

ORDINANCE NO. **12132**

AN ORDINANCE relating to cable communications, granting a renewal of franchises to TCI of Seattle, Inc., TCI of Auburn, Inc., and TCI of Southwest Washington, Inc.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Findings of Fact:

A. King County ("the county") previously granted franchises to provide cable television service within certain unincorporated areas of the county to TCI of Seattle, Inc., TCI of Auburn, Inc., and TCI of Southwest Washington, Inc. (collectively "TCI").

B. TCI of Seattle, Inc., TCI of Auburn, Inc., and TCI of Southwest Washington, Inc. seek a renewal of their franchises as a single franchise, under which they will be jointly and severally liable. TCI Cablevision of Washington, Inc. is the corporate-parent of TCI of Seattle, Inc., TCI of Auburn, Inc. and TCI of Southwest Washington, Inc. and has guaranteed the performance under this franchise of TCI of Seattle, Inc., TCI of Auburn, Inc. and TCI of Southwest Washington, Inc.

C. The county commenced a proceeding which afforded the public in the franchise area and TCI appropriate notice and participation for the purpose of (i) identifying the future cable-related needs and interests, and (ii) reviewing TCI's performance under its franchises.

D. Subsequent to the conclusion of this proceeding, TCI and the county negotiated a renewal franchise to provide cable service and for construction of an institutional network for public, educational and governmental use for transmission and reception of voice, video and data signals.

E. In addition to resolving the renewal issues, accepting the proposed franchise renewal, as negotiated, would place the county in a position to resolve promptly other outstanding, cable-related issues involving TCI, other affiliates of Tele-Communications, Inc., and Tele-Vue Systems, Inc., d/b/a Viacom Cable ("Viacom").

1 F. The County would not issue a franchise renewal to TCI on
2 the terms set forth in the proposed renewal franchise except as
3 part of an overall settlement contemplated by the county, TCI and
4 Viacom.

5 G. The franchise will become effective only upon TCI's
6 acquisition of control of the Viacom assets ("TCI Acquisition"),
7 pursuant to authority granted in the Transfer Approval Ordinance,
8 # ⁹⁶⁻⁸⁹⁺ 96-90, dated January 29, 1996 ("Transfer Ordinance"), and only
9 if that acquisition becomes effective on or before May 14, 1996.
10 If the TCI Acquisition is not completed by that date, this
11 franchise will be null and void.

12 H. The county has provided public notice of the proposed
13 renewal franchise negotiated as part of the overall settlement of
14 issues and has solicited public comment on the proposed renewal
15 franchise.

16 I. The county has concluded that, in the context of an
17 overall settlement, it is appropriate to renew TCI's authority to
18 provide cable television service in the county subject to the terms
19 and conditions contained in this ordinance, applicable law, the
20 proposed franchise, which is attached as Attachment A, and
21 appendices to the proposed franchise, which are attached as part of
22 Attachment A and which include a metes and bounds description of
23 the franchise area (Appendix A); a certain franchise agreement,
24 (Appendix B); a certain Lease Agreement (Appendix C); unconditional
25 franchise acceptance (Appendix D); and guarantee (Appendix E).
26 Attachment A, together with its appendices, is fully incorporated
27 herein by reference.

28 SECTION 2. By this ordinance, the council renews as a
29 single franchise former franchise numbers 547, 551, 552, 553, 562,
30 565, 565A, 591, 599, 609, 979, 1209, 5598, and 5870, and the
31 council hereby grants TCI a franchise to construct, operate and
32 repair a cable system. Provided, however, this action shall not be
33 effective unless and until the TCI Acquisition authorized by

1 Ordinance #12134, occurs on or before May 14, 1996. The new
2 franchise shall expire February 16, 2005.

3 SECTION 3. The King County executive is hereby authorized
4 to execute the Franchise, Franchise Agreement and Lease Agreement,
5 in substantially the same form as contained in Attachments A and B,
6 respectively, to this ordinance.

7 SECTION 4. Any procedures required by county procurement
8 ordinances notwithstanding, the county executive is authorized, to
9 the extent permitted by state law, to directly negotiate and
10 contract with TCI as provided for in section 17(c) of the franchise
11 agreement included with this ordinance as part of Attachment A.

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1 SECTION 5. This franchise is granted subject to the
2 condition subsequent that the TCI Acquisition occurs on or before
3 May 14, 1996. Should TCI fail to satisfy that condition within the
4 time specified, this ordinance, and the grant of a franchise
5 pursuant to this ordinance, shall be deemed to be null and void.

6 INTRODUCED AND READ for the first time this 8th day
7 of January, 1996.

8 PASSED by a vote of 10 to 0 this 29th day of
9 January, 1996.

10 KING COUNTY COUNCIL
11 KING COUNTY, WASHINGTON

12 *Jane Hague*
13 _____
14 Chair

15 ATTEST:

16 *Gerald A. Polun*
17 _____
18 Clerk of the Council

19 APPROVED this 2nd day of February 1996.

20 *Tom Focher*
21 _____
22 King County Executive

- 23 Attachment A. Cable Systems Franchise, together with Appendices
- 24 Appendix A. Metes and Bounds Description of Franchise Area
 - 25 Appendix B. Franchise Agreement between TCI of Seattle, Inc.; TCI of Auburn, Inc.; and TCI of Southwest Washington, Inc., jointly and severally and King County, Washington
 - 26 Appendix C. Lease Agreement between King County, Washington, as Lessee, and TCI Cablevision of Washington, Inc., as Lessor
 - 27 Appendix D. Acceptance of Cable Television System Franchise
 - 28 Appendix E. Guarantee of Performance by TCI Cablevision of Washington, Inc.