

ORDINANCE NO. 29  
AN ORDINANCE GRANTING A FRANCHISE TO  
COUNTRY CABLE TO BUILD, CONSTRUCT,  
OPERATE AND MAINTAIN A CABLE TELE-  
VISION SYSTEM IN THE CITY OF GRANT,  
MICHIGAN AND SETTING FORTH CONDITIONS  
ACCOMPANYING THE GRANTING THEREOF:

SECTION 1--TITLE

This Ordinance shall be known and may be cited as the CATV Ordinance.

SECTION 2--PREAMBLE

This Ordinance was passed after a full, open and public hearing upon prior notice and opportunity of all interested parties to be heard and upon careful consideration of COUNTRY CABLE'S qualifications, including its legal character, financial and technical qualifications, and the adequacy and feasibility of its construction arrangements.

SECTION 3--DEFINITIONS

For the purpose of this Ordinance, and when not inconsistent with the context, words used herein in the present tense include the future; words in plural include the singular, and vice versa. The word "shall" is always mandatory. The captions supplied herein for each section are for convenience only. Said captions have no force of law, are not part of the section, and are not to be used in construing the language of the section. The following terms and phrases, as used herein, shall be given the meaning set forth below:

(A) "City" is the City of Grant, a municipal corporation under the laws of the State of Michigan.

(B) "Grantee" is Country Cable of 13064 Wisner Avenue, Grant, Michigan, 49327, and it is the Grantee of rights under this franchise.

(C) "City Commission" is the City Commission of the City of Grant, Michigan or its designated representative.

(D) "Federal Communications Commission" or "FCC" is the present Federal agency<sup>3</sup> of that name as constituted by the Communications Act of 1934, or any successor agency created by the United States Congress.

(E) "Person" is any individual, firm, partnership, association, corporation, company or organization of any kind.

[ (F) "Cable Television System" or "CATV System" or "System" shall mean a system within the City of Grant of antennas, cables, wires, lines, towers, waveguides, or any other conductors, converters, equipment or facilities by which the signals of one or more television or radio stations are received directly, or indirectly over the air and are amplified<sup>4</sup> or otherwise modified and distributed primarily by wire or cable to subscribers.

(G) "Gross subscriber revenues" shall include any and all compensation or receipt derived from installation, disconnection and re-installation charges and periodic service charges in connection with the carriage of broadcast, public access and local origination signals and Federal Communications Commission mandated non-broadcast services, but shall not include any refunds or credits made to subscribers or any taxes imposed on the services furnished by Grantee. Nor shall it include revenue from "ancillary" or "auxiliary" services, which include, but are not limited to, advertising, leased channels, and per program or per channel charges, if any.

(H) "Regular subscriber services" shall include the carriage of broadcast, public access and local origination signals and FCC mandated non-broadcast services, but shall not include "ancillary" or "auxiliary" services, which include, but are not limited to,



advertising, leased channels, and programming supplied on a per program or per channel basis.

#### SECTION 4--LIMITATIONS OF CHARTER

The franchise herein granted is expressly subject to the provisions and limitations thereon set forth in Chapter 12 of the Charter of the City of Grant.

#### SECTION 5--NON-EXCLUSIVE FRANCHISE

This franchise shall be non-exclusive and shall neither restrict the City Commission in the exercise of its regulatory power nor prevent it from granting any other CATV system franchise.

#### SECTION 6--FRANCHISE AND TERM OF FRANCHISE

The City of Grant hereby gives and grants to Grantee the right, franchise and authority to construct, operate and maintain a CATV system within the City of Grant, for a period of fifteen (15) years, unless sooner revoked by the City Commission. The Grantee shall have the right to construct, operate, repair, replace and maintain over, under and upon the public right-of-way of the City, the cables and equipment necessary for such systems, subject to the conditions and restrictions hereinafter provided.

