

ORDINANCE NO. 1445

AN ORDINANCE OF THE CITY OF REDLANDS, CALIFORNIA, PROVIDING FOR THE GRANTING OF FRANCHISES FOR COMMUNITY ANTENNA TELEVISION SYSTEMS; PROVIDING TERMS AND CONDITIONS FOR THE OPERATION OF SUCH COMMUNITY ANTENNA TELEVISION SYSTEMS AND FEES THEREFOR.

The City Council of the City of Redlands does ordain as follows:

Section 1. DEFINITIONS. For the purpose of this ordinance, the following terms, phrases, words, abbreviations, and their derivations shall have the meaning given herein.

When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

A. "City" shall mean the City of Redlands, California, a municipal corporation of the State of California, in its present incorporated form or in any later reorganized, consolidated, enlarged or re-incorporated form.

B. "Council" shall mean the present governing body of the City or any future board constituting the legislative body of the City.

C. "Franchise" shall mean and include any authorization granted hereunder in terms of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a CATV system in the City. Any such authorization, in whatever term granted, shall not mean and include any license or permit required for the privilege of transacting and carrying on a business within the City in accordance with

1 D. "Grantee" shall mean the person, firm or corpora-
2 tion to whom or which a franchise, as hereinabove defined, is
3 granted by the Council under this Ordinance, and the lawful
4 successor, transferee or assignee of said person, firm or corpo-
5 ration.

6 E. "Street" shall mean the surface of and the space
7 above and below any public street, road, highway, freeway, lane,
8 path, alley, court, sidewalk, parkway, drive or way, now or
9 hereafter existing as such within the City.

10 F. "Property of grantee" shall mean all property
11 owned, installed or used by a grantee in the conduct of a CATV
12 business in the City under the authority of a franchise granted
13 pursuant to this Ordinance.

14 G. "CATV" shall mean a community antenna television
15 system as hereinafter defined.

16 H. "Community Antenna Television System" shall mean
17 a system of antenna, coaxial cables, wires, wave guides, micro-
18 wave links, signal repeaters or other conductors, equipment or
19 facilities designed, constructed or used for the purpose of
20 providing television or FM radio service by cable or through
21 its facilities as herein contemplated. CATV shall not mean or
22 include the transmission of any special program or event for
23 which a separate and distinct charge is made to the subscriber
24 in the manner commonly known and referred to as "pay television."

25 I. "Subscriber" shall mean any person or entity re-
26 ceiving for any purpose the CATV service of a grantee.

27 J. "Gross Annual Receipts" shall mean any and all
28 compensation and other consideration in any form whatever and
29 any contributing grant or subsidy received directly or indirectly
30 by a grantee from subscribers or users in payment for television
31 or FM radio signals or service received within the City.

1 or commercial messages over the CATV facilities. Included in
2 gross annual receipts shall be installation and line extension
3 charges levied by the grantee to subscribers.

4 Gross annual receipts shall not include any taxes
5 or services furnished by the grantee imposed directly on any
6 subscriber or user by any city, state or other governmental
7 unit and collected by the grantee for such governmental unit.

8 K. "Franchise Area" shall mean the territory within
9 the City throughout which grantee shall be authorized to con-
10 struct, maintain and operate its system and shall include any
11 enlargements thereof and additions thereto.

12 Section 2. EXCLUSIVE USE OF TELEPHONE FACILITIES.

13 When and in the event that the grantee of any franchise granted
14 hereunder constructs, operates and maintains a CATV system
15 exclusively through telephone company facilities constructed,
16 operated and maintained pursuant to a state-granted telephone
17 franchise and offers satisfactory proof that in no event during
18 the life of such franchise shall the grantee make any use of
19 the streets independently of such telephone company facilities,
20 said grantee shall be required to comply with all of the pro-
21 visions hereof as a "licensee" and in such event whenever the
22 term "grantee" is used herein it shall be deemed to mean and
23 include "licensee."

24 Section 3. FRANCHISE TO OPERATE. A nonexclusive
25 franchise to construct, operate and maintain a CATV system
26 within all or any portion of the City may be granted by the
27 Council to any person, firm or corporation, whether operating
28 under an existing franchise or not, who or which offers to fur-
29 nish and provide such system under and pursuant to the terms
30 and provisions of this Ordinance.

31 No provision of this Ordinance may be deemed or con-
32

1 opinion of the Council it is in the public interest to restrict
2 the number of grantees to one or more.

3 Section 4. USES PERMITTED BY GRANTEE. Any franchise
4 granted pursuant to the provisions of this Ordinance shall
5 authorize and permit the grantee to engage in the business of
6 operating and providing a CATV system in the City, and for that
7 purpose to install, construct, repair, replace, reconstruct,
8 maintain and retain in, on, over, under, upon, across and along
9 any public street, such wires, cables, conductors, ducts, con-
10 duit, vaults, manholes, amplifiers, appliances, attachments,
11 and other property as may be necessary and appurtenant to the
12 CATV system. No new poles may be installed except where unusual
13 circumstances exist and where express written permission is
14 provided by the Public Works Director.

15 No franchise granted hereunder shall be construed a
16 franchise, permit or license to transmit any special program or
17 event for which a separate and distinct charge is made to the
18 subscriber in the manner commonly known and referred to as "pay
19 television," and no grantee shall directly or indirectly install,
20 maintain or operate on any television set a coin box or any
21 other device or means for collection of money for individual
22 programs.

23 The grantee may make a charge to subscribers for in-
24 stallation or connection to its CATV system and a fixed monthly
25 charge as filed and approved as herein provided. No increase
26 in the rates and charges to subscribers, as set forth in the
27 schedule filed and approved with grantee's application, may be
28 made without the prior approval of the Council expressed by
29 resolution.

30 Section 5. DURATION OF FRANCHISE. No franchise
31 granted by the Council under this Ordinance shall be for a term
32 longer than fifteen (15) years following the date of acceptance

Any such franchise granted hereunder may be terminated prior to its date of expiration by the Council in the event that said Council shall have found, at a public hearing, after thirty (30) days' notice of any proposed termination that:

A. The grantee has failed to comply with any provision of this Ordinance, or has, by act or omission, violated any term or condition of any franchise or permit issued hereunder; or

B. Any provision of this Ordinance has become invalid or unenforceable and the Council further finds that such provision constitutes a consideration material to the grant of said franchise; or

C. The City acquires the CATV system property of the grantee.

Section 6. FRANCHISE PAYMENTS

A. ACCEPTANCE FEE. The grantee of any franchise granted pursuant to this Ordinance shall pay to the City upon acceptance of such franchise, a fee certain of \$2,500.00.

