

AN ORDINANCE GRANTING A FRANCHISE TO TIME WARNER CABLE, A DIVISION OF TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE, ITS SUCCESSORS AND ASSIGNS, TO BUILD, CONSTRUCT, OPERATE AND MAINTAIN A CABLE SYSTEM IN THE CITY OF TAYLOR, TEXAS, AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANTING OF THIS FRANCHISE; PROVIDING FOR A PENALTY FOR THE VIOLATION OF PORTIONS OF THIS FRANCHISE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR THE EFFECT OF THIS ORDINANCE UPON OTHER ORDINANCES AND RESOLUTIONS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

BE IT ORDAINED BY THE CITY OF TAYLOR:

SECTION 1 - TITLE

This ordinance shall be known and may be cited as "Cable TV Franchise 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 Time Warner Cable, a division of Time Warner Entertainment-Advance/Newhouse's qualifications, including its legal, character, financial, and technical qualifications, and the adequacy and feasibility of its construction arrangements.

SECTION 3 - DEFINITIONS

The following terms and phrases, as used herein, shall be given the meaning set forth herein. 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 number include the plural number. The word "shall" is always mandatory and not merely directory.

(A) "Cable Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, and any subsequent amendments.

(B) "Cable Service" means the one-way transmission to subscribers of video programming or other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or any other programming service.

(C) "Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (1) a facility that serves only to retransmit the television signals of 1 or more television broadcast stations; (2) a facility that serves subscribers without using any public right-of-way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such facility shall be considered a cable system to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services (as defined in the Cable Act); (4) an open video system as defined in the Cable Act, that complies with Section 653 of the Cable Act; or (5) any facilities of any electric utility used solely for operating its electric utility systems.

(D) "City" means the City of Taylor, Texas, a municipal corporation under the laws of the State of Texas.

(E) "Board of Commissioners" means the City Commission of the City of Taylor, Texas, or its designated representatives.

(F) "Communications Act of 1934" means 47 U.S.C. § 521, *et seq.*, as amended.

(G) "Federal Communications Commission" or "FCC" means the present Federal agency of that name as constituted by the Communications Act of 1934, or any successor agency created by the United States Congress.

(H) "Grantee" means Time Warner Cable, a division of Time Warner Entertainment-Advance/Newhouse a general partnership organized and existing under the laws of the State of New York, and it is the grantee of rights under this Franchise.

(I) "Gross Revenues" means any and all consideration of any kind or nature, including without limitation, cash, credits, property and in-kind contributions (services or goods) received by Grantee or Affiliates which is derived from (or by way of clarification and not expansion, attributable to or arising from) the operation of a Grantee's cable system, provision of Information Services, including cable on-line services, and any lease or license of Grantee's Transmission network. It is the intent of the parties to include in the term Gross Revenues all consideration to Grantee and Affiliates to the fullest extent allowed by law. For purposes of this definition, the term "Affiliate" is limited to an entity acting as a provider of a service authorized by this Franchise.

Gross revenue includes by way of illustration and not limitation, all fees charged Subscribers for any and all cable services provided by Grantee over the Cable System.

Gross Revenue includes an allocated portion of all revenue derived by Grantee or Affiliates pursuant to regional or national compensation arrangements for any service or activity derived from

the operation of a Cable System in the Franchise Area, e.g. advertising. The allocation shall be based on the number of subscribers in the franchise Area divided by the number of subscribers relevant to such regional or national arrangements.

Gross Revenue does not include any revenue not actually received even if billed (e.g., bad debt) or taxes including the franchise fee paid by a subscriber, the Grantee, or another person which are imposed on any subscriber.

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

(K) "Right-of-Way" means the surface of, and the space above and below, any public street, highway, freeway, bridge, alley, boulevard, sidewalk, way, lane, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses. This term shall not include dedicated greenbelt areas or City parks.

(L) "Service Area" means the present municipal boundaries of the City, and shall include any additions thereto by annexation or other legal means.

(M) "Transmission Network" means the set of transmission paths, property, facilities and associated transmission, reception, control and switching equipment within the Rights-of-Way and used to provide services authorized by this Franchise.

