

**AGENDA SEASIDE CITY COUNCIL MEETING  
JULY 26, 2010 7:00 PM**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. PROCLAMATION – NATIONAL NIGHT OUT
6. COMMENTS – PUBLIC
7. DECLARATION OF POTENTIAL CONFLICT OF INTEREST
8. CONSENT AGENDA
  - a) PAYMENT OF THE BILLS - \$198,111.69
  - b) APPROVAL OF MINUTES – JULY 12, 2010 REGULAR MINUTES
9. UNFINISHED BUSINESS: NONE
10. NEW BUSINESS:
  - a) PUBLIC HEARING – CHARTER COMMUNICATIONS FRANCHISE AGREEMENT - FALCON VIDEO COMMUNICATIONS, L.P., LOCALLY KNOWN AS CHARTER COMMUNICATIONS REQUEST TO RENEW FRANCHISE AGREEMENT FOR OPERATION OF CABLE TELEVISION SYSTEM WITHIN THE CITY OF SEASIDE, OREGON –
    - OPEN PUBLIC HEARING
    - CLOSE PUBLIC HEARING
    - COUNCIL COMMENTS
    - MOTION TO ADOPT – ALL IN FAVOR AND OPPOSED
  - b) RESOLUTION #3715 – A RESOLUTION OF THE CITY OF SEASIDE, OREGON, ESTABLISHING THE CITY OF SEASIDE AS A WELCOMING COMMUNITY, WHERE EVERYONE FEELS VALUED, ACCEPTED, RESPECTED, AND SAFE
    - PUBLIC COMMENTS
    - COUNCIL COMMENTS
    - MOTION TO READ BY TITLE ONLY – ALL IN FAVOR AND OPPOSED
    - MOTION TO ADOPT – ALL IN FAVOR AND OPPOSED
11. COMMENTS FROM THE COUNCIL
12. COMMENTS FROM THE CITY STAFF
13. ADJOURNMENT

Complete copies of the Current Council meeting Agenda Packets can be viewed at: *Seaside Public Library and Seaside City Hall.*

All meetings other than executive sessions are open to the public. When appropriate, any public member desiring to address the Council may be recognized by the presiding officer. Remarks are limited to the question under discussion except during public comment. This meeting is handicapped accessible. Please let us know at 503-738-5511 if you will need any special accommodation to participate in this meeting.



# CITY of SEASIDE

OREGON'S  
FAMOUS  
ALL-YEAR  
RESORT

989 BROADWAY  
SEASIDE, OREGON 97138  
(503) 738-5511

## PROCLAMATION

*Whereas*, the National Association of Town Watch (NATW) is sponsoring a unique, nationwide crime, drug and violence prevention program on August 3, 2010 entitled "National Night Out"; and

*Whereas*, the "27th Annual National Night Out" provides a unique opportunity for the City of Seaside to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

*Whereas*, the City of Seaside plays a vital role in assisting the Seaside Police Department through joint crime, drug and violence prevention efforts in the City of Seaside and is supporting "National Night Out 2010" locally; and

*Whereas*, it is essential that all citizens of Seaside be aware of the importance of crime prevention programs and impact that their participation can have on reducing crime, drugs and violence in Seaside; and

*Whereas*, police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the "National Night Out" program;

**NOW, THEREFORE**, I, Don Larson, Mayor of the City of Seaside, in the State of Oregon, do hereby proclaim Tuesday, August 3, 2010 as

## *National Night Out*

in Seaside, and urge all citizens to join in this observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Seaside to be affixed this 26th day of July, 2010.



