

CHAPTER 112

CABLE TELEVISION FRANCHISE

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112.01 DEFINITIONS. For the purpose of this chapter, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below.

1. "Affiliate" means an entity which owns or controls, is owned or controlled by, or is under common ownership with the Grantee.
2. "Basic cable service" is the tier of service regularly provided to all subscribers that includes the retransmission of local broadcast television signals.
3. "Cable Act" means the Cable Communications Policy Act of 1984, as amended.
4. "Cable service" means (i) the one-way transmission to subscribers of video programming or other programming service, and (ii) subscriber interaction, if any, which is required for the selection of such video programming or any other lawful communication service.
5. "Cable system" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment or other communications equipment that is designed to provide cable service and other service to subscribers.
6. "FCC" means the Federal Communications Commission or successor governmental entity thereto.
7. "Franchise" means the initial authorization, or renewal thereof, issued by the City, whether such authorization is designated as a franchise,

permit, license, resolution, contract, certificate or otherwise, which authorizes construction and operation of the cable system for the purpose of offering cable service or other service to subscribers; provided that the term “franchise” shall be deemed to extend only to the terms and conditions of this chapter and the limited privileges and duties extended herein.

8. “Grantee” means Televents Group Joint Venture, or the lawful successor, transferee, or assignee thereof.

9. “Gross revenues” means the monthly cable service revenues received by the Grantee from subscribers of the cable system; provided, however, such phrase does not include: (i) revenues received from national advertising carried on the cable system; (ii) any taxes on the cable service which are imposed directly or indirectly on any subscriber thereof by any governmental unit or agency, and which are collected by the Grantee on behalf of such governmental unit or agency.

10. “Person” means an individual, partnership, association, joint stock company, trust corporation, or governmental entity.

11. “Public way” means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, 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 and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in the service area which shall entitle the City and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the cable system. “Public way” also means any easement now or hereafter held by the City within the service area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and includes other easements or rights-of-way as shall within their proper use and meaning entitle the City and the Grantee to the use thereof for the purpose of installing or transmitting Grantee’s cable service or other service over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the cable system.

12. “Service area” means the present municipal boundaries of the City, and includes any additions thereto by annexation or other legal means.

13. "Service tier" means a category of cable service or other services provided by Grantee and for which a separate charge is made by Grantee.

14. "Subscriber" means a person or user of the cable system who lawfully receives cable services or other service therefrom with Grantee's express permission.

15. "Video programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

112.02 GRANT OF FRANCHISE. The City hereby grants to Grantee a nonexclusive franchise which authorizes the Grantee to construct and operate a cable system and offer cable service and other services in, along, among, upon, across, above, over, under, or in any manner connected with public ways within the service area and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any public way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the cable system.

112.03 TERM. The franchise granted pursuant to this chapter shall be for an initial term of fifteen (15) years from the effective date of the franchise, unless otherwise lawfully terminated in accordance with the terms of this chapter.

112.04 FAVORED NATIONS. In the event the City enters into a franchise, permit, license, authorization or other agreement of any kind with any other person or entity other than the Grantee to enter into the City's streets and public ways for the purpose of constructing or operating a cable system or providing cable service to any part of the service area, the material provisions thereof shall be reasonably comparable to those contained herein, in order that one operator not be granted an unfair competitive advantage over another and to provide all parties equal protection under the law.

112.05 CONDITIONS OF STREET OCCUPANCY. All transmission and distribution structures, poles, other lines and equipment installed or erected by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of public ways and with the rights and reasonable convenience of property owners who own property that adjoins any of said public ways.

112.06 RESTORATION OF PUBLIC WAYS. If during the course of Grantee's construction, operation or maintenance of the cable system there

occurs a disturbance of any public way by Grantee, it shall, at its expense, replace and restore such public way to a condition reasonably comparable to the condition of the public way existing immediately prior to such disturbance, provided such replacement, restoration or repair shall meet such engineering standards as reasonably required by City. In the event a dispute arises as to whether the public way has been restored to a reasonably comparable condition, each party shall designate an arbitrator, and these two arbitrators will jointly designate a third arbitrator. The City shall have the authority to hire additional work done, and the cost of the additional work done as well as the arbitrator's fees shall be allocated for payment between the parties in accordance with the determination of the arbitrators.