#### SECTION 4 - GRANT OF AUTHORITY

(A) There is hereby granted by the City to Grantee the right and privilege to construct, erect, operate, and maintain, in, upon, along, across, above, over or under the Rights-of-Way now laid out or dedicated and all extensions thereof and additions thereto in the City, all poles, wires, cables, underground conduits, manholes and other conductors and fixtures necessary for the maintenance and operation in the City of a Cable System for the provision of Cable Services. Without limiting the generality of the foregoing, this franchise and grant shall and does hereby include the right to install, erect, operate or in any way acquire the use of, as by leasing or licensing all lines and equipment necessary to a Cable System and Transmission Network in, over, under, and upon the Rights-of-Way in the City and the right to repair, replace, enlarge and extend said lines, equipment and connections and the right to make connections to subscribers. In addition, Grantee is authorized to lease capacity on its Cable System and its Transmission Network to other service providers, including its affiliates.

(B) This grant of authority for the use of the Rights-of-Ways is limited to the provision of Cable Service as defined in this Franchise and such authority may not be extended or expanded by the Grantee to include other activities or services. Grantee shall not allow the use of its Cable System by any service provider (including cable television), unless the service provider warrants that it has obtained all the authorizations required by the City in order to provide such service. Grantee or

affiliates shall not install or construct facilities within Rights-of-Way to be used for services which are not authorized by this Franchise, or by applicable law or by another franchise.

(C) Grantee will comply with all City requirements regarding construction on Rights-of-Way.

#### SECTION 5 - INDEMNIFICATION AND INSURANCE

(A) Grantee shall indemnify and save and hold harmless, and defend the City, its officers, boards, and employees from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death) which would not have arisen but for the exercise by Grantee of the rights and privileges herein described, including, but not limited to, reasonable attorneys fees and costs, provided that the City shall give the Grantee written notice of its obligations to indemnify the City within ten (10) days of receipt of a claim or action pursuant to this section.

(B) Grantee shall carry motor vehicle and property damage and personal injury insurance with some responsible insurance company or companies qualified to do business in the State of Texas. The amounts of such insurance to be carried for liability arising out of Grantee's operations in the City due to property damage shall be \$1,000,000 as to any one occurrence; and against liability due to injury to or death of person, \$1,000,000 as to any one person and \$3,000,000 as to any one occurrence. The Grantee shall provide a Certificate of Insurance designating the City as an additional named insured. Such insurance shall be noncancellable except upon thirty (30) days prior written notice to the City. Should insurance requirements not be maintained, the City reserves the right to cause insurance to be in effect and charge Grantee for cost of designated coverage or to seek termination of the Franchise.

(C) In order for the City to assert its rights to be indemnified, defended, and held harmless, the City must:

- (1) Notify Grantee of any claim or legal proceeding which gives rise to such right;
- (2) Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of such claim or proceeding, unless, however, the City in its sole discretion, determines that its interests cannot be represented in good faith by Grantee;
- (3) Fully cooperate with the reasonable requests of Grantee in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceedings; and
- (4) Act reasonably under all circumstances so as to protect the Grantee against liability and refrain from compromising any of Grantee's rights.

(D) Grantee shall obtain and maintain, at its sole cost and expense, and file with the City Clerk, a corporate surety bond with a surety company authorized to do business in the State of Texas, in the amount of \$10,000.00 to secure Grantee's performance of its obligations and faithful adherence to all requirements of this Franchise.

#### SECTION 6 - CONSTRUCTION AND MAINTENANCE

(A) All structures, lines and equipment erected by Grantee within the City shall be so located as to cause minimum interference with the proper use of Rights-of-Way and to cause minimum interference with the rights or reasonable convenience of property owners, and Grantee shall comply with all ordinances of the City now or hereafter in force of general applicability to all users of the Rights-of-Way. Existing poles, posts, conduits, and other such structures of any electric power system, telephone company, or other public utility located in the City shall, when possible, be used to the extent practicable in order to minimize interference with travel and avoid unnecessary duplication of facilities. Within reasonable time, Grantee will relocate its facilities to new poles to avoid duplication of poles.

(B) In the event that at any time during the period of this franchise the City shall lawfully elect to alter or change any Rights-of-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. However, if the City compensates any utility for such removal, relay, or relocation, then the Grantee shall be similarly compensated.

(C) 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.

(D) After providing notice to the property owners, Grantee shall have the authority to trim trees upon and overhanging all Rights-of-Way so as to prevent the branches of such trees from coming into contact with Grantee's facilities. Such trimming shall be in accordance with standard tree trimming procedures established by the United States Forest Service.