B. ANNUAL FRANCHISE FEE. The grantee of any franchise shall pay annually to the City during the life of the franchise a sum equal to five percent (5%) of the gross annual receipts of the grantee derived from subscriptions and users within the City, and in addition thereto such other sums as may be provided for in grantee's franchise. Such payments will be made to the City Treasurer.

The grantee shall file with the City, within thirty (30) days after the expiration of any fiscal year or portion thereof during which such franchise is in force, a financial statement prepared by a certified public accountant, showing in detail the gross annual receipts, as defined herein, of grantee during the preceding fiscal year or portion thereof. It shall be the duty of the grantee to pay to the City, within

1 sum hereinabove prescribed or any unpaid balance thereof for the
2 calendar year or portion thereof covered by such statements.

3 In the event that the above payment is not received
4 by the City within the specified time, grantee shall pay to the
5 City liquidated damages of two (2) percent per month on the un-
6 paid balance in addition thereto. In any year during which pay-
7 ments under this section amount to less than One Thousand Eight
8 Hundred Dollars (\$1,800.00) per year, grantee shall pay the
9 City as a minimum an amount equal to One Thousand Eight Hundred
10 Dollars (\$1,800.00) per year. For any portions of a year, such
11 minimum shall be prorated at the rate of \$150.00 monthly.

12 The City shall have the right to inspect the grantee's
13 records showing the gross receipts from which its franchise
14 payments are computed and the right of audit and recomputation
15 of any and all amounts paid under this Ordinance. No acceptance
16 of any payments shall be construed as a release or as an accord
17 and satisfaction of any claim the City may have for further or
18 additional sums payable under this Ordinance or for the perfor-
19 mance of any other obligation hereunder.

In the event of any holding over after expiration or
other termination of any franchise granted hereunder, without
the consent of the City, the grantee shall pay to the City a
reasonable compensation and damages, of not less than One Hundred
percent (100%) of its total gross profits before depreciation
and excluding any special charges during said period.

Section 7. LIMITATIONS OF FRANCHISE.

A. Any franchise granted under this Ordinance shall
be nonexclusive.

B. No privilege or exemption shall be granted or
conferred by any franchise granted under this Ordinance except
those specifically prescribed herein.

C. Any privilege claimed under any such franchise

1 subordinate to any prior lawful occupancy of the streets or
2 other public property.

3 D. All transmission and distribution structures, lines
4 and equipment of the grantee within the City shall be so located
5 as to cause no interference with the proper use of streets,
6 alleys and other publicways and places and to cause no inter-
7 ference with the rights of reasonable convenience of property
8 owners who adjoin any of the said streets, alleys or other public-
9 ways and places.

10 E. In case of any disturbance of pavement, sidewalk,
11 driveway or other surfacing, the grantee shall, at its own cost
12 and expense and in a manner approved by the Public Works Direc-
13 tor of the City, replace and restore all paving, sidewalk, drive-
14 way or surface of any street or alley disturbed in as good condi-
15 tion as before said work was commenced and shall maintain the
16 restoration in an approved condition for the duration of the
17 franchise.

18 F. Whenever it is necessary to shut off or interrupt
19 service for the purpose of making repairs, adjustments, alter-
20 ations or installations, the grantee shall do so at such time
21 as will cause the least amount of inconvenience to its custo-
22 mers and unless such interruption is unforeseen and immediately
23 necessary, it shall give reasonable notice thereof to its cus-
24 tomers.

25 G. Any such franchise shall be a privilege to be
26 held in personal trust by the original grantee. It cannot in
27 any event be sold, transferred, leased, assigned or disposed
28 of in whole or in part either by forced or involuntary sale,
29 or by voluntary sale, merger, consolidation; operation of law
30 or otherwise without the prior consent of the Council, after
31 a public hearing, expressed by resolution and then under such

1 assignment shall be made only by an instrument in writing, a
2 duly executed copy of which shall be filed in the office of
3 the City Clerk within ten (10) days after any such transfer
4 or assignment. Said consent of the Council may not be arbi-
5 trarily refused; provided, however, the proposed assignee will
6 show financial responsibility and must agree to comply with all
7 provisions of this Ordinance; and provided, further, that no
8 such consent shall be required for a transfer in trust, mortgage,
9 or other hypothecation as whole to secure an indebtedness.

10 H. Time shall be of the essence of any such franchise
11 granted hereunder. The grantee shall not be relieved of his
12 obligation to comply promptly with any of the provisions of this
13 Ordinance by any failure of the City to enforce prompt com-
14 pliance.

15 I. Any right or power in, or duly impressed upon,
16 any officer, employee, department or board of the City shall
17 be subject to transfer by the City to any other officer, employee,
18 department or board of the City.

19 J. The grantee shall have no recourse whatsoever
20 against the City for any loss, cost, expense or damage arising
21 out of any provision or requirement of this Ordinance or of
22 any franchise issued hereunder or because of its enforcement.

23 K. The grantee shall be subject to all requirements
24 of City ordinances, rules, regulations and specifications
25 heretofore or hereafter enacted or established including but
26 not limited to those concerning the undergrounding of utilities,
27 street work, street excavation, use, removal and relocation of
28 property within a street and other street work.

29 L. Any such franchise granted shall not relieve the
30 grantee of any obligation involved in obtaining pole space for
31 any department of the City, utility company, or from others
32 maintaining poles in streets.

1 M. Any franchise granted hereunder shall be in lieu
2 of any and all other rights, privileges, powers, immunities,
3 and authorities owned, possessed, controlled, or exercisable
4 by grantee, or any successor to any interest of grantee, of or
5 pertaining to the construction, operation, or maintenance of
6 any CATV system in the City; and the acceptance of any franchise
7 hereunder shall operate as between grantee and the City, as an
8 abandonment of any and all of such rights, privileges, powers,
9 immunities, and authorities within the City, to the effect
10 that, as between grantee and the City, any and all construction,
11 operation and maintenance by any grantee of any CATV system in
12 the City shall be, and shall be deemed and construed in all
13 instances and respects to be, under and pursuant to said
14 franchise, and not under or pursuant to any other right, privi-
15 lege, power, immunity, or authority whatsoever.

16 N. The grantee shall at all times during the life
17 of this franchise comply with all provisions of existing and
18 future rules and regulations of the City, the State of Califor-
19 nia, and the United States of America.

