

1 Introduced January 25, 1994, by Council  
2 Members Williams and Van Sandt, and  
3 seconded by Council Members Callahan and  
4 Martinez  
5

6 **Item No. 94-02-1711**  
7

8  
9 **ORDINANCE NO. 2550**  
10

11  
12 An ordinance granting a franchise to Cablevision Industries of Louisiana  
13 Partnership, to build, construct, operate and maintain a cable television system in the City  
14 of Slidell, Louisiana, and setting forth conditions accompanying the granting of this  
15 franchise.  
16

17 BE IT ORDAINED by the Slidell City Council that it does hereby enact a  
18 franchise agreement with Cablevision Industries of Louisiana Partnership for a cable  
19 television system as follows:  
20  
21

22  
23 SECTION 1 — PREAMBLE  
24

25 This Ordinance was passed after a full, open, and public hearing upon prior notice  
26 and opportunity of all interested parties to be heard and upon careful consideration of  
27 Grantee's qualifications, including its legal, character, financial and technical qualifications  
28 and the adequacy and feasibility of its construction arrangements.  
29  
30  
31

32  
33 SECTION 2 — DEFINITIONS  
34

35 For the purpose of this Ordinance, and when not inconsistent with the context,  
36 words used herein in the present tense include the future; words in plural include the  
37 singular, and vice-versa. The captions supplied herein for each section are for  
38 convenience only. The captions have no force of law, are not part of this section, and are  
39 not to be used in construing the language of the section.  
40  
41  
42

43 The following terms and phrases, as used herein, shall be given the meaning set forth  
44 below:  
45  
46

47  
48 (a) "City" is the City of Slidell, a municipal corporation under the laws of the State  
49 of Louisiana.  
50

51  
52 (b) "Grantee" is Cablevision Industries of Louisiana Partnership d/b/a CVI, &  
53 partnership organized and existing under the laws of Louisiana, and it is the grantee of  
54 rights under this franchise.  
55  
56

57  
58 (c) "City Council" is the governing body of the City of Slidell, or its designated  
59 representative.  
60  
61  
62  
63  
64  
65

4  
5  
6 (d) "Federal Communications Commission" or "FCC" is the present Federal  
7  
8 agency of that name as constituted by the Communications Act of 1934, or any successor  
9  
10 agency created by the United States Congress.

11  
12 (e) "Person" is any individual, firm, partnership, association, corporation, company  
13  
14 or organization of any kind.

15  
16 (f) "Gross revenues" shall mean any and all revenues received by Grantee from  
17  
18 activities authorized under this franchise and provided within the City. Gross revenues  
19  
20 shall not include any amount collected as taxes. Nor shall gross revenues include  
21  
22 revenues collected by the Grantee within the City but received from operations outside  
23  
24 the City.

25  
26 SECTION 3 — GRANT OF AUTHORITY  
27

28 There is hereby granted by the City to Grantee the right and privilege to construct,  
29  
30 erect, operate and maintain in, upon, along, across, above, over or under the streets,  
31  
32 alleys, easements, public ways and public places now laid out or dedicated and all  
33  
34 extensions thereof and additions thereto in the City, all poles, wires, cables, underground  
35  
36 conduits, manholes and other conductors and fixtures necessary for the maintenance and  
37  
38 operation in the City of a cable television system for the transmission of television signals  
39  
40 and all other signals permitted by the FCC, either separately or upon or in conjunction  
41  
42 with any public utility maintaining the same in the City with all of the necessary and  
43  
44 desirable appliances and appurtenances pertaining thereto. Without limiting the generality  
45  
46 of the foregoing, this franchise and grant shall and does hereby include the right in, over,  
47  
48 under and upon the streets, sidewalks, alleys, easements, and public grounds and places  
49  
50 in the City to install, erect, operate, or in any way acquire the use of, as by leasing or  
51  
52 licensing, all lines and equipment necessary to a cable television system and the right to  
53  
54 make connections to subscribers and the right to repair, replace, enlarge, and extend said  
55  
56 lines, equipment and connections.

57  
58 The rights herein granted for the purposes herein set forth shall not be exclusive,  
59  
60 and the City reserves the right to grant a similar use of said streets, alleys, easements,  
61  
62 public ways and places to any person at any time during the period of this franchise.  
63  
64  
65

4  
5  
6  
7 **SECTION 4 — POLICE POWER**

8  
9 Grantee shall at all times during the term of this franchise be subject to all lawful  
10 exercise of the police power of the City. The right is hereby reserved to the City to adopt,  
11 in addition to the provisions herein contained and any other existing applicable  
12 ordinances, such additional applicable ordinances as it shall find necessary in the  
13 exercise of its police power; provided that such additional ordinances shall be reasonable,  
14 shall not conflict with or alter in any manner the rights granted herein, and shall not  
15 conflict with the laws of the State of Louisiana, the laws of the United States of America,  
16 or the rules and regulations of the FCC.  
17  
18  
19  
20  
21  
22  
23  
24

25 **SECTION 5 — INDEMNIFICATION**

26  
27 The grantee shall indemnify and hold the City harmless at all times during the term  
28 of this grant from and against all claims for injury or damages to persons or property both  
29 real and personal caused by the Grantee in its construction, erection, operation or  
30 maintenance of any structures, equipment, appliance or products authorized or used  
31 pursuant to authority of this ordinance.  
32  
33  
34  
35  
36

37 The Grantee shall, at all times during the existence of this permit or franchise,  
38 carry and require their contractors to carry:

39  
40 (a) Insurance in such form as shall be approved by the City Attorney of the City  
41 of Slidell to protect the City and Grantee from and against any and all claims of injury or  
42 damages to persons or property, both real and personal, caused by the Grantee's or its  
43 contractors', erection, operation, or maintenance of any structure, equipment or appliance.  
44  
45  
46  
47  
48

49 The amount of such insurance against liability due to damage to property shall not  
50 be less than five hundred thousand dollars (\$500,000.00) as to any one person, and one  
51 million dollars (\$1,000,000.00) as to any one accident, and against liability due to injury  
52 or death of persons five hundred thousand dollars (\$500,000.00) as to any one person  
53 and one million dollars (\$1,000,000.00) as to any one accident.  
54  
55  
56  
57  
58

59 (b) Workmen's compensation insurance in compliance with the laws of the State  
60 of Louisiana.  
61  
62  
63  
64  
65

4  
5  
6  
7 (c) Automobile insurance with limits of not less than five hundred thousand  
8 million dollars (\$500,000.00\1,000,000.00) and automobile property damage insurance  
9 with a limit of not less than one hundred thousand dollars (\$100,000.00) to cover all  
10  
11  
12  
13 automotive equipment.

14  
15 The Grantee, upon receipt of due notice in writing from the City, shall defend at  
16  
17 its own expense any action or proceedings against the City of Slidell in which it is claimed  
18  
19 that the injury or damage arose from the Grantee's activities in the construction or  
20  
21 operation of its cable television system; and in the event of a determination of liability,  
22  
23 shall indemnify the City. More particularly, the Grantee, its successors and assigns, do  
24  
25 hereby agree to indemnify and hold harmless the City of Slidell from any and all liability,  
26  
27 claim, demand or judgment growing out of any injury to any person or property as a result  
28  
29 of the violation or failure on the part of the Grantee, its successors and assigns, to  
30  
31 observe their proper duty or because of negligence in whole or in part arising out of the  
32  
33 construction, repair, extension, maintenance or operation of their distribution, lines,  
34  
35 amplifiers or equipment of any kind or character used in connection with this permit or  
36  
37 franchise.

38  
39 SECTION 6 — SERVICE STANDARDS  
40

41 The City shall have the right to establish, by a separate ordinance, such  
42  
43 reasonable customer service standards as it deems necessary and appropriate in the  
44  
45 provision of cable television service to residents of the City. In developing and  
46  
47 establishing such standards, the City shall take into consideration any existing customer  
48  
49 service standards established by the FCC and shall provide the Grantee an opportunity  
50  
51 to comment on any proposed customer service standards prior to their adoption by the  
52  
53 City.

54  
55 (b) Grantee shall provide, upon request by the City and at no charge, installation  
56  
57 of a single aerial service line one outlet of basic service to each City administrative  
58  
59 building and each public school, police station, fire station and public library in the City  
60  
61 and located within one hundred fifty (150) feet of Grantee's activated distribution line.  
62  
63  
64  
65

5  
6 (c) The City Council Administrator, or other designee of the City Council, shall be  
7  
8 the official responsible for the management and administration of this franchise.  
9

10 SECTION 7 — CONSTRUCTION AND MAINTENANCE  
11

12 (a) All structures, lines and equipment erected by Grantee within the City shall be  
13  
14 so located as to cause minimum interference with the proper use of streets, alleys,  
15  
16 easements and other public ways and places and to cause minimum interference with the  
17  
18 rights or reasonable convenience of property owners, and Grantee shall comply with all  
19  
20 reasonable, proper and lawful ordinances of the City relating to such, now or hereafter  
21  
22 in force. Existing poles, posts, conduits and other such structures of any electric power  
23  
24 system, telephone company, or other public utility located in the City shall be made  
25  
26 available to Grantee for leasing or licensing upon reasonable terms and rates and shall  
27  
28 be used to the extent practicable in order to minimize interference with travel and avoid  
29  
30 unnecessary duplication of facilities. The City shall assist Grantee in obtaining reasonable  
31  
32 joint pole or conduit use agreements from the owners of existing poles or conduits. To  
33  
34 the extent that existing poles, posts, conduits and other such structures are not available,  
35  
36 or are not available under reasonable terms and conditions, Grantee shall have the right,  
37  
38 after securing applicable permits from the City Engineer, to use the City owned  
39  
40 rights-of-way and shall be required to put cables or other such equipment a minimum of  
41  
42 twelve (12) inches underground.  
43

44 (b) In case of any disturbances by Grantee of pavement, sidewalk, driveway or  
45  
46 other surfacing, Grantee shall, at its own cost and expense and in a manner approved  
47  
48 by the City, replace and restore all paving, sidewalk, driveway or surface so disturbed in  
49  
50 as reasonably good condition as before said work was commenced. Such restoration  
51  
52 shall be completed within 48 hours and if not completed within that period, the City may  
53  
54 give 24 hours notice of its intent to complete the restoration; if the City is required to  
55  
56 complete the restoration, the Grantee shall pay to the City the costs of said restoration,  
57  
58 including reasonable value of use of equipment required and reasonable value of  
59  
60  
61  
62  
63  
64  
65

1  
2 **ORDINANCE NO. 2550**  
3 **ITEM NO. 94-02-1711**  
4 **PAGE 6**  
5

6 manpower the City allocates to complete the restoration. Such costs shall be paid by the  
7 Grantee within thirty (30) days of receipt of an appropriate invoice detailing such costs.  
8

9 (c) In the event that at any time during the period of this franchise, the City shall  
10 lawfully elect to alter or change any street, alley, easement or other public way requiring  
11 the relocation of Grantee's facilities, then in such event Grantee, upon reasonable notice  
12 by the City, shall remove, relay and relocate the same at its own expense; provided,  
13 however, that where reimbursement from public funds is available for such relocation  
14 pursuant to law, Grantee shall not be required to pay the cost.  
15

16 (d) Grantee shall, on the request of any person holding a building moving permit  
17 issued by the City, temporarily raise or lower its lines to permit the moving of the building.  
18 The expense of such temporary removal shall be paid by the person requesting the same,  
19 and Grantee shall have the authority to require such payment in advance.  
20

21 (e) Grantee, upon securing approval from the Mayor's Office and after notifying  
22 the City Council and affected property owners, shall have the authority to trim trees  
23 overhanging streets, alleys, easements, sidewalks and public places of the City so as to  
24 prevent the branches of such trees from coming into contact with the Grantee's facilities.  
25

26 (f) All poles, lines, structures and other facilities of Grantee, in, on, over and under  
27 the streets, sidewalks, alleys, easements and public grounds or places of the City shall  
28 be kept by Grantee at all times in a safe and substantial condition.  
29

30 (g) Grantee shall be required to make its service available to any residential or  
31 commercial area of the City having a density of twenty-four (24) potential subscribers per  
32 mile of cable plant required to serve such subscribers, as measured from the closest point  
33 on the Grantee's existing system. Such service shall be provided within twelve (12)  
34 months of the area's reaching the density standard described above.  
35

36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54 SECTION 8 — FCC RULES APPLICABLE  
55

56 This franchise is governed by and subject to all applicable rules and regulations  
57 of the Federal Communications Commission.  
58  
59  
60  
61  
62  
63  
64  
65

5  
6 SECTION 9 — FRANCHISE TERM  
7

8 This franchise shall take effect as provided herein, subject to acceptance by  
9 Grantee as provided in Section 16, and the same shall continue in full force and effect  
10 for a term of fifteen (15) years.  
11  
12

13  
14 SECTION 10 — RENEWAL PROCEDURE  
15

16 This franchise may be renewed for an additional period not to exceed fifteen (15)  
17 years. In the event of a final determination denying renewal, Grantee shall be afforded  
18 a period of twelve (12) months following denial within which to sell, transfer, or convey  
19 this television system to a qualified buyer at fair market value or to remove its system  
20 from the public rights-of-way, provided that all lines and equipment not removed within  
21 the time period prescribed above shall be forfeited and shall become the property of the  
22 City.  
23  
24

25 During the twelve month period prescribed above, which shall run from the  
26 effective date of the final order or decision denying renewal, including any appeal,  
27 Grantee shall have the right to operate this television system pursuant to the terms of this  
28 franchise.  
29

30  
31 SECTION 11 — FORFEITURE  
32

33 If Grantee should violate any of the material terms, conditions or provisions of this  
34 franchise or if Grantee should fail to comply with any reasonable and lawful provisions of  
35 any ordinance of the City regulating the use by Grantee of the streets, alleys, easements  
36 or public ways of the City, and should Grantee further continue to violate or fail to comply  
37 with the same for a period of thirty (30) days, or such longer reasonable period as may  
38 be determined by the City, after Grantee shall have been notified in writing by the City  
39 to cease and desist from any such violation or failure to comply so specified, then  
40 Grantee may be deemed to have forfeited and annulled and shall thereby forfeit and  
41 annul all the rights and privileges granted by this franchise; provided that such forfeiture  
42 shall be declared only by written decision of the City Council after an appropriate public  
43 proceeding before the City Council affording Grantee due process and full opportunity to  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65

5  
6 be heard and to respond to any such notice of violation or failure to comply; and  
7  
8 provided further that the City Council may, in its discretion and upon finding of violation  
9  
10 or failure to comply, impose a lesser penalty than forfeiture of this franchise or excuse the  
11  
12 violation or failure to comply upon a showing by Grantee of mitigating circumstances; and,  
13  
14 also provided, further, that no violation or failure to comply shall result in forfeiture or  
15  
16 penalty if such violation or failure is caused by circumstances deemed by the City Council  
17  
18 to be reasonably beyond the control of the Grantee. Grantee shall have the right to  
19  
20 appeal any finding of violation or failure to comply and any resultant penalty to any court  
21  
22 of competent jurisdiction. In the event that forfeiture is imposed upon Grantee, it shall be  
23  
24 afforded a period of twelve (12) months within which to sell, transfer, or convey this cable  
25  
26 television system to a qualified purchaser at fair market value or to remove its system  
27  
28 from the public rights-of-way, provided that all lines and equipment not removed within  
29  
30 the time period prescribed above shall be deemed forfeited and shall become the property  
31  
32 of the City. During this twelve (12) month period, which shall run from the effective date  
33  
34 of the final order or decision imposing forfeiture, including appeal, Grantee shall have the  
35  
36 right to operate this cable television system pursuant to the provisions of this franchise.

37  
38 SECTION 12 — SURRENDER RIGHT  
39

40 Grantee may surrender this franchise at any time upon filing with the City a written  
41  
42 notice of its intention to do so at least six (6) months before the surrender date. On the  
43  
44 surrender date specified in the notice, all of the rights and privileges and all of the  
45  
46 obligations, duties and facilities of Grantee in connection with this franchise shall  
47  
48 terminate.

49  
50 SECTION 13 — TRANSFERS  
51

52 All of the rights and privileges and all of the obligations, duties and liabilities  
53  
54 created by this franchise shall pass to and be binding upon the successors of the City  
55  
56 and the successors and assigns of the Grantee as approved by the City. This franchise  
57  
58 shall not be assigned or transferred without the prior written approval of the City Council.  
59  
60  
61  
62  
63  
64  
65



6 The approval of the City shall not be required for a transfer in trust, mortgage, or other  
7 hypothecation to secure an indebtedness.  
8  
9

10 SECTION 14 — FRANCHISE FEE  
11

12 In consideration of the terms of this franchise, Grantee agrees to pay the City a  
13 franchise fee equal to five percent (5%) of Grantee's gross revenues, as defined herein.  
14 Such sum shall be payable semi-annually on or before August 31, for the period January  
15 1 through June 30, and February 28, for the period July 1 through December 31, each  
16 year. With the franchise fee payment due February 28 of each year, Grantee shall  
17 provide a statement of revenue, showing in detail Grantee's revenues for the preceding  
18 calendar year and calculation of the franchise fee for the same period. Such revenue  
19 statement shall be compiled by a certified public accountant.  
20  
21  
22  
23  
24  
25  
26  
27

28 The City shall have the right to inspect the Grantee's revenue records and shall  
29 also have the right to audit and to recompute any amounts determined to be payable  
30 under this Ordinance: provided, however, that such audit shall take place within thirty-six  
31 (36) months following the close of any calendar year. Any additional amount due the City  
32 as a result of the audit shall be paid within thirty (30) days following written notice to the  
33 Grantee by the City, which notice shall include a copy of the audit report. If any additional  
34 amount due the city from an audit exceeds ten percent (10%) of the total franchise fee  
35 paid for the audited period, the Grantee shall reimburse the City for the reasonable, actual  
36 and standard cost of such an audit, but the reimbursement shall not include any bonus,  
37 contingency or other such incentive owed to the firm or individual conducting the audit.  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

48 In the event that any franchise fee payment or recomputed amount is not made  
49 on or before the dates specified herein, Grantee shall pay an interest charge, computed  
50 from such due date, at the annual rate equal to "legal interest" as defined in Article 2924  
51 of the Louisiana Civil Code, during the period that the unpaid amount is owed.  
52  
53  
54  
55

56 SECTION 15 — ACCEPTANCE  
57

58 This Ordinance shall become effective as provided in Section 18 hereof. This  
59 Ordinance shall be void unless Grantee shall, within 30 days after final passage, file with  
60  
61  
62  
63  
64  
65

the Clerk of the Council a written acceptance of this Ordinance and Franchise. Upon the filing of such acceptance by the Grantee with the City, this ordinance shall then become a valid and binding contract between the City and the Grantee.

SECTION 16 — SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any Federal or State court or administrative or governmental agency of competent jurisdiction, specifically including the Federal Communications Commission, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 17 — SUPERSEDURE OF EXISTING ORDINANCES

Upon its adoption, this Ordinance shall supersede all existing Ordinances of the City authorizing the construction and operation of a cable television system in the City by the Grantee or any predecessor company.

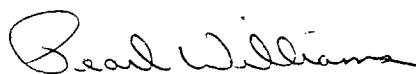
SECTION 18 — EFFECTIVE DATE

This Ordinance shall take effect upon its adoption by the City Council, subject to acceptance by the Grantee as provided in Section 15.

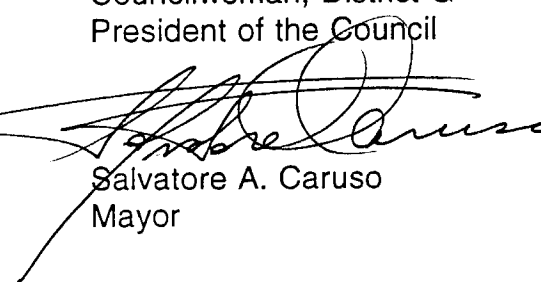
Adopted this 8th day of March, 1994.

**DELIVERED**  
03/11/94 2:30 p.m.  
to the Mayor

**RECEIVED**  
03/11/94 9:13 A.M.  
from the Mayor



Pearl Williams  
Councilwoman, District G  
President of the Council



Salvatore A. Caruso  
Mayor



Davis Dautreuil  
Council Administrator/Clerk of the Council