

ORDINANCE NO. 03-06

AN ORDINANCE AMENDING ORDINANCE NO. 98-23 AND ORDINANCE NO. 98-17 AGREEING THAT CHARTER COMMUNICATIONS SHALL PROVIDE AN EDUCATIONAL ACCESS CHANNEL FOR USE BY THE CITY OF SOMERSET, KENTUCKY, AND KET, THE KENTUCKY NETWORK.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF SOMERSET, KENTUCKY:

WHEREAS, pursuant to Ordinance No. 98-17 and Ordinance No. 98-23, Charter Communications ("Franchisee") holds a franchise to provide cable service to the citizens of Somerset, Kentucky ("City"); and

WHEREAS, the City has requested that Franchisee provide a channel for use by the City or its designee, KET, The Kentucky Network, for Educational Access; and

WHEREAS, City and Franchisee have agreed to amend Ordinance No. 98-17 and Ordinance No. 98-23 so as to provide an Educational Access Channel ("EAC") for use by the City or its designee,

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Somerset, Kentucky, as follows:

SECTION 1. Ordinance No. 98-23 is hereby amended and a new section 34 is hereby added and shall read as follows:

Section 34. Provision for Educational Access Channel ("EAC")

A. Educational Access Channel ("EAC")

The Franchisee shall provide on (1) EAC available to the City within one hundred twenty (120) days from the effective of this Ordinance. The EAC shall be made available by the Franchisee for use as provided for herein, by the City and its residents in accordance with the rules and procedures established by the City, or by KET, The Kentucky Network, subject to the terms of an Agreement between the City of Somerset, Kentucky and KET, The Kentucky Network.

B. Program Content.

The programming transmitted over said EAC shall be non-commercial in nature. The City may not enter into a lease, license, contract or arrangement of any kind whereby the City or its designee allows or requires any person to

program all or part of an EAC in exchange for consideration of any kind to the City.

C. Third Party Access Management.

The City hereby designates KET, The Kentucky Network as its designee to manage and program the EAC, subject to the terms of the Agreement between the City and KET, The Kentucky Network.

D. Cost.

The cost of the programming and production of the EAC by KET, The Kentucky Network, shall be the sole responsibility of KET, The Kentucky Network.

Section 2. It is hereby specifically stated that the City retains the absolute right and authority to revoke its designation made to KET at anytime and take back the control of the EAC referred to herein.

Section 3. All Ordinances or sections of Ordinances in conflict herewith are hereby repealed.

FIRST READING: April 28, 2003

SECOND READING: May 12, 2003

APPROVED:

J. P. Wiles
MAYOR

ATTEST:

Diana Mackey
CITY CLERK

AGREEMENT

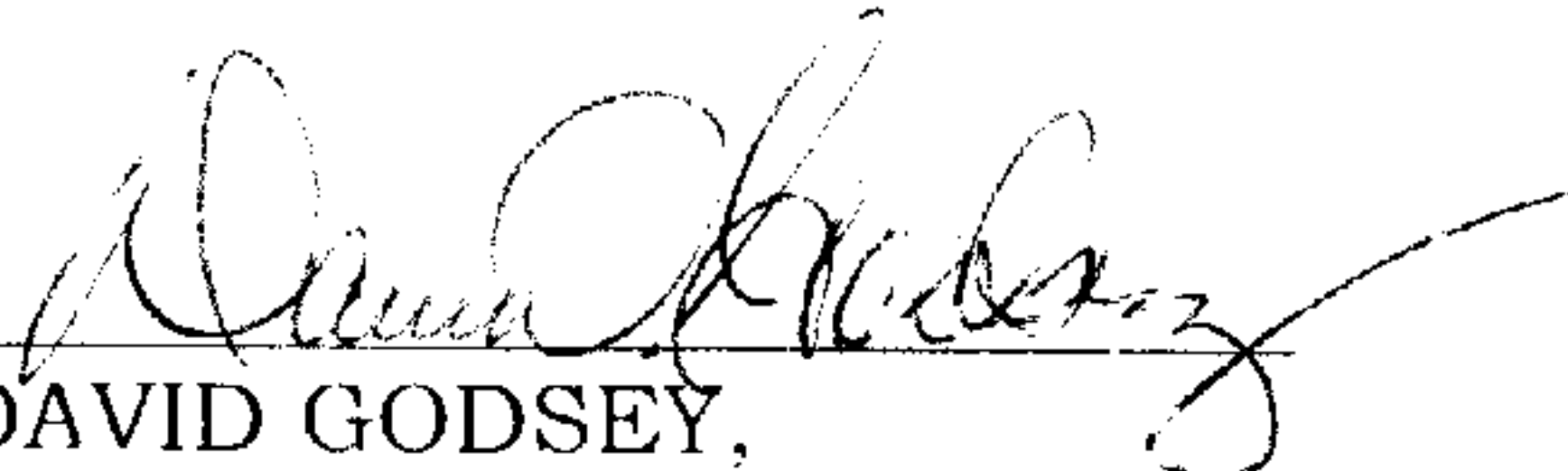
This Agreement made and entered into this 14th day of April, 2003 by and between the City of Somerset, Kentucky (City) and The Kentucky Network (KET),