#### SECTION 7--FRANCHISE FEE

(A) The Grantee shall pay, as compensation to the City a fee of three (3) percent of its gross revenues. In the event that it is determined that the Federal Communications Commission lacks the jurisdiction to impose the three (3) percent limitation of franchise fees, or that the limit is raised or the fee basis is changed to allow revenues from other than regular subscriber services to be used in calculating the fee, then the franchise fee shall be subject to renegotiation. In the event that

the parties cannot agree upon a fee, the fee shall be

shall be submitted to arbitration. Any resulting award shall be retroactive.

(B) The above franchise fee shall be paid on a semi-annual basis not later than twenty (20) days after the close of the previous six-month period.

SECTION 8--TRANSACTIONS AFFECTING OWNERSHIP  
OF FRANCHISE AND FACILITIES

(A) Prior approval of the Grant City Commission shall be required where ownership or control of more than twenty-five (25) percent of the right of control of the Grantee is acquired by a party or a group of parties acting in concert, none of whom already owns or controls twenty-five (25) percent or more of such rights of control, singularly or collectively. This approval will not be unreasonably denied.

(B) By its acceptance of the franchise, the Grantee specifically grants and agrees that any such acquisition occurring without prior approval of the City Commission shall constitute a violation of the franchise by the Grantee. Failure to obtain approval of the City Commission or to return ownership or control to the previously accepted levels within three (3) months shall constitute a breach of conditions for which the remedy of Section 12 is applicable.

(C) Upon the foreclosure or other judicial sale of all or a substantial part of the CATV System or the Grantee, or upon the termination of any lease covering all or a substantial part of the CATV System or the Grantee, the Grantee shall notify the City Commission of such fact, and such notification shall be treated as a notification that a change in control of the Grantee has taken place, and the provisions of Section 8(A) of this Ordinance, governing the consent of the City Commission to such change in control of the Grantee, shall apply.



(D) The City Commission shall have the right to cancel this franchise one hundred and twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee, whether in receivership, reorganization, bankruptcy, or other action or proceedings, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred and twenty (120) days, or unless:

(1) Within one hundred and twenty <sup>12</sup> (120) days after his election or appointment, such receiver or trustee shall have fully complied with all the provisions of this ordinance and remedied all defaults thereunder; and,

(2) Such receiver or trustee, within said one hundred and twenty (120) days shall have executed an agreement, duly approved by the Court having jurisdiction in the premises, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Ordinance.

(E) In order that the City may exercise its option to take <sup>13</sup> over the facilities and properties of the CATV System authorized herein upon expiration or forfeiture of the right and privileges of the Grantee under the franchise, as is provided for herein, subsequent to the initial construction and operation of the CATV System located in Grant, the Grantee shall not make, execute, or enter into any deed, deed of trust, mortgage, conditional sales contract, or any loan, lease, pledge, sale, gift, or similar agreement concerning any of the facilities and properties, real or personal, of the CATV System without prior approval of the Grant City Commission upon its determination <sup>14</sup> that the transaction proposed by the Grantee will not be inimical to the rights of the City under the franchise; provided, however, that this section shall not apply to the disposition of worn out or obsolete facilities or personal property in the normal course of carrying on the CATV System

(F) Except as provided for in Section 15, the Grantee shall at all times be full and complete owner of all facilities and properties, real and personal, of the CATV System.

SECTION 9--CONFLICT BETWEEN THIS FRANCHISE  
AND FCC REQUIREMENTS

If any section, sentence, clause or phrase of the ordinance is held unconstitutional, such unconstitutionality shall not affect the validity of the ordinance, and any portions in conflict are hereby repealed. Provided, however, that in the event that the Federal Communications Commission declares any section invalid, then such section or sections will be renegotiated by the City Commission and the Grantee.

SECTION 10--FORFEITURE AND TERMINATION  
IN EVENT OF DEFAULT

If Grantee shall fail to comply with any of the provisions of this ordinance, or default in any of its obligations hereunder, and shall, within 30 days after written notice from the City, fail to commence and, within a reasonable time thereafter, correct such default or non-compliance, the City may, in addition to all other rights established in this ordinance, declare this franchise and all rights of Grantee hereunder forfeited and terminated.

