

ORDINANCE 3438

AN ORDINANCE OF THE CITY OF KIRKLAND GRANTING VIACOM CABLE A FRANCHISE TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE COMMUNICATIONS SYSTEM IN THE FRANCHISE AREA.

WHEREAS, The City has received the request of Tele-Vue Systems, Inc., d/b/a Viacom Cable (hereinafter the "Operator") for renewal of its current cable franchise; and

WHEREAS, the Operator has been operating a cable communications system pursuant to a City franchise under Resolution 2490; and

WHEREAS, The City has analyzed and considered the technical ability, financial condition, and legal qualification of the Operator, and has determined that it is in the best interests of the residents of Kirkland to renew a cable franchise with the Operator; Except as expressly provided herein, the definitions and provisions set forth in the Kirkland Cable Television Master Ordinance shall govern this Franchise Agreement. Words not otherwise defined shall be given their common and ordinary meaning.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Kirkland as follows:

**Section 1: Purpose**

The City does hereby grant to Operator the right, privilege, authority and franchise to construct, operate and maintain a cable communications system in the franchise area on the terms and conditions provided hereinafter. This franchise shall, on its effective date, supersede and replace all previous franchises granted by the City to Operator, its predecessors, subsidiaries or affiliated companies.

**Section 2: Grant of Franchise**

Operator may erect, install, repair, replace, reconstruct, and repair such lines, cables, fiber optics, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appropriate to the operation of a cable communications system in, on, over, upon, across and along the franchise area as provided in this franchise.

**Section 3: Franchise Term**

This Franchise is and shall remain in full force and effect for a period of ten (10) years from and after the effective date of the Ordinance, provided, however, Operator shall have no rights under this franchise nor shall Operator be bound by the terms and conditions of this franchise unless Operator shall, within thirty (30) days after the effective date of the Ordinance, file with the City its written acceptance of this franchise, in a form acceptable to the City Attorney.

**Section 4: Service Area.**

The Operator's service area shall be the entire incorporated area of the City of Kirkland, in its present incorporated form or in any later reorganized, consolidated, enlarged, or re-incorporated form.

**Section 5: Franchise Fee.**

The Operator shall pay to the City quarterly, on or before the thirtieth (30th) day of each January, April, July and October, a sum equal to five percent (5%) or greater of gross revenues as defined in the Master Cable Television Ordinance for the preceding three months. Such remittances shall be accompanied by forms furnished by the City and reviewed by the Operator to report detailed information as to the sources of such income.

It is the intention of the City to impose utility taxes as appropriate. Such levies are separate and distinct from the franchise fees and the payment of one does not necessarily constitute a substitution for the other.

The City may raise the franchise fee, if so permitted by Federal and State law. Prior to implementation of any increase in franchise fees, the Operator may request, and will be granted, a public hearing by the City Council to discuss the benefits of said increase to the citizens of Kirkland. Upon a finding of the City Council that such increase is reasonably required to meet community needs, taking into consideration the cost of providing such increase, the City Council may require the implementation of such increase.

(a) Late Payment: Any quarterly franchise fee not paid by the Operator within thirty (30) days of the end of a quarter shall bear interest at the rate of twelve percent (12%) annually, or the maximum amount allowed under State law, whichever is greater, from the due date until paid.

(b) Financial Reports: Each franchise fee payment shall be accompanied by a financial report on a form provided by the City and reviewed by the Operator showing the basis for the Operator's computation separately indicating revenues received by the Operator within the franchise area from basic service, pay TV service, other applicable sources of revenue, and such other information directly related to confirming the amount of the Operator's gross revenues as may be reasonably required by the City.

(c) Audit by City: The City may, upon seven (7) days' advance notice, inspect the books and records of the Operator during normal business hours, for the purpose of ascertaining the actual gross revenues for the previous year collected by the Operator. In the event that such audit discloses a discrepancy of more than ten percent (10%) between the

financial report submitted by the Operator with a quarterly payment and the actual quarterly gross revenues collected by the Operator, the Operator agrees to pay to the City the costs of such audit. In the event that such audit results in a determination that additional franchise fees are due the City, the Operator further agrees to pay interest as required for late payment on such additional franchise fees computed from the date on which such additional franchise fees were due and payable. The City agrees to close the audit within six (6) months.