20 O. If at any time during the period of this franchise,
21 the City shall lawfully elect to alter or change the grade of
22 any street, sidewalk, alley or other publicway, the grantee,
23 upon reasonable notice by the City, shall remove, relay, and
24 relocate his wires, cables, underground conduits, manholes and
25 other fixtures at its own expense.

26 P. Any fixtures placed in any publicway by the
27 grantee, shall be placed in such a manner as not to interfere
28 with the usual travel on such publicway.

29 Q. The grantee shall on the request of any person
30 holding a building moving permit issued by the City, temporarily
31 raise or lower its wires to permit the moving of building
32

of wires shall be paid by the person requesting the same and the grantee shall have the authority to require such payment in advance. The grantee shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary wire changes.

R. When tree trimming is required, the grantee shall request the City Park Superintendent to trim trees upon and overhanging streets, alleys, sidewalks and public ways and places of the City so as to prevent the branches of such trees from coming in contact with the wires and cables of the grantee. Such requested tree trimming will be done by the City at the sole expense of the grantee.

S. In all sections of the City where the cables, wires, or other like facilities of one or more public utilities engaged in providing electric or telephone service are placed underground, the grantee shall place its cables, wires, or other like facilities underground, unless microwave links or wireless transmission is utilized, in which case prior approval shall be obtained by the Public Works Director of the City.

Section 8. RIGHTS RESERVED TO THE CITY.

A. Nothing herein shall be deemed or construed to impair or affect, in any way, to any extent, the right of the City to acquire the property of the grantee, either by purchase or through the exercise of the right of eminent domain, at a fair and just value, which shall not include any amount for the franchise itself or for any of the rights or privileges granted, and nothing herein contained shall be construed to contract away or to modify or abridge, either for a term or in perpetuity, the City's right of eminent domain.

B. There is hereby reserved to the City every right and power which is required to be herein reserved or provided

any franchise, agrees to be bound thereby and to comply with any action or requirements of the City in its exercise of such rights or power, heretofore or hereafter enacted or established.

C. Neither the granting of any franchise hereunder nor any of the provisions contained herein shall be construed to prevent the City from granting any identical, or similar, franchise to any other person, firm or corporation, within all or any portion of the City.

D. There is hereby reserved to the City the power to amend any section or part of this Ordinance so as to require additional or greater standards of construction, operation, maintenance or otherwise, on the part of the grantee.

E. Neither the granting of any franchise nor any provision hereof shall constitute a waiver or bar to the exercise of any governmental right or power of the City.

F. The Council may do all things which are necessary and convenient in the exercise of its jurisdiction under this Ordinance and may determine any question of fact which may arise during the existence of any franchise granted hereunder. The City Manager is hereby authorized and empowered to adjust, settle, or compromise any controversy or charge arising from the operations of any grantee under this Ordinance, either on behalf of the City, the grantee, or any subscriber, in the best interest of the public. Either the grantee or any member of the public who may be dissatisfied with the decision of the City Manager may appeal the matter to the Council for hearing and determination. The Council may accept, reject or modify the decision of the City Manager, and the Council may adjust, settle, or compromise any controversy or cancel any charge arising from the operations of any grantee or from any provision of this Ordinance.

1 A. Within thirty (30) days after acceptance of any
2 franchise the grantee shall proceed with due diligence to
3 obtain all necessary permits and authorizations which are re-
4 quired in the conduct of its business, including, but not
5 limited to, any utility joint use attachment agreements, micro-
6 wave carrier licenses, and any other permits, licenses and
7 authorizations to be granted by duly constituted regulatory
8 agencies having jurisdiction over the operation of CATV systems,
9 or their associated microwave transmission facilities.

10 B. Within ninety (90) days after obtaining all
11 necessary permits, licenses and authorizations, grantee shall
12 commence construction and installation of the CATV system.

13 C. Within ninety (90) days after the commencement
14 of construction and installation of the system, grantee shall
15 proceed to render service to subscribers, and the completion
16 of the construction and installation shall be pursued with
17 reasonable diligence thereafter, so that service to all areas
18 designated on the map accompanying the application for fran-
19 chise, as provided in Section 22 hereof, shall be provided
20 to all grantee's licensed subscribers within such time and upon
21 such conditions as shall be determined by the City Council.

22 D. Failure to do any of the foregoing shall be
23 grounds for a termination of the franchise.

24 E. The City Manager may extend the time for obtain-
25 ing necessary permits and authorizations and for beginning
26 construction and installation for additional periods in the
27 event the grantee acting in good faith experiences delays by
28 reason of circumstances beyond his control.

29 Section 10. LOCATION OF PROPERTY OF GRANTEE.

30 A. Any wires, cable lines, conduits or other pro-
31 perties of the grantee to be constructed or installed in
32 streets, shall be so constructed or installed only at such

1 locations and in such manner as shall be approved by the Public
2 Works Director acting in the exercise of his reasonable discre-
3 tion.

4 B. The grantee shall not install any facilities or
5 apparatus in or on other public property, places or rights-of-
6 way, or within any privately-owned area within the City which
7 has not yet become a public street but is designated or delineated
8 as a proposed public street on any tentative subdivision map
9 approved by the City, except those installed upon public utility
10 facilities now existing, without obtaining the prior written
11 approval of the Public Works Director.

12 C. In those areas and portions of the City where the
13 transmission and/or distribution facilities of one or more
14 public utilities engaged in providing electric or telephone
15 service are underground or hereafter may be placed underground,
16 then the grantee shall likewise construct, operate and maintain
17 all of its transmission and distribution facilities underground.

18 Section 11. REMOVAL AND ABANDONMENT OF PROPERTY OF
19 GRANTEE.

20 A. In the event that the use of any part of the CATV
21 system is discontinued for any reason for a continuous period
22 of three (3) months, or in the event such system or property
23 has been installed in any street or public place without com-
24 plying with the requirements of grantee's franchise or this
25 Ordinance, or the franchise has been terminated, cancelled or
26 has expired, the grantee shall promptly, upon being given
27 thirty (30) days' notice remove from the streets or public
28 places all such property of such system other than any which
29 the Director of Public Works may permit to be abandoned in
30 place. In the event of such removal, the grantee shall promptly
31 restore the street or other area from which such property has

1 Public Works.

2 B. Any property of the grantee remaining in place
3 thirty (30) days after the termination or expiration of the
4 franchise shall be considered permanently abandoned. The City
5 Manager may extend such time not to exceed an additional thirty
6 (30) days.