SECTION 11--BUY-BACK PROVISION

(A) In the event Grantee fails to maintain the CATV system in accordance with the rules and regulations from time to time formulated by the Federal Communications Commission, or in the event Grantee fails to comply with all the terms and provisions of this ordinance and the reasonable police and regulatory powers of the City relative thereto, the City shall have the right and option to purchase the CATV System. The purchase price therefore shall equal the book value thereof established in accordance with



generally accepted accounting principles, or the market value, whichever is higher.

In the event the City and the Grantee cannot agree upon such book or market value, the same shall be determined by arbitration, pursuant to Section 12 of this ordinance. In the event the City exercises this option, payment shall be made by the City within 30 days following the determination of such book or market value.

(B) At the expiration of the fifteen (15) year term of this franchise, the City shall also have the right and option to purchase the CATV system of Grantee. The purchase price shall be the fair market value of the CATV system as of the date of expiration of the term of this franchise, excluding, however, the value of the franchise itself. One hundred eighty (180) days prior to the termination of the initial 15 year period of the franchise the City may notify the Grantee of its interest in exercising its right to purchase the CATV System. Within 90 days thereafter, Grantee shall submit a fair market value determination to the City. Within 30 days after receipt of the fair market value determination the City shall notify the Grantee whether it intends to purchase the CATV System. In the event the City does not agree to said fair market value, the same shall be determined by arbitration, pursuant to Section 12 of this ordinance. Payment shall be made by the City within 30 days following the determination of such fair market value.

#### SECTION 12--ARBITRATION

Whenever a matter in dispute between Grantee and the City of Grant is submitted to arbitration, the City shall appoint one person as arbitrator, the Grantee shall appoint one person as arbitrator, and within ten days thereafter the two arbitrators so appointed shall appoint a third, and the decisions of the majority of the three arbitrators so appointed shall be final and binding upon both

SECTION 13--CONSTRUCTION AND MAINTENANCE

(A) Grantee shall construct energized fully operational trunk and feeder cable, to which subscribers may be connected, in the entire present territorial limits of the City of Grant. If the City expands beyond the present territorial limits, the CATV System shall also be expanded to any area containing at least 35 dwelling units per street mile.

(B) Within seven (7) months from Grantee's acceptance, in accordance with Section 34, service shall be available to the entire City.

(C) All structures, lines and equipment erected by Grantee <sup>27</sup> within the City shall be so located as to cause minimum interference with the proper use of streets, alleys, easements and other public ways and places and to cause minimum interference with the rights or reasonable convenience of property owners, and Grantee shall comply with all reasonable, proper and lawful ordinances of the City now or hereinafter in force.

(D) In case of any disturbance by Grantee of lawns, pavement, sidewalk, driveway or other surfacing, Grantee shall, at its own cost and expense and in a manner approved by the City, replace and restore all lawns, paving, <sup>23</sup> sidewalk, driveway or surface so disturbed in as good condition as before said work was commenced.

(E) In the event that at any time during the period of this franchise the City shall lawfully elect to alter or change any street, alley, easement, or other public way requiring the relocation of Grantee's facilities, then in such event Grantee, upon reasonable notice by the City, shall remove, relay and relocate the same at its own expense; provided, however, that where public funds are available for such relocation pursuant to law, Grantee shall <sup>24</sup> not be required to pay the cost.



(F) Grantee shall, on the request of any person holding a building moving permit issued by the City, temporarily raise or lower its lines to permit the moving of the building. The expense of such temporary removal shall be paid by the person requesting the same, and Grantee shall have the authority to require such payment in advance.

(G) Grantee shall have the authority to trim trees upon and overhanging all streets, alleys, easements, sidewalks, and public places of the City so as to prevent the branches of such trees from coming into contact with Grantee's facilities.