112.07 RELOCATION AT REQUEST OF CITY. Upon its receipt of reasonable advance notice, not to be less than five (5) business days, the Grantee shall, at its own expense, protect, support, temporarily disconnect, relocate in the public way or remove from the public way any property of the Grantee when lawfully required by City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by the City; but the Grantee shall in all cases retain the right of abandonment of its property that potentially has future use. If public funds are available to any company using such street, easement, or right-of-way for the purpose of defraying the cost of any of the foregoing, such funds shall also be made available to the Grantee.

112.08 RELOCATION AT REQUEST OF THIRD PARTY. The Grantee, on the request of any person holding a building moving permit issued by the City, shall temporarily raise or lower its wires to permit the moving of such building, provided: (a) the expense of such temporary raising or lowering of wires is paid by said person, including, if required by the Grantee, making such payment in advance; and (b) the Grantee is given not less than ten (10) business days' advance written notice to arrange for such temporary wire changes.

112.09 TRIMMING OF TREES AND SHRUBBERY. The Grantee shall have the authority to trim trees or other natural growth overhanging any of its cable system in the service area so as to prevent branches from coming in contact with the Grantee's wires, cables or other equipment. Grantee shall be permitted to charge persons who own, or who are responsible for, such trees or natural growth for the cost of such trimming, provided that similar charges are assessed by and paid to the utilities or the City for tree trimming. The Grantee shall reasonably compensate the City or property owner for any damages caused by such trimming, or shall, in its sole discretion and at its own cost and expense, reasonably replace all trees or shrubs damaged as a result of any

construction of the cable system undertaken by Grantee. Such replacement shall satisfy any and all obligations Grantee may have to the City or property owner pursuant to the terms of this section.

112.10 USE OF GRANTEE'S EQUIPMENT BY CITY. Subject to any applicable State or Federal regulations or tariffs, the City shall have the right to make additional use, for any public purpose, of any poles or conduits controlled or maintained exclusively by or for the Grantee in any public way, provided that: (a) such use by the City does not interfere with a current or future use by the Grantee; (b) the City holds the Grantee harmless against and from all claims, demands, costs or liabilities of every kind and nature whatsoever arising out of such use of said poles or conduits, including but not limited to reasonable attorney's fees and costs; and (c) at Grantee's sole discretion, the City may be required either to pay a reasonable rental fee or otherwise reasonably compensate Grantee for the use of such poles, conduits or equipment; provided, however, Grantee agrees that such compensation or charge shall not exceed those paid by it to public utilities pursuant to the applicable pole attachment agreement, or other authorization relating to the service area.

112.11 SAFETY REQUIREMENTS. Construction, installation and maintenance of the cable system shall be performed in an orderly and workmanlike manner. All such work shall be performed in accordance with applicable FCC or other Federal, State and local regulations. The cable system shall not unreasonably endanger or interfere with the safety of persons or property in the service area.

112.12 AERIAL AND UNDERGROUND CONSTRUCTION. 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 Grantee's cable and other equipment without technical degradation of the cable system's signal quality. 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, Grantee shall have the sole discretion to construct, operate and maintain all of its transmission and distribution facilities, or any part thereof, aurally or underground. Nothing contained in this section shall require 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. 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 the ordinance codified in this chapter, 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.

112.13 REQUIRED EXTENSIONS OF SERVICE. The cable system as constructed as of the date of the passage and final adoption of the ordinance codified in this chapter substantially complies with the material provisions hereof. Grantee is hereby authorized to extend the cable system as necessary, as desirable, or as required pursuant to the terms hereof within the service area. Whenever Grantee shall receive a request for service from at least fifteen (15) subscribers within 1,320 cable-bearing strand feet (one-quarter cable mile) of its trunk or distribution cable, it 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, and if it will not adversely affect the operation, financial condition, or market development of the cable system, or as provided for under Section 112.14 of this chapter.

112.14 SUBSCRIBER CHARGES FOR EXTENSIONS OF SERVICE. No subscriber shall be refused service arbitrarily. However, for unusual circumstances, such as a subscriber's request to locate a cable drop underground, existence of more than one hundred fifty (150) feet of distance from distribution cable to connection of service to subscriber, or a density of less than fifteen (15) subscribers per 1,320 cable-bearing strand feet of trunk or distribution cable, cable service or other service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor, and easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by Grantee and subscribers in the area in which cable service may be expanded, Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of potential subscribers per 1,320 cable-bearing strand feet of its trunk or distribution cable, and whose denominator equals fifteen (15) subscribers. Potential subscribers will bear the remainder of the construction and other costs on a pro rata basis. Grantee may require that the payment of the capital contribution in aid of construction borne by such potential subscribers be paid in advance.

112.15 SERVICE TO PUBLIC BUILDINGS. The Grantee shall provide without charge one outlet of basic service to the City's office buildings, fire

stations, police stations and public school buildings that are passed by its cable system. The outlets of basic cable service shall not be used to distribute or sell cable services in or throughout such buildings and shall be for the viewing and use of employees and not the general public. Users of such outlets shall hold 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. Notwithstanding anything to the contrary set forth in this section, 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 one hundred fifty (150) cable feet, unless it is technically feasible and so long as it will not adversely affect the operation, financial condition or market development of the cable system to do so, or unless the appropriate governmental entity agrees to pay the incremental cost of such drop line in excess of 150 cable feet. In the event that additional outlets of basic cable service are provided to such buildings, the building owner shall pay the usual installation fees associated therewith, including, but not limited to, labor and materials. Upon request of Grantee, the building owner may also be required to pay the service fees associated with the provision of basic cable service and the additional outlets relating thereto.

112.16 EMERGENCY OVERRIDE. In the case of any emergency or disaster, the Grantee shall, upon request of the City, make available its facilities for the City to provide emergency information and instructions during the emergency or disaster period. The City shall hold the Grantee, its agents, employees, officers and assigns hereunder harmless from any claims arising out of the emergency use of its facilities by the City, including, but not limited to, reasonable attorney's fees and costs.

112.17 PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS. During the term of the franchise, Grantee will insure that the system has capacity to afford the City a channel to be used for public, educational and governmental access. During those times that the channel is not being used by the City, the Grantee may use said channel for commercial or non-commercial programming use as Grantee deems necessary.

112.18 FRANCHISE FEE.

1. Grantee shall pay to the City a franchise fee equal to five percent (5%) of gross revenues (as defined in Section 112.01 of this chapter) received by Grantee from the operation of the cable system on an annual basis; provided, however, Grantee may credit against any such payments: (i) any tax, fee or assessment of any kind imposed by the City or other governmental entity on a cable operator or subscriber, or both, solely because of status as such; (ii) any tax, fee or assessment of general

applicability which is unduly discriminatory against cable operators or subscribers (including any such tax, fee or assessment imposed, both on utilities and cable operators and their services), and (iii) any other special tax, assessment or fee such as a business, occupation and entertainment tax. For the purpose of this section, the 12-month period applicable under the franchise for the computation of the franchise fee shall be the calendar year, unless otherwise agreed to in writing by the City and Grantee. The franchise fee payment shall be due and payable ninety (90) days after the close of the preceding calendar year. Each payment shall be accompanied by a brief report from a representative of Grantee showing the basis for the computation. In no event shall the franchise fee payments required to be paid by Grantee exceed five percent (5%) of gross revenues received by Grantee in any 12-month period.

2.The period of limitation for recovery of any franchise fee payable hereunder shall be five (5) years from the date on which payment by the Grantee is due. Unless within five (5) years from and after said payment due date the City initiates a lawsuit for recovery of such franchise fee in a court of competent jurisdiction, such recovery shall be barred, and the City shall be stopped from asserting any claims whatsoever against the Grantee relating to any such alleged deficiencies.

112.19 RATES AND CHARGES. The City may not regulate the rates for the provision of cable service and other services, including, but not limited to, ancillary charges relating thereto, except as expressly provided herein or except as authorized pursuant to Federal and State law, including, but not limited to, the Cable Act and FCC Rules and Regulations relating thereto. From time to time, and at any time, Grantee has the right to modify its rates and charges including, but not limited to, the implementation of additional charges and rates; provided, however, Grantee shall give notice to the City of any such modifications or additional charges thirty (30) days prior to the effective date thereof. In the event that basic cable service rate increases are subject to approval of the City, the Grantee may, at its discretion and without consent of the City, increase rates relating to the provision of basic cable service by an amount which is at least equal to five percent (5%) per year. Notwithstanding anything to the contrary contained in this section, the City reserves itself the right to regulate or approve changes or modification of basic cable rates as permitted by Federal or State law or rules or regulations promulgated by any Federal or State regulatory or administrative agency, including, but not limited to, the Cable Act and FCC rules and regulations now existing, or as hereafter adopted.