(d) Non-waiver: Acceptance of any franchise fee payment by the City shall not be construed as an agreement by the City that the franchise fee paid is in fact the correct amount, nor shall acceptance of payment by the City be construed as a release or waiver of any claim the City may have for further or additional sums payable under the provisions of this Franchise.

(e) Taxes: Nothing in this Section shall limit the Operator's obligation to pay applicable local, State, or Federal taxes subject to Section 622(g) of the Act.

#### **Section 6: External Costs**

Those costs incurred by the Operator that fall under the categories defined in 47 CFR 76.925(a) and (b) and so identified in this Agreement may be passed through to subscribers in accordance with rate regulation requirements. Any future amendment, clarification or deletion to the FCC Regulations will apply to any additional Franchise requirements that may arise during the term of this Franchise. However, unless expressly prohibited, a change in federal law will not preempt the right of the Operator to continue to pass through external costs as identified in the initial franchise.

**Section 7: Future Provisions**

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The City and the Operator acknowledge that if there is adequate need and interest, the City should be provided with a cable system that has the same general capabilities and capacity as those provided other cities served by the Operator in the King-Pierce-Snohomish County area of the State of Washington. Subject to the provisions of this section, the City may, at its discretion, require that the Operator provide enhanced services such as addressability, security, computer interaction, banking, shopping, voice and data transmission, High Definition Television (HDTV), fiber optic, digital compression and other such features, as well an upgrade capable of carrying at least fifty-four (54) channels, within the City within twelve (12) months of any of the following occurrences:

Provision of any of the same services identified above to the Operator's cable television system

- (a) Within any adjacent community, or;
- (b) Within forty percent (40%) of the jurisdictions in King, Pierce, and Snohomish Counties.

Notwithstanding the above, the Operator shall in any event complete the upgrade to fifty-four (54) channels within thirty-six (36) months from the effective date of this franchise.

Prior to implementation of any such service the Operator may request a public hearing by the City Council, to discuss the benefits of said features to the citizens of the City. Upon a finding by the City Council that such features are reasonably required to meet community needs, taking into consideration the expense of providing such services and the potential costs to subscribers, the City Council may require the implementation of such features in accord with the

provisions of this agreement. If the Council deems it necessary, it may, at its own option by a majority vote, extend the time requirements established in this section. Any costs triggered by this Section shall be considered external costs for the purposes of rate regulation.

**Section 8: Access Channels**

A. From and after the date of commencement of this Franchise, the Operator shall make available to the City four (4) access channels for the provision of educational and governmental access television.

Furthermore, upon City's request, Operator shall make an additional channel available for public access at the time the first of the following has occurred:

1. A fifth (5th) PEG access channel is activated in a contiguous jurisdiction; or
2. Forty-eight (48) months has passed since the effective date of this agreement; or
3. The upgrade to seventy-seven (77) channels is complete.

Also, at the completion of the upgrade to seventy-seven (77) channels, the Operator shall make available to the City up to two (2) additional access channels on its cable system (the triggered access channels) for purposes of access programming within one hundred eighty (180) days after written notice from the City to the Operator that each of the following conditions have been satisfied for the given type of access (public, educational or governmental), provided that at no time shall the Operator be required to provide more than ten percent (10%) of its activated analog capacity for PEG uses.

1. The City has made a determination, after notice and opportunity for public comment, that the use of the existing dedicated public, educational

or governmental access channels is consistent with community needs and interests, and that an additional dedicated access channel is required to meet more fully such community needs and interests.

2. The existing dedicated public, educational or governmental access channels provided under this Franchise Agreement are in use and programed with PEG access programing during at least eighty percent (80%) of the time during any consecutive thirteen (13) hour period for ten (10) consecutive weeks. For purposes of this computation, all time allocated to character generated or similar programing shall be excluded from the determination of the aggregate time such channel is in use and programed with PEG access programing during the period in question.
  3. At least one-third (1/3) of the programing presented during such ten (10) week period is produced within or related directly to the City.
  4. Not more than one-third (1/3) of the aggregate hours utilized for PEG access programing on the existing public, educational, or governmental access channels during such ten (10) week period represents programing that is repeat programing.
- B. After one hundred and eighty (180) days of operation of a triggered access channel, and upon thirty (30) days written notice, the Operator may make use of the triggered access channel for its own purposes if said channel no longer fits the above criteria for a period of ten (10) consecutive weeks. Upon one hundred and eighty (180) days' notice, the City may reclaim use of such channel(s) for transmission of access programing which cannot be accommodated on other channels then in use for access programing.

