

3-0-93

AN ORDINANCE

Authorizing the City Manager to
Execute Amendments to the
Cable Franchise Agreement

WHEREAS, by Ordinance 85-0-81, the City of Evanston, Illinois (the "City"), granted to Cablevision of Chicago, an Illinois limited partnership ("Franchisee"), a non-exclusive franchise to construct, operate and maintain a cable communications system within the City (the "Franchise"); and

WHEREAS, among the cable channels servicing the City's subscribers is the Community Channel, currently Channel 50, which shows programming on a time-shared basis from the five public, educational, and governmental access channels; and

WHEREAS, Section 28 (a)(3) of the Franchise Agreement requires the Franchisee to fund one thousand grants for free installation of the Community Channel for residents whose incomes fall below certain guidelines; and

WHEREAS, only about three subscribers have availed themselves of the aforesaid free installation; and

WHEREAS, due to the limited number of subscribers, Channel 50 is not being utilized to the maximum, and

WHEREAS, due to this limited interest, reduction of the

grants to low-income subscribers from one thousand to one hundred is appropriate; and

WHEREAS, C-SPAN II is a cable programming service which shows activities of the United States Senate and Capitol Hill, and symposia, press conferences, lectures, and policy debates.

WHEREAS, C-SPAN II is not currently available to the City subscribers; and

WHEREAS, re-programming the channel currently used for the community channel with C-SPAN II will facilitate maximum utilization of the channel; and

WHEREAS, the Franchisee will continue to provide installation of the aforesaid five public, educational, and governmental access channels free of charge to the grant recipients; and

WHEREAS, the number of grant recipients shall be reduced in number from one thousand to one hundred; and

WHEREAS, the City Council of the City of Evanston has determined that it is in the best interests of the City to make the aforesaid changes in the Franchise Agreement,

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: That the franchise agreement dated September 11, 1981 by and between the City of Evanston and Cablevision of Chicago is hereby amended as set forth in "Amendments to Franchise Agreement", marked as Exhibit A, attached hereto and incorporated herein by reference. The City

Manager of the City of Evanston is hereby authorized to execute said "Amendments to the Franchise Agreement" on behalf of said City, and the Franchisee by its execution of said Franchise Agreement, shall be deemed to have accepted all of the terms and conditions of this Ordinance and of said Amendments to the Franchise Agreement.

SECTION 2: That this ordinance is adopted pursuant to the home rule powers of the City of Evanston as granted by the Illinois Constitution of 1970 and by the statutes of the State of Illinois. That if any provisions of said Franchise Agreement Amendments shall be found to be unlawful or unconstitutional, said provisions shall be deemed to be excised therefrom and all other conditions of said Agreement shall remain in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: That this ordinance shall be in full force and effect from and after its passage,

approval and publication in the manner provided by law.

Introduced: February 8, 1993..

Adopted: February 22, 1993

Approved: February 23 1993

Paul W. Barr
Mayor

ATTEST:

Christina Davis
City Clerk

Approved as to form:

[Signature]
Corporation Counsel

EXHIBIT A

Amendments to Franchise Agreement
of September 11, 1981

In consideration of the addition of C-SPAN II cable programming to the Evanston cablevision system, and in consideration of the modification of certain other Franchise obligations and of other good and valuable consideration, the attached Agreement is hereby amended in the following particulars:

1. Article I, section 1(e) is amended by adding a new definition "Community Package", and deleting the definition of "Community Channel":

1(e) "Community Package", The group of channels consisting of the municipal channel, public access channel (Evanston Community Television), School District 65's channel, and the two channels from School District 202.

2. Article II section 28(a)(3) is hereby amended as follows:

"The Company shall provide a Community Package. For those residents whose incomes fall below certain income guidelines to be established by the City, the Company shall fund one hundred grants for free installation of the service. The Community Package shall include these five channels: municipal, public access programming, School District 202 (two channels) and School District 65, all in their entirety.