112.20 RENEWAL OF FRANCHISE. The City and the Grantee agree that any proceedings undertaken by the City that relate to the renewal of the

Grantee's franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act (as such existed as of the effective date of the Cable Act), unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of Federal or State law. In addition to the procedures set forth in said Section 626(a), the City agrees to notify Grantee of its preliminary assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Grantee under the then current franchise term. The City further agrees that such a preliminary assessment shall be provided to the Grantee prior to the time that the four-month period referred to in Subsection (c) of Section 626 is considered to begin. Notwithstanding anything to the contrary set forth in this section, the Grantee and City agree that at any time during the term of the then current franchise, while affording the public appropriate notice and opportunity to comment, the City and Grantee may agree to undertake and finalize negotiations regarding renewal of the then current franchise and the City may grant a renewal thereof. The Grantee and the City consider the terms set forth in this section to be consistent with the express provisions of Section 626 of the Cable Act.

112.21 CONDITIONS OF SALE. Except to the extent expressly required by Federal or State law, if a renewal or extension of Grantee's franchise is denied or the franchise is lawfully terminated, and the City either lawfully acquires ownership of the cable system or by its actions lawfully effects a transfer of ownership of the cable system to another party, any such acquisition or transfer shall be at a fair market value, determined on the basis of the cable system valued as a going concern. Grantee and City agree that in the case of a lawful revocation of the franchise, at Grantee's request, which shall be made in its sole discretion, Grantee shall be given a reasonable opportunity to effectuate a transfer of its cable system to a qualified third party. The City further agrees that during such a period of time, it shall authorize the Grantee to continue to operate pursuant to the terms of its prior franchise; however, in no event shall such authorization exceed a period of time greater than six (6) months from the effective date of such revocation. If, at the end of that time, Grantee is unsuccessful in procuring a qualified transferee or assignee of its cable system which is reasonably acceptable to the City, Grantee and City may avail themselves of any rights they may have pursuant to Federal or State law, it being further agreed that Grantee's continued operation of its cable system during the six-month period shall not be deemed to be a waiver or an extinguishment of any rights of either the City or the Grantee. Notwithstanding anything to the contrary set forth in this section, neither City nor Grantee shall be required to violate Federal or State law.

112.22 TRANSFER OF FRANCHISE. Grantee's right, title or interest in the franchise shall not be sold, transferred, assigned or otherwise encumbered, other than to an affiliate, without the prior consent of the City, such consent not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title or interest of Grantee in the franchise or cable system in order to secure indebtedness.

112.23 TESTING FOR COMPLIANCE. The City may perform technical tests of the cable system during reasonable times and in a manner which does not unreasonably interfere with the normal business operations of the Grantee or the cable system in order to determine whether or not the Grantee is in compliance with the terms hereof and applicable State or Federal laws. Except in emergency circumstances, such tests may be undertaken only after giving Grantee reasonable notice thereof, not to be less than two (2) business days, and providing a representative of Grantee an opportunity to be present during such tests. In the event that such testing demonstrates that the Grantee has substantially failed to comply with a material requirement hereof, the reasonable costs of such tests shall be borne by the Grantee. In the event that such testing demonstrates that Grantee has substantially complied with such material provisions hereof, the cost of such testing shall be borne by the City. Except in emergency circumstances, the City agrees that such testing shall be undertaken no more than two (2) times a year in the aggregate, and that the results thereof shall be made available to the Grantee upon Grantee's request.

112.24 BOOKS AND RECORDS. The Grantee agrees that the City may review such of its books and records, during normal business hours and on a non-disruptive basis, as are reasonably necessary to monitor compliance with the terms hereof. Such records shall include, but shall not be limited to, any public records required to be kept by the Grantee pursuant to the rules and regulations of the FCC. Notwithstanding anything to the contrary set forth herein, Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The City agrees to treat any information disclosed by the Grantee to it as confidential and only to disclose it to employees, representatives and agents thereof that have a need to know, or in order to enforce the provisions hereof.

112.25 SUBSCRIBER COMPLAINTS. The Grantee shall provide, annually, to the City at their request, a copy of complaint logs including subscriber complaints received by the Grantee, which specify the number and nature of such complaints.

112.26 TECHNICAL DUALITY. The Grantee shall provide such technical quality of cable service as mandated by the applicable Federal or State law or

rules or regulations promulgated by any Federal or State administrative or regulatory agency.