**Section 9: Institutional Networks**

The City recognizes that there may be a need for institutional services on the residential system at some point in the future for educational, public safety communications or other such uses. At such time, a governmental or educational entity desiring activation of such service(s) will provide the City Council demonstrated need of such use.

Prior to implementation of any such service, the Operator may request a public hearing by the City Council to discuss the benefits of said features to the citizens of the City. Upon a finding by the City Council that such features are reasonably required to meet community needs, taking into consideration the expense of providing such services and the potential costs to subscribers, the City Council may require the implementation of such features in accord with the provisions of this agreement. However, the cost allocated to the Operator to provide said features cannot exceed three dollars (\$3.00) per customer per year for the remainder of the term of the franchise. This cost can be considered an external cost for the purpose of rate regulation. In those instances where the residential system is used to provide these Institutional services, the Operator shall retain all ownership rights to the interactive links and the cable network.

The City and the Operator agree that any use of the interactive links and the cable network by public agencies to generate revenue or to serve non-public entities shall occur only with the prior written consent of the Operator.

**Section 10: Public Access Facilities**

The Operator shall continue to make current public access facilities available for convenient use by residents of the City. If such facilities become unavailable to said residents due to changes in existing cable franchises, the parties shall work together in good faith to secure access to other existing public



access facilities or to provide mutually agreed upon alternatives. In order to fund the public access facilities and equipment, the Operator agrees to pay to the City annually a sum of ten cents (\$.10) per subscriber per month. These costs can be considered external costs for purposes of rate regulation.

The City agrees to share any future facilities with other adjacent communities provided that the location, facilities and equipment furnished are approved by the City. Approval shall not be unreasonably withheld.

**Section 11: Government Access**

The City may wish to initiate live and/or tape broadcast from City Hall or another designated location. To this end, the Operator, no more than six (6) months from the effective date of this franchise, shall supply a direct interconnection between City Hall and the Operator's headend equipment to enable any such government access program to be supplied to the subscriber network and to enable the City to commence broadcasts. For this purpose the Operator shall provide a capital grant in the amount of Sixty Thousand Dollars (\$60,000.00).

Unless the City advises the Operator otherwise, the Operator shall also provide to the City annually an additional amount, calculated as one dollar (\$1.00) per subscriber per franchise year, for the City to purchase equipment to support full range government access productions. Neither these funds nor the value of equipment obtained shall reduce franchise fee payment obligations. These costs can be considered external costs for purposes of rate regulation.

**Section 12: Coverage.**

Subject to Section F13: Distribution and Line Extension Charges, cable service shall be made available to all residents of the City provided there are at least thirty five (35) dwelling units per street mile and that all such permission as

may be required from the owner of the property is reasonably available. The Operator may contract with third parties to deliver its service to any new areas required by this franchise. In the event that the Operator's cable system does not currently meet this requirement, the Operator shall complete such wiring and be in a position to offer cable reception to all residents within six (6) months from the grant of the Franchise. Areas subsequently annexed shall be provided with cable availability within twelve (12) months, subject to the terms in Section F13 Distribution and Line Extension Charges.

**Section 13: Distribution and Line Extension Charges**

All residents will have cable installation made available to them at the rates approved by the FCC, provided that there are at least thirty-five (35) dwelling units per street mile or one such unit within one hundred twenty-five (125) feet either aerial or underground feet of Operator's distribution system as measured from existing system or such ratio thereof.

In the event a request is made for service by a resident living in an area not meeting such criteria or in a commercial area, the Operator shall make such installation available to the requesting subscriber on a time and material cost basis.

**Section 14: Public Buildings.**

The Operator shall provide without charge for installation or monthly rate, basic service, outlet, and converter at such public buildings and schools as specified in Appendix "A" and "B" as well as other public buildings that may be constructed during the period of the Franchise that are passed by cable and within one hundred and fifty (150) feet of the trunk or distribution system.

**Section 15: Discounts.**

The City recognizes that the Operator voluntarily provides low income discounts to its customers. The Operator is adopting the standards established for Supplemental Security Income (SSI) criteria as the eligibility standards. The rates to be offered qualifying customers reflect a 20% discount off the retail rate for limited service, satellite value package, and standard service. There is no discount on premium, pay-per-view, and other optional services or equipment.