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DON LARSON, MAYOR

- CALL TO ORDER** The Regular meeting of the Seaside City Council was called to order at 7:00 PM by Mayor Don Larson.
- Present: Mayor Don Larson, Council President Tim Tolan, Councilors Stubby Lyons, Don Johnson, Jay Barber, and Larry Haller.
- Absent: None
- Also Present: Mark Winstanley, City Manager; Dan Van Thiel, City Attorney; Bob Gross, Seaside Police Chief; Dale Kamrath, Seaside Fire Chief; Kevin Cupples, Planning Department; Jeremy Ruark, Seaside Signal; Jeff Nelson, KAST; and Nancy McCarthy, Daily Astorian.
- AGENDA** Motion to approve the July 12, 2010, agenda; carried unanimously. (Barber/Haller)
- PROCLAMATION** Mayor Larson read a proclamation on Americans with Disabilities Act.
- COMMENTS – PUBLIC** Merlin Humpal, 2481 Oregon Avenue, Seaside, stated he hoped Neal Wallace would be at the meeting because he had questions about the access to 24<sup>th</sup> Street from Highway 101. The support blocked any view of cars coming in from the North off of Highway 101. Mr. Humpal asked staff to look into making the area safer.
- Gini Dideum, 1941 Beach Drive, Seaside, stated the Beach Drive Buccaneers spearheaded the July 4<sup>th</sup> weekend beach cleanup. There ended up being 6.65 tons of garbage picked up from the weekend and there had been over 3,000 bags handed out to clean up the trash around the City. Ms. Dideum further stated the Beach Drive Buccaneers had started two new programs in the City with one program called Buckets of Bags which had merchants carrying bags inside sand buckets at their businesses and people could pick up the sand bucket to take to the beach to clean up trash. The second program would be a Thursday to Thursday beach clean up where people could go anyplace around town to clean up trash and log the information into the face book page of the Beach Drive Buccaneers and every Thursday there would be a drawing for a \$10.00 gift certificate which would include all the names of those that helped clean up. Ms. Dideum further stated maybe the beach and City could be kept clean on a continuous basis.
- Bob Cook, 2061 S. Franklin, Seaside, thanked the Daily Astorian for running the notices for the meetings in Seaside. Mr. Cook stated every year on Broadway the bushes take over the walkway areas and especially by the Pig n Pancake. Mr. Cook further stated when children were crossing the street you could not see them because of the bushes.
- CONFLICT** Mayor Larson asked whether any Councilor wished to declare a conflict of interest.
- No one declared a conflict of interest.
- CONSENT AGENDA** Motion to approve payment of the bills in the amount of \$381,032.29; and June 28, 2010, minutes; carried unanimously. (Tolan/Johnson)
- RESOLUTION #3713** A RESOLUTION OF THE CITY OF SEASIDE, OREGON, ACCEPTING THE DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT COASTAL ZONE MANAGEMENT GRANT
- Kevin Cupples, Planning Director, stated the Department of Land Conservation and Development (DLCD) provided a Coastal Zone Management Grant each year to the City of Seaside. The grants required formal acceptance by the City Council in the form of a letter or a resolution. The grant would provide \$6,000.00 for planning activities associated with working in the Coastal Zone and required a cash or in-kind match equal to the grant. Mr. Cupples further stated each year the grant was used to help offset payroll costs within the Planning Department and continued membership services with the Columbia River Estuary Study Taskforce (CREST). Mr. Cupples further stated staff recommended Council authorize Resolution #3713 and formally accept DLCD's Coastal Zone Management Grant No. CZM-11-029 for the 2010-2011 fiscal year.
- Mayor Larson asked for public comments, there were no public comments.
- Mayor Larson asked for Council comments, there were no Council comments.
- Motion to read Resolution #3713 by title only; carried unanimously. (Tolan/Johnson)
- Motion to adopt Resolution #3713; carried unanimously. (Tolan/Barber)
- RESOLUTION #3714** A RESOLUTION OF THE CITY OF SEASIDE, OREGON, SEASIDE SUPPORTING STATE INTEROPERABLE COMMUNICATIONS FOR EMERGENCY RESPONDERS IN OREGON
- Bob Gross, Seaside Police Chief, stated the Partnership Committee of the State Interoperability Executive Council (SIEC) was asking Council to consider a resolution in support of State Interoperable Communications for Emergency Responders in Oregon.

The SIEC and the Partnership Committee would use the resolution to further the case that Oregon needed a robust and healthy interoperable communications system to strengthen the mission and work of the local law enforcement, public safety, and emergency agencies to save lives and property. With such a system in place, efforts to prevent crime and accidents would be enhanced and first responders better prepared to deal with natural and human-caused disasters and multi-jurisdictional events. Chief Gross further stated the resolution would also enhance the partnerships SIEC had championed between the State of Oregon and local governments. The partnerships entered into thus far, had reduced the overall cost of a statewide interoperable communications network, and had strengthened the communications system by making sure all who needed to be involved were involved. The Oregon Wireless Interoperability Network (OWIN) continued to work on achieving additional partnerships needed to make the statewide system more cost effective and efficient. Chief Gross further stated the SIEC Partnership Committee was dedicated to ensuring that local partners had a significant role in the development and deployment of the interoperable communication system in Oregon. With Council's support SIEC and OWIN could continue to work closely with local partners, the Legislature and with federal officials to make Oregon a safer place to live, work and play. Chief Goss further stated the North Coast was selected to be the first phase process. The Columbia, Clatsop, and Tillamook 911 folks began applying for Homeland Security money to take what OWIN was planning and enhance it. The resolution intent was to ask City's to encourage the State Legislatures to follow through with the OWIN project.

