

ORDINANCE NO. 327

AN ORDINANCE OF THE CITY OF WOODINVILLE, WASHINGTON, GRANTING AN EXTENSION OF A NON-EXCLUSIVE CABLE TELEVISION FRANCHISE TO VISTA TELEVISION CABLE, INC. PURSUANT TO CHAPTER 5.50 OF THE WOODINVILLE MUNICIPAL CODE, AND ESTABLISHING AN EFFECTIVE DATE.

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WHEREAS, the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, all codified in Title 47 of the United States Code, authorize local governments to grant franchises for the provision of cable television service within their corporate boundaries, and

WHEREAS, the City in Ordinance No. 191 (the "Franchise") granted a five (5) year franchise for the construction, maintenance, and operation of a cable television system to Vista Television Cable, Inc. ("Vista" or "Franchisee") which was effective on November 22, 1997, and

WHEREAS, the term of the Franchise may be extended for five (5) years in accordance with its terms and conditions, and

WHEREAS, the City and Vista have agreed to extend the Franchise for five (5) years for the provision of cable television service within the City, and

WHEREAS, the City adopted Ordinance No. 190, codified as Chapter 5.50 of the Woodinville Municipal Code, setting forth comprehensive requirements for the provision of cable television service within the City, and

WHEREAS, the City warrants that conditions resulting from the grant of this Franchise have been considered by the City, and has determined that it is in the best interest of the City and its residents to grant an extension of the Franchise to Vista, and

WHEREAS, the City Council has determined that the extension complies with the terms, conditions, and criteria for approval set forth in Chapter 5.50 of the Woodinville Municipal Code, and

WHEREAS, Vista and the City have agreed to be bound by the conditions hereinafter set forth.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODINVILLE, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Section 1 of Ordinance No. 191 is hereby amended, by deleting the phrases "described in the Franchisee's Proposal" and "which are designated in the Franchisee's Proposal or," to read as follows:

Authority Granted. The City hereby grants to the Franchisee, subject to the terms and conditions hereinafter set forth, the non-exclusive right, privilege, and authority to construct, operate, maintain, replace, and use all necessary equipment and facilities thereto for the Cable Television System. The Franchisee is authorized to place its cable television facilities in, under, on, across, over, through, along, or below the public ways of the City as subsequently approved by the City, and to offer and provide Cable Television Service to persons located within the City.

Section 2. Section 2A and Section 2B of Ordinance 191 are deleted in their entirety and replaced with new language so that the entirety of Section 2 of Ordinance 191 shall read as follows:

Length of Franchise. This Franchise shall have a term, which commenced on November 23, 1997 (for a five (5) year term) and now expires on November 22, 2007 given the five (5) year term extension.

Renewal. The term of this Franchise may be renewed for successive terms pursuant to WMC Section 5.50.050 and 47 USC Section 546.

Section 3. The second sentence in Section 4 of Ordinance 191 is deleted in its entirety so that Section 4 of Ordinance 191 shall now read as follows:

Franchise Area. The Franchise Area shall be the entire incorporated area of the City, in its present incorporated form or in any later reorganized, consolidated, enlarged, or re-incorporated form.

Section 4. Section 6 of Ordinance 191 is hereby amended, by deleting the phrase and parenthetical "as set forth in Appendix B herein," to read as follows:

Technical Standards and System Design.

A. The Franchisee shall comply with all FCC rules establishing technical standards and testing requirements for Cable Television Systems, including, but not limited to 47 CFR Sections 76.601 through 76.610, as said rules now exist or are hereafter amended. In addition, the Franchisee shall comply with the following:

1. Applicable local, state and federal statutes, ordinances, rules, and regulations;
2. Applicable Utility Joint Attachment Practices;
3. The National Electric Safety Code; ANSI C2;
4. City Utility Code Requirements;
5. City right-of-way procedures;

B. The Cable System shall be equipped with back-up power supplies capable of providing power to the System for two hours in the event of an electrical outage.

C. When a device that will unscramble authorized signals for the entire household without the need for additional converter equipment is commercially available, the Franchisee shall offer every Subscriber of premium tier services the opportunity to lease the device.

D. The Franchisee must, at the request of a Subscriber, be able to block out all premium, pay-per-view or public access channels (both audio and video), at no additional charge to the Subscriber. The Franchisee shall notify customers of the option to block out such channels in its Subscriber Handbook, its Annual Notice to Subscribers, and in a message at least 4 times annually with all Subscriber bills.