If at any time in the future the Franchise is transferred, the City shall have the right to require a similar discount be provided by the subsequent Operator.

**Section 16: Penalties.**

A violation of any of the specific requirements listed in this section is a civil violation which may subject the Operator to a monetary penalty. The City may also pursue revocation of the franchise based on circumstances coming within this section. Before determining that a civil violation exists, City will give the Operator a minimum of sixty (60) days notice to cure the problem, which may be extended, at City's discretion, if necessary due to circumstances beyond Operator's control. If the problem continues, City will send Operator a Notice of Civil Violation and monetary penalties of One Hundred Dollars (\$100.00) per day may be imposed upon Operator commencing with the date of the Notice of Civil Violation.

Within ten days after the date of the Notice of Civil Violation, Operator may request a hearing before the City Council to appeal the determination of violation, or to request waiver of some or all of the monetary penalties. If the Council upholds the determination and does not waive any amounts, monetary penalties shall be assessed from the date of the Notice of Civil Violation and until the violation no longer exists.

Monetary penalties shall be due within seven (7) days, or within five (5) days after the Council determination. If payment of any penalty is delinquent by three (3) months or more, the City may require partial or total forfeiture of performance bond or other surety as necessary to satisfy the outstanding amount due from the Operator.

Failure to comply with the following requirements is designated as a civil violation:

- a. Upgrade and features as required by Section 7: Future Provisions.
- b. PEG access channel allocations as required by Section 8: Access Channels.
- c. Institutional network activation as required by Section 9: Institutional Networks.
- d. Public access facilities as required by Section 10: Public Access Facilities.
- e. Provision of equipment and funds for government access broadcasting as required by Section 11: Government access.
- f. Coverage of existing and future annexed areas as required by Section 12: Coverage.
- g. Failure to conform to customer service standards as required by the Master Ordinance, Section 7.61.200: Customer Service.

Monetary penalties may be assessed retroactive to the date that notification was provided to the Operator in such cases where the Operator has been non-responsive in correcting the situation or in the case of flagrant violations.

The Operator and the City agree that any of the above described violations, unless excused, or not corrected by the Operator within the time

allotted, shall constitute failure to comply with a material provision of the Franchise.

**Section 17: Franchising Costs**

The Operator shall pay to the City upon acceptance of any franchise granted hereunder, the City's printing and publishing costs associated with the franchising process. Such payment is in addition to franchise fee payments. Payment is due within thirty (30) days of receipt of appropriate invoice from the City.

**Section 18: Independent Contractors.**

This Franchise shall not be interpreted to make the Operator the agent or legal representative of the City for any purpose whatsoever. The Operator is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City or to bind the City in any manner or thing whatsoever.

**Section 19: Indemnity & Hold Harmless.**

The Operator will indemnify and hold harmless the City from any and all liabilities, fees, costs and damages, except in the case of judicially determined gross negligence and/or willful misconduct of the City, whether to person or property, or expense of any type or nature which may occur to the City by reason of the construction, operation, maintenance, repair and alteration of the Operator's facilities or any other actions of the Operator in the City. In any case in which suit or action is instituted against the City by reason of damage or injury caused by the Operator, the City shall cause written notice thereof to be given to the Operator and the Operator thereupon shall have the duty to appear and defend any such suit or action, without cost or expense to the City.

Notwithstanding the above, the City agrees to defend, indemnify, save and

hold harmless the Operator, its directors, officers, shareholders, and employees against any and all claims, costs and liability for damages, injury or death arising from or connected with the City's use of the Operator's cable communications system due to or claimed to be due to or alleged to be due to negligent or wrongful acts, errors or omissions of the City, its officers, employees, contractors, agents or any person under its direction or control, save and except claims or litigations arising through the Operator's sole negligence or sole willful misconduct, and will defend any such suits at the sole cost and expense of the City, and failing to do so will make good to and reimburse the Operator for any expenditures, including reasonable attorney's fees, the Operator may make by reason of such matters. As used in this section, the term "use" shall refer only to physical use of the Operator's cable communications system, such as cablecasting of PEG programming, the use of Operator poles and aerial and underground structures and the activation of the emergency alert override.

**Section 20: Entire Terms and Conditions**

This Franchise together with other laws referred to herein, represent all of the covenants, promises, agreements, and conditions, both oral and written, between the Operator and City. However, the City reserves the right to waive any of these sections without affecting the applicability of other sections not so specifically waived. Waiver of any Franchise requirement or Ordinance Sections by the City shall be in writing in order to be effective.