Mayor Larson asked for public comments, there were no public comments.

Mayor Larson asked for Council comments.

Councilor Barber stated he was in support of the resolution and the major concern heard from the legislature was where the money would come from to fund the project with all the cuts that were happening.

Motion to read Resolution #3714 by title only; carried unanimously. (Johnson/Barber)

Motion to adopt Resolution #3714 carried unanimously. (Johnson/Barber)

**COMMENTS – COUNCIL**

Councilor Johnson stated on Sunday, July 4, 2010, at approximately 5:15 am he was walking around town and City staff for a very clean and secure town. Everything looked great and on Monday July 5, 2010, the town looked just as clean and secure.

Councilor Barber stated Saturday, July 10, 2010, was the Relay for Life that raised funds to cure cancer and Neal Wallace, Public Works Director, walked twenty-six miles.

Councilor Lyons stated during the Sunday, July 4, 2010, parade there was approximately one hundred pounds of taffy and one thousand flags handed out. Councilor Lyons further stated Saturday, July 10, 2010; the Seaside Football team, Storm, played at the Pig Bowl in Portland and won the game 30-27. Councilor Lyons further stated there was a new goal post at the Seaside High School that was donated by Coastal Repair and Maintenance, Ron Dean.

Council President Tolan stated the Sunday, July 4, 2010, parade and fireworks were outstanding this year. Council President Tolan further stated on July 4, 2010, Chief Gross started working at 7:00 am and at 11:00 pm was still working by directing traffic after the fireworks.

Mayor Larson stated the Chamber of Commerce put on the best fireworks show he had ever seen.

**COMMENTS – STAFF**

Russ Vandenberg, Convention Center General Manager, introduced Jon Rahl the new Director of Tourism Marketing. Mr. Vandenberg further stated there was a Convention Center Commission meeting scheduled Wednesday, July 14, 2010.

Mr. Rahl invited Council and the public to an open house at the Visitors Bureau on Thursday, July 15, 2010, 5:00 pm.

Chief Gross stated the Bike Fest event was this weekend and National Night Out would be held at Broadway Park on Tuesday, August 3, 2010.

Mark Winstanley, City Manager, reminded Council to register for the League of Oregon Cities Conference before the end of July. Mr. Winstanley further stated the All American City Committee needed to schedule a workshop with Council and had selected Monday, July 26, 2010, or Monday, August 9, 2010 for the available dates.

Council consensus to schedule a workshop with the All American City Committee for Monday, July 26, 2010, 5:30 to 6:30 pm.

Mr. Winstanley thanked Seaside staff and City volunteers for all the work they had done on the July 4, 2010, weekend.

**ADJOURNMENT**

The regular meeting adjourned at 7:27 PM

# Memo

**To:** Mayor and Council  
**From:** Trish Downey, Business Office  
**Date:** 6/21/2010  
**Re:** Charter Communications Franchise Agreement

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City staff has, for some time, been working on a draft franchise renewal agreement with Charter Communications. Staff has finally ironed out issues we felt were important to the City.

The City of Seaside and Charter Communications must follow the requirements of the Cable Communications Policy Act of 1984. Section 626 of the Cable Communications Act dictates the renewal process.

## Overview of Proposed Agreement before Council:

1. Term of Agreement will be 7 years
2. Franchise Fee will be 5% of the annual gross revenue. A sentence was included so that subsequent changes to franchise fees in the Cable Act are incorporated in this agreement.
3. Community Programming (PEG channel) is to be used by the City for non-commercial, video programming for public, education and government access programming. The City must utilize the channel with locally produced programming 70% of the available broadcast time with distinct non repetitive programming. The City does not at this time have the means or equipment to use the channel, but a provision is included in the agreement so that if in the future the City is in a position to utilize the channel Charter will make (1) PEG Channel available for City's use within 12 months of the City's request.
4. Of considerable concern to the City was restoration of damaged or disturbed public ways or streets as a direct result of Charter's operation. The City and Charter have agreed that the City will be notified prior to making any excavation in the public way and Charter will restore the area to a condition in accordance with City specifications through the permit process.
5. The agreement provides one free outlet of Basic Service to each state accredited Public School and Library. This includes Clatsop Community College South County Campus.

Staff submits the proposed Charter Communications Franchise Agreement for public hearing and Council consideration for approval.

## CHARTER FRANCHISE AGREEMENT

This Franchise Agreement is between the City of Seaside, Oregon, hereinafter referred to as the "Grantor" and Falcon Video Communications, L.P., locally known as Charter Communications and hereinafter referred to as the "Grantee."

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Grantor and Grantee have complied with all Federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

NOW, THEREFORE, the Grantor and Grantee agree as follows:

### SECTION 1 Definition of Terms

**1.1 Terms.** For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. "Cable System," "Cable Service," "Cable Operator" and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- B. "Council" shall mean the government body of the Grantor.
- C. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- E. "Franchise" shall mean the non-exclusive rights granted pursuant to this franchise to construct and operate a Cable System along the public ways within all or a specified area in the Service Area.

- F. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles received by the Grantee from the operation of the Cable System to provide Cable Services in the Service Area, provided, however, that such phrase shall not include: (1) any taxes, fee or assessment of general applicability collected by the Grantee from Subscribers for pass-through to a government agency, including the FCC User Fee; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law; and (5) any PEG or I-Net amounts recovered from Subscribers, if applicable. Notwithstanding the foregoing, the following categories of revenue will not be included in Gross Revenue for purposes of calculating franchise fees paid under Section 10 hereto: advertising revenue, home shopping revenue and any franchise fees collected from subscribers.
- G. "Person" shall mean an individual, partnership, association, organization, corporation, trust or government entity or any lawful successor, transferee or assignee of said individual, partnership, association, organization, corporation, trust or government entity.
- H. "Public School" shall mean any school at any educational level operated within the Service Area by any accredited public school system, but limited to, elementary, junior high school, high school and any other school or higher learning institution listed on Exhibit A.
- I. "Service Area" shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means, subject to the exceptions set forth in subsection 6.1 herein.
- J. "State" shall mean the State of Oregon.
- K. "Street" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights-of-way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.
- L. "Subscriber" shall mean any person lawfully receiving Cable Service from the Grantee.

**SECTION 2**  
**Grant of Franchise**

**2.1 Grant.** The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during the term of this Franchise, any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by Federal or State law.

**2.2 Term.** The Franchise and the rights, privileges and authority hereby granted shall be for a term of seven (7) years, commencing on the Effective Date of this Franchise as set forth in subsection 15.10.

**2.3 Police Powers and Conflicts with Franchise.** The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this contract. Any changes to this Franchise must be made in writing signed by the Grantee and the Grantor. In the event of any conflict between this Franchise and any Grantor ordinance or regulation, this Franchise will prevail.

**2.4 Cable System Franchise Required.** No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System Franchise.

**SECTION 3**  
**Franchise Renewal**

**3.1 Procedures for Renewal.** The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

**SECTION 4**  
**Indemnification and Insurance**

**4.1 Indemnification.** The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as



a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determined in good faith that its interests could not be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, including any PEG channels, if applicable.

**4.2 Insurance.**

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Liability (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos Umbrella Liability	\$1,000,000 per occurrence C.S.L.
Umbrella Liability	\$1,000,000 per occurrence C.S.L.

- B. The Grantor shall be added as an additional insured to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

**SECTION 5**  
**Service Obligations**

**5.1 No Discrimination.** Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

**5.2 Privacy.** The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

**SECTION 6**  
**Service Availability**

**6.1 Service Area.** The Grantee shall make Cable Service distributed over the Cable System available to every residence within the Service Area where there is a minimum density of at least thirty (30) residences per linear strand mile of cable (excluding any home subscribing to any satellite service) as measured from Grantee's closest trunk line or distribution cable that is actively delivering Cable Service as of the date of such request for service. If such residence is located within one hundred twenty five feet (125') of Grantee's feeder cable, the Cable Service will be provided at Grantee's published rate for standard installations. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service or into any annexed area that is not contiguous to the present Service Area of the Grantee. Grantee shall not be obligated to provide service to any area where the provision of such service would be financially or technically infeasible.

**6.2 Subscriber Charges for Extensions of the Cable Service.** No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of subsection 6.1 hereinabove, the Grantee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any standard/non-standard installation charges to extend the Cable System from the tap to the residence.

**6.3 New Development Underground.** In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the notice given by the developer or property owner, then should the trenches be closed after the five-day period, the cost of new trenching is to be borne by Grantee. Grantee shall also be responsible for any necessary repair and paving of the Streets in accordance with the terms set forth in Section 8.5 herein.

**6.4 Annexation.** The Grantor shall provide prior notice to the Grantee of its annexation of any contiguous territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of the franchise which previously covered that area throughout the term of this Franchise, although the Grantor will replace the previous franchise authority. Grantee shall pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in the Service Area and in any area

annexed by the Grantor if the Grantor has provided written notice to the Grantee prior to the date of such annexation.

## SECTION 7 Construction and Technical Standards

**7.1 Compliance with Codes.** All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

**7.2 Construction Standards and Requirements.** All of the Grantee's plant and equipment, including but not limited to the antenna site, head-end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

**7.3 Safety.** The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

**7.4 Network Technical Requirements.** The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in Part 76 of the FCC's rules and regulations as may, from time to time, be amended.

**7.5 Performance Monitoring.** Grantee shall test the Cable System consistent with FCC regulations.

## SECTION 8 Conditions on Street Occupancy

**8.1 General Conditions.** Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property without obtaining all legally required permits of the Grantor.

**8.2 Underground Construction.** The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities.

**8.3 Construction Codes and Permits.** Grantee shall obtain all legally required permits before commencing any work requiring a permit, including the opening or disturbance of any Street within the Service Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. The Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Cable System in the Service Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Service Area. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of the rights of way against the Franchise Fee payments required under Section 10.1 of this Agreement.

**8.4 System Construction.** All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

**8.5 Restoration of Public Ways.** Grantee shall, at its own expense, restore any damage or disturbance caused to the public way or Streets as a direct result of Grantee's operation, construction, or maintenance of the Cable System, to a condition in accordance with the Grantor's specifications, provided such specifications are set forth in a generally applicable City Ordinance and/or Policy provided such specifications are required to be met by all users of the Streets and public right of ways or public places.

**8.5.1** City right of ways that have been newly constructed or overlaid shall not be cut for a period of 10 years. City right of ways that have been slurry or crack sealed shall not be cut for a period of 3 years. Grantee may request a waiver from the Seaside Public Works Director and such request shall not be unreasonably withheld.

**8.5.2** Prior to making any excavation in the traveled portion of the public right of way or any public place the Grantee shall obtain from the Grantor approval of such proposed excavation, such approval shall not unreasonably be withheld.

**8.5.3** Prior to making any excavation in any untraveled portion of the public right of way or any public place, upon written notice from the Grantor, the Grantee shall obtain from the Grantor approval of such proposed excavation, such approval shall not unreasonably be withheld.

**8.5.4** Section 8.5.1 and 8.5.2 above shall not apply to Grantee in the event of an emergency or service outage. Grantee shall notify Grantor as soon as is practicable in the event of any excavation work performed under emergency conditions or the repairing of a service outage.

**8.5.5** With regard to this Section 8.5, the parties shall give notice, where required, to the other party by telephone, electronic data transmittal or other appropriate means.

**8.5.6** After any such excavation, within a reasonable time given the circumstances, if the Grantee fails to restore the affected of the public right of way or public place to a condition in accordance with Grantor's specifications set forth in a generally applicable City Ordinance. Upon thirty (30) days prior written notice to Grantee, Grantor may restore the excavated area in accordance w/such generally applicable City ordinance and Grantee shall be responsible for the reasonable cost of such restoration.

**8.5.7** Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of the City rights-of-way against the Franchise Fee payments as required under Section 10.1 of this Agreements.

**8.6 Removal in Emergency.** Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Grantor to remove any of the Grantee's facilities, no charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.

**8.7 Tree Trimming.** Grantee or its designee may trim all trees and vegetation which overhang said City streets, whether such trees or vegetation originate within the streets or outside said streets, in such a manner and to such an extent as will prevent the branches or limbs or other parts of such trees or vegetation from touching or interfering with its facilities, so long as no trees and vegetation are trimmed or cut back further than may be reasonably necessary to prevent such interference and to allow the proper operation and maintenance of said facilities. Nothing contained in this section shall prevent Grantee, when necessary and with the approval of the owner of the property, on which they may be located, from cutting down and removing any trees and vegetation which overhang said streets.

**8.8 Relocation for the Grantor.** The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to their facilities.

**8.9 Relocation for a Third Party.** The Grantee shall, on the request of any person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

**8.10 Reimbursement of Costs.** If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Person(s) affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

**8.11 Emergency Use.** If the Grantee provides an Emergency Alert System ("EAS"), then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor shall hold the Grantee, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorney's fees and costs.

## **SECTION 9** **Service And Rates**

**9.1 Phone Service.** The Grantee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

**9.2 Notification of Service Procedures.** The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

**9.3 Rate Regulation.** Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC.

**9.4 Continuity of Service.** It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.4 of this Franchise Agreement.

## **SECTION 10** **Franchise Fee**

**10.1 Amount of Fee.** Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Subsequent changes to franchise fees in the Cable Act are incorporated in this agreement. Such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as franchise fee under Federal law. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with Federal law.

**10.2 Payment of Fee.** Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to this Franchise shall commence sixty (60) days after the Effective Date of the Franchise. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

**10.3 Accord and Satisfaction.** No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

**10.4 Limitation on Recovery.** In the event that any Franchise payment or recomputed payment is not made on or before the dates specified herein, Grantee shall pay an interest charge, computed from such due date, at the annual rate of one percent over the prime interest rate. The period of limitation for recovery of any franchise fee payable hereunder shall be six (6) years from the date on which payment by the Grantee was due.

## **SECTION 11** **Transfer of Franchise**

**11.1 Franchise Transfer.** The Franchise granted hereunder shall not be assigned, other than to an entity controlling, controlled by or under common control with the Grantee, without the prior consent of the Grantor, and such consent shall not be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

## **SECTION 12** **Records, Reports And Maps**

**12.1 Reports Required.** The Grantee's schedule of charges, contract or application forms for regular Subscriber service, policy regarding the processing of Subscriber complaints, delinquent

Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon written request.

### **12.2 Records Required.**

The Grantee shall at all times maintain:

- A. A record of all complaints received regarding interruptions or degradation of Cable Service shall be maintained for one (1) year.
- B. A full and complete set of plans, records and strand maps showing the location of the Cable System.

**12.3 Inspection of Records.** Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice to examine during normal business hours and on a nondisruptive basis any and all records that are legally permissible for release and which are reasonably necessary to ensure Grantee's compliance with the Franchise. Such notice shall specifically reference the section or subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for service complaints, which shall be kept for one (1) year as specified above. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by state and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

## **SECTION 13** **Community Programming**

### **13.1 Service to Schools and Public Buildings.**

- A. The Grantee shall provide and maintain one free outlet of Basic Service to each state accredited Public School and Library listed on Exhibit A. Any such Public School or Library may install, at its expense, additional outlets for classroom purposes as it desires, provided that such installation shall not interfere with the operation of Grantee's Cable System, and that the quality and manner of installation of such additional outlets shall have been approved by the Grantee and shall comply with all local, State and Federal laws and regulations.



- B. Grantee shall also provide for an administrative fee as set forth on Exhibit B, one outlet of Basic Service to each Public Building located in the Service Area served by the Cable System and listed on Exhibit B. Such Administrative Fee is subject to change upon thirty (30) days notice to the Grantor. All other services above Basic Service received by the Public Buildings shall be billed at current rate card rates and such rates are subject to change with thirty (30) days prior notice. Any such Public Building may request additional outlets at no expense except for the cost of installation as it desires, provided that such installation shall not interfere with the operation of Grantee's Cable System, and that the quality and manner of installation of such additional outlets shall have been approved by the Grantee and shall comply with all local, State and Federal laws and regulations.

**13.2 Limitations on Use.** The Cable Service provided pursuant to this Section shall not be used for commercial purposes and such outlets shall not be located in areas open to the public. The Grantor shall take reasonable precautions to prevent any use of the Grantee's Cable System that results in the inappropriate use thereof or any loss or damage to the Cable System. The Grantor shall hold the Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by subsection 13.1 above. The Grantee shall not be required to provide an outlet to any such building where a standard drop of more than one hundred twenty five feet (125') is required, unless the Grantor or building owner/occupant agrees to pay the incremental cost of any necessary extension or installation.

