

**CITY OF BRIGHTON
CITY COUNCIL ORDINANCE**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO APPROVING A FRANCHISE AGREEMENT WITH COMCAST CABLE COMMUNICATIONS, LLC, GRANTING TO COMCAST CABLE COMMUNICATIONS, LLC A NON-EXCLUSIVE RIGHT TO SELL, FURNISH AND DISTRIBUTE CABLE SERVICES WITHIN THE CITY OF BRIGHTON; A NON-EXCLUSIVE RIGHT TO ACQUIRE, CONSTRUCT, INSTALL, LOCATE, MAINTAIN, OPERATE AND EXTEND INTO, WITHIN AND THROUGH THE CITY ALL FACILITIES REASONABLY NECESSARY TO FURNISH, SELL AND DISTRIBUTE CABLE SERVICES ALL IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE FRANCHISE AGREEMENT; SPECIFYING THAT THE FRANCHISE SHALL BE EFFECTIVE UPON THE EFFECTIVE DATE OF THIS ORDINANCE AND FOR A TERM OF TEN (10) YEARS THEREAFTER; SETTING A FRANCHISE FEE OF 5% OF THE GROSS REVENUES OF COMCAST CABLE COMMUNICATIONS, LLC; PROVIDING FOR A SURCHARGE THEREFORE; PROVIDING FOR THE COLLECTION OF ‘PEG’ FEES TO SUPPORT THE CITY’S PEG OPERATIONS; AUTHORIZING THE MAYOR TO EXECUTE THE FRANCHISE AGREEMENT FOR AND ON BEHALF OF THE CITY AND THE CITY CLERK TO ATTEST THERETO; AND, SETTING FORTH OTHER DETAILS RELATED THERETO.

**ORDINANCE NO.: 2270
INTRODUCED BY: Kreutzer**

WHEREAS, Comcast Cable Communications, LLC has exercised rights under the current Franchise for provision of cable services originally granted to AT&T Cable Services by the City since 2001; and

WHEREAS, Comcast Cable Communications, LLC has fulfilled all its obligations under the existing Franchise Agreement extended month-to-month by City Council Resolution 2016-138 in a satisfactory manner; and

WHEREAS, by written request, Comcast Cable Communications, LLC has indicated a desire to renew the franchise to distribute and provide cable services to the City of Brighton and has engaged in negotiations with the City for a new Franchise Agreement for a term of ten (10) years; and

WHEREAS, in an effort to provide for public comment and input regarding the Franchise Agreement and Customer Service Standards, the City Council elected to conduct a public hearing on said Agreement at a regular Council meeting on November 21, 2017, notice of which was published in the *Standard Blade* on September 27, 2017, October 4, 2017 and October 11, 2017; and

WHEREAS, the City Council finds and determines that the Franchise Agreement and Customer Services Standards as proposed address and serve the best interests of the citizens of Brighton and approval thereof is in the best interest of the public health, safety and welfare; and

WHEREAS, Article XV, Section 15.1 of the Charter of the City of Brighton permits the City Council to award this franchise by ordinance subject to timely referendum, as more specifically set forth therein.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO, AS FOLLOWS:

Section 1. The City Council hereby approves and adopts the proposed Franchise Agreement and Customer Service Standards with Comcast Cable Communications, LLC, which grants to Comcast Cable Communications, LLC, subject to the conditions, terms and provisions in the Franchise Agreement, a non-exclusive right to furnish, sell and distribute cable services within the City of Brighton as the same is currently constituted or subsequently enlarged by annexation. In addition, the City Council approves the provisions of the Franchise Agreement which grant to Comcast Cable Communications, LLC a non-exclusive right to acquire, construct, install, locate, maintain, operate and extend into, within and through the City as may be necessary to furnish, sell and distribute cable services to carry out the terms of the Franchise Agreement, but subject to the City's prior right of usage thereof and the City's exercise of its police powers. The right to use and/or occupy public streets, alleys, viaducts, bridges, roads and public places by Comcast Cable Communications, LLC shall not be exclusive and the City reserves the right to itself to make or grant a similar use of public streets and other public places to any other person, firm or corporation, and to otherwise exercise its police powers in that regard.

Section 2. Any sale, transfer or assignment of the Franchise requires the written consent by the City.

Section 3. The Franchise shall be effective as of the effective date of this ordinance and shall supersede any prior franchise grants to Comcast Cable Communications, LLC of the Brighton Municipal Code, or to its predecessors in interest, and the term of the Franchise shall be ten (10) years.

Section 4. In accordance with the Franchise Agreement, Comcast Cable Communications, LLC, shall pay to the City a Franchise Fee equal to five percent (5%) of gross revenues received from the sale of cable services within the City. Comcast Cable Communications, LLC., may collect this fee from a surcharge upon all City residents that use facilities of Comcast Cable Communications, LLC in the City to obtain cable services.

Section 5. Copies of the proposed Franchise Agreement and Customer Service Standards shall be maintained in the office of the City Clerk and available for inspection and copying during normal business hours.

Section 6. In addition to publication of this ordinance in full after first reading, the City Clerk shall publish notice of the public hearing to be held at second reading of this ordinance once each week for two consecutive weeks in a newspaper of general circulation in the City.

Section 7. That all ordinances or parts of ordinances of the Brighton Municipal Code, in conflict with the Franchise Agreement herein approved and adopted are expressly repealed, except that this repeal shall not affect or prevent the enforcement of or claims made by the City for any default, violation or failure to act by Comcast Cable Communications, LLC under the prior Franchise as the same provided prior to the taking effect of this ordinance.

Section 8. The Mayor is hereby authorized to execute said Franchise Agreement on behalf of the City and the City Manager is hereby authorized to undertake such actions and delegate such responsibilities, consistent with the provisