

GARIBALDI ORDINANCES

ORDINANCE NO. 194

AN ORDINANCE GRANTING A RENEWAL OF THE CABLE TELEVISION FRANCHISE WITH FALCON CABLE SYSTEMS COMPANY FOR A PERIOD OF FIVE YEARS AND REPEALING ORDINANCE NO. 84.

The City of Garibaldi ordains as follows:

Section 1. Nature and Term of Grant

1. **Grant of Franchise.** The City of Garibaldi does hereby grant to Falcon Cable Systems Company which is qualified to do business in this State, and to its successors and assigns, a franchise to construct, operate and maintain a cable communications system with all necessary facilities, in and under the streets and public ways of the City.
 - A. Throughout this franchise agreement, the City of Garibaldi will be referred to as the "City" and Falcon Cable Systems Company shall be referred to as the "Grantee."
2. **Duration of Franchise.** The term of this franchise and all rights, privileges, obligations and restrictions pertaining thereto, shall be five years from the effective date of the franchise unless terminated sooner as provided herein. This franchise shall be renewed for an automatic five-year period provided grantee has complied with all other terms and conditions of this grant including, but not limited thereto, the timely completion of agreed upon improvements to the cable system.
3. **Effective Date.** The effective date of this franchise shall be 60 days after passage by the City Council unless the Grantee fails to file a written acceptance of the franchise as provided herein, in which event this franchise shall be null and void.
4. **Franchise Not Exclusive.** This franchise is not exclusive. The City expressly reserves the right to grant rights or franchises to other persons or corporations, as well as the right in its own name as a municipality, to use its streets for similar or different purposes allowed Grantee hereunder by franchise, permit or otherwise.
5. **Charter and General Ordinances To Apply.** This franchise is subject to the Charter of the City and general ordinance provisions passed pursuant thereto, affecting matters of general City concern and not merely existing contractual rights of Grantee, now in effect or hereafter made effective. Nothing in this franchise shall be deemed to waive the requirements of the various codes and ordinances of the City regarding permits, fees to be paid, or the manner of construction.

Section 2. Principles and Intent

1. The City has established and relied upon the following policies, principles and assumptions to guide the preparation and express the intent of the City in the body of this agreement:

- A. Cable services are utilized by a substantial number of households and citizens of the City, and cable services have increasingly come to play an important role in the access of the citizens of Garibaldi to news, information, entertainment and communications.
- B. Because of the complex and rapidly changing technology associated with cable television and communications, and the actual and potential dominance of cable television in the market place, the City finds that the public convenience, safety and welfare are best served by exercising the City's lawful regulatory authority to establish an enforceable franchise agreement and associated regulatory mechanisms in such a manner so as to protect the public's interest in the areas of diversity in programming services, reasonable rates, excellent and responsible customer service, privacy, maximum feasible extension of service to dwellings and institutions in the franchise area and other areas associated with the use of cable technology and the delivery of cable services to citizens.
- C. All cable systems in the City should provide every citizen of the City comparable, high quality, cable services that should not only employ state-of-the-art technology, but also should be built with a maximum flexibility to take advantage of new communications technology benefitting subscribers and citizens as such technology becomes available in the future.
- D. The Grantee through this franchise agreement has been granted extensive and valuable rights to operate its cable system for profit utilizing the public streets and ways in its franchise area; as trustee for the public, the City expects fair compensation to be paid for these valuable rights for the term of the franchise as further set forth under this agreement.

Section 3. Definitions. For the purposes of this franchise agreement, the following terms, phrases, and their derivations, shall have the meanings given below unless the context indicates otherwise. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular include the plural number. The word "shall" is always mandatory and not merely directory.

- 1. **AVAILABILITY OF SERVICE** means the ability of a subscriber to obtain a service within 10 days by paying applicable charges.
- 2. **BASIC SUBSCRIBER SERVICES** or basic services includes all signals, services and programming, including the necessary equipment therefor, in any combination, provided on Grantee's cable system, except for programming offered on a per channel or per program basis.
- 3. **BROADCAST SIGNAL** means a television or radio signal transmitted over the air to a wide geographic audience, and received by a cable system off-the-air by antenna, microwave, satellite or any other means.

4. **CABLE COMMUNICATIONS SYSTEM** or cable system or system means a system of plant, facilities, equipment and closed signal transmission paths, including without limitation antennas, cables, amplifiers, towers, microwave links, studios, real and personal property, records, and any and all other conductors, home terminals, converters, remote control units, and associated equipment or facilities designed and constructed for the purposes of distributing cable programming and services to subscribers and of producing, receiving, amplifying, storing, processing or distributing audio, video, voice digital, analog, or other forms of electronic or optical signals, whether owned, rented, leased, leased-purchased, or otherwise controlled by or within the responsibility of the Grantee.
5. **CABLE SERVICES** or services means all services provided on the cable system by Grantee to subscribers.
6. **CHANNEL** means a frequency band, typically six Megahertz (MHz) or as otherwise may be commonly measured, which is capable of carrying either one standard television signal, and/or a number of audio, digital or other non-video cable signals or services, or some combination of such signals.
7. **CITY** means the City of Garibaldi and all of the territory within its present and future corporate boundaries.
8. **CITY COUNCIL** or Council means the City Council of Garibaldi, Oregon.
9. **FCC** means the Federal Communications Commission.
10. **FRANCHISE** or franchise agreement or agreement means this agreement, including all referenced material, as adopted in the appropriate manner by the City and fully executed by the City and the Grantee.
11. **GROSS REVENUES** means the gross revenues of the grantee or any affiliate of the Grantee in whatever form accrued from all sources in connection with operation of the cable communications system throughout the entire franchise area, and includes any amount even if separately identified or accounted for by the Grantee as franchise or other license fees.
12. **GROSS RECEIPTS** means gross revenues less any amount accrued as gross revenues, but which cannot actually be collected.
13. **INTERCONNECTION** or interconnected means the provision of technical, engineering, physical, financial, administrative and all other components necessary to accomplish, complete and adequately maintain a physical linking of Grantee's cable system or any designated channel or signal pathway thereof with any other designated communications system so that video programming and any other signals or services of technically adequate quality may be sent to and received from such system.
14. **NON-BROADCAST SIGNAL** means a signal that is transmitted by a cable communications system that is not otherwise involved in an over-the-air broadcast transmission path.

15. **PERSON** means any corporation, partnership, proprietorship, individual, or organization authorized to do business in the State of Oregon and includes any natural person.
16. **PENALTIES** or penalty means any and all monetary penalties provided for in this franchise. In the event the Grantee fails, neglects or refuses to comply with this franchise, or any of its terms or provisions, the damages suffered by the City as a result may include, without limitation, unpaid or uncollected franchise fees, increased costs of administration, and other damages difficult to measure. The penalties provided for in this franchise are a reasonable estimate of the damages potentially suffered by the City and are to be considered liquidated damages.
17. **PROGRAMMING** means the process of causing television programs or any and all other patterns of signals in video, voice or data formats to be transmitted on the cable system and includes all programs or patterns of signals transmitted on the cable system.
18. **RECORDS** includes any writing containing information relating to the system, regardless of form or characteristics.
19. **STREETS_** means the surface of and the space above and below any public street, sidewalk, alley or other public way of any type whatsoever, now or hereafter existing as such within the City and any easements or other similar means of access to the extend the City has the right to allow the Grantee to use them.
20. **SUBSCRIBER** means any person who has requested or is receiving for any purpose or reason any service or services provided by Grantee by means of or in connection with the cable system, whether or not a fee is paid for such service.
21. **SUBSCRIBER COMPLAINT** or complaint means any written or oral communication about the Grantee's operations or services sufficiently reasonable in nature that an oral or written response by the Grantee should reasonably be made or an action taken.
22. **TAPPING** means observing a communications signal where the observer is neither of the communicating parties, whether the exchange is observed by visual or electronic means, for any purpose whatsoever.
23. **WRITING** means handwriting, typewriting, printing, photostating, photographing, word processing and every means of recording, including letters, words, pictures, sounds or symbols, or any combination thereof, and all papers, maps, magnetic or paper tapes, discs or diskettes, photographic films and prints, magnetic or punched cards, drums, software or other documents.
24. **YEAR** (and annual and annually) means a full calendar year unless otherwise designated.

Section 4. Franchise Area. The area of this franchise shall be the entire territory included within the City limits as such limits may change from time to time.

Section 5. Rate Regulation. The City shall have authority to regulate rates as proscribed by law and may by separate ordinance establish the procedures for the regulation of rates.

Section 6. Compensation and Auditing

1. **Amount of compensation.** At a minimum as compensation for this franchise and in consideration of permission to use the streets and public ways of the City, the Grantee shall pay to the City throughout the duration of this franchise an amount equal to not less than 5% of gross receipts.
2. **Payment of fees.** Grantee's compensation payments to the City shall be computed quarterly at 5% of gross receipts accrued during the preceding quarter year upon the effective date of this franchise and thereafter for the preceding quarter year period ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than 15 days after the relevant computation date. Each payment shall be accompanied by a report showing the basis for the computation in such form, and containing such other relevant facts as may be required by the City.
3. **Interest on late payments.** Payment not received within 15 days from the computation date shall be assessed interest at the rate of 1% compounded monthly from the due date.
4. **Cost of publication.** The Grantee shall pay the cost of publication of the franchise and any amendments thereto, as such publication is required by law.
5. **City Pre-Franchising Costs.** Upon City execution of this franchise, Grantee shall pay the City for such reasonable pre-franchising costs as the City has incurred in entering into this franchise agreement, upon invoice by the City showing such expenses were actually incurred and directly related to negotiation or renewal of Grantee's prior franchise. Grantee's maximum liability for the City's pre-franchising costs shall not be more than \$600.00. Amounts paid by Grantee under this subsection are in addition to the compensation and consideration payable to the City under Section 6, subsection 1 hereof.
6. **Maximum Legal Compensation.** The parties acknowledge that present applicable law limits the City to collection of a maximum permissible franchise fee of 5% of gross revenues. In the event that at any time during the duration of this franchise, applicable law authorizes the City to collect an amount in excess of 5% of gross revenues, then upon 45 days' written notice to the Grantee, the City may collect the maximum legal amount retroactive to the effective date of the applicable law.
7. **Acceptance of Payment, Recomputation.** No acceptance of any payment shall be construed as an accord that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for further or additional sums payable.

8. **Tax Liability.** Payment of this franchise fee shall not exempt Grantee from the payment of any other license fee, tax or charge on the business, occupation, property or income of Grantee that may be imposed by the City, except as may otherwise be provided in the ordinance or ordinances imposing such other license fee, tax or charge. The City's right to impose any such license fee, tax or charge shall be subject to any limitations on the City under applicable law.

Section 7. General Financial and Insurance Provisions

1. **Insurance.** The Grantee shall maintain public liability and property damage insurance that protects the Grantee and the City and its officers, agents, and employees from the claims referred to in Section 8.
 - A. The insurance shall provide coverage at all times for not less than \$200,000 for personal injury to each person, \$500,000 for each occurrence, and \$500,000 for each occurrence involving property damages plus costs of defense; or a single limit policy of not less than \$500,000 covering all claims per occurrence, plus costs of defense.
 - B. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State during the term of the franchise.
 - C. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents and employees.
 - D. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy.
 - E. The insurance shall provide that the insurance shall not be cancelled or materially altered without 30 days' written notice first being given to the City Auditor. If the insurance is cancelled or materially altered within the term of this franchise, Grantee shall provide a new policy with the same terms.
 - F. Grantee agrees to maintain continuous uninterrupted coverage, in the amounts required, for the duration of the franchise.
2. **Certificate of Insurance.** The Grantee shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required above. The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this franchise by the City.

Section 8. Covenant to Indemnify and Hold the City Harmless.

1. **General Indemnification.** Grantee hereby agrees and covenants to indemnify, defend and hold the City, its officers, agents and employees, harmless from any claim for injury, damages, loss liability, cost or expense, including court and appeal costs and attorney fees or expenses, arising from any casualty or accident to person or property by reason of any construction, excavation or any other act done under this franchise, by or for Grantee, its agents or employees, or by reason of any neglect or omission of Grantee to keep its system in a safe condition. Grantee shall consult and cooperate with the City while conducting its defense of the City.
2. **Indemnification for Relocation.** Grantee also hereby agrees to indemnify the City for any damages, claims, additional costs or expenses assessed against or payable by the City arising out of or resulting, directly or indirectly, from Grantee's failure to remove, adjust or relocate any of its facilities in and under the streets and public ways in a timely manner in accordance with a relocation schedule furnished Grantee by the City Engineer in writing, unless Grantee's failure arises directly from the City's negligence or wilful misconduct.