(H) All poles, lines, structures and other facilities of Grantee in, on, over and under streets, sidewalks, alleys, easements and public grounds or places of the City shall be kept by Grantee at all times in a safe and substantial condition.

#### SECTION 14--USE OF STREETS

The right of Grantee to the use of the Streets and right-of-way of the City for the construction of its system shall be subject to all reasonable requirements of the City Commission. Grantee shall have the right to locate its cables above ground, subject to the conditions that such cables will be relocated below ground in all areas where the cables, wires and conduits of other utility companies are located below ground.

#### SECTION 15--BOND

During the term this ordinance remains in effect, grantee shall post with the City a bond to be approved as to form by the City Attorney in the sum of \$2,500.00 conditioned upon faithful performance of the conditions and terms of the permit providing the recovery on the bond in case of failure to perform the terms and conditions hereof. Said bond shall be posted within ten (10)

SECTION 16--INDEMNITY

Grantee shall fully indemnify, defend, and hold harmless the City, its officers, agents and employees against any and all claims, suits, actions, liabilities, judgments, and demands whatsoever resulting from the negligence of Grantee in the construction, operation or maintenance of its CATV system in the City. The City shall notify Grantee within ten (10) days after the presentment of any claim or demand, either by suit or otherwise, made against the City on account of any negligence as aforesaid on the part of Grantee.

SECTION 17--INSURANCE

(A) Grantee shall obtain and keep in force a general comprehensive public liability insurance policy indemnifying and saving harmless the City, its officers, agents and employees against slander, and all claims for property damage in the amount of \$500,000.00 and against any and all claims on account of injury to or death of any person or persons in an amount of \$500,000.00 and against any and all claims for injury or death of two or more persons in any one occurrence in an amount of \$1,000,000.00. Such insurance policies shall be in form satisfactory to the City Commission and shall be issued and maintained by companies authorized to do business in the State of Michigan and require 30 days written notice of any cancellation to both City and Grantee herein.

(B) The City Commission shall have the right to request an increase in the liability coverage herein provided. If the Grantee does not agree the remedy of Section 12 is applicable.

SECTION 18--COMPLIANCE WITH APPLICABLE LAWS

(A) Grantee shall, within one year or at renewal time, whichever occurs first, comply with all applicable rules and regulations of the Federal Communications Commission which are now in effect or which may hereafter be approved by the FCC.



(B) Grantee shall at all times during the term of this franchise be subject to all lawful exercise of the police power of the City. The right is hereby reserved to the City to adopt, in addition to the provisions herein contained and any other existing applicable ordinances, such additional applicable ordinances as it shall find necessary in the exercise of its police power; provided that such regulations shall be reasonable and not in conflict with the rights herein granted, the laws of the State of Michigan, the laws of the United States of America, or the rules of the Federal Communications Commission.

SECTION 19--SUBSCRIBER RATES AND CHARGES

(A) The following <sup>32</sup>maximum rates and charges to subscribers for installation, if equipment and regular subscriber service have been considered, approved and authorized by the City and there shall be no changes in rates charged to subscribers except upon prior approval of the City following an appropriate public proceeding.

<sup>10</sup> (1) REGULAR SUBSCRIBER SERVICE

(a) Economy Service 12 channels (no converter), which shall include the following stations: WZZM, WKZO, WGVC, WTBS, USA Network, CBN, <sup>30</sup>WOTV, MSN, WOR, WWMA, PTL, UPI Newswire

<sup>2005</sup> First Outlet	<sup>1705</sup> \$9.00/mo
Each Additional Outlet	\$1.00/mo
FM Service	Free

Installation Charges

First Outlet	\$20.00
Each Additional Outlet	15.00
Special rate if hooked up with first outlet	10.00
Relocation	5.00
Reconnection	5.00
FM Service	7.00

(b) Expanded Service <sup>34</sup>(35 channels capability) with converter, which shall include, in addition to the stations listed in 1(a) above, the following: CNN, MTV, WGN, ESPN.