(E) All poles, lines, structure and other facilities owned by Grantee in, on, over and under the Rights-of-Way shall be kept by Grantee at all times in a safe and substantial condition.

(F) Underground or Aerial Construction. (1) In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground; provided that such facilities are actually capable of receiving the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. This underground installation shall be done without any additional cost to the Grantor or subscribers and shall be subject to the reasonable and proper

regulation, control and direction of the City. The cost of underground installation shall be borne by the Grantee. However, if the City compensates any utility for such removal, relay, or relocation, then the Grantee shall be similarly compensated.

(2) In those areas of the Service Area where the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are both aerial and underground, the Grantee shall have the sole discretion to construct, operate, and maintain its transmission and distribution facilities, or any part thereof, aerially or underground. The Grantee understands that it is the City's preference that Grantee's facilities be installed underground, and Grantee shall endeavor to install its facilities underground where economically and technically feasible.

(3) Nothing contained in this Section shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances such as subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, pedestals, or other related equipment.

(4) Notwithstanding anything to the contrary contained in this Section, in the event that all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are placed underground after the effective date of this Franchise, the Grantee shall only be required to construct, operate, and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public utilities' facilities at the time that such are placed underground.

(5) All connection lines shall be buried within 5 days after the connection is made unless delayed due to reasons beyond the Grantee's reasonable control.

#### SECTION 7 - TECHNICAL STANDARD

Grantee shall comply with the cable television technical standards set by the Federal Communication Commission.

#### SECTION 8 - APPLICABLE RULES

This franchise is governed by and subject to all applicable rules and regulations of the Federal Communications Commission, other federal agencies and the laws of the State of Texas and ordinances and regulations of the City.

#### SECTION 9 - FRANCHISE TERM

This franchise shall take effect and be in full force from and after acceptance by Grantee as provided in Section 13, and the same shall continue in full force and effect for a term of fifteen (15) years.

## SECTION 10 - NONEXCLUSIVE FRANCHISE

This franchise is nonexclusive and the City may issue additional further cable television franchises as it deems necessary or appropriate. No Person will be authorized to provide Cable Services within the City without a franchise. The City specifically reserves the right to grant a similar use of said Rights-of-Way to any Person, at any time. The grant of any future use of the Rights-of-Way by the City shall be made on a competitively neutral, non-discriminatory basis.

## SECTION 11 - TRANSFERS

All of the rights and privileges and all of the obligations, duties, and liabilities created by this franchise shall pass to and be binding upon the successors of the City and the successors and assigns of Grantee; and the same shall not be assigned or transferred without the written approval of the City Commission, such approval shall not be unreasonably withheld. Provided, however, that this Section shall not prevent the assignment of the franchise by Grantee as security for debt without such approval. Provided further that transfers or assignments of this franchise to any entity controlling, controlled by or under the same common control as the Grantee shall be permitted without the prior approval of the City Commission.

## SECTION 12 - FRANCHISE FEE

(A) In consideration of the terms of this franchise, Grantee agrees to pay the City a sum of money equal to four percent (4%) of Grantee's Gross Revenues per year as set out in Section 3(I). Such sum shall be payable quarterly within forty-five (45) days of the end of the preceding calendar quarter. Payments received after such forty-five (45) day period shall be late, and shall be accompanied by a late payment charge in the amount of ten percent (10%) of the amount due. Additionally, payments received more than fifty-five (55) days after the end of the preceding calendar quarter shall incur interest at the rate of ten percent (10%) per annum. All penalties and interest shall be remitted to the City in order for Grantee to be credited with payment for the affected calendar quarter.

(B) The Grantee shall submit a certified Gross Revenues report certified by a company officer each year and not later than forty-five (45) days after the close of Grantee's accounting year. Grantee will also make any other additional reports requested in writing by the City and Grantee's books shall be at all times, subject to inspection by the officers of the City, for the purpose of ascertaining the Gross Revenues.

(C) The City shall give Grantee written notice, and a map of the area annexed, within thirty (30) days after the effective date of any annexation by the City. Grantee shall collect the franchise fee from the newly annexed areas within ninety (90) days after receipt of such notification from the City, and shall remit such fees to the City in the next quarterly payment to the City.

(D) At any time after June 2000, the City may increase the franchise fee set forth in (A) above to 5% upon giving ninety (90) days advance notice to Grantee. Grantee may add the amount of such increase to subscriber bills, notwithstanding any of the other provisions of this ordinance.