7 C. Any property of the grantee to be abandoned in
8 place shall be abandoned in such manner as the Director of
9 Public Works shall prescribe. Upon permanent abandonment of
10 the property of the grantee in place, the property shall become
11 that of the City, and the grantee shall submit to the City
12 Council an instrument in writing, to be approved by the City
13 Attorney, transferring to the City the ownership of such property.

14 Section 12. CHANGES REQUIRED BY PUBLIC IMPROVEMENTS.

15 The grantee shall, at its expense, protect, support, temporarily
16 disconnect, relocate in the same street or other public place,
17 or remove from the street or other public place, any property
18 of the grantee when required by the Director of Public Works
19 by reason of traffic conditions, public safety, street vaca-
20 tion, freeway and street construction, change or establishment
21 of street grade, installation of sewers, drains, storm drains,
22 water pipes, power lines, signal lines, and tracks or any other
23 type of structures or improvements by public agencies; provided,
24 however, that the grantee shall in all such cases have the
25 privilege and be subject to the obligations to abandon any
26 property of the grantee in place, as provided in Section 11
27 hereof.

28 Section 13. FAILURE TO PERFORM STREET WORK. Upon
29 failure of the grantee to commence, pursue, or complete any
30 work required by law or by the provisions of this Ordinance or
31 by its franchise to be done in any street or other public

the Public Works Director, the City Manager may, at his option, cause such work to be done and the grantee shall pay to the City the cost thereof in the itemized amounts reported by the City Manager to the grantee within ten (10) days after receipt of such itemized report.

Section 14. GUARANTEE OF FAITHFUL PERFORMANCE

A. As a Guarantee of Faithful Performance the grantee shall, concurrently with the filing of and acceptance of award of any franchise granted under this Ordinance, provide the City Treasurer, City of Redlands, with one or more of the following instruments, in a total amount of One Hundred Thousand Dollars (\$100,000.00):

1. Cash or its equivalent.
2. An Commercial Bank Paper irrevocable Commercial Letter of Credit in favor of the City of Redlands.
3. A Time Certificate of Deposit payable to the City of Redlands.
4. An assignment of account to the City of Redlands demand or time, in approved form.
5. An Savings & Loan Assn. Paper assignment of share account only to the City of Redlands in approved form.

All instruments in lieu of cash or Certificate of Deposit must be subject to sight drafts at par by the City of Redlands. Such drafts will be accompanied by a statement signed by the Treasurer of the City of Redlands that the monies drawn shall be used solely for the purpose which the instrument was required. Federally insured institutions only shall be eligible to furnish in lieu paper. Time account assignments

These instruments shall remain the possession of the City Treasurer during the entire period of the franchise, or any renewal thereof. Conditioned upon the faithful performance of grantee, and upon the further condition that in the event grantee shall fail to comply with any one or more of the provisions of this Ordinance, or of any franchise issued to the grantee hereunder, there shall be recoverable jointly and severally from the guarantee instruments any damages or loss suffered by the City as a result thereof, including the full amount of any compensation, indemnification, or cost of removal or abandonment of any property of the grantee as prescribed hereby which may be in default, plus a reasonable allowance for attorney's fees and costs, up to the full amount of the guarantee instruments; said condition to be a continuing obligation for the duration of such franchise and any renewal thereof and thereafter until the grantee has liquidated all of its obligations with the City that may have arisen from the acceptance of said franchise or renewal by the grantee or from its exercise of any privilege therein granted.

B. Neither the provisions of the section, nor any damages recovered by the City thereunder, shall be construed to excuse faithful performance by the grantee or limit the liability of the grantee under any franchise issued hereunder or for damages, either to the full amount of the guarantee instruments or otherwise.

Section 15. INDEMNIFICATION OF CITY.

A. The grantee shall indemnify and hold harmless the City, its officers, boards, commissions, agents and employees against and from any and all claims, demands, actions, suits, liabilities, and judgments of every kind and nature and regardless of the merit of the same, arising out of or related to the exercise or enjoyment of any CATV franchise granted pursuant to the provisions of this chapter, including claims, demands, actions, suits, liabilities and judgments based upon any infringement or violation or alleged violation of any copyright; and grantee shall reimburse the City for any costs and expenses incurred by City in defending against any such claim or demand or action, including any attorney fees, accountant fees, expert witness or consultant fees, court costs, per diem expense, travel and living expense; and grantee shall upon demand of the City appear in and defend any and all suits, actions or other legal proceedings whether judicial, quasi-judicial, administrative or otherwise, brought by third persons or duly constituted authorities against or affecting the City, its officers, boards, commissions, agents or employees and arising out of or related to the exercise or enjoyment of such franchise, or the granting thereof by the City; the foregoing obligation shall exist and continue without reference to or limitation by the amount of any bond, policy of insurance, deposit, undertaking or other security required hereunder;

provided that neither grantee nor City shall make or enter into any compromise or settlement of any claim, demand, action or suit without first giving the other ten (10) days' prior written notice of its intentions to do so.

B. The grantee shall, concurrently with the filing of an acceptance of award of any franchise granted under this Ordinance, furnish to the City and file with the City Clerk, and at all times during the existence of any franchise granted hereunder, maintain in full force and effect, at its own cost and expense, a Comprehensive General Liability insurance policy, in protection of the City, its officers, boards, commissions, agents and employees, in a company approved by and in a form acceptable to the City Attorney, protecting the City and all persons against liability for loss or damage for personal injury, death and property damage, occasioned by the operations of grantee under such franchise, with minimum liability limits of Two Hundred Fifty Thousand Dollars (\$250,000.00) for personal injury or death of any one person, and Five Hundred Thousand Dollars (\$500,000.00) for personal injury or death of two or more persons in any one occurrence and One Hundred Thousand Dollars (\$100,000.00) for damage to property resulting from any one occurrence.

C. The policy mentioned in the foregoing paragraph shall be primary insurance, shall name the City, its officers, boards, commissions, agents and employees, as additional insured and shall contain a provision that a written notice of cancellation, reduction, or other material change in coverage of said policy shall be delivered to the City Clerk thirty (30) days in advance of the effective date thereof. If said insurance is provided by a policy which also covers grantee or any

1 Section 16. INSPECTION OF PROPERTY AND RECORDS.

2 A. At all reasonable times, the grantee shall permit
3 any duly authorized representative of the City to examine all
4 property of the grantee, together with any appurtenant property
5 of the grantee situated within or without the City, and to
6 examine and transcribe any and all maps and other records kept
7 or maintained by the grantee or under its control which deal
8 with the operations, affairs, transactions or property of the
9 grantee with respect to its franchise. If any such maps or
10 records are not kept in the City, or upon reasonable request
11 made available in the City, and if the City Manager shall
12 determine that an examination thereof is necessary or appro-
13 priate, then all travel and maintenance expense necessarily
14 incurred in making such examination shall be paid by the grantee.