First Outlet	\$3.00/mo
Each Additional Outlet	1.00/mo
FM Service	Free

Installation Charges

First Outlet	\$10.00
Each Additional Outlet	7.50
Special Rate if hooked up with first outlet	5.00
Relocation	5.00
Reconnection	5.00

(2) PREMIUM TV CHARGES

HBO	\$9.50/mo
Cinemax	9.50/mo
Special Rate if both HBO and Cinemax are honored received Cinemat for	7.00/mo

Installation Charges

HBO	\$10.00
Cinemax	10.00
Second Pay	5.00

(3) COMMERCIAL RATES

Installation and monthly service charges for hotels, motels, hospitals and other commercial establishments will be determined through negotiation of a formal contract.

(4) CONDITIONS AND ASSUMPTIONS

- EN SP 2
- (a) Grantee reserves the right to waive or reduce installation charges during initial system activation or special promotions.
  - (b) Grantee reserves the right to initiate a \$20.00 converter deposit for in-home converters which would be refunded upon disconnection of the service. Grantee reserves the right to initiate a \$.50/mo converter rental on converters.
  - (c) A person may provide its own converter.
  - (d) Premium TV charges assume that the subscriber has a regular cable television outlet.
  - (e) FM service assumes that the subscriber has a regular cable television outlet.
  - (f) The above rate schedule shall remain in effect without change for a period of (3) years from the time the system becomes operational.



SECTION 20--GRANTEE BUSINESS OFFICE REQUIREMENTS

(A) Grantee shall have a place of business to collect payments in the City which shall be open during all usual business hours. Grantee shall have a listed telephone and such telephone shall be so operated that complaints and request for repairs or adjustments may be received at any time. Complaints and requests will be acknowledged within 24 hours.

(B) Grantee shall maintain a <sup>38</sup> maintenance service log indicating the date and time complaints are received and resolved, and the nature of the complaint and resolution. This log shall be made available for reasonable inspection by the City Commission.

(C) The City Commission shall be responsible for receiving and acting upon any unresolved complaints.

SECTION 21--GRANTEE EMPLOYMENT REQUIREMENTS

Grantee shall not deny service, deny access, or otherwise discriminate against subscribers, channel users, or general citizens on the basis <sup>31</sup> of race, color religion, national origin, or sex. Grantee shall strictly adhere to the equal employment opportunity requirements of the FCC, as expressed in Section 76.13(a)(8) and 76.311 of Chapter I of Title 47 of the Code of Federal Regulations. A Grantee shall comply at all times with all other applicable federal, state, city and county laws, and all executive and administrative orders relating to non-discrimination. Grantee shall make positive effort to hire <sup>40</sup> racial minorities, women and other protected groups as subcontractors if available and qualified.

SECTION 22--COMPETITION WITH LOCAL MERCHANTS

Except for the installation and maintenance of its CATV system, Grantee will not sell, repair, lease or install any television or radio equipment. }

SECTION 23--PUBLIC AND EDUCATIONAL  
ACCESS REQUIREMENTS

(A) Service to Educational Facilities. The Grantee shall, without charge, provide each public and non-profit elementary and secondary school buildings situated within the City of Grant with one free cable connection per building. The Grantee shall also provide, without charge, one cable connection to the Grant Public Library. These connections shall be maintained without charge as long as the Grantee holds the franchise within the City of Grant.

SECTION 24--LOCAL GOVERNMENT ACCESS REQUIREMENTS

The Grantee shall provide free of charge to Grant Police Headquarters and all other City offices one cable connection each and future capability of a two-way signal which the City may wish to use broadcasting with its own equipment on the weather channel.

SECTION 25--EMERGENCY USE OF FACILITIES

In times of emergency, the City, state or federal government shall have total access to Grantee's facilities. The cable system shall include an "emergency alert" capability which will permit a responsible public official to override by remote control, the audio of all channels simultaneously in case of public emergencies such as tornados or fires.

