

Sponsor: Fain/Brown

ORDINANCE NO. 25-11

AN ORDINANCE OF THE LEGISLATIVE AUTHORITY OF THE CITY OF JACKSON, OHIO GRANTING CONSENT TO THE MAYOR TO ENTER INTO AN AGREEMENT WITH DAVIS BROADCASTING MEDIA, INC. FOR THE USE OF CABLE CHANNEL 15 FOR OPERATION OF A LOCAL ORIGINATION CHANNEL FOR THE CITY OF JACKSON AND DECLARING AN EMERGENCY.

WHEREAS, channel 15 on the local television cable service has been designated as a local origination channel to which the City of Jackson has access;

WHEREAS, the current agreement between the for the operation of channel 15 is due to expire at the end of June, 2011 and this matter constitutes an emergency to avoid disruption of services which are necessary for the preservation of the public's health, safety and welfare; and

WHEREAS, the Legislative Authority of the City of Jackson desires to give its approval and consent to the Mayor to enter into an agreement, as attached hereto as Exhibit A, for the operation of channel 15, a local origination television channel, with Davis Broadcasting Media, Inc.

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS:

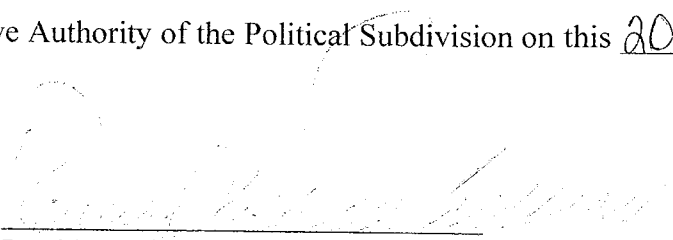
Section 1. The legislative authority of the City of Jackson hereby authorizes the Mayor of the City of Jackson, Ohio to execute, on behalf of the City, the Agreement attached hereto as Exhibit A.

Section 2. This matter is hereby declared to be an emergency necessary for the immediate preservation of the public peace, health or safety of the City of Jackson, Ohio in that it is necessary to avoid disruption of the services provided

Section 3. In the event this Ordinance receives a majority vote for passage but fails to receive the required number of votes to pass as an emergency, then this Ordinance shall be deemed to have passed but with no emergency clause, and shall take effect at the earliest time permitted by law.

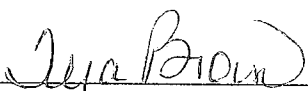
It is hereby found and determined that all formal acts of this council concerning and relating to adoption of this Ordinance were adopted in an open meeting of this council and that the deliberations of the council and any of its committees resulted in such formal action, wherein meeting open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

PASSED AND ADOPTED by the Legislative Authority of the Political Subdivision on this 20th day of June, 2011.

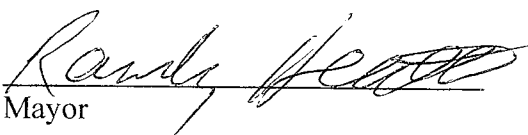


President of Council

ATTEST:


Clerk of the Legislative Authority

Approved this 20th day of June, 2011.


Mayor

LOCAL ORIGINATION CHANNEL
LEASE AGREEMENT

This agreement entered into this _____ day of June, 2011, by the City of Jackson, Ohio, with a place of business at 145 Broadway Street, Jackson, Ohio, 45640 (hereinafter referred to as "Lessor"), and Davis Broadcasting Media, Inc., with a place of business at 295 ½ E. Main Street, Jackson, Ohio, 45640 (hereinafter referred to as the "Lessee").

Whereas, Lessee is now in the business of providing local cable channel origination in the Jackson, Vinton and Pike County area, desires to lease one channel (nka Cable Channel 15) from the Lessor for local origination programming on the Time-Warner Cable System serving Jackson, Vinton, Pike and any other entities that may be added in the future. The channel is available pursuant to the City of Jackson's Franchise Agreement with Time-Warner Cablevision. The Lessee plans to support this channel through the sale of advertising time and through the local funding authorized by the local communities.

Whereas, the Lessor desires to continue to provide local programming and local origination services on the Time-Warner Cable System serving the Jackson, Vinton and Pike County area, and is willing to allow Lessee to continue to provide this service. It is further understood by Lessor that Lessor will not use any of its local origination, community service, or government channels for commercial purposes, since doing so would dilute the success and the ability to provide satisfactory local origination services by the Lessee and could diminish the quality of such services to area residents.

