

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 787**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, GRANTING
RENEWAL OF A NON-EXCLUSIVE FRANCHISE FOR THE PROVISION OF A
CABLE SYSTEM BY K2 COMMUNICATIONS.**

WHEREAS, Board of Trustees of the Town of Mead, Colorado, (the “Town” or “Grantor”) has received an application from “K2 Communications” to renew its franchise to provide a Cable System (hereinafter called “Cable System”) within the Town of Mead; and

WHEREAS, pursuant to Colorado law, local ordinance, the federal Cable Communications Policy Act of 1984 (“1984 Cable Act”), the Cable Television Consumer Protection and Competition Act of 1992 (“1992 Cable Act”), and the Telecommunications Act of 1996 (“1996 Act”), the Town is authorized to grant or renew franchises to construct, operate and maintain cable systems, utilizing public rights-of-way and properties within Grantor’s jurisdiction; and

WHEREAS, it is proposed to renew the franchise in accordance with the terms and conditions of the Multi-channel Video Programming Distribution System Franchise Agreement (hereinafter called “Agreement”), which provides for a term of ten years from the date of issuance and a fee to be paid to the Town of 5% of the gross receipts of the company generated from within the Town, to be paid in semiannual payments; and

WHEREAS, following a public hearing conducted on Monday, July 13, 2015, said hearing duly noticed in accordance with the provisions of C.R.S. § 31–32-102 and at which the public was given the opportunity to comment upon the proposed grant of the franchise and the terms of the Agreement, it is the desire of the Board of Trustees to grant a nonexclusive franchise for the provision of a Cable System within the corporate boundaries of the Town of Mead;

**BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF MEAD,
COLORADO, AS FOLLOWS:**

Section 1. Franchise. There is hereby renewed a non-exclusive franchise with K2 Communications, LLC, 322 Main Street, PO Box 232, Mead, CO 80542, to construct and operate a Cable System within the corporate boundaries of the Town of Mead in accordance with that Cable System Franchise Agreement duly negotiated and agreed and hereby approved by this reference thereto.

Section 2. Use of Public Streets and Right-of-ways. K2 Communications shall have the right under the terms of the franchise to the reasonable use of public streets and right-of-ways to construct, operate, maintain, reconstruct, rebuild and upgrade a Cable System subject to the terms and conditions set forth in the Agreement.

Section 3. Franchise Fee. In exchange for the privileges granted K2 Communications by this franchise, K2 Communications shall pay to the Town of Mead the sum of five percent (5%) of its gross revenues derived from its operations within Mead, said sum to be subject to future modification in accordance with the terms and conditions of the Agreement. Payments shall be made quarterly as provided in the Agreement.

Section 4. Term of Franchise. The term of this franchise shall be for ten (10) years from the effective date of this ordinance and/or acceptance of the franchise by K2 Communications, whichever occurs later, and is subject to renewal in accordance with the provisions of the Agreement. Upon the sale, or transfer, or merger of K2 communications with any other entity, a new franchise agreement shall be negotiated.

Section 5. Effective Date. This ordinance shall be published and become effective as provided by law.

Section 6. Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the ordinance. The Town Board hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.

Section 7. Repealer. All ordinances or resolutions and motions of the Board of Trustees of the Town of Mead or parts thereof, in conflict with this ordinance are to the extent of such conflict hereby superseded and repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance, resolution or motion, no revive any ordinance, resolution or motion thereby.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 12th DAY OF October, 2015.

ATTEST:

By Linda Blackston
Linda Blackston, CMC, Town Clerk

TOWN OF MEAD

By Richard Kraemer
Richard Kraemer, Mayor Pro Tem