*read all of 24* / SECTION 26--MAPTS, PLATS, AND REPORTS

(A) Annually Grantee shall file with the City Clerk true and accurate maps or plats of all existing and proposed installations. Grantee shall file annually with the City Clerk not later than sixty (60) days after the end of Grantee's fiscal year, a copy of its report to its stockholders (if they prepare such a report), an income statement applicable to its operations during the proceeding twelve (12) months period, a balance sheet, and a statement of its



investments in such properties on the basis of original cost, less applicable depreciation. These reports shall be prepared or approved by a Certified<sup>44</sup> Public Accountant and there shall be submitted along with them such other reasonable information as the City Commission shall request with the respect to the Grantee's properties and expenses related to his CATV operations within the City. Grantee shall also keep on file with the City Clerk a current list of his shareholders and the percentage ownership of each shareholder.

(B) The City Commission or its officially designated representative, shall have access to all books of account and record of the Grantee for the<sup>44</sup> purpose of ascertaining the correctness of any and all reports and may examine its officers and employees under oath in respect thereto. Access shall be given to such representatives, upon request, to all supplementary financial and engineering records.

(C) Any false entry in the books of account or records of the Grantee, or false statement in the reports to the City Commission or its officially designated representative as to a material fact, knowingly made by the Grantee, shall constitute a violation of a material portion of this ordinance.

(D) The Grantee shall be required to file with the City Commission, by the 20th day of the month following copies of all correspondence between the Grantee and the Federal Communications Commission. <sup>45</sup> This is to include copies of all Federal Communications Commission required filings and reports submitted by the Grantee.

#### SECTION 27--OPERATING STANDARDS

(A) Grantee shall install, maintain and operate its system in accordance with the highest standards of the art and render efficient service in accordance with such rules and regulations as

promulgated by the Federal Communications Commission and other appropriate regulatory agencies.

(B) There shall be no interruption of service to subscribers unless caused by acts or events over which Grantee has no control. Grantee shall provide a uniform, strong signal, as free from distortion and interference as the state of the art permits. Whenever it is necessary to shut or interrupt service for the purpose of making repairs, adjustments or installation, Grantee shall do so at such time as will cause the least amount of inconvenience to its subscribers, and unless such interruption is unforeseen and immediately necessary, it shall give reasonable notice thereof to its subscribers.

(C) Grantee agrees to have an engineering company come in once a year and perform required FCC tests and generally sweep the system.

SECTION 28--INTERRUPTION AND PERFORMANCE PENALTIES  
REMEDIES FOR BREACH

(A) Shall it be impossible or impractical to correct any malfunctions within twenty-four (24) hours or less, then each subscriber whose television reception is so disrupted, shall receive a rebate from the Grantee in the amount of one-thirtieth of such subscriber's monthly charge for each twenty-four hour period that said subscriber's television reception is so disrupted.

(B) In the event that the system fails to meet any performance standards for a period of 30 calendar days after notification by the City of Grant, Grantee shall reduce the affected subscriber fees by twenty-five (25) percent until all performance standards are met.

(C) For failure to commence operations in accordance with Section 13, unless the City of Grant approves the delay because of reasons beyond control of the Grantee, the franchise term shall be reduced one (1) year for each three (3) month delay.



SECTION 29--NEW DEVELOPMENTS, TECHNIQUES, CAPABILITIES  
METHODS OR PROCEDURES

(A) As new developments, techniques, capabilities, methods, or procedures become available they shall be incorporated within the CATV system at the request of the City Commission. Upon receipt of such request, the Grantee shall comply within 60 days or give the City Commission its reason, in writing, why compliance is not practicable. If the City Commission and Grantee do not agree upon the practicability of incorporating new developments or techniques into the system, the matter shall be determined by arbitration pursuant to Section 12 herein. Grantee shall immediately make available to the Grantee's subscribers within the City any new channels which the FCC makes available to the immediate area.

