

FILE

RESOLUTION NO: 43

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3 A RESOLUTION GIVING NOTICE OF INTENTION TO GRANT A
4 LICENSE TO WESTERN CABLE SYSTEMS, INC., A NEVADA CORPORATION,
5 DOING BUSINESS AS SAN LUIS CABLE TV.

6 WHEREAS, the San Luis Town Council has received an
7 application from Western Cable Systems, Inc., a Nevada Corporation
8 to obtain a license to construct, operate, and maintain a cable
9 television and FM distribution system within the town of San Luis,
10 Arizona; and

11 WHEREAS, pursuant to Section 9-506, et. seq., of the
12 Arizona Revised Statute, the Town of San Luis, Arizona, has
13 authority to grant such license, after notice is given to the
14 public; and

15 WHEREAS, the Town Council of San Luis, Arizona, deems
16 it to be the best interest of the Town of San Luis to grant such
17 license to Western Cable System, Inc.;

18 NOW, THEREFORE, it is hereby resolved that:

19 1. The Town Council of San Luis, Arizona, intends to
20 pass an ordinance granting a license to Western Cable Systems,
21 Inc., a Nevada corporation, on substantially the same terms and
22 conditions as expressed herein.

23 2. Western Cable Systems, Inc., shall be granted said
24 license for the use of the rights of way upon, over, under, across,
25 and along the streets, alleys, and public grounds of San Luis,

1 Arizona, for its use and the purpose of erecting and constructing
2 and maintaining all necessary, appropriate, or convenient poles,
3 pole lines, posts, wires, coaxial wires, cross arms, braces, and
4 all other useful fixtures and appurtenances in order to properly
5 construct, extend, maintain, and operate a cable television antenna
6 service in the town of San Luis, Arizona, to serve the inhabitants
7 thereof for a period of twenty-five (25) years from the passage
8 of this resolution.

9 3. Western Cable Systems, Inc., shall construct, operate,
10 and maintain said cable television system and plant in compliance
11 with all valid laws, ordinances, and regulations as may then be
12 in effect. Said television system, including FM distribution
13 systems, shall be adequate for the full performance of Western
14 Cable Systems, Inc., duties and obligations under said license
15 and shall not interfere with the passage of persons or vehicles
16 or the safety of persons or property.

17 4. Western Cable Systems, Inc., shall, at its own
18 expense, repair any damage to the public streets caused by the
19 construction of said cable television antenna system.

20 5. Said license shall grant to said company the right
21 to furnish television antenna service consisting of a minimum
22 of thirteen (13) basic television channels as more particularly set
23 forth in Exhibit "A" attached hereto and incorporated herein by
24 this reference thereto. Western Cable Systems, Inc., shall also
25 provide FM radio service to its customers at such time as such

1 programming material is available for distribution through its
2 cable system. Said Western cable Systems, Inc., shall, further,
3 have the right, during the life of this license, to furnish said
4 cable television service to all public and private customers of
5 San Luis, Arizona, and shall have the right to extend its
6 distribution system to any addition or additions hereafter made to
7 the town of San Luis in a like manner for its distribution system
8 for the purpose of conducting its services to points beyond the
9 limits of the town. As a further consideration to this license,
10 said Western Cable Systems, Inc., shall provide free basic service
11 to all public hospitals, if any, public senior citizens home, if
12 any, and public schools, save and except that such free basic
13 service shall not include free installation.

14 6. Said license shall further provide that Western
15 Cable Systems, Inc., its successors or assigns, shall pay a
16 license fee to San Luis, Arizona, equal to TWO PERCENT (2%) of
17 the gross receipts collected by the company derived from the sale
18 of basic television services as more particularly set forth on
19 Exhibit "A" attached hereto and incorporated herein by this
20 reference thereto. However, such service will not include any
21 common carrier microwave toll charge, if any, or satellite
22 charge paid by Western Cable Systems, Inc., to any supplier of
23 its programming.

24 7. Said license shall further provide that Western
25 Cable Systems, Inc., shall make cable television service

1 available to the inhabitants of San Luis within six (6) months
2 from the day that this license is granted. Said license shall
3 also provide for said license fee to be paid monthly by Western
4 Cable Systems, Inc., to the town of San Luis, Arizona, payable
5 within thirty (30) days of the first day of each calendar month.
6 Said license shall, further, provide that Western Cable Systems,
7 Inc., shall maintain public liability and property damage
8 insurance coverage in an amount not less than ONE HUNDRED
9 THOUSAND DOLLARS (\$100,000) for single injury, THREE HUNDRED
10 THOUSAND DOLLARS (\$300,000) for single accident, and property
11 damage of not less than TWENTY-FIVE THOUSAND DOLLARS (\$25,000) and,
12 further, that Western Cable Systems, Inc., shall protect and
13 save harmless the town of San Luis from all damage and loss arising
14 from or by reason of the construction or operation of a cable
15 television system by Western Cable Systems, Inc.

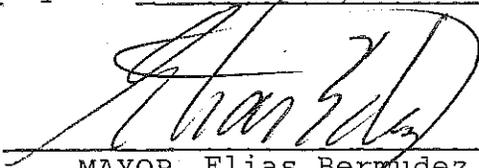
16 8. Said license shall, further, require said Western
17 Cable Systems, Inc., to keep current during the life of this
18 license herein granted a statement setting forth the conditions
19 of service, rates, and charges applicable to the company's
20 customers.

21 9. The Town Clerk is hereby directed to publish this
22 Resolution in full in a qualified newspaper once a week for two
23 consecutive weeks and to post the same on the Town Hall at least
24 fourteen (14) days prior to the public hearing to be held in
25 this matter.

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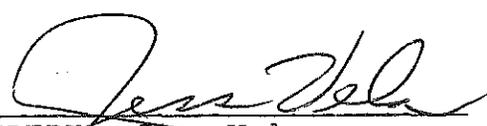
10. A public hearing regarding the execution of the license as described herein shall be held on the 23rd day of February, 1983, in the San Luis Town Hall Building at 7:30 p.m. o'clock.

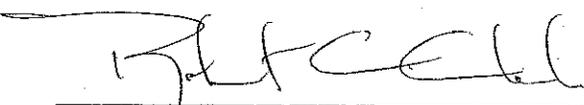
ADOPTED this 26th day of January, 1983.


MAYOR Elias Bernudez

ATTEST:

APPROVED AS TO FORM:


CLERK Jess Vela


TOWN ATTORNEY, Robert C. Clarke