### SECTION 13 - ACCEPTANCE

This ordinance shall become effective when accepted by Grantee and shall then be and become a valid and binding contract between the City and Grantee; provided that this ordinance shall be void unless Grantee shall, within fifteen (15) days after the final passage of this ordinance, file with the City Secretary of the City a written acceptance of this ordinance and the franchise herein granted, agreeing that it will comply with all of the provisions and conditions hereof and that it will refrain from doing all of the things prohibited by this ordinance.

### SECTION 14 - STANDARDS OF SERVICE

(A) Grantee shall comply with the customer service standards set by the Federal Communications Commission. The Grantee shall render efficient service and make repairs promptly. Insofar as possible, interruptions shall be preceded by notice and shall occur during periods of minimum use of the system.

(B) Periodic Reviews. (1) When the City deems it advisable, but no more often than every five (5) years during the term hereof, the City shall give notice to the Grantee and the public that it is commencing an evaluation of the Grantee's performance hereunder. The results of this evaluation shall be reported at a public City Commission meeting. The primary purpose of this evaluation shall be to consider whether the Grantee has substantially complied with, or made all reasonable efforts to comply with, all substantive requirements of this Franchise, especially the customer service standards hereunder.

(2) Notice of all evaluation sessions shall be published in the same way as a legal notice.

(3) If an evaluation proceeding has revealed deficiencies in the Grantee's performance under this Franchise, the City shall notify the Grantee and request that the deficiencies be corrected within a reasonable period of time. If the deficiencies involve substantial non-compliance and repeated non-compliance with this Franchise and are not, or cannot be, corrected within a reasonable period of time, the City may initiate a proceeding proposing the termination of the Franchise or other appropriate action.

(C) Annual Performance Report. (1) On or before March 1 of each year, the Grantee shall file a report with the City covering system activity in the prior calendar year. The report shall include:

- (a) Changes in programming and rates;
- (b) Changes in other services offered;



- (c) Capital investments in the system during the year;
- (d) A current list of officers and directors;
- (e) Proposed changes for the coming year.

(2) At the City's request, Grantee shall attend a City Commission meeting for the purpose of presenting the Annual Performance Report and addressing comments and questions from the City Commission and members of the public.

(D) To assist in its review and evaluations, the City may enlist, at its own expense, an independent consultant to conduct an analysis of the Cable System and its performance and to submit a report of such analysis to the City. Topics which may be addressed include, but shall not be limited to: franchise fees, services, application of new technologies, Cable System technical performance, Access Channels and related facilities and equipment, subscriber complaints, privacy, amendments, subsequent legal developments, including judicial and FCC rulings, and Grantee or City rules. During evaluations by the City, the Grantee shall cooperate fully with the City and shall provide, without cost, such existing information and documents as the City may reasonably request. Nothing in this Section shall be implied as reopening Franchise negotiations or making modifications to this Franchise.

#### SECTION 15 - CONDITIONS OF SERVICE

(A) The Grantee shall, upon request, provide without charge, one outlet of Basic and the most popular tier other than basic in the franchise area to:

Taylor Public Library	721 Vance Street
Taylor City Hall	400 Porter Street
Taylor Central Fire Station	400 Porter Street
Taylor Victoria Fire Station	910 Victoria Street
Taylor Police Station	400 North Main Street
Temple College	516 Main Street
Taylor ISD Administration	602 West 12th Street
Taylor High School	3101 Main Street
Taylor Middle School	410 West 7th Street
Taylor Northside Elementary	1004 Dellinger Street
Paseman Elementary	2809 North Drive
T H Johnson Elementary School	503 Johnson Drive

The outlets of Basic and Expanded Basic Service shall not be used to distribute or sell Cable Services in or throughout such buildings, nor shall such outlets be located in areas open to the public. Users of such outlets shall hold the Grantee harmless from any and all liability or claims arising out of their use of such outlets, including but not limited to, those arising from copyright liability. The Grantee shall not be required to provide an outlet to such buildings where the drop line from the feeder cable to said buildings or premises exceeds, or unless the appropriate governmental entity agrees to pay the

incremental cost of such drop line in excess of, 200 cable feet. If the building owner requests Grantee to provide additional outlets of Basic and the most popular tier other than basic to such buildings, the building owner shall pay the usual installation fees associated therewith, including, but not limited to, labor and materials. In addition, the owner shall be responsible for any normal charges associated with the services provided at each additional outlet.

