in the exercise of its lawful powers.

# Sec. 7.12.360. Obligation to Comply Promptly.

Time shall be of the essence in any franchise granted under this Ordinance. A franchisee shall not be relieved of its obligation to comply promptly with any of the provisions of this Ordinance by any failure of the City to enforce compliance.

# Sec. 7.12.370. Transfer of Powers to Other City Officers or Employees.

For purposes of the administration of this Ordinance, any right or power conferred or impressed upon any officer, employee, department or board of the City shall be subject to transfer by the

City to any other officer, employee, department or board of the City or its designee.

Sec. 7.12.380. No Recourse Against the City for Loss or Expense.

A franchisee shall have no recourse whatsoever against the City for any loss, cost, expense or damages arising out of the issuance of a franchise under this Ordinance or because of the City's related lawful enforcement actions.

Sec. 7.12.390. Subsequent Action by State or Federal Agencies.

If any subsequent federal, state or local law, ordinance or regulation shall require or permit a franchisee to perform any act which may be in conflict with the terms of this Ordinance, or shall prohibit a franchisee from performing any act in conformance with the terms of this Ordinance, then as soon as possible following knowledge thereof, a franchisee shall so notify the City. If the Council determines that a material provision of this Ordinance is affected by such changed or new law, ordinance or regulation, the City and a franchisee shall enter into good faith negotiations to modify this Ordinance to conform with such changed requirements. Failure to complete these negotiations to the satisfaction of both parties within a reasonable time shall constitute a material breach of the franchise, but in no event shall a period of less than 180 days be deemed unreasonable pursuant to this section.

## Sec. 7.12.400. Modification by Franchisee.

During the period that a franchise is in effect, a franchisee may seek modifications of the franchise requirements in accordance with the conditions set forth in The Act.

Any decision by the Council to modify a franchise shall be made in a public hearing. Such decision shall be made within 120 days after the City's receipt of a request by the franchisee, unless the 120 day period is extended by mutual agreement of the City and franchisee.

# Sec. 7.12.410. Cable System Evaluation.

In addition to periodic meetings, the City may require reasonable evaluation sessions at any time during the term of a franchise.

It is intended that such evaluations cover areas such as customer service, response to the community's cable-related needs, and a franchisee's performance under and compliance with the terms of a franchise.

During an evaluation session, a franchisee shall fully cooperate with the City and shall provide without cost such reasonable information and documents as the City may request to perform evaluations.

If the City has concerns because of reoccurring problems with the franchisee's cable system it may retain an independent consultant to conduct an analysis of the cable system and its performance and submit a report of such analysis to the City. The City shall take into consideration any efforts taken to correct such deficiencies.

The report prepared by the consultant in response to the City's request for a system evaluation shall include:

- A. A description of the technical problem in cable system: performance which precipitated the special tests;
- B. What cable system components were tested;
- C. The equipment used and procedures employed in testing;
- D. The method, if any, by which specific performance problems may be resolved;

E. Any other information pertinent to said tests and analyses which may be required by the City, or determined when the test is performed.

If the tests indicate that the system is not in compliance with FCC standards or the requirements of the Franchise, a franchisee shall reimburse the City for any costs involved in conducting such tests, such as consultant fees or other expenses.

Such fees or expenses shall not exceed \$2,500 for each evaluation. This figure is based on 1993 dollars and shall be adjusted for inflation.

# Sec. 7.12.420. Record Inspection.

Subject to statutory and constitutional limits and two working days' advance notice, the City reserves the right to inspect the records of a franchisee necessary for the enforcement of a franchise and verification of the accuracy of franchise fee payments at any time during normal business hours, provided that the City shall maintain the confidentiality of any trade secrets or other proprietary information in the possession of a franchisee. Such documents shall include such information as financial records, subscriber records within the context of Section 631 of The Act and plans pertaining to a franchisee's operation in the City.

# Sec. 7.12.430. Reports.

A franchisee shall furnish, upon request, a report of its activities as appropriate. Such report shall include:

- A. Most recent annual report.
- B. A copy of the 10-K Report, if required by the Securities and Exchange Commission.
- C. The number of homes to which cable is made available.
- D. The number of subscribers with basic services.