**13.3 Community Programming.** The Grantee currently provides one (1) channel on the Cable System for use by the Grantor for non-commercial, video programming for public, education and government ("PEG") access programming. The Grantor shall be responsible for managing the current PEG channel. In the event the City does not utilize the channel with locally produced programming 70% of the available broadcast time with distinct and non repetitive programming, Grantor reserves the right to take the channel back for its use. A program may be repeated no more than three times in a given 24 hour period for purposes of the trigger calculation. For purposes of this computation, all time allocated to character generated or similar programming shall be excluded for the determination of when such channel is in use and programmed with public and governmental access programming. Grantee shall provide Grantor with a minimum of thirty (30) days' notice, and use its best efforts to provide sixty (60) days notice prior to the time the PEG Channel designation is changed or the PEG Channel shall revert back to the Grantee. Grantee shall consult with the Grantor prior to making a final determination regarding any changes in PEG Channel designations, tier placements or reversions back to the Grantee. Any new PEG Channel designation for the PEG Channel provided pursuant to this agreement shall be in full compliance with FCC signal quality and proof of performance standards. The PEG Channel may be placed on any tier of service available to subscribers. After the the PEG Channel has reverted back to the Grantee, the Grantor may request that the Grantee once again set aside one (1) PEG Channel for the Grantee's use at any time during the remainder of the Term of this Franchise. The Grantee shall provide the Grantor with one (1) PEG Channel subject to the conditions set forth in this Section 13.3. The Grantor agrees that its request for the PEG Channel shall include a report, which shall include a programming schedule as verification that the Grantor intends to meet the programming utilization levels and criteria set forth herein. Upon Grantee's approval of said report, Grantee shall set aside one (1) PEG

Channel for the Grantor's use within twelve (12) months of the Grantor's request. In the event that the programming levels as set forth hereinabove are not maintained, Grantor reserves the right to once again take the channel back for its use upon notice to the Grantor as described in this Section 13.3 hereinabove.

## **SECTION 14** **Enforcement Or Revocation**

**14.1 Notice of Violation.** If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally (documented oral or written conversation) discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Noncompliance Notice").

**14.2 Grantee's Right to Cure or Respond.** The Grantee shall have thirty (30) days from receipt of the Noncompliance Notice described in subsection 14.1 to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

**14.3 Public Hearing.** If the Grantee fails to respond to the Noncompliance Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Grantor shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.5 hereof. The Grantee shall have the right to present evidence and to question witnesses. The Grantor shall determine if the Grantee has committed a non-compliance and shall make written findings of fact relative to its determination. If a non-compliance is found, the Grantee may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

**14.4 Enforcement.** Subject to applicable Federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief;  
or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

## **14.5 Revocation**

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- B. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.
- C. Notwithstanding the above provisions, the Grantee does not waive any of its rights under Federal law or regulation.
- D. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

## **SECTION 15** **Miscellaneous Provisions**

**15.1 Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

**15.2 Minor Violations.** Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fine, forfeitures or revocation of the Franchise for noncompliance of the Franchise where the noncompliance was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict

performance would result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

**15.3 Action of Parties.** In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

**15.4 Equal Protection.** If any other provider of Cable Services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or Federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

**15.5 Notices.** Unless otherwise provided by Federal, State or local law to be sent via Certified Mail, all notices pursuant to this Franchise shall be deemed sufficient if sent in accordance with the terms of this Section. All notices, reports or demands required to be given under this Franchise shall be in writing and shall be deemed to be given upon delivery if delivered in person to the address set forth below, or on the fifth day following mailing and deposited in the United States mail in a sealed envelope with regular, registered or certified postage prepaid thereon, or on the next business day if sent by express mail or overnight air courier addressed to the party to which notice is being given, as follows:

If to the City, addressed to:

Attn: City Manager  
City of Seaside  
989 Broadway  
Seaside, OR 97138

If to the Grantee, addressed to:

Attn: Director, Government Affairs  
Charter Communications  
222 NE Park Plaza Drive #231  
Vancouver, WA 98684

And with an additional copy to:

Attn: Vice President, Government Affairs  
Charter Communications

12405 Powerscourt Drive  
St. Louis, MO 63131-3674

Either party may change the address(es) to which notices are sent at any time during the term of this Franchise by notifying the other party in writing not less than thirty (30) days in advance.