(B) Except to the extent permitted by applicable law, Grantee shall not discriminate against any residential subscriber or potential subscriber in its rates, charges, service facilities, rules or regulations. The Grantee shall not deny access to its Cable Services to any group of potential subscribers because of the income of the residents in the local area in which the group resides. The foregoing requirements shall not prevent the use of : (i) short term sales promotions and other discounts or reduced charges; and (ii) bulk rate arrangements.

(C) Emergency Use. Grantee shall comply with appropriate Federal requirements and regulations regarding the Emergency Alert System.

(D) The City may continue to require the Grantee to Provide the capability for City produced noncommercial programming (in a bulletin board format) of interest to residents to be inserted on the Cable Television System and distributed to the Grantee's customers. Any such channel used for this purpose shall be shared with other franchising authorities served by the same Cable Television System.

#### SECTION 16 - EXTENSIONS OF SERVICE

(A) No subscriber shall be refused service arbitrarily. Grantee shall extend and make Cable Service available to any resident within the Service Area who requests connection at the standard connection charge if the connection to a resident would require no more than a standard one hundred twenty-five (125) foot aerial or buried drop line or extension from the nearest feeder cable. With respect to requests for connection requiring an aerial or buried drop line in excess of 125 feet from the nearest feeder cable, Grantee shall extend and make available Cable Service and Information Services to such residents at a connection charge not to exceed the actual cost incurred by the Grantee for the distance exceeding the standard 125 feet of cable.

(B) Grantee shall submit, within six (6) months of the effective date of this Franchise, a detailed plan for expanding its Cable System to any area not presently served within the City. At a minimum, the Grantee shall extend its Cable System and offer Cable Service to any area within the City that has a density of at least 30 residences within 5280 cable-bearing strand feet (one cable mile) or fractional portion thereof, as measured from the extremity of the Cable System nearest the unserved area, of its trunk or distribution cable. Grantee shall extend its Cable System to such subscribers at no cost to said subscribers for system extension, other than the usual connection fees for all subscribers; provided that such extension is technically feasible. Such extension of service shall be accomplished within one hundred twenty (120) days from the date of request in unserved areas. In areas already served by the Cable System, Grantee shall commence service to persons requesting such service within thirty (30) days from receipt by Grantee of a request for such service.

(C) In areas not meeting the requirements for mandatory extensions of service as described above, the Grantee shall provide, upon request of a potential subscriber desiring service, an estimate of the cost required to extend service to that potential subscriber. The subscriber(s) requesting such extension shall bear the cost of extending service to them. If additional subscribers utilize the line to the extent of 30 residences per 5280 cable-bearing strand feet (one cable mile) or fractional portion thereof, or if the line passes at least 30 residences within one cable mile or fractional portion thereof, or any combination of actual and potential subscribers, then the subscriber(s) originally paying for the line extension shall be eligible for a refund from Grantee. Grantee shall make all reasonable efforts to notify such original subscriber(s) that a refund is available, and that the subscriber(s) must make written application to Grantee for a refund of all costs borne by the subscriber in excess of the standard connection charge.

#### **SECTION 17 - TERMINATION**

(A) Notice of Violation. In the event that the City believes that the Grantee has not complied with the terms of the Franchise, it shall notify the Grantee in writing by certified mail of the exact nature of the alleged noncompliance.

(B) Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the notice described in paragraph (A): (1) to respond to the City, contesting the assertion of noncompliance, or (2) to cure such default, or (3) in the event that, by the nature of default, such default cannot be cured within the 30 day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

(C) Public Hearing. In the event that the Grantee fails to respond to the notice described in paragraph (A) pursuant to the procedures set forth in paragraph (B), or in the event that the alleged default is not remedied by the date projected pursuant to paragraph (B)(3) above, the City shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the City which is at least five business days therefrom. The City shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with an opportunity to be heard.

(D) Enforcement. Subject to applicable federal and state law, in the event the City, after such meeting, determines that the Grantee is in default of any provision of the Franchise, the City may:

1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages;
2. Commence an action at law for monetary damages or seek other equitable relief; or

3. In the case of a substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked and institute revocation proceedings.

(E) The Grantee shall not be relieved of any of its obligations to comply promptly with any provision of the Franchise by reason of any failure of the City to enforce prompt compliance.