TERMS AND CONDITIONS

1. The background set forth above is incorporated in the body of this agreement as though fully set forth as an integral part thereof.
2. Subject to the terms and conditions set forth herein, Lessor herewith leases to Lessee for a period of ten (10) years from the effective date of this agreement one channel of those provided by Time-Warner Cablevision by way of the Franchise Agreement between Time-Warner Cablevision and the City of Jackson, Ohio. Initially the channel would be Cable Channel 15. This agreement will be extended automatically for successive five (5) year terms unless terminated by either party by written notice no less than thirty (30) days prior to the end of the initial term or any renewal thereafter.
3. The relationship between Lessor and Lessee is that of a Lessor-Lessee only; and Lessor shall not be responsible for, and Lessee herewith agrees to hold it harmless from, any and all liability of any type and nature which may arise as a result of Lessee's use of the channel leased hereunder.
4. Lessee agrees and acknowledges that it is an independent entity and the Lessor will not be liable for the payment of any expenses in connection with the programming activities of Lessee.
5. Lessee shall not assign, transfer, or sublet this agreement without the prior written consent of Lessor having been obtained.
6. Lessee will save and hold Lessor harmless from any claim or liability which may arise as a result of obligations assumed by Lessee in sales promotion, equipment purchases, or agreements made with outside suppliers of goods and services or under agreements with advertisers. Lessee agrees that it will, in no event, hold itself out as a part of, affiliated with, or financially supported by Lessor.
7. Lessee will continue to provide local origination cablecast services to include a character generator that will provide community announcement pages for area organizations, commercial announcements, a weather crawl, date and time services, and a low cost effective means for

local and area merchants to advertise their products and services. In addition, the Lessee agrees to provide local programs of a regular and special nature of interest to residents in the community.

8. Lessee will provide one return modulator to be used solely for cablecasting on Lessor's Cable Channel 15, or other designated channel in the case that Time-Warner Cablevision specifies another wide area channel to be made available to the City of Jackson replacing Cable Channel 15. Repair for normal use of cameras, modulators, character generators, studio equipment, and other equipment used in the daily operation of Cable Channel 15 will be assumed by the Lessee. Title to all such equipment purchased by Lessee shall remain the sole property of the Lessee.
9. Lessee shall maintain general liability insurance in an amount of not less than \$500,000.00 for combined single limit coverage for bodily injury and property damage to include a broad form comprehensive endorsement. In addition, Lessee will comply with all Ohio's Worker's Compensation laws. Lessor shall be notified of cancellation of insurance thirty (30) days in advance.
10. Lessee shall, at no charge to the Lessor, maintain a studio and control room for local origination purposes.
11. As full consideration for the rights granted to it hereunder, Lessee agrees:
 - (a) To fully comply with all of the terms and conditions placed upon it in this agreement and to take no action which would jeopardize Lessor's relationship with area residents provided that this restriction shall not limit Lessee's right to fairly criticize the actions of Lessor as they affect the public;
 - (b) It is the responsibility of Lessee to establish its own programming, either character generator or studio programming on a regular daily basis. Lessee further agrees to repair equipment necessary to continue said programming as fast as possible.
 - (c) Lessee agrees to produce its' programming, including advertising, in a professional manner with good technical quality in keeping with a local origination facility of its size;

- (d) Lessee, its' officers and employees, understands that Lessor is a government entity and that good relations with its residents and community leaders partially depends on acceptance of the local television services only available on Cable Channel 15. Lessee will take no action which would result in the lowering of esteem in which Lessor is held by the community, unless fairly commenting on a matter affecting the public which is already before the public;
- (e) The Lessee shall have sole responsibility for staffing of personnel needed to conduct the business affairs of Cable Channel 15.
- (f) If Lessee shall fail to comply with any provisions of this agreement or default in any of its obligations under this agreement, and if Lessee shall fail within thirty (30) days, written notice from Lessor to correct such default or non-compliance, Lessor may forthwith terminate this agreement.

ATTEST:

CITY OF JACKSON, OHIO

ATTEST:

DAVIS BROADCASTING MEDIA, INC.