Section 9. Programming and Channel Capacity.

1. **General.** Grantee shall meet or exceed the programming and channel capacity requirements set forth in this franchise.
2. **Channel Capacity.** Grantee shall provide a minimum channel capacity of 300 MHz or 35 channels throughout the franchise area. The City reserves the right to direct that the Grantee further expand the capacity of the system based on the availability of standardized and commercially available technology therefor.
3. **Initial Programming Services.** The Grantee shall provide the following initial categories of video programming services:

<u>Category</u>	<u>Source</u>	<u>Minimum #</u>
Local broadcast	local	5
Distant broadcast	satellite	2
Public broadcast	local	1
News & information	satellite	2
Sports	satellite/local	1
General Entertainment	satellite/local	1
Children/family-oriented	satellite/local	1
Arts, culture & performing arts	satellite/local	1
Science/non-fiction	satellite	1
Premium/pay	satellite/local	6
Premium/pay/family	satellite	1

4. **Deletion or Reduction of Programming Services.** Grantee shall not delete or limit any category of programming service within its control without the consent of the City or as otherwise authorized by law.

5. **Parental Control Device.** Grantee will make available to each subscriber upon request a parental control or lockout device to enable parents or subscribers to control access to both the audio and video portions of premium channels. Grantee will inform its subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter. Grantee may charge a reasonable monthly charge for said device.

Section 10. Modification in Event of Changes in Law. Grantee acknowledges that this franchise has been entered into by the parties under terms of the Cable Communications Policy Act of 1984 and existent law in effect on the effective date hereof. The City reserves the right to modify terms and conditions of this agreement to account for changes in the law during the term of this franchise.

Section 11. Service Extension and Construction

1. **Universal Service.** It is the policy of the City that all dwelling units in the franchise area should have equivalent availability of service from Grantee's cable system under uniform and reasonable terms and conditions. No person, firm, corporation or other entity in grantees's franchise area shall be arbitrarily refused service.
2. **General.** Grantee shall meet or exceed all construction, extension and service availability requirements set forth in this franchise
3. **Availability of Service.** Cable service will be made available by Grantee to any subscriber upon request within 5 working days of the request and applicable installation charges are paid, except if an extension of a feeder line or trunk line is required, then service shall be provided within 60 days.

Section 12. Rebuild/Replacement Schedule

1. Grantee shall meet all relevant FCC, NESC and NTSC technical and maintenance standards and the City upon 6 months' notice to the Grantee may negotiate a separate, higher set of standards in the event federal preemption of signal quality is modified.
2. **Performance Tests.** The City may conduct, or at the City's direction and with the City's participation, the Grantee shall conduct, necessary performance tests to certify its compliance with signal quality, technical and operational standards. Grantee shall pay the costs of any such tests. City shall impose tests not more often than annually. The City may determine the test points of Grantee's system to be utilized.

Section 13. Customer Service and Consumer Protection

1. Grantee shall maintain an office in the City of Garibaldi and its office must be adequately staffed and able to respond to subscribers not less than 20 hours per week.
2. As used herein, "adequately staffed" means toll free telephone lines are open and customer service representatives are available to respond in at least the following ways:

- A. To accept payments;
 - B. To exchange or accept returned converters or other company equipments;
 - C. To respond to inquiries; and
 - D. To schedule and conduct service or repair calls.
3. Toll free telephone lines, either staffed or with answering capability, providing at least emergency referral information must be operational 24 hours a day, including weekends and holidays.
 4. Requests from subscribers for repair and maintenance service must be acknowledged by Grantee within 24 hours or prior to the end of the next business day, whichever is earlier. Repair and maintenance for service interruptions or other repairs not requiring on-premises work must be completed within 24 hours under normal operating procedures. All other repairs should be completed within 72 hours in normal circumstances. No charge may be made to subscribers for this service, except in cases beyond the reasonable control of the Grantee, such as documentable cases of repeated subscriber negligence or abuse of Grantee's equipment.
 5. The Grantee may disconnect a subscriber for cause if:
 - A. At least 30 days have elapsed after the due date for payment of the bill of the affected subscriber; and
 - B. The Grantee has provided at least 10 days written notice to the affected subscriber prior to disconnection, specifying the effective date after which cable services are subject to disconnection.
 6. Regardless of Section 12, subsection 5 above, the Grantee may disconnect a subscriber for cause at any time if the Grantee in good faith determines that the subscriber has tampered with or abused company equipment, or is or may be engaged unlawfully in theft of cable services.
 7. The Grantee shall promptly disconnect any subscriber who so requests from the Grantee's cable system. No period of notice prior to voluntary termination of service may be required of subscribers by Grantee. No charge may be imposed by the Grantee for such voluntary disconnection, or for any cable services delivered after the date of the disconnect request. Upon the later of the date of actual disconnection or the return of all company equipment to the Grantee, the Grantee shall within 15 working days return to such subscriber the amount of the deposit, if any, collected by the Grantee from such subscriber, less any undisputed amounts owed to Grantee for cable services or charges prior to the date of disconnection.
 8. Except for planned outages where subscribers are provided reasonable notification in advance, upon a subscriber's request the Grantee shall provide a prorated 24-hour credit to the subscriber's account for any period of 24 hours or more during which that subscriber experienced an outage or substantial impairment of cable service.
 9. The Grantee's bill to subscribers must itemize each category of service and equipment and state clearly the charge therefor.

10. Upon installing initial service to or reconnecting each customer, and upon request thereafter, the Grantee must advise the customer in writing, of:
 - A. The equipment and services currently available (including parental lockout devices) and the rates and charges which apply;
 - B. The toll free telephone number and address of the Grantee's office to which complaints and inquiries may be reported;
 - C. The Grantee's practices and procedures for protecting against invasions of subscriber privacy.

Section 14. Regulation & Regulatory Provisions. The power and right reasonably to regulate the exercise of the privileges permitted by this franchise in the public interest shall at all times be vested in the City Council. Grantee shall not be relieved of its obligation to promptly comply with any provision of this franchise by a failure of the City to promptly enforce compliance with this franchise. Services furnished by Grantee under this franchise shall be rendered using the best practicable commercial methods and practice, insuring the least danger of life and property compatible with the best obtainable service.

Section 15. Basic Cable Service. The basic service package offered by Grantee shall include at a minimum all 13 channels of unduplicated videsignals to include all available local broadcasts and a 24-hour news channel and an all sports channel.

Section 16. Nondiscrimination.

1. Grantee shall not unlawfully discriminate against any person in the provision of cable television services on the basis of race, color, religion, national origin, sex, age, disability, income or the area in which such person lives.
2. Grantee shall use best efforts to assure maximum practical availability of Grantee services and facilities to all subscribers, regardless of disability, including the provision of a remote control device to those subscribers who are mobility limited, or where a member of the subscriber's household is mobility limited.
3. For hearing impaired customers, Grantee shall provide information concerning the cost and availability of equipment to facilitate the reception of all basic services for the hearing impaired. In addition, Grantee must have a publicly listed telephone number for equipment that will allow hearing impaired customers to contact the company.

Section 17. Transferability of Franchise

1. **Franchise Not Transferable.** This franchise shall not be sold, leased, mortgaged, assigned or otherwise transferred nor shall any of the rights or privileges herein granted or authorized be leased, assigned, mortgaged, sold or transferred, either in whole or in part, nor shall title hereto, either legal or equitable nor any right, interest, or property herein, pass to or vest in any person, except the Grantee, either by act of the Grantee or by operation of law, without the consent of the City expressed by ordinance as provided by the City Charter, provided that said consent shall not be unreasonably withheld. The granting of such consent in one instance shall not render unnecessary any subsequent consent in any other instance.
2. **Change in Control.** The Grantee shall promptly notify the City of any proposed change in or transfer of or acquisition by any unaffiliated party of 51% control of Grantee. In the event Grantee is a corporation or corporations, then a change in beneficial ownership of 51% of the stock of any such corporation shall be presumed to be a change in control of the Grantee, unless the City finds otherwise. Such change in control shall make this franchise subject to revocation unless and until the City shall have consented thereto. For the purpose of determining whether it will consent to such change, transfer or acquisition of control, the City may inquire into the qualifications of the prospective controlling party, and the Grantee shall assist the City in any such inquiry. City may condition said transfer upon such terms and conditions as it deems appropriate.

Section 18. Revocation and Other Remedies for Franchise Violations

1. **Revocation.** In addition to any rights set out elsewhere in this ordinance, the City reserves the right to revoke the franchise, and all rights and privileges pertaining thereto in the event that:
 - A. The Grantee fails to substantially comply with any material provision of the franchise; or
 - B. The Grantee becomes insolvent or unable or unwilling to pay its debts or is adjudged a bankrupt; or
 - C. The Grantee is found to have practiced any fraud or deceit upon the City; or
 - D. The Grantee fails to obtain and maintain any permit required by any federal or state regulatory body; or
 - E. The Grantee violates any material provision of any governmental law or regulation with respect to the cablevision system covered by this franchise.

If City determines, after an adjudicative public hearing, that Grantee is subject to revocation, the City may by ordinance declare a forfeiture, whereupon all rights of the holders of the franchise shall immediately be divested without a further act upon the part of the City. The Grantee shall be ordered to remove its structures or property from the streets forthwith and restore the streets to their original condition.

2. **Additional Remedies for Franchise Violations.** In addition to any rights set out elsewhere in this franchise, City, after notice and an adjudicative hearing, and a finding that Grantee violated any provision of this franchise, may:
 - A. Impose a financial penalty of no more than \$500.00 per day, incident or other measure of violation, as City may deem reasonable;
 - B. Reduce the duration of the franchise on a month-to-month basis for each month a violation continues after notice has been given to grantee by City.

In determining which remedy or remedies for Grantee's violation are appropriate, City shall take into consideration the nature of the violation, the person or persons bearing the impact of the violation, the nature of the remedy required in order to prevent further such violations, and such other matters as the City may deem appropriate; provided, however, that adequate penalties must be imposed if service is any way lessened or if any material provision of this franchise is not complied with.

Section 19. Miscellaneous Provisions

1. **Severability.** If any section of the franchise is held to be invalid or preempted by federal or state regulations or laws, such invalidity or preemption shall not affect the remaining sections of the franchise except as provided in Section 10 of this franchise.
2. **Nonenforcement by the City.** The Grantee shall not be relieved of its obligation to comply with any of the provisions of this franchise by reason of any failure of the City to enforce prompt compliance.
3. **Notice.** Notice hereunder shall be as specified in the particular instance. If not specified, notice will be sufficient if in writing, deposited in the United States mail as certified or registered mail; if to the City, addressed to City of Garibaldi, P.O. Box 708, Garibaldi, OR 97118; if to the Grantee, addressed to Falcon Cable Systems Company, P.O. Box 89, Dallas, OR 97338.
4. **Entire Agreement.** This franchise agreement contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically set forth herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

Section 20. Expiration. In the event of the expiration of the initial term of the franchise without the franchise being renewed, or extended, then except as provided in this section, rights of the Grantee immediately shall be divested without further act by the City. Forthwith thereafter, except as provided in this section, or as otherwise provided by ordinance, the Grantee shall remove its structures or property from the streets and public ways and restore the streets and public ways to such condition as the City may require, all at Grantee's expense. In the event of failure by the Grantee property to perform such work, then the City may perform the work and collect the cost thereof from the Grantee. The cost thereof shall be a lien upon the system of the Grantee and a set-off against any sums owed Grantee by City.

Section 21. Repeal. Ordinance No. 84 is hereby repealed.

Section 22. This ordinance shall take effect and be in force days from and after its passage by the city council.

PASSED by the Council and APPROVED by the Mayor this 14th day of September, 1992.

Section 20. Expiration. In the event of the expiration of the initial term of the franchise without the franchise being renewed, or extended, then except as provided in this section, rights of the Grantee immediately shall be divested without further act by the City. Forthwith thereafter, except as provided in this section, or as otherwise provided by ordinance, the Grantee shall remove its structures or property from the streets and public ways and restore the streets and public ways to such condition as the City may require, all at Grantee's expense. In the event of failure by the Grantee property to perform such work, then the City may perform the work and collect the cost thereof from the Grantee. The cost thereof shall be a lien upon the system of the Grantee and a set-off against any sums owed Grantee by City.


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PASSED by the Council and APPROVED by the Mayor this 14th day of September, 1992.


DENNIS A. WELCH, MAYOR

ATTEST:


SAUNDRA L. JONES, CITY RECORDER