15 B. The grantee shall prepare and furnish to the City
16 Manager and/or Finance Director at the times and in the form
17 prescribed by either of said officers, such reports with respect
18 to its operations, affairs, transactions or property, as may be
19 reasonably necessary or appropriate to the performance of any
20 of the rights, functions or duties of the City or any of its
21 officers in connection with the franchise.

22 C. The grantee shall at all times make and keep in
23 the City full and complete plans and records showing the exact
24 location of all CATV system equipment installed or in use in
25 streets and other public places in the City.

26 D. The grantee shall file with the Public Works
27 Director, on or before the last day in March of each year, four
28 (4) copies of a current map or set of maps drawn to scale,
29 showing all CATV system equipment installed and in place in
30 streets and other public places of the City.

31 Section 17. OPERATIONAL STANDARDS. The CATV system

1 and best accepted standards of the industry to the effect that
2 subscribers shall receive the highest possible service. In
3 determining the satisfactory extent of such standards the
4 following among others shall be considered:

5 A. That the system provide a minimum of twenty (20)
6 channels, capable of delivering to subscribers the entire VHF
7 and FM spectrum and selected portions of the UHF spectrum.

8 B. That the system, as installed, be capable of
9 passing standard color TV signals without the introduction of
10 material degradation on color fidelity and intelligence.

11 C. That the system and all equipment be designed
12 and rated for 24-hour per day continuous operation.

13 D. That the system provides a nominal signal level
14 of 2000 microvolts across 75 ohms at the input terminals of
15 each TV receiver. A minimum signal of 1000 microvolts across
16 75 ohms shall be maintained for at least 95 per cent of the
17 operating time.

18 E. The system signal-to-noise ratio shall not be
19 less than 43 db. (decibels). Signal-to-noise is a figure of
20 merit, thus insuring distribution of picture without noticeable
21 degradation.

22 F. Hum modulation of a 100 percent modulated picture
23 signal shall not exceed 2 percent.

24 G. The system shall not exceed a VSWR (Voltage
25 Standing Wave Ratio) of 1.2 at any point in the system.

26 H. The sound carrier level on each television channel
27 distributed shall not be less than 17 db below the level of
28 either adjacent picture carrier.

29 I. The carrier level of each FM channel distributed
30 shall be not less than 17 db below the picture carrier level
31 in television channels adjacent to the FM band.

32 J. Co-channel interference

1 interference and other extraneous signals, including hum,
2 measured at the receiver input, shall be at least -40 db with
3 respect to the peak carrier level of each desired channel.

4 K. Isolation between any two subscribers shall be
5 at least 35 db.

6 L. Radiation from coaxial cables and electronic equip-
7 ment in the distribution system including power supplies and
8 associated power lines shall be less than 10 microvolts per
9 meter at any point at a distance of ten feet. Each power supply
10 or its associated housing shall be equipped with a suitable
11 RF power line filter which shall provide not less than 36 db of
12 attenuation to all frequency transmitted over this system.

13 M. Interference from sources external to the system
14 shall not be noticeable with a blank-screen test.

15 N. All equipment must conform with any pertinent
16 City of Redlands and/or underwriter's laboratory standards
17 whichever shall be more stringent.

18 O. The system shall maintain all of the above
19 specifications between ambient temperature limits from minus
20 20 degrees Fahrenheit to plus 120 degrees Fahrenheit, where
21 ambient temperature is defined as the officially recorded City
22 air temperature, and also for AC power line variations between
23 105 and 130 volts, and between 55 and 65 Hz. The maximum
24 level change at the input to any randomly selected receiver
25 shall be 3 db with a temperature change of 50 degrees fahren-
26 heit, with no adjustment and with the AC line voltage constant
27 within 5 percent of nominal. The maximum level change shall
28 be 3 db for a constant ambient temperature with a voltage varia-
29 tion from 105 to 130 volts.

30 P. The signal received by the customer shall be

1 technical conditions over which the system operator has no
2 control.

3 Section 18. PROOF OF PERFORMANCE SPECIFICATION. The
4 franchise grantee shall submit at the commencement of operation
5 a proof of performance for each CATV system or major operating
6 portion thereof that the system is operating in conformance with
7 each of the standards and specifications listed above as of the
8 date of the statement. The statement shall be submitted in a
9 form approved by the City Manager. Thereafter, at least once
10 annually the City shall employ the services of a consultant,
11 expert in this field, who will determine that the system is
12 operating in conformance with each of the standards and specifi-
13 cations listed above as of the date of the statement. This
14 statement, too, shall be submitted in the form approved by the
15 City Manager. Any such costs incurred by the City to determine
16 proof of performance of the operational specifications shall be
17 paid by the grantee within ten (10) days of receipt of state-
18 ment of costs sent by the City. More frequent proof of perform-
19 ance of the operational specifications may be required.

20 Section 19. MISCELLANEOUS PROVISIONS.

21 A. When not otherwise prescribed herein, all matters
22 herein required to be filed with the City shall be filed with
23 the City Clerk.

24 B. The rate schedule for advertising and for any
25 connection fee or monthly service charge or charge thereto to
26 subscribers must have written approval of the City Council.

27 C. Both the installation and monthly service charges
28 for CATV service shall be specified in the agreement between
29 the grantee and the subscriber.

30 D. The grantee must pay to the City a sum of money
31 sufficient to reimburse it for expenses incurred by it in

granting of the franchise pursuant to the provisions of this chapter; such payment to be made in ten (10) days after the City shall furnish such grantee with a written statement of such expense.

E. The grantee shall maintain a toll-free telephone number, with twenty-four (24) hour-per-day answering or referral service, within the City of Redlands so that CATV maintenance service shall be promptly available to subscribers, the cost of said maintenance service of grantee's system shall be borne by grantee.

F. The grantee shall keep a maintenance service log which will indicate the nature of each service complaint, the date and time it was received, the disposition of said complaint and the time and date cleared. This log shall be made available for periodic inspection by the City.

G. Grantee shall bear the prime responsibility for appropriate corrective action whenever improper performance is detected in any part of the system, regardless of whether public utility distribution facilities are utilized.

