

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 5, 2015 AGENDA

Subject:	Type:	Submitted By:
ORDINANCE AMENDMENT - COX CABLE FRANCHISE AGREEMENT 1 YEAR EXTENSION	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	KEVIN POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

SYNOPSIS

An ordinance has been prepared to amend the Cox Cable Franchise Agreement ordinance to provide for a 1 year extension.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval.

BACKGROUND

The City Attorney has proposed a one year extension of the existing franchise agreement with Cox Cable to May 31, 2016. During the next several months the City Attorney and Staff will be negotiating a new franchise agreement with Cox Cable for Council's consideration.

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AMEND THE NONEXCLUSIVE CABLE FRANCHISE AGREEMENT, CERTIFICATE OF FRANCHISE AND COMMUNITY SERVICES AGREEMENT AND PERMIT COX COMMUNICATIONS OMAHA, L.L.C. TO CONTINUE TO OPERATE A CABLE SYSTEM; TO REPEAL CONFLICTING ORDINANCES, PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL FO THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA:

SECTION 1. Proposed Amendment. The Mayor and City Council by Ordinance No. 805 on May 16, 2000 approved a nonexclusive franchise agreement between the City and Cox Communications Omaha, L.L.C. ("Company"), as subsequently amended by Ordinance No. 827 on February 20, 2001 ('Franchise Agreement'). The City and Company desire to amend the Franchise Agreement and related certificate of franchise and community services agreement as set forth in the Amendment presented at this City Council meeting ("Amendment").

SECTION 2. Approval of Amendment. The Amendment and addition of Section 12.18 of the Franchise Agreement is hereby adopted and approved.

SECTION 3. Further Authorization. The Mayor and City Clerk are hereby authorized to execute the Amendment and take such further actions as necessary or appropriate to carry out said amendment or actions approved herein.

SECTION 4. Repeal. All ordinances in conflict with this Ordinance, or any parts of ordinances in conflict with any parts of this Ordinance, are hereby repealed.

SECTION 5. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this Ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this Ordinance and each section, subsection, sentence clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 5TH DAY OF MAY, 2015.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Amendment

**Nonexclusive Franchise Agreement
Between
Cox Communications Omaha, L.L.C.
And
City of La Vista, Nebraska**

WHEREAS, the City of La Vista, Nebraska ("City") and Cox Communications Omaha, L.L.C. ("Company") entered a Nonexclusive Franchise Agreement Between Cox Communications Omaha, L.L.C. and City of La Vista, Nebraska, as amended by a First Amendment ("Franchise Agreement") and related certificate of franchise and community services agreement; and

WHEREAS, the City and Company desire to amend the Franchise Agreement and related certificate of franchise and community service agreement as described in this Amendment.

NOW THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the City and Company hereby agree as follows:

1. The Company shall be permitted to continue to operate and maintain the cable system, shall be entitled to exercise all rights, and shall perform all obligations in accordance with the Franchise Agreement and related certificate of franchise and community services agreement through May 31, 2016.
2. All provisions of the Franchise Agreement and related certificate of franchise and community services agreement shall be deemed modified to be consistent with this Amendment.
3. The recitals above are incorporated into this Amendment by reference.
4. The provisions of this Amendment relating to the Franchise Agreement shall become Section 12.18 of the Franchise Agreement.
5. The Franchise Agreement and related certificate of franchise and community services agreement, except as modified by this Amendment, shall continue in full force and effect.

AGREED to this _____ day of _____, 2015.

CITY OF LA VISTA, a Municipal Corporation

Douglas Kindig, Mayor

Attest:

Pamela A. Buethe, CMC
City Clerk

COX COMMUNICATIONS OMAHA, L.L.C.

(Name)

(Title)

Attest:

, Secretary

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NCTA Standards – Cox Communications, Omaha, 1999

Office and Telephone Availability

1. Telephones will be covered 24 hours a day, seven days a week. (During normal business hours, customers will receive personal service from trained company representatives; after normal business hours the access line may be covered by a service or an automated response system, including an answering machine.)

Cox Communications, Omaha is staffed for telephone coverage by trained company representatives as follows: 7 a.m. to 10 p.m., 7 days a week. Every Cox representative receives extensive training, including on-going monitoring and coaching by Quality Assurance Associates and individual supervisors. The answering service employees cover the phones from 10 p.m. to 7 a.m., 7 days a week. Each answering service employee receives continual communication regarding needs and changes for our operational needs.