(B) One (1) year after the completion of the CATV system the City Commission shall have the right and option to require Grantee to interconnect by microwave or cable its facilities with other CATV systems. If this is required by the City Commission, Grantee shall have the right to increase its rates to finance the costs of such interconnect.

SECTION 30--PRIVACY

(A) A subscriber's line shall not be tapped or monitored without written permission from the subscriber.

(B) When two-way cable transmission is offered, the activation of the return signal shall be at the subscriber's option.

(C) The City or Grantee shall not, without prior written authorization from each subscriber so affected, provide any data identifying subscriber's name or address to any other party.

(D) Grantee shall inform subscribers at connection time that they may equip their TV sets with a switchback device so that they can retain their antenna and use it at any time.

SECTION 31--UNLAWFUL ACTS

(A) It shall be unlawful for any person to make any unauthorized connection, whether physically, electrically, acoustically, inductively or otherwise, with any part of Grantee's cable television system for the purpose of enabling himself or others to receive any television signals, radio signals, pictures, programs, sounds, or any other information or intelligence transmitted over Grantee's cable system without payment to Grantee.

(B) It shall be unlawful for any person, without the consent of the Grantee, to willfully tamper with, remove, or injure any cable, wires, or other equipment used for the distribution of television signals, radio signals, pictures, programs, sounds, or any other information or intelligence transmitted over Grantee's cable system.

(C) Any person violating any of the provisions of this Section 31 shall be guilty of a misdemeanor.

(D) Written notice of these unlawful acts shall be given to each subscriber at the time of initial subscription to the CATV system.

SECTION 32--RENEWAL PROCEDURE

Grantee shall have the option to request renewal of this franchise for an additional period not to exceed ten (10) years. Should Grantee desire to exercise this option, it shall so notify the City, in writing, not less than six (6) months prior to expiration of this franchise. Upon exercise of this option by Grantee, the City shall conduct a full, open, and public renewal proceeding upon prior notice and opportunity of all interested parties to be heard. The renewal proceeding shall be held for the sole purpose of considering the performance of Grantee under this franchise and any other factors deemed relevant in determining whether to renew this fran-



chise. Renewal shall not be unreasonably denied. If this franchise is renewed by the City, all of the terms and provisions contained herein shall be controlling during the renewal period, except to the extent that said terms and provisions are modified by the City, or unless <sup>56</sup> this ordinance is superseded by a new ordinance.

#### SECTION 33--RIGHT TO PERFORM

The City reserves the general right to see that the system of Grantee is constructed and maintained in a safe condition. If the City at any time finds that an unsafe condition exists, it may order the Grantee to make necessary repairs forthwith, and if the Grantee shall fail to forthwith make the necessary repairs, the City may make them or have them made and collect all costs and expenses thereof from Grantee.

#### SECTION 34--ACCEPTANCE

This franchise shall be null and void unless the Grantee shall, within 30 days after the effective date of this ordinance, file with the Clerk of the City its written acceptance of all terms and conditions thereof. Within 7 months of said date of acceptance, service shall be available to the entire City. If said schedule has not been met, the surety bond required by section 15 hereof may be forfeited at the discretion of the City Commission and this franchise may be deemed forfeited by the City Commission at its discretion.

#### SECTION 35--TERMINATION

At the termination of this period, or earlier if the facilities of the Grantee cease to be used or if this permit is forfeited by the City be reason of the failure of Grantee to abide by the terms hereof, the Grantee shall at its own cost and expense remove all construction and installations hereby <sup>58</sup> authorized from the City

streets and shall place all portions that may have been disturbed in as good a condition for public use as the abutting portions thereof.

SECTION 36--EFFECTIVE DATE OF ORDINANCE

This ordinance shall go in effect November 30, 1981.

ADOPTED: This 9th day of November, 1981.

Joe Roy Purter  
Mayor

Betty Lane  
City Clerk

11-18-81