**15.6 Public Notice.** Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor. Grantor shall provide written notice within ten (10) days of Grantor(s) receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemptions(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in the first paragraph of this Section 15.6 hereinabove.

**15.7 Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

**15.8 Entire Agreement.** This Franchise sets forth the entire agreement between the parties respecting the subject matter hereof. All agreements, covenants, representations and warranties, express and implied, oral and written, of the parties with regard to the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to another with respect to the matter of this Franchise. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties with respect to the subject matter hereof are waived, merged herein and therein and superseded hereby and thereby.

**15.9 Administration of the Franchise.** This Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee.

**15.10 Effective Date.** The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Agreement. This Franchise shall expire on the \_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, unless extended by the mutual agreement of the parties.

Considered and approved this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

City of Seaside, Oregon

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, subject to applicable Federal, State and local law.

Falcon Video Communications, L.P., /k/a Charter Communications

By: Charter Communications VII, LLC, its General Partner

By: Charter Communications, Inc., its Manager

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: President of Operations  
Charter Communications Western Division

**EXHIBIT A**

**List of Public Schools and library locations that shall receive one (1) free Basic Service outlet in the Service Area pursuant to Section 13.1 herein**

- |    |   |    |  |
|----|---|----|--|
| 1. | Seaside High School<br>1901 N. Holladay Drive<br>Seaside, OR 97138          | 4. | Seaside School Admin. Bldg.<br>1801 S. Franklin Street<br>Seaside, OR 97138                |
| 2. | Seaside Heights Elementary School<br>2000 Spruce Drive<br>Seaside, OR 97138 | 5. | Broadway Middle School<br>1120 Broadway<br>Seaside, OR 97138                               |
| 3. | Seaside Library<br>1131 Broadway<br>Seaside, OR 97138                       | 6. | Clatsop Community College<br>South County Campus<br>1455 N. Roosevelt<br>Seaside, OR 97138 |

## EXHIBIT B

List of Public Buildings that shall receive one outlet of Basic Service at the Administrative Cost of \$4.99 per building. This Administrative Fee is subject to reasonable change upon thirty (30) days prior notice to Grantor. All other services above Basic Service received by the Public Buildings shall be billed at current rate card rates and such rates are subject to change with thirty (30) days prior notice. Any Public Building may request additional outlets at no additional cost except for the cost of installation.

1. Seaside Fire Dept.  
150 S. Lincoln Street  
Seaside, OR 97138
  
2. Seaside Public Works  
1381 Avenue U  
Seaside, OR 97138



## RESOLUTION # 3715

### A RESOLUTION OF THE CITY OF SEASIDE, OREGON, ESTABLISHING THE CITY OF SEASIDE AS A WELCOMING COMMUNITY, WHERE EVERYONE FEELS VALUED, ACCEPTED, RESPECTED, AND SAFE

**WHEREAS**, the City of Seaside wishes to create a community atmosphere which promotes understanding, and values the strength and innovation which comes from diversity; and

**WHEREAS**, the Seaside City Council wishes to embrace and commemorate diversity, and to extend itself to all residents of the City in ways which will serve to encourage understanding, and promote friendliness between City employees and the community; and

**WHEREAS**, the Seaside City Council publicly recognizes community organizations, private individuals and City staff for their dedication and efforts in promoting diversity as a positive value in the community.

**NOW, THEREFORE, BE IT RESOLVED** the CITY COUNCIL of the City of Seaside hereby:

Section 1. Accepts its responsibility to encourage a strong diverse community connected by its shared commitment to mutual respect, understanding and dignity for all; and

Section 2. Is committed to protecting the civil and human rights of all citizens; and

Section 3. Challenges and encourages all residents and visitors to act at all times in ways consistent with the values of equality, justice, civility, and fairness in our personal and family lives; in our neighborhoods, where we work, play, and worship; in schools; and in our civic lives through clubs, associations and other institutions; and

Section 4. Urges those who feel they have been victims or witnesses of harassment, intimidations, or discriminations, to report such incidents to the appropriate enforcement agencies.

Section 5. Makes a commitment to follow up on all reports of discrimination.

PASSED by the Council of the City of Seaside this \_\_\_ day of \_\_\_\_, 2010.

SUBMITTED to the Mayor and APPROVED by the Mayor this \_\_\_ day of \_\_\_\_, 2010.

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DON LARSON, MAYOR

ATTEST:

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Mark J. Winstanley, City Manager