2. Telephone answer time, including wait time and the time required to transfer the call, shall not exceed 30 seconds.

During 1999, the average speed of answering all telephone calls was 27 seconds.

3. Callers will receive a busy signal less than 3 percent of the time.

At Cox Omaha, customers received a busy signal less than 1% of the time during 1999.

4. Customer service centers and bill payment centers will be open during normal business hours and will be conveniently located.

Payment centers and hours are as follows:

5011 Capitol Avenue	Monday through Friday	8 a.m. to 6 p.m.
	Saturday	9 a.m. to 2 p.m.

11505 West Dodge Road	Monday through Friday	8 a.m. to 6 p.m.
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11507 S. 42nd Street (Sarpy County)	Monday through Friday	8 a.m. to 6 p.m.
	Saturday	9 a.m. to 2 p.m.

1600 McPherson Avenue (Council Bluffs)	Monday Through Friday	8 a.m. to 6 p.m.
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Installations, Outages and Service Calls

1. Excluding those situations beyond the control of the cable operator, response to service interruptions will be prompt and in no event later than 24 hours.

Cox Omaha has averaged 43.9 minutes in responding to all service interruptions throughout 1999 – even those “beyond the control” of the company.

2. Actions to correct all other service problems the next business day after notification of the service problem.

Immediate corrective action is taken the next business day for all other service problems.

3. Standard installations (125 feet from distribution center) should be completed within 7 business days.

Cox Omaha has averaged 2.44 days between order placement and order installation throughout 1999.

4. Appointment windows will be no longer than 4 hours.

Cox Omaha is one of the few cable systems that offers customers the choice of appointment times Monday through Friday as follows:

1. 8-10 a.m. 2. 11 a.m. to 1 p.m. 3. 1-3 p.m. 4. 3-5 p.m. 5. 5-7 p.m.

6. 7-9 p.m. Saturday and Sunday appointment hours are as follows:

1. 8-10 a.m. 2. 11 a.m. to 1 p.m. 3. 1-3 p.m. 4. 3-5 p.m. 5. 5-7 p.m.

5. Appointments may not be canceled with a customer after close of business on the business day prior to the scheduled appointment.

Cox Omaha does not cancel appointments with customers after the close of business on the business day prior to the scheduled appointment.

6. Customers will be contacted if the cable operator will be late or unable to keep a scheduled appointment.

Cox Omaha routinely contacts customers if the technician or installer will be late or unable to keep a scheduled appointment.

Communication, Bills and Refunds

1. Written information on each of the following areas shall be provided at the time of installation of service, at least annually to all subscribers, and at any time upon request; products and services offered; prices and service options; conditions of subscription to programming and other services; installation and service maintenance policies; information on how to use cable service; channel positions of offered programming; and billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

Cox Omaha provides a Welcome Packet and a complimentary Cable Guide, which contain products and services offered, prices and service options, and installation and service maintenance policies. Additionally, printed materials regarding how to operate equipment and converter boxes is given to the customer. The telephone number and address to the local franchise authority is printed on the customer's cable bill.

2. 30 day notice of rate or channel changes must be provided if the changes is within the control of the cable operator.

Cox Omaha notifies customers at least 30 days prior to any rate or channel change.

3. Bills must be itemized, including, but not limited to, basic and premium services charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

Cox Omaha itemizes basic and premium service charges, as well as equipment charges. Bills clearly reflect any and all activity during a customer's billing period, including credits, rebates and prorated charges and/or credits.

Additionally, a group of front line employees, who regularly talk with customers about their bills, meets regularly to ensure that the statement is clear and discusses ways to improve it.

4. A response to any written complaint from a customer regarding a billing dispute will be issued within 30 days.

All (billing) complaints, whether in written or verbal form, are addressed with the customer within 30 days.

5. Refund checks will be issued promptly, but no later than either: (1) the customer's next billing cycle following resolution of the request or 30 days, whichever is earlier, OR (2) the return of the cable company equipment if service is terminated.

Cox Omaha completes all refunds to customers within 30 days, or by the customer's next billing cycle following the resolution of the request, whichever is earlier, pending any equipment return to the company.

6. Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

In almost every case, credits for service are issued immediately upon the customer's request. Those that are not issued immediately are issued within 7 days of the request.