E. All closed caption programming retransmitted by the System shall include the closed caption signal. The Franchisee shall provide a remote control device to those Subscribers who are mobility limited, or where a member of the Subscriber's household is mobility limited. For hearing impaired customers, the

Franchisee shall provide information concerning the cost and availability of equipment to facilitate the reception of Basic Services for the hearing impaired.

F. The Franchisee must have TDD/TTY (or equivalent) equipment at the company office, and a local or toll-free telephone number listed on Subscriber bills, in local telephone directories and with directory assistance for such equipment, that will allow hearing impaired customers to contact the company.

Section 5. Section 14 of Ordinance 191 is hereby amended, by deleting the phrase and parenthetical "Appendix C", to read as follows.

Customer Service. The Franchisee shall at all times be in compliance with applicable FCC Customer Service obligations, including 47 CFR Section 76.309, as now existing or hereafter amended, which standards are incorporated into this Franchise by reference. The City reserves the right to enact or enforce any customer protection law containing more stringent standards, to the extent not specifically preempted by federal statutes or regulations.

Section 6. Section 22 of Ordinance 191 is hereby amended, by adding a sentence to subsection 22C, so that the entirety of that section now reads as follows:

Access Channels. Within sixty (60) days of the completion of the System upgrade required by Section 9, unless such time is extended by the City, the Franchisee shall make the following Public, Educational and Government (PEG) access channels available to the City and/or its residents:

A. Public Access. One (1) channel. The City may, at least initially, elect to share the channel with other neighboring communities.

B. Educational Access. One (1) channel shall be provided upon a showing to the City Council by appropriate members of the educational community of the need for such channel and the availability of appropriate programming, for the purpose of cablecasting educational programs from the local school system, community colleges or the University of Washington.

C. Local Government Access. One (1) channel. The City may, at least initially, elect to share a channel with other neighboring communities for the purpose of cablecasting City Council hearings, committee and commission meetings and public meetings, as well as community bulletin board announcements from City Hall. Upon sixty (60) days prior written notice, Vista shall provide the City, at no charge, with one (1) Channel dedicated solely to the City for government access or other PEG access programming purposes deemed necessary by the City.

D. Additional Channels. One additional channel each for Public, Education and Government shall be made available when the existing channel is used for access purposes with programming (excluding character generated and

filler programming, e.g. NASA, AM/FM radio programming) during fifty percent (50%) of the hours between 10:00 am and 10:00 PM, during any consecutive ten (10) week period. Except for character generated announcement, the programming of additional channels required shall be distinct and non-repetitive of the existing channel. Character generated announcements, however, which may be cablecast on additional channels which are duplicative of those on another channel shall not be counted towards the total channel usage. Based upon this criterion the Franchisee shall, within six (6) months following a written request by the City, provide another designated access channel for this purpose. If an activated channel fails to meet the continuing criteria of programmed usage, for one hundred and eighty (180) continuous days of operation, such channel shall revert to the Franchisee for whatever use it deems appropriate.

Section 7. Section 23 of Ordinance 191 is hereby amended, by adding the following Subsection D thereto, so that the entirety of that section shall now read as follows:

Access Cablecasting Equipment.

A. Public Access. If requested by the City, the Franchisee shall provide a completely furnished cablecasting studio to the City's residents in an area generally known as the north area of Lake Washington for the purpose of public access. Should this option be selected, arrangements for capital equipment, operation and maintenance shall be the subject of a separate agreement.

B. Educational Access. The facility cablecasting educational programs will be responsible for providing the necessary transmitting equipment.

C. Government Access. For the purpose of achieving the objectives set forth in Section 22(C) certain cablecasting equipment shall be furnished and maintained by the Franchisee. A recommended list of such equipment is listed in Appendix A. The Franchisee shall purchase this equipment, or its equivalent, or make funds available for this purpose, within sixty (60) days after written request by the City. Such expenditures may be considered as an external cost pass through in the context of applicable federal regulations.

D. Capital Support.

1. Prior to the effective date of this Ordinance, Vista has fulfilled its obligations pursuant to Section 23C of the Franchise. The Franchisee shall recover the cost of the cablecasting equipment specified in Section 23C of the Franchise from customers at a rate of \$1.00 per subscriber per month, commencing within 30 days of the effective date of this ordinance, until the full amount is recovered.

2. Upon recovery of the costs associated with the provision of the cablecasting equipment specified in Section 23C, the Franchisee may be required to collect from customers and remit to the City Capital Contributions as described in Subsection 3 below.

3. Commencing upon sixty (60) days written notice from the City, the Franchisee shall provide to the City Capital Contributions in an amount not to exceed \$1.00 per subscriber per month throughout the remaining term of the Franchise Agreement for City cablecasting equipment and as hereinafter set forth. The Capital Contributions may only be applied by the City toward capital expenditures related to PEG Access including but not limited to studio, City Council chamber equipment, portable production equipment, editing, program playback equipment, access related facilities purchases, renovation or construction, or for City capital purposes in connection with Section 25 A, B and C. Franchisee is not obligated to collect and provide to the City the Capital Contributions, until such sixty (60) day notice is provided.

4. Remittance of the Capital Contributions shall be contingent upon the following City actions:

a) Excluding the cost recovery associated with the cablecasting equipment specified in Section 23C, the City will match the Capital Contributions with commensurate operating funds (and/or in-kind support) to support the City's cablecasting program; and

b) The City will use the Capital Contributions and associated operating funds (and/or in-kind support) as required herein.

5. Franchisee shall remit collected Capital Contributions to the City no less often than quarterly. Franchisee shall not be responsible for paying the Capital Contributions with respect to gratis or bad debt accounts. The City can inquire as to the status of any such accounts, and the Franchisee agrees to meet with the City, upon request, to discuss such matters as necessary.

6. The City shall have discretion to allocate the Capital Contributions in accordance with applicable law, provided that the City submits a summary of capital expenditures from the Capital Contributions to Franchisee within sixty (60) days of the end of each calendar year. The City may institute, reinstitute or waive the requirement altogether, provided that Franchisee is given sixty (60) days advance written notice.

7. To the extent the City makes access capital investments using City funds prior to receiving necessary Capital Contributions funds, the City is entitled to apply subsequent Capital Contributions payments from Franchisee toward such City capital investments. The City and Franchisee agree that any Capital Contributions or cost recovery associated with Section 23C or Section 25A, B or C, shall be referred to on Subscribers' bills as a "PEG Fee", or language substantially similar thereto. Franchisee shall not change such reference on the Subscribers' bills without the prior written consent of the City, which consent shall not be unreasonably withheld.

8. City and Franchisee agree that the Capital Contributions referred to herein may be used solely for capital support. These payments are not

an advance against any Franchise Fee payment and there shall not be any offset or credit against any such Franchise Fee payment (previously or hereafter made) due to these payments from Franchisee to the City.

Section 8. Section 24 of Ordinance 191 is hereby amended to read as follows:

Public Buildings. The Franchisee shall continue to provide at a minimum, Basic Service without charge to those public buildings and schools that currently receive complimentary cable service. In addition, Franchisee shall provide at a minimum, Basic Service without charge to those public buildings and schools as specified in Appendix B, attached hereto, as well as other such public buildings and schools that may be constructed, acquired or leased throughout the extended period of the Franchise, provided that each public buildings and school (except for those public buildings and schools currently receiving complimentary cable service) must be located within 150 feet of the trunk or distribution system.

Section 9. Section 34 of Ordinance 191 is hereby amended by adding language so that the entirety thereof reads as follows:

Acceptance. The Franchisee shall not exercise any of the rights or privileges granted pursuant to this Franchise until its terms and conditions shall be accepted by the Franchisee. Acceptance shall be accomplished by the submission of a written instrument, executed and sworn to by a corporate officer of the Franchisee before a Notary Public, and filed with the City within sixty (60) days after the effective date of this Franchise. Such instrument shall evidence the unconditional acceptance of this Franchise and the promise to comply with and abide by all its provisions, terms and conditions. The Franchisee shall not exercise any of the rights or privileges granted pursuant to this Franchise Extension until its terms and conditions are accepted by the Franchisee. Acceptance shall be accomplished by the submission of a written instrument, executed and sworn to by a Corporate Officer of the Franchisee before a Notary Public, and filed with the City within sixty (60) days after the effective date of this Franchise Extension. Such instrument shall evidence the unconditional acceptance of this Franchise Extension and the promise to comply with and abide by all its provisions, terms and conditions.

Section 10. Subsection 35I of Ordinance 191 is hereby amended by providing that the current addresses for each party so that the entire subsection reads as follows:

I. Notices. Any notices required to be given shall be delivered to the parties at the following addresses:

Franchisee:  
Vista Television Cable, Inc.  
1525 75th St. S.W.  
Everett, WA 98203

City:  
City of Woodinville, City Manager  
17301 – 133<sup>rd</sup> Avenue NE  
Woodinville, WA 98072

With a copy to:

Vista Television Cable, Inc.  
22025 30th Drive Southeast  
Bothell, WA 98021

Notices may be delivered personally to the addressee or deposited in the United States mail, postage prepaid, to the address set forth herein, unless otherwise provided herein. Notice deposited in the United States mail shall be deemed received three (3) days after the date of mailing or upon actual receipt, whichever occurs earlier.

Section 11. Subsection 35M of Ordinance 191 is hereby amended, by deleting the phrase "and the provisions of the Proposal submitted by the Franchisee", so that the subsection now reads as follows:

M. Incorporation by Reference. The terms, conditions, and requirements set forth in WMC Chapter 5.50 are hereby incorporated by reference as if set forth fully herein.

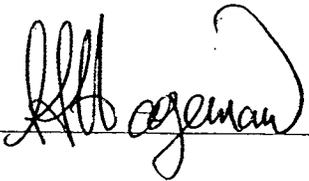
Section 12. Subject to applicable law, Vista shall comply with all Federal, State and Local statutes, laws, ordinances, rules and regulations and, other than as provided herein, the Franchise shall remain unmodified and shall continue to be of full force and effect.

[The remainder of this page is blank.]

Section 13. Effective Date. This Ordinance being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum. This Ordinance shall take effect five days after passage and publication of an approved summary thereof consisting of the title.

APPROVED BY THE CITY COUNCIL AT ITS REGULAR MEETING ON  
NOVEMBER 12, 2002.

APPROVED:

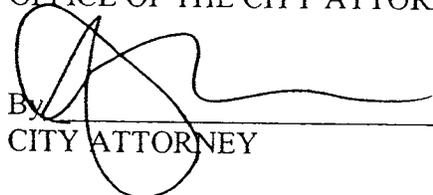
  
\_\_\_\_\_  
MAYOR

ATTEST/AUTHENTICATED:

  
\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

  
\_\_\_\_\_  
BY  
CITY ATTORNEY

PASSED BY THE CITY COUNCIL: 11-12-2002  
PUBLISHED: 11-18-2002  
EFFECTIVE DATE: 11-23-2002  
ORDINANCE NO. 327

# Appendix A

	Item	Model #	Replaced By		Unit Price	Extended Price
			Item	Model		
3	JVC 3 CCD Color Camera	KY-55U			2,714	8,142
3	JVC 16X Zoom lens	HZ-610MDU			1,607	4,821
3	JVC Camera/Lens Remote Control	RM-LP57U			738	2,214
3	JVC CCU Camera cable 30Ft.	VCP810U			698	2,094
1	VAC Rack Tray	VBRM4			124	124
4	VAC Equalizing D.A	EGVB/VDA			284	1,136
3	Pro Four- Servo Pan/Tilt Head	1010RP			3,021	9,063
3	Pro Four -Tripod Adapter Plate	4100T			126	378
3	Pro Four - Data Power Cable 50 Ft.	284/281			22	66
1	Pro Four - PTZ Remote Controller	2100RTCD			1,903	1,903
<b>CONTROL ROOM &amp; EDITING</b>						
1	Panasonic Video Switcher	WJMX-50	NLE/ Live Swicher	Video Toaster 2	9,832	9,832
1	Panasonic Character Generator	WJ-KB50	NLE/ Live Swicher	Video Toaster 2		0
1	Panasonic S-VHS Record Deck	AG-DS-555	JVC SRV10U (Expensive Editing Deck not		380	380
1	Panasonic S-VHS Source Deck	AG-DS-545	Not needed in Non Linear Paradigm		0	0
1	Panasonic editor controller	AG-850	NLE/ Live Switcher	Video Toaster 2		0
2	JVC 9" color monitors	TM9U/RKSUM9			480	960
1	Panasonic 13" color monitor/receiver	CTCT-1348VY			259	259
1	Mackie Audio Mixer	1202	Video Toaster 2			0
1	Denon CD/CASS combo	DN-T620			479	479
1	Panasonic 3 x B & W Monitor Bridge	WV-BM503			1500	1,500
2	Rack Slide kits for S-VHS decks	-----			100	200
<b>FIELD EQUIPMENT</b>						
1	Panasonic S-VHS 2CCD Camcorder	AG-456U	DV Camera	Canon GL-1	2,149	2,149
4	Panasonic battery for AG-456U	AGBP212	Canon 2.5 hour	BP-945	130	520
1	Bogan tripod w/ fluid head	3140			299	299
1	Lowell Ambi light kit	TO-95			1,812	1,812
2	Sony lavalier mics	ECM-44B			209	418
1	Shure Cardiod Mic	SW-58-LC	Shure	SM-58	\$119	119
1	Electrovoice Omni Mic	635A			100	100
<b>INTERCOM</b>						