That for and in consideration of the mutual promises and agreements contained herein the parties hereto do agree as follows:

- 1) The City agrees to amend its Cable Ordinance so as to require Charter Communications to provide an Educational Access Channel.
- 2) Said EAC shall be made available to KET for non-commercial and educational purposes, only.
- 3) All costs associated with the use of the EAC by KET shall be responsibility and liability of KET.
- 4) KET Shall manage and control all programming on said EAC in conformity with non-commercial and educational purposes.
- 5) KET agrees that the City has the absolute right to void this Agreement at anytime it reasonably believes the programming is not in conformity to the stated programs herein.

Agreed to the day and date stated hereinabove.

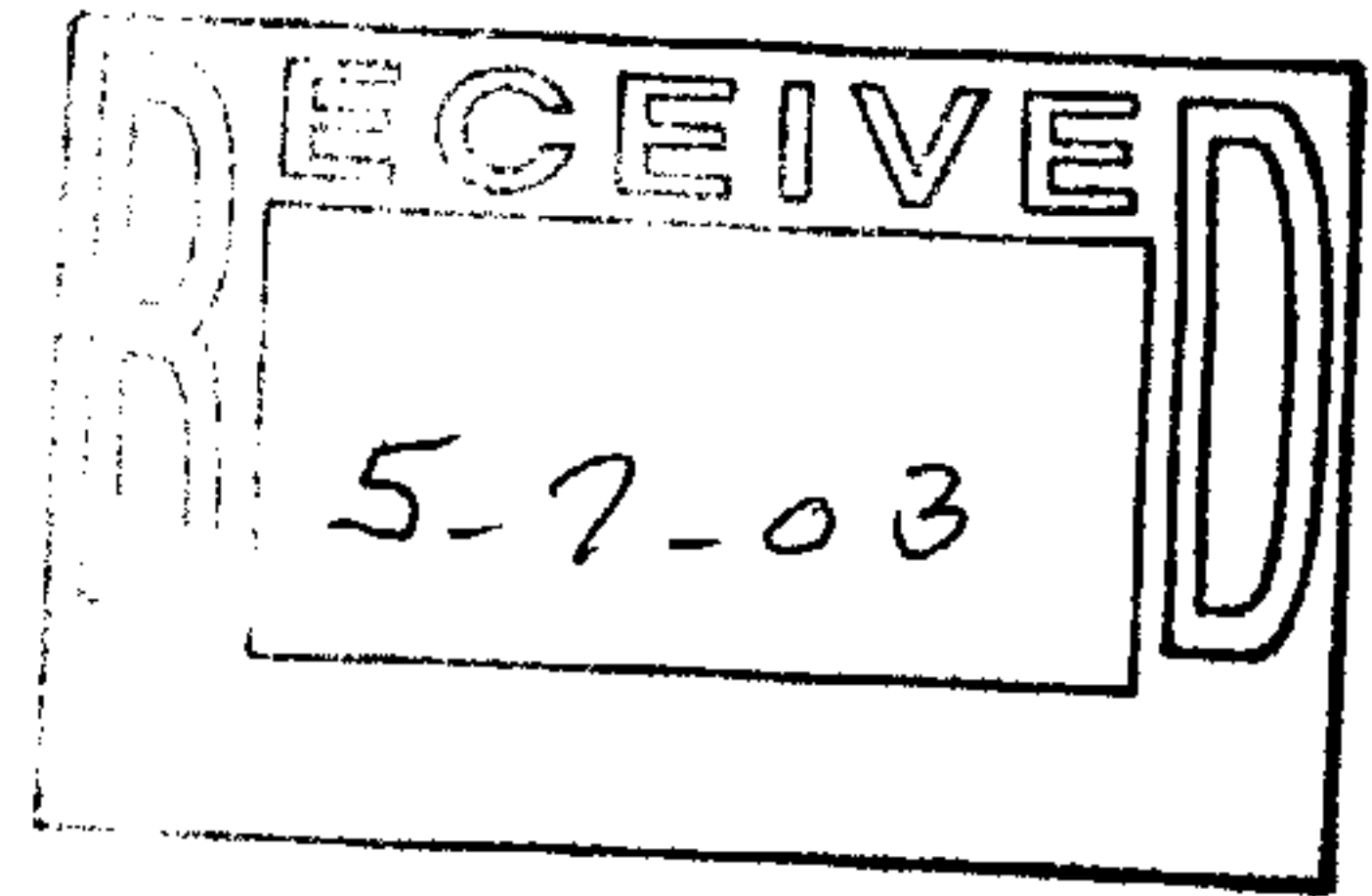
WITNESS:

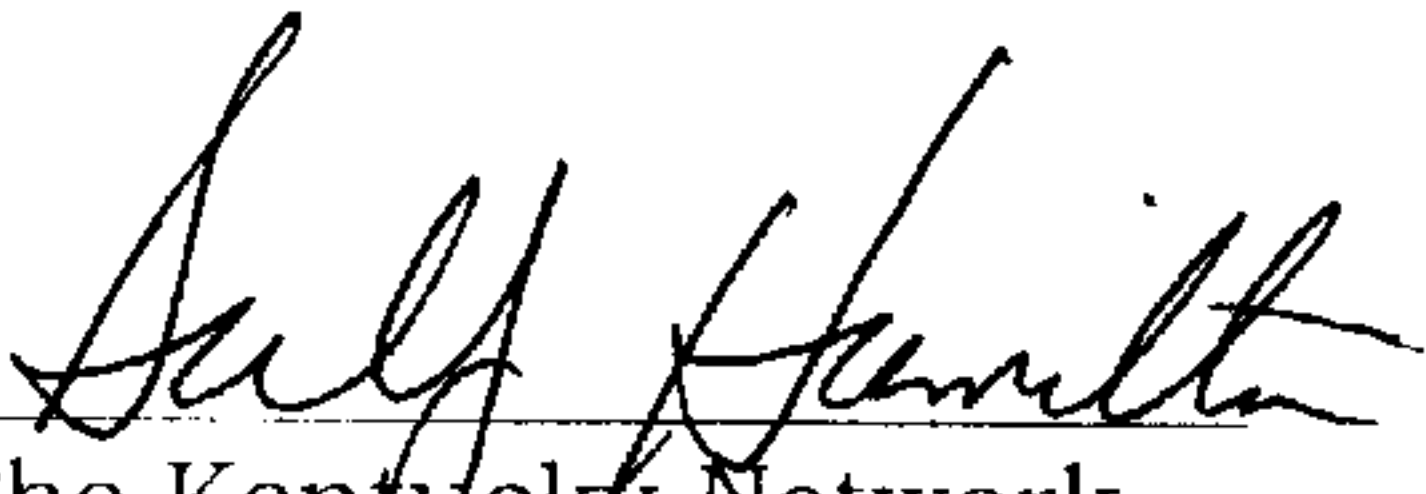


DAVID GODSEY,
CITY CLERK



MAYOR JP WILES





KET, The Kentucky Network
BY: 5-5-03

AGREEMENT


This Agreement made and entered into this 14th day of April, 2003 by and between the City of Somerset, Kentucky (City) and The Kentucky Network (KET),

That for and in consideration of the mutual promises and agreements contained herein the parties hereto do agree as follows:

- 1) The City agrees to amend its Cable Ordinance so as to require Charter Communications to provide an Educational Access Channel.
- 2) Said EAC shall be made available to KET for non-commercial and educational purposes, only.
- 3) All costs associated with the use of the EAC by KET shall be responsibility and liability of KET.
- 4) KET Shall manage and control all programming on said EAC in conformity with non-commercial and educational purposes.
- 5) KET agrees that the City has the absolute right to void this Agreement at anytime it reasonably believes the programming is not in conformity to the stated programs herein.

Agreed to the day and date stated hereinabove.

WITNESS:



 DAVID GODSEY,
 CITY CLERK



 MAYOR JP WILES

 KET, The Kentucky Network
 BY: _____