3. Article II, section 28(a)(5) is hereby amended to delete "In addition to the Community Channel,". Section 28(a)(5) is otherwise unchanged.

a)5. Access Channels. The Company shall provide and maintain, without charge, seven (7) access channels as designated herein for each of the following purposes:

a. A "Governmental Access Channel" which shall be a specially designated channel for local governmental use and shall be managed, scheduled, and programmed exclusively by the City.

b. Four (4) "Educational Channels" which shall be specially designated channels for use by local public and private school authorities, and shall be managed, scheduled and

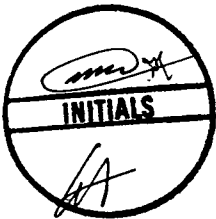
programmed exclusively by them. Two (2) channels shall be reserved for use by School District 202, one (1) channel for School District 65, and one (1) channel for use by all other educational institutions. (11/85).

c.A "Public Access Channel," which will be a specially designated non-commercial channel available on a first-come, non-discriminatory basis, and shall be administered by ECTC.

d.A "Leased Access Channel," which shall be controlled exclusively by the Company, and shall be a specially designated channel for part-time leased access use at rates which are fair, reasonable, and non-discriminatory.

4. Article II, section 28(a)(6) is hereby amended by changing "Community Channels" to "Access Channels", in the catchline.

6. Allocation and Use of Access Channels. When the governmental, educational and public access channels are not carrying programming produced or obtained by the municipality, schools, or public, respectively, the Company may place appropriately relevant programming on these channels. Relevance shall be determined in consultation with the school authorities for the educational channels, and with the City for the government and public access channels. Generally, access programming shall have priority over alphanumeric in the allocation of channel time.



Four (4) of the ^{SEVEN (7)} ~~eight (8)~~ channels listed in the Section 28.a.5 shall be carried on the first tier of service available to all subscribers. Initially there shall be a combined community channel/public access channel, a government channel, one District 202 channel and one District 65 channel. In addition, District 202 will have an FAA low power alphanumeric channel on the first tier of service. Commencing January 1, 1987, the Commission may reallocate, on the first tier, among the community and access channels based on the following criteria:

- programming plans for a dedicated channel;
- resources available to program a channel;
- benefit to the community and the cable system;
- need for a specific number of hours of channel time;
- acceptance of possible channel sharing.

Channel allocation by the commission shall thereafter be made on an annual basis.

When all of these channels on the first tier, as set forth above, are in use, cablecasting non-alphanumeric

programming, new original programming during forty (40%) percent of the time between the hours of 9:00a.m. and 10:00p.m. on weekdays (Monday through Friday) for nine (9) consecutive weeks, the Company shall make available an additional channel on the first tier. (11/85)

5. Article II, section 28 is hereby amended by adding new paragraph (b), to read as follows:

28(b)1) Upon the effective date of Ordinance 3-0-93, Cablevision shall program the channel currently used for the community channel, with C-SPAN II, which carries programming of the U.S. Senate and related public programming.

b)2) The Channel referred to in section 28(b)1) will immediately revert to the City's control if C-SPAN II is no longer carried on the Evanston System for any reason.

6. Article II section 30.1 is revised by deleting "one community channel and" in line one, to read as follows:

30.1 Channel Commitments. The Company shall dedicate all the public access channels herein on its subscriber network to the Evanston Community Television Corporation (ECTC). All such channels shall be provided to the ECTC free of charge and be under the exclusive use and control of the ECTC; provided, however, that such channels are utilized by the ECTC for non-commercial programming and purposes and without any charges by the ECTC to any subscriber.

7. That Exhibit 13, "Rates", is hereby amended as to the community channel material with no other changes in Exhibit 13, to read as follows:

Service and Rate. "Community Package" No monthly charge \$25.00 payable upon installation or \$3.00 monthly for one year.

Cablevision will provide one hundred hookups, free, of the "Community Package" for residents who qualify under the Low Income Eligibility Guidelines as established by the City of Evanston.

Each and every one of other provisions and conditions of the aforesaid Agreement shall remain as they now are.

CITY OF EVANSTON

CABLEVISION OF CHICAGO

By: 

Eric A. Anderson

By: 