**Section 21: Successors or Assigns.**

This Franchise including all addenda, and the Kirkland Municipal Code Chapter relating to CATV franchises shall be binding on the Operator, its heirs, successors, and assigns.

**Section 22: Acceptance.**

Operator shall have no rights under this Franchise nor shall Operator be bound by the terms and conditions of this Franchise unless the Operator shall, within thirty (30) days after the effective date of the Ordinance, file with the City its written acceptance of this Franchise, in a form acceptable to the City Attorney.

**Section 23: Franchise Renewal**

Any renewal of this Franchise shall comply with all applicable laws including Section 626 of the Federal Cable Act, 47 U.S.C. § 546, as amended, and the Kirkland Municipal Code CATV Chapter.

**Section 24: Severability**

If any section, subsection, sentence, clause, phrase, part or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

**Section 25: Force Majeure**

Prevention or delay of any performance under this Franchise Agreement due to circumstances beyond the Operator's control or acts of God shall not be deemed noncompliance or a violation of this Agreement.

**Section 26: Revocation**

Any franchise granted by the City may be terminated during the period of such franchise for failure by the Operator to comply with the material provisions of this Ordinance and/or the Master Ordinance.

The procedure to be followed resulting in termination unless by Operator's request, shall be:

- (a) The City shall provide Operator with a detailed written notice of such

violation. Within 30 days thereafter, Operator shall respond demonstrating that no violation occurred, that any problem has been corrected, or with a proposal to correct the problem within a specified period of time.

(b) If said response is not satisfactory to City, City may declare the Operator in default, with written notice to Operator. Within ten (10) business days after notice to Operator, Operator may deliver to City a request for a hearing before the City Council. If no such request is received, City may declare the franchise terminated for cause.

(c) If Operator timely requests a hearing, such hearing shall be held within thirty (30) days after City's receipt of the request therefor. Such hearing shall be open to the public and Operator and other interested parties may offer written and/or oral evidence explaining or mitigating such alleged non-compliance. Within ten (10) days after the hearing, the City Council, on the basis of the entire record, will make the determination as to whether there is cause for termination and whether the franchise will be terminated. The City Council may in its sole discretion fix an additional time period to cure violations. If the deficiency has not been cured at the expiration of any additional time period or if the Council does not grant any additional period, the City Council may by ordinance declare the franchise to be terminated and forfeited.

(d) If the Operator appeals revocation and termination, such revocation shall be held in abeyance pending judicial review by a court of competent jurisdiction, provided the Operator is otherwise in compliance with the Franchise.

(e) Nothing contained in the above subsections of this Section shall prevent the issuance of a new franchise containing terms substantially the