#### SECTION 18 - SAVINGS CLAUSE

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unenforceable by any court of competent jurisdiction, or superseded by state or federal legislation, rules, regulations or decision, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof, and each remaining section, clause, phrase, provision, condition, covenant and portion of this Franchise shall be valid and enforceable to the fullest extent permitted by law.

#### SECTION 19 - FORCE MAJEURE

Any obligation or duty imposed by this Franchise upon either party shall be subject to excuse by reason of circumstances beyond the reasonable control of each party, such as "force majeure," as well as Acts of God, riots or other civil disturbances, strikes or other labor disputes, emergencies declared by the President of the United States of America, the Governor of Texas, or the Chairman of Commissioners of the City of Taylor, or other causes or circumstances beyond the control of either party.

#### SECTION 20 - WRITTEN NOTICE

All notices, reports or demands required to be given under this Franchise shall be deemed to be given when delivered personally to the person designated below, or when seventy-two (72) hours have elapsed after the notice, report or demand is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to which notice is being given as follows:

If to City:                      City Manager  
   City of Taylor  
   400 Porter  
   Taylor, Texas 76574

If to Grantee:                      Vice President Public and Governmental Affairs  
   Time Warner Cable  
   12012 N. MoPac Expressway

Such addresses may be changed by either party upon notice to the other party given as provided in this Section. Notwithstanding anything to the contrary, any oral communication to either City or Grantee shall not meet the requirements of this Section.

#### SECTION 21 - CONFLICTING ORDINANCES AND RESOLUTIONS

All ordinances or resolutions in conflict herewith are expressly repealed to the extent of such conflict.

#### SECTION 22 - EFFECTIVE DATE

This ordinance shall become effective upon acceptance by Grantee as provided in Section 13. The effective date shall be the date upon which the written acceptance provided for in Section 13 is received by the City Clerk.

INTRODUCED, PASSED and APPROVED on first reading on this the 27 day of April, 1999.

Donald R. Hill  
Donald R. Hill, Chairman, Board of Commissioners

ATTEST:

Barbara Belz  
Barbara Belz, City Clerk

PASSED and APPROVED on second reading on this the 4 day of May, 1999.

Donald R. Hill  
Donald R. Hill, Chairman, Board of Commissioners

ATTEST:

Barbara Belz  
Barbara Belz, City Clerk

PASSED and APPROVED on third reading on this the 25 day of May, 1999.

Calvin Janak Sr.  
~~Donald R. Hill~~, Chairman, Board of Commissioners  
Calvin Janak Sr.,

ATTEST:

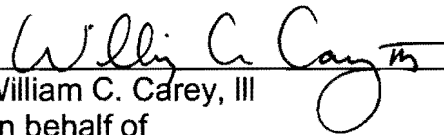
Barbara Belz  
Barbara Belz, City Clerk

**ACCEPTANCE OF FRANCHISE**  
**Ordinance No. 99-14**

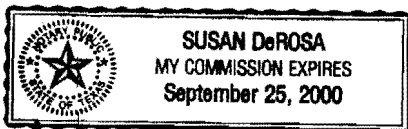
**To The City Council Of The City Of Taylor:**

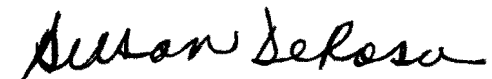
This will advise you that Time Warner Entertainment-Advance/Newhouse Partnership ("TWEAN") and its successors and assigns, hereby accept the Franchise for the purpose of constructing, maintaining, operating and using a cable system in public streets, alleys, and rights of way in the City of Taylor to provide cable service, being Ordinance No. 99-14 passed by the City Council of Taylor on May 25, 1999.

The Grantee, Time Warner Entertainment-Advance/Newhouse Partnership ("TWEAN"), acting by its undersigned official hereunto duly authorized, hereby accepts the attached ordinance granting a franchise to Time Warner Entertainment-Advance/Newhouse Partnership ("TWEAN").

  
\_\_\_\_\_  
William C. Carey, III  
on behalf of  
Time Warner Entertainment-Advance/Newhouse Partnership ("TWEAN")

Subscribed and sworn to before me, the undersigned authority, on this 7<sup>th</sup> day of June, 1999.



  
\_\_\_\_\_  
Notary Public  
State of Texas