H. No person, firm or corporation in the existing service area of grantee shall be arbitrarily refused service; provided, however, that grantee shall not be required to provide service to any subscriber who does not pay the applicable connection fee or the applicable monthly service charge.

I. Grantee shall without charge provide in the franchise area all subscriber services of its system to all public schools, to any institution of general education, attendance at which satisfies the State of California education code and General Laws of the State of California, City police and fire stations, City recreation centers and other such buildings owned or controlled by the City as the City Manager shall designate. Such service shall consist of a connection to the exterior of the building or property involved and a connection to the in-

use, including the University of Redlands, twenty (20) percent of his channels (with a minimum availability of 4 channels).

When such public use or school designated channels are not required for use as such, they may be temporarily used by the grantee, upon written request to the City Manager

J. In the case of an emergency or disaster, as determined by the City Manager, the grantee shall upon request of the City Manager make available his facilities to the City for emergency use during the emergency or disaster.

K. Neither the grantee hereunder nor any shareholder of the grantee shall engage in the business of selling, repairing or installing television receivers, radio receivers, or accessories for such receivers within the City of Redlands during the term of this franchise, and the grantee shall not allow any of its shareholders to so engage in any such business.

L. Any franchise granted pursuant to the provisions of this ordinance authorizes only the operation of the CATV system as provided herein and does not take the place of any other franchise, license or permit which might be required by law of the grantee.

M. The grantee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public.

N. The grantee shall install and maintain its wires, cables, fixtures and other equipment in accordance with the requirements of General Order No. 95 of the Public Utilities Commission of the State of California and in such manner that they will not interfere with any installation of the City of a public utilities serving the City.

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

P. Grantee shall establish and maintain a studio and a mobile van capable of originating local color transmissions via the CATV system. The studio shall be located in or adjacent to downtown Redlands. Approval of the location of the studio will be by the City Council.

Q. The grantee shall maintain a force of one or more resident agents or employees at all times and shall have

1 sufficient employees to provide safe, adequate and prompt service
2 for its facilities.

3 R. The grantee shall limit failures to a minimum by
4 locating and correcting malfunctions promptly, but in no event
5 longer than 24 hours after notice.

6 S. Copies of all petitions, applications and communica-
7 tions submitted by the grantee to the Federal Communications Commis-
8 sion, Security and Exchange Commission, or any other federal, state
9 or local regulatory commission or agency having jurisdiction in
10 respect to any matters affecting CATV operations authorized, pur-
11 suant to this Ordinance, shall also be submitted simultaneously
12 to the City Manager.

13 T. If, during the term of any franchise, the grantee
14 receives refunds or any payment made for television or radio signals;
15 it shall without delay notify the City Manager, suggest a plan for
16 flow-through of the refunds to its subscribers and retain such re-
17 funds pending order of the City Council. After considering the
18 plan submitted by the grantee, the City Council shall order the flow
19 through of the refunds to the grantee subscribers in a fair and
20 equitable manner.

21 Section 20. USE OF UTILITY POLES AND FACILITIES: AGREE-
22 MENT. When any portion of the CATV system is to be installed on
23 public utilities poles and facilities, certified copies of the
24 agreements for such joint use of poles and facilities shall be filed
25 with the City Clerk.

26 Section 21. ADOPTION OF RULES AND REGULATIONS BY THE
27 CITY COUNCIL.

28 A. The City Council is authorized to adopt rules and
29 regulations consistent with the provisions of this chapter governing
30 the operation of CATV systems in the City and such rules and regula-
31 tions shall apply to and shall govern the operations of the grantee
32 of any franchise granted pursuant to the ordinance.

1 B. The City Council may adopt rules or regulations
2 or amend, modify, delete, or otherwise change such rules and
3 regulations previously adopted in the following manner:

4 1. The City Council shall pass a resolution of
5 intention describing the rules or regulations to be adopted,
6 amended, modified, deleted, or otherwise changed and set a day,
7 hour and place for public hearing. Such resolution shall direct
8 the City Clerk to publish the same at least once within fifteen
9 (15) days of passage thereof.

10 2. The City Clerk shall cause such resolution
11 to be published at least once in one newspaper of general
12 circulation in the City and shall cause a copy of same to be
13 mailed or delivered to any grantee not less than ten (10) days
14 prior to the time fixed for hearing thereon.

15 3. At the time for public hearing, or at any
16 adjournment thereof, the City Council shall proceed to hear
17 and pass upon such evidence, comments and objections as may be
18 presented. Thereafter, the City Council by its resolution may
19 adopt, amend, modify, delete, or otherwise change said rules
20 and regulations.

21 Section 22. APPLICATION FOR FRANCHISE.

22 A. Application for a franchise hereunder shall be
23 in writing, shall be filed with the City Clerk, in a form
24 approved by the City Manager, and shall contain but not be
25 limited to the following information:

26 1. The name and address of the applicant. If
27 the applicant is a partnership, the name and address of each
28 partner shall also be set forth. If the applicant is a corpora-
29 tion, the application shall also state the names and addresses
30 of its directors, main officers, major stockholders and asso-
31 ciates, the names and addresses of parent and subsidiary com-
32 panies and the state of each.

1 2. A statement and description in detail of the
2 CATV system proposed to be constructed, installed, maintained
3 or operated by the applicant; the proposed location of such
4 system and its various components; the manner and time in which
5 applicant proposes to construct, install, maintain and operate
6 the same; and, particularly, the extent and manner in which
7 existing poles or other facilities of other public utilities
8 will be used for such system.

9 3. A description, in detail, of the public
10 streets, public places and proposed public streets within which
11 applicant proposes or seeks authority to construct, install or
12 maintain any CATV equipment or facilities; a detailed descrip-
13 tion of the equipment or facilities proposed to be constructed,
14 installed or maintained therein; and the proposed specific
15 location thereof.

16 4. A map specifically showing and delineating
17 the proposed franchise area or areas within which applicant
18 proposes to provide CATV services and for which a franchise is
19 required.

20 5. A statement or schedule in a form approved
21 by the City Manager of proposed rates and charges to subscribers
22 for installation and services, and a copy of proposed service
23 agreement between the grantee and its subscribers shall accom-
24 pany the application. Where underground cable is required, or
25 where more than one hundred fifty (150) feet of distance from
26 cable to connection of service to subscribers, an additional
27 installation charge over that normally charged for installation
28 as specified in the applicant's proposal may be charged, with
29 easements to be supplied by subscribers. For remote, relatively
30 inaccessible subscribers within the City, service may be made
31 available on the basis of cost of materials, labor, and ease-
32 ments if required by the grantee.

1 6. A copy of any contract, if existing, between
2 the applicant and any public utility providing for the use
3 of facilities of such public utility, such as poles, lines, or
4 conduits.

5 7. A statement setting forth all agreements and
6 understandings, whether written, oral or implied, existing
7 between the applicant and any person, firm or corporation with
8 respect to the proposed franchise or the proposed CATV opera-
9 tion. If a franchise is granted to a person, firm or corpora-
10 tion posing as a front or as the representative of another
11 person, firm or corporation, and such information is not dis-
12 closed in the original application, such franchise shall be
13 deemed void and of no force and effect whatsoever.

14 8. A financial statement prepared by a certified
15 public accountant showing applicant's financial status and his
16 financial ability to complete the construction and installation
17 of the proposed CATV system.

18 9. A statement indicating where other CATV
19 franchises are held and how many existing subscribers are ser-
20 viced.

21 10. The Council may, at any time, demand, and
22 applicant shall provide such supplementary, additional or other
23 information as the Council may deem reasonably necessary to
24 determine whether the requested franchise should be granted.

25 11. A statement of intent with regard to program
26 origination and acceptance of local advertising shall be in-
27 cluded.

28 12. The number and identification of channels
29 proposed to be carried on the CATV system.

30 13. A detailed listing of operating equipment
31 including model numbers and types, with an "equal or better"
32

1 14. A paragraph-by-paragraph response to the
2 operational standards of Section 17 hereof. No deviations or
3 waivers from these standards are contemplated unless specifi-
4 cally requested.

5 15. A proposed subscriber complaint processing
6 and equipment repair procedure.

7 16. A proposed "proof of performance" description,
8 listing tests to be performed and equipment utilized.

9 B. Upon consideration of any such application, the
10 City Council may grant a franchise for CATV to such applicant
11 as may appear from said application to be in its opinion quali-
12 fied to render proper and efficient CATV service to television
13 viewers and subscribers in the City. If favorably considered,
14 the application submitted shall constitute and form a part of
15 the franchise as granted.

16 C. Prior to the granting of the franchise pursuant
17 to this chapter, the Council shall pass a resolution declaring
18 its intention to grant the same, stating the name of the pro-
19 posed grantee, the character of the franchise and the terms
20 and conditions upon which it is proposed to be granted. Such
21 resolution shall fix and set forth the day, hour and place when
22 and where any persons having any interest therein or any objec-
23 tion to the granting thereof may appear before the Council and
24 be heard thereon. It shall direct the City Clerk to publish
25 said resolution at least once within fifteen (15) days of the
26 passage thereof in one newspaper of general circulation in the
27 City. Said notice shall be published at least ten (10) days
28 prior to the date of hearing. At the time set for hearing, the
29 Council shall proceed to hear and pass upon all protests and
30 its decision thereon shall be final and conclusive. Thereafter
31 it may by ordinance grant the franchise on the terms and condi-

1 subject to the right of referendum of the people, or it may
2 deny the same. If the Council shall determine that changes
3 should be made in the terms and conditions upon which the
4 franchise is proposed to be granted, a new resolution of inten-
5 tion shall be adopted and like proceedings had thereon.

6 D. Any franchise issued pursuant to this chapter shall
7 include but not be limited to the following conditions:

8 1. The CATV system franchise herein shall be
9 used and operated solely and exclusively for the purpose ex-
10 pressly authorized by ordinance of the City of Redlands and
11 no other purpose whatsoever.

12 2. The inclusion of the foregoing statement and
13 any such franchise shall not be deemed to limit the authority
14 of the City to include any other reasonable condition, limita-
15 tion, or restriction which it may deem necessary to impose in
16 connection with such franchise pursuant to the authority con-
17 ferred by this ordinance.

18 Section 23. APPLICATION FEE. Each application shall
19 be accompanied by an application fee in the sum of One Thousand
20 Dollars (\$1,000.00) which shall be used by the City to cover the
21 costs of reviewing, investigating and processing such an appli-
22 cation. This fee is not refundable.

23 Section 24. EFFECT OF ANNEXATIONS.

24 A. In the event any new territory shall become
25 annexed to the City, the City Council shall determine which
26 grantee or grantees shall serve such new territory.

27 B. In the event any portion of the unincorporated
28 territory covered by an existing franchise or license granted
29 by the County of ^{San Bernardino} ~~Los Angeles~~ is annexed to the City prior to the
30 time that the grantee of such County franchise or license has
31 commenced installation of a CATV system within said territory,
32 all rights acquired by said grantee under its County franchise

1 or license shall terminate by operation of law as of the date
2 on which the annexation to the City becomes effective.

3 C. In the event any portion of unincorporated terri-
4 tory covered by an existing franchise or license granted by
5 the County of ~~Redlands~~^{San Bernardino} is annexed to the City after the grantee
6 thereof has commenced or completed construction and installa-
7 tion of a CATV system within said territory, the rights reserved
8 under such franchise or license to the County of ~~Redlands~~^{San Bernardino} or
9 to any officer thereof, shall inure to the benefit of the City
10 of ~~Redlands~~^{Redlands} and all regulatory provisions of this ordinance
11 and any other rules and regulations applicable to CATV systems
12 operating within the City, whether then in effect or subsequently
13 adopted, shall be applicable to and binding upon said grantee.
14 In addition, the grantee shall be obligated to pay annually to
15 the City, five (5) percent of the gross receipts derived from
16 its operations within the annexed territory or Eighteen Hundred
17 Dollars (\$1,800.00) whichever sum is greater.

18 Section 25. FRANCHISE RENEWAL. Any franchise granted
19 under this Ordinance is renewable at the application of the
20 grantee, in the same manner and upon the same terms and condi-
21 tions as required herein for obtaining the original franchise,
22 except those which are by their terms expressly inapplicable;
23 provided, however, that the Council may at its option waive
24 compliance with any or all of the requirements of Section 22
25 hereof.

26 Section 26. ACCEPTANCE AND EFFECTIVE DATE OF FRANCHISE.

27 A. No franchise granted pursuant to the provisions
28 of this Ordinance shall become effective unless and until the
29 ordinance granting same has become effective and, in addition,
30 unless and until all things required in this Section and
31 Sections 14 and 15 hereof are done and completed, all of such
32 things being hereby declared to be conditions precedent to the

1 effectiveness of any such franchise granted hereunder. In the
2 event any of such things are not done and completed in the time
3 and manner required, the Council may declare the franchise null
4 and void.

5 B. Within fifteen (15) days after the effective date
6 of the ordinance awarding a franchise, or within such extended
7 period of time as the City Council in its discretion may author-
8 ize, the grantee shall file with the City Clerk his written
9 acceptance, in form satisfactory to the City Attorney, of the
10 franchise, together with the acceptance fee, bond and insurance
11 policies required by Sections 6, 14 and 15 hereof, respectively,
12 and his agreement to be bound by and to comply with and to do
13 all things required of him by the provisions of this Ordinance
14 and the franchise. Such acceptance and agreement shall be
15 acknowledged by the grantee before a notary public and shall
16 in form and content be satisfactory to and approved by the
17 City Attorney.

18 Section 27. VIOLATIONS.

19 A. From and after the effective date of this Ordin-
20 ance, it shall be unlawful for any person to establish, operate
21 or to carry on the business of distributing to any persons in
22 the City any television signals or radio signals by means of
23 a CATV system unless a franchise therefor has first been obtained
24 pursuant to the provisions of this Ordinance, and unless such
25 franchise is in full force and effect.

26 B. From and after the effective date of this Ordin-
27 ance, it shall be unlawful for any person to construct, install
28 or maintain within any public street in the City, or within any
29 other public property of the City, or within any privately-owned
30 area within the City which has not yet become a public street
31 but is designated or delineated as a proposed public street
32

1 equipment or facilities for distributing any television signals
2 or radio signals through a CATV system, unless a franchise
3 authorizing such use of such street or property or area has
4 first been obtained pursuant to the provisions of this Ordinance,
5 and unless such franchise is in full force and effect.

6 C. It shall be unlawful for any person, firm or
7 corporation to make any unauthorized connection, whether
8 physically, electrically, acoustically, inductively or other-
9 wise, with any part of a franchised CATV system within this
10 City for the purpose of taking or receiving television signals,
11 radio signals, pictures, programs, or sound.

12 D. It shall be unlawful for any person, firm or
13 corporation to make any unauthorized connection, whether
14 physically, electrically, acoustically, inductively or otherwise,
15 with any part of a franchised CATV system within this City for
16 the purpose of enabling himself or others to receive any tele-
17 vision signal, radio signal, picture, program or sound, without
18 payment to the owner of said system.

19 E. It shall be unlawful for any person, without the
20 consent of the owner, to wilfully tamper with, remove or injure
21 any cables, wires or equipment used for distribution of tele-
22 vision signals, radio signals, pictures, programs or sound.

23 Section 28. EFFECT OF PRE-EMPTION. In the event
24 the Federal Communications Commission or the Public Utilities
25 Commission of the State of California or any other federal or
26 state body or agency shall now or hereafter exercise any para-
27 mount jurisdiction over the subject matter of any franchise
28 hereunder, then to the extent such jurisdiction shall pre-
29 empt or preclude the exercise of like jurisdiction by the City,
30 the jurisdiction of the City shall to the extent so pre-empted
31 or precluded, cease and no longer exist; provided, however,
32 ...

1 of any of its police power shall not diminish, impair, alter
2 or affect any contractual benefit to the City nor any contract-
3 ural obligation of the grantee under any franchise issued here-
4 under; and in this respect, any and all minimum standards
5 governing the operation of grantee and any and all maximum
6 rates, ratios and charges specified herein or in any franchise
7 issued hereunder existing now and at any time in the future
8 including such time as such paramount jurisdiction shall pre-
9 empt or preclude that of the City in any and all powers, rights,
10 privileges and authorities of the City to determine, establish
11 or fix any of the same are each and all hereby declared by the
12 City and by any grantee accepting any franchise hereunder, to
13 be contractual in nature and to be for the benefit of the City
14 and all subscribers situated therein, and the agreement of
15 grantee to accept and conform to such standards, rates, ratios
16 and charges is hereby declared by the City and by any grantee
17 accepting the franchise hereunder to be the most material
18 and essential consideration for the granting of such franchise,
19 the absence of which, in whole or in part, would cause the City
20 not to have granted such franchise.

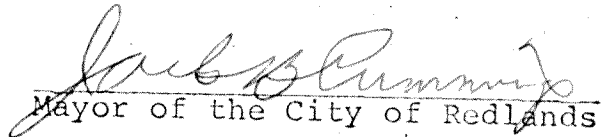
21 Section 29. SEVERABILITY. If any section, subsec-
22 tion, sentence, clause or phrase of this Ordinance is for any
23 reason held illegal, invalid or unconstitutional by the deci-
24 sion of any court of competent jurisdiction, such decision
25 shall not affect the validity of the remaining portions hereof.
26 The Council hereby declares that it would have passed this
27 Ordinance and each section, subsection, sentence, clause and
28 phrase hereof, irrespective of the fact that any one or more
29 sections, subsections, sentences, clauses or phrases be declared
30 illegal, invalid or unconstitutional. The invalidity of any
31 portion of this Ordinance shall not abate, reduce, or otherwise
32 affect any consideration or other obligation required of the

Section 30. EFFECTIVE DATE. This ordinance shall become effective on the 30th day after the date of its adoption.

Section 31. The City Clerk shall certify to the adoption of this ordinance and cause it to be published once in ^{the Redlands Daily Facts,} ~~The Press~~.

ADOPTED by the City Council and signed by the Mayor and attested by the City Clerk this first day of June, 1971.

Attest:


Mayor of the City of Redlands

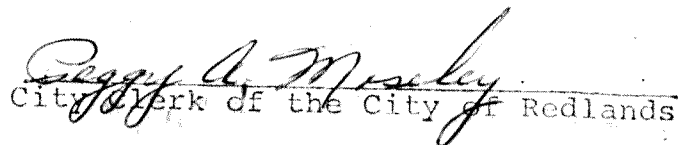

City Clerk of the City of Redlands

I, Peggy A. Moseley, City Clerk of the City of Redlands, California, hereby certify that the foregoing ordinance was duly and regularly introduced at a meeting of the City Council on the 18th day of May, 1971, and that thereafter the said ordinance was duly and regularly adopted at a meeting of the City Council on the first day of June, 1971, by the following vote to wit:

AYES: Councilmen Knudsen, Miller, Mayor Cummings
NOES: None
ABSTAIN: Vice Mayor DeMirjyn
ABSENT: Councilman Sewall

IN WITNESS WHEREOF I have hereunto set my hand and affixed the official seal of the City of Redlands, California, this seventh day of June, 1971.

(SEAL)


City Clerk of the City of Redlands