# CATV Master Ord. - Page 37 of 41

- E. The number of subscribers with premium services.
- F. The number of hook-ups in period.
- G. The number of disconnects in period.
- H. Total number of miles of cable in City.
- Summary of complaints received by category, length of time taken to resolve and action taken to provide resolution.
- J. A statement of its current billing practices, and a sample copy of the bill format.
- K. A current copy of its subscriber service contract.
- L. Report on Operations Such other reports with respect to its local operation, affairs, transactions or property that may be appropriate.

### Sec. 7.12.440. Termination and Revocation.

If a franchisee willfully violates or fails to comply with any of the material provisions of this franchise, the City shall give written notice to a franchisee of the alleged non-compliance of its franchise. A franchisee shall have forty-five (45) days from the date of notice of non-compliance to cure such alleged default or, if such default cannot be cured within forty-five (45) days, to present to the City a plan of action whereby such default can be promptly cured.

If such default continues beyond the applicable dates agreed to for such cure, the City shall give a franchisee written notice that all rights conferred under this Ordinance and its franchise may be revoked or terminated by the Council after a public hearing. A franchisee shall be entitled to not less than thirty (30) days' prior notice of the date, time and place of the public hearing. The City may elect, in lieu of the above and without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling a franchisee to comply with the provisions of the franchise and may recover

damages and costs incurred by the City by reason of a franchisee's failure to comply.

# Sec. 7.12.450. Remedies to Enforce Compliance.

In addition to any other remedy provided herein, the City reserves the right to pursue any lawful remedy to compel or force a franchisee and/or its successors and assigns to comply with the terms hereof, and the pursuit of any right or remedy by the City shall not prevent the City from thereafter initiating the termination or revocation procedures established in this Ordinance.

# Sec. 7.12.460. Interpretation.

A franchisee shall comply with all pertinent rules, regulations and requirements of the FCC, or any other federal or state body or agency having jurisdiction in regard to cable television systems.

# Sec. 7.12.470. Effect on Prior Franchises.

Nothing contained in this Ordinance shall abridge, impair, alter, modify or in any way affect any right, privilege or immunity of either a franchisee or the City conferred by or arising under any cable franchise granted prior to and remaining in effect on the effective date of the ordinance; provided, that the acceptance of a franchise granted under this Ordinance for any cable service area shall be deemed to constitute the surrender by a franchisee of the right to operate a cable television system in that cable service area under any prior franchise.

# Sec. 7.12.480. Incorporation by Reference into Each Franchise.

The Cable Communications Ordinance shall be incorporated in its entirety by reference into and become a part of each and every cable television franchise granted by the City.

# Section 3. Severability.

Each section, subsection or other portion of this ordinance is severable, and the invalidity of any section, subsection or other portion shall not invalidate the remainder.

### Section 4. Savings.

Ordinance 2093, which is repealed by this Ordinance, shall remain in force and effect until the effective date of this Ordinance.

#### <u>Bection</u> 5. Effective Date.

An ordinance granting a franchise shall not be adopted or passed by the Council on the day of its introduction; nor for thirty (30) days thereafter; nor at any other than a regular Council meeting; nor without first being submitted to the City Attorney; nor without having been granted by the approving vote of at least a majority of the entire Council; nor without being

published at least once in a newspaper of general circulation in the City before becoming effective.

DAN KELLEHER, MAYOR

ATTEST:

Brenda Jacober, CATY CLERK

APPROVED AS TO FORM:

ROGER A. DUBOVICH, CITY ATTORNEY

PASSED the 4<sup>th</sup> day of May, 1993.

APPROVED the 5<sup>th</sup> day of May, 1993.

PUBLISHED the 9<sup>th</sup> day of May, 1993.

I hereby certify that this is a true and correct copy of Ordinance No. 3107, passed by the City Council of the City of Kent, Washington, and approved by the Mayor of the City of Kent as hereon indicated.

Grenda Jacober (SEAL)
BRENDA JACOBER CITY CLERK

CATVHSTR. adm

CATY Raster Ord. - Page 41 of 41

# RECOMMENDED CABLE INDUSTRY CUSTOMER SERVICE STANDARDS

# February 14, 1990

The cable industry is dedicated to providing our customers a consistently high level of service. We are committed to ensuring that our customers receive a variety of quality programming, reliable, clear signals, and prompt, courteous service. To that end, we, as industry, have voluntarily adopted the following Standards of Customer Service.