# Appendix A

1	Clear-Comm Intercom Main station	MS-232		995	995
2	Clear-Comm headsets	CC260B		238	476
1	Clear-Comm Belt-Pack	RS-501		238	238
<b>PLAYBACK VCR'S</b>					
1	Panasonic S-VHS VCR	AG-7150/EIP7350	JVC SRV10U	380	380
1	Panasonic S-VHS VCR	AG-7350/EIP7350	JVC SRV10U	380	380
1	Panasonic 13" color monitor/receiver	CT-1384VY	JVC 13" A13SU	259	259
<b>PRESENTATION PACKAGE</b>					
1	Sanyo Video projector	PLCSW15		1,995	1,995
1	ELMO Visual presenter	EV500AF#9312		2,695	2,695
<b>AUTOMATED PLAYBACK EQUIPMENT</b>					
1	Leightronix PB Controller -16	Pro-8		2,495	2,495
1	Leightronix interface AG-7150/7350	PRPA		100	100
<b>MESSAGE CHANNEL</b>					
1	Magic Box	ALPHAGEN		3,495	3,495
<b>INSTALLATION &amp; TRAINING</b>					12000
Installation costs depend on room layout, ceiling structure, etc., location of projector					
Installation estimate includes two days of Toaster2 2 training			<b>Total</b>		74,476
Installation estimate includes two days of camera and system training					
Installation assumes client provided rack, UPS, etc., proper cooling and ventilation and dedicated power circuit					
Notes: it looks like you need two Leightronix interface cables for two decks					

estimate

APPENDIX "B"  
PUBLIC FACILITIES IN WOODINVILLE

City of Woodinville Facilities

Old Schoolhouse (Annex Building)  
13203 NE 175th Street  
Woodinville, WA 98072

Woodinville Community Center (C.O. Sorenson School)  
17401 133rd Ave NE  
Woodinville, WA 98072

Woodinville City Hall  
17301 133rd Avenue NE  
Woodinville, WA 98072

Northshore Schools

Wellington Elementary  
16501 NE 195th  
Woodinville, WA 98072

Leota Junior High Schools  
19301-168th AV NE  
Woodinville, WA 98072

Woodinville High School  
19819-136th NE  
Woodinville, WA 98072

Fire District

Woodinville Fire & Life Safety District  
17718 Woodinville-Snohomish Rd NE  
Woodinville, WA 98072



Washington Market

22025 30th Drive SE  
Bothell, WA 98021-4444

December 18, 2002

**Sent Certified Mail, Return Receipt**

**RECEIVED**

**DEC 19 2002**

City of Woodinville

Mr. Pete Rose  
City Manager  
City of Woodinville  
17301 – 133<sup>rd</sup> Avenue NE  
Woodinville, WA 98072

Re: Acceptance of Ordinance No. 327 – Cable Television Franchise Extension  
Comcast of Washington, II, Inc. (formerly Vista Television Cable, Inc), known  
as AT&T Broadband

Dear Mr. Rose:

Pursuant to section 9 of Cable Television Franchise Agreement Extension Ordinance  
No. 327 effective November 23, 2002, enclosed please find a written Acceptance duly  
executed by Comcast of Washington II, Inc., known as AT&T Broadband.

If you have any questions concerning these documents, please feel free to call me at  
(425) 398-6141.

Very truly yours,

A handwritten signature in cursive script that reads "Janice Burch".

Janice Burch  
Franchise Compliance Specialist

Enclosures

cc: Sarah Parker, City of Woodinville  
Deborah Knight, City of Woodinville  
John Dietrich, AT&T Broadband  
Steve Taber, AT&T Broadband  
Janet L. Turpen, AT&T Broadband  
Kathy Nelson, AT&T Broadband  
Ann Svensson, AT&T Broadband  
Marie Fulghum, AT&T Broadband  
Glenn Walker, AT&T Broadband