112.27 INSURANCE REQUIREMENTS. Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the franchise, Comprehensive General Liability Insurance in the amount of \$1,000,000 combined single limit for bodily injury and property damage. Said insurance shall designate the City as an additional insured. Such insurance shall be non-cancelable except upon thirty (30) days' prior written notice to the City.

112.28 INDEMNIFICATION. The Grantee agrees to indemnify, 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 arise out of the Grantee's construction, operation, or maintenance of its cable system, including, but not limited to, reasonable attorney's fees and costs.

112.29 BONDS AND OTHER SURETY. Except as expressly provided herein, Grantee shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the franchise or continuing its existence. The City acknowledges that the legal, financial and technical qualifications of Grantee are sufficient to afford compliance with the terms of the franchise and the enforcement thereof. Grantee and City recognize that the costs associated with bonds and other surety may ultimately be borne by the subscribers in the form of increased rates for cable services. In order to minimize such costs, the City agrees to require bonds and other surety only in such amounts and during such times as there is a reasonably demonstrated need therefor. The City agrees that in no event, however, shall it require a bond or other related surety in an aggregate amount greater than \$10,000, conditioned upon the substantial performance of the material terms, covenants and conditions of the franchise. Initially, no bond or other surety will be required. In the event that one is required in the future, the City agrees to give Grantee at least sixty (60) days' prior written notice thereof stating the exact reason for the requirement. Such reason must demonstrate a change in the Grantee's legal, financial or technical qualifications which would materially prohibit or impair its ability to comply with the terms of the franchise or afford compliance therewith.

112.30 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 Grantee in writing of the exact nature of the alleged noncompliance.

112.31 GRANTEE'S RIGHT TO CURE OR RESPOND. Grantee shall have thirty (30) days from receipt of the notice described in Section 112.30: (a) to respond to the City contesting the assertion of noncompliance; or (b) to cure

such default; or (c) in the event that, by the nature of default, such default cannot be cured within the thirty-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.

112.32 PUBLIC HEARING. In the event that Grantee fails to respond to the notice described in Section 112.30 pursuant to the procedures set forth in Section 112.31, or in the event that the alleged default is not remedied within sixty (60) days after the Grantee is notified of the alleged default pursuant to Section 112.30, the City shall schedule a public meeting to investigate the default. Such public meeting shall be held at the next regularly scheduled meeting of the City which is scheduled at a time which is no less than five (5) business days therefrom. The City shall notify the Grantee of the time and place of such meeting and provide the Grantee with an opportunity to be heard.

112.33 ENFORCEMENT. Subject to applicable Federal and State law, in the event the City, after such meeting, determines that Grantee is in default of any provision of the franchise, the City may:

- 1.Foreclose on all or any part of any security provided under the franchise, if any, including, without limitation, any bonds or other surety; provided, however, the foreclosure shall only be in such a manner and in such amount as the City reasonably determines is necessary to remedy the default;
- 2.Commence an action at law for monetary damages or seek other equitable relief;
- 3.In the case of a substantial default of a material provision of the franchise, declare the franchise agreement to be revoked; or
- 4.Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages.

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.

112.34 ACTS OF GOD. The Grantee shall not be held in default or noncompliance with the provisions of the franchise, or suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages, or other events reasonably beyond its ability to control.

112.35 UNAUTHORIZED RECEPTION. In addition to those criminal and civil remedies provided by State and Federal law, it is a misdemeanor for any

person to create or make use of any unauthorized connection, whether physically, electrically, acoustically, inductively or otherwise, with any part of the cable system without the express consent of the Grantee. Further, without the express consent of Grantee, it is a misdemeanor for any person to tamper with, remove or injure any property, equipment or part of the cable system or any means of receiving cable service or other services provided thereto. Subject to applicable Federal and State law, the City shall incorporate into its criminal code, if not presently a part thereof, criminal misdemeanor law which will enforce the intent of this section.

112.36 PREEMPTION. If the FCC, or any other Federal or State body or agency shall now or hereafter exercise any paramount jurisdiction over the subject matter of the franchise, then to the extent such jurisdiction shall preempt and supersede or preclude the exercise of the like jurisdiction by the City, the jurisdiction of the City shall cease and no longer exist.

112.37 ACTIONS OF CITY. In any action by the City or representative thereof mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

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