Each community and each cable system are different and a reasonable flexibility should be employed in applying these standards; rigidity will hamper rather than help good customer service. We are confident, however, that the cable industry as a whole will implement these voluntary standards by July 1991, and recommend them for overall operational use by that date.

#### 1. Office and Telephone Availability

- A. Knowledgeable, qualified company representatives will be available to respond to customer telephone inquiries Monday through Friday during normal business hours. Additionally, based on community needs, cable systems will staff telephones for supplemental hours on weekdays and/or weekends.
- B. Under normal operating conditions, telephone answer time by a customer service representative, including wait time, and the time required to transfer the call, shall not exceed 30 seconds.

Those systems which utilize automated answering and distributing equipment will limit the number of routine rigs to four or fewer. Systems not utilizing automated equipment shall make every effort to answer incoming calls as promptly as the automated systems.

This standard shall be met no less than ninety percent of; the time measured on an annual basis.\*

- C. Under normal operating conditions, the customer will receive a busy signal less than three percent of the total time that the cable office is open for business.
- D. Customer service center and bill payment locations will be open for transactions Monday through Friday during normal business hours. Additionally, based on community

needs, cable systems will schedule supplemental hours on weekdays and/or weekends during which these centers will be open.

# 2. Installation, Outages and Service Calls

Under normal operating conditions, each of the following four standards will be met no less than 95% of the time measured on an annual basis.

- A. Standard installations will be performed within seven business days after an order has been placed. "Standard" installations are up to 125 feet from the existing distribution system.
- B. Excluding those situations beyond the control of the cable operator, the cable operator will respond to service interruptions promptly and in no event later than 24 hours. Other service problems will be responded to within 36 hours during the normal work week.
- C. The appointment window alternatives for installations service calls, and other installation activities will be (a) morning, (b) afternoon, or (c) all day during normal business hours. Additionally, based on community needs, cable systems will schedule supplemental hours during which appointments can be set.
- D. If, at any time an installer or technician is running late, an attempt to contact the customer will be made and the appointment rescheduled as necessary at a time which is convenient for the customer.

# 3. Communications, Bills and Refunds

- A. The cable company will provide written information in each of the following areas at the time of installation and at any future time upon request:
  - products and services offered
  - prices and service options
  - installation and service policies
  - how to use the cable service
- B. Bills will be clear, concise and understandable.
- C. Refund checks will be issued promptly, but no later than the earlier of 45 days or the customer's next billing cycle following the resolution of the request, and the return of the equipment supplied by the cable company if service is terminated.

D. Customers will be notified a minimum of 30 days in advance of any rate or channel change, provided the change is within the control of the cable operator.

# AFFIDAVIT OF PUBLICATION

states that he/she is the Legal Clerk of the	Karen Tucker
being	
first	
duly	
being first duly sworn on oath	
9	
oatr	

# VALLEY DAILY NEWS

600 S. Washington Kent, WA. 98032

of the Superior Court of the State of Washington for King County. ington. The Valley Daily News has been approved as a legal newspaper by order English language continually as a daily newspaper in Kent, King County, Washa daily newspaper published six (6) times week. Said newspaper is a legal newspaper of general circulation and is now and has been for more than six months prior to the date of publication referred to, printed and published in the

during the below stated period. The annexed notice, a (and not in supplement form) which was regularly distributed to the subscribers The notice in the exact form attached, was published in the Valley Daily News

Ordinance No.

3107

was published on 5-9-93

The full amount of the fee charged for said foregoing publication is the sum of

pusio diseless Legal Clerk, Valley Daily News

Subscribed and sworn before me this \_ Notary Public or the State of Washington residing at Auburn

The following are summerice of Ordinano-es adopted by the Kent City Council on May 4, 1983.

Effective Date: June 3, 1983.

Effective Date: June 3, 1983.

AN ORDINANCE of the City of Kent, Washington, relating to cable television communications regulations, repening conditions, requirements, obligations and object of construction, maintenance and operation of communication systems; as may be authorized under frenchise with the City. A copy of the complete lext of any ordinance will be mailed upon request to the Sec 65

GMC, City Clerk Published In the Valley Bully News May · 不是

King County, Washington

VON /1164 Revised 7/82