## City of Kirkland Public Buildings

## APPENDIX A

Kirkland City Hall  
123 Fifth Avenue  
Kirkland, WA

Crew Shop  
1000 Eighth Avenue  
Kirkland, WA

North Kirkland Cmnty. Center  
12421 103rd Avenue NE  
Kirkland, WA

Fire Station 22  
6602 108th Avenue NE  
Kirkland, WA

Kirkland Senior Center  
406 Kirkland Avenue  
Kirkland, WA

Fire Station 25  
12033 76th Place NE  
Kirkland, WA

Kirkland Library  
400 Kirkland Avenue  
Kirkland, WA

Fire Station 26  
9930 124th Ave. NE  
Kirkland, WA

Crew Administration  
915 Eighth Avenue  
Kirkland, WA

Fire Station 27  
11210 NE 132nd Street  
Kirkland, WA

Equipment Rental  
904 Eighth Avenue  
Kirkland, WA

Municipal Court House  
410 Sixth Street S.  
Kirkland, WA

## City of Kirkland Schools

## APPENDIX B

Bell Elementary  
11212 NE 112th  
Kirkland, WA 98033

Mark Twain Elementary  
9525 130th NE  
Kirkland, WA 98033

Community Elementary  
11133 NE 65th  
Kirkland, WA 98033

Finn Hill Jr. High  
8040 NE 132nd  
Kirkland, WA 98034

Franklin Elementary  
12434 NE 60th  
Kirkland, WA 98033

Kirkland Jr. High  
430 18th Avenue  
Kirkland, WA 98033

Hauck Elementary  
11133 NE 65th  
Kirkland, WA 98033

Northstar Jr. High  
12033 NE 80th  
Kirkland, WA 98033

Juanita Elementary  
9635 NE 132nd  
Kirkland, WA 98034

Best High School  
6512 111th NE  
Kirkland, WA 98033

Kirkland Elementary  
1312 6th Street  
Kirkland, WA 98033

Juanita High School  
10601 NE 132nd  
Kirkland, WA 98034

Lakeview Elementary  
10400 NE 68th  
Kirkland, WA 98034

Lake Washington High School  
12033 NE 80th  
Kirkland, WA 98033

Rose Hill Elementary  
8044 128th NE  
Kirkland, WA 98033

Otteson High School  
11605 132nd NE  
Kirkland, WA 98034

## City of Kirkland

## Programing Survey

## Results of Residents' Survey

9/4/92

<u>Type of Programming</u>	<u>% Responding Interest as Very High to Somewhat High</u>
News .....	81%
Sports.....	50%
Weather .....	44%
Old Movies .....	44%
Fine Arts... ..	38%
Business.....	33%
Adult Education.....	30%
Children's Programing.....	29%
Health.....	29%
Consumer Information .....	24%
Video Music .....	19%
U.S. Congress Proceedings.....	19%
Country Music.....	16%
Local Bulletin Board.....	13%
Religious Programing .....	10%
Senior Citizens Benefits.....	8%
Foreign Programing .....	6%
Local Advertising .....	5%

same or identical to a franchise which previously was revoked, upon satisfactory assurances made to the City Council that the terms and conditions of this Ordinance can be met by the new Operator.

**Section 27: Notice.**

Written notices shall be deemed to have been duly served if delivered in person to the individual or entity for whom it was intended, or if delivered at or sent by registered or certified United States mail to the last business address known to the party who gives the notice.

All notices and requests shall be addressed to the City of Kirkland and the Operator as follows:


<p>CITY: City Clerk City of Kirkland 123 Fifth Avenue Kirkland, WA 98033</p>	<p>OPERATOR: Viacom Cablevision P.O. Box 5187 Everett, WA 98206</p>
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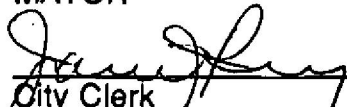
**Section 28: Effective Date**

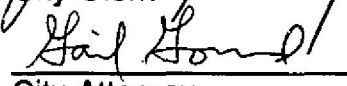
This Ordinance shall be in force and effect five days from and after its passage by the Kirkland City Council and publication pursuant to Section 1.08.017, Kirkland Municipal Code, in the summary form attached to the original of this Ordinance and by this reference approved by the City Council.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 15th day of November, 1994.

Signed in authentication thereof this 15th day of November, 1994.

  
 \_\_\_\_\_  
 MAYOR

Attest:  
  
 \_\_\_\_\_  
 City Clerk

Approved as to Form:  
  
 \_\_\_\_\_  
 City Attorney

PUBLICATION SUMMARY OF ORDINANCE NO. 3438

AN ORDINANCE OF THE CITY OF KIRKLAND GRANTING VIACOM CABLE A FRANCHISE TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE COMMUNICATIONS SYSTEM IN THE FRANCHISE AREA.

SECTIONS 1-7. Provide for the grant to Viacom of a franchise for a cable communications system for ten years on specified terms and conditions.

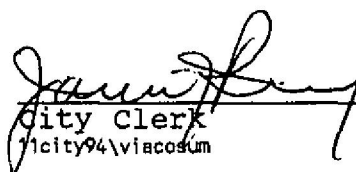
SECTIONS 8-15. Set forth terms for availability of service to customers and government facilities and regarding public access.

SECTIONS 16-27. Set forth administrative provisions for the franchise and concerning its legal effect.

SECTION 28. Authorizes publication of the ordinance by summary, which summary is approved by the City Council pursuant to Section 1.08.017 Kirkland Municipal Code and establishes the effective date as five days after publication of summary.

The full text of this Ordinance will be mailed without charge to any person upon request made to the City Clerk for the City of Kirkland. The Ordinance was passed by the Kirkland City Council at its regular meeting on the 15th day of November, 1994.

I certify that the foregoing is a summary of Ordinance 3438 approved by the Kirkland City Council for summary publication.

  
\_\_\_\_\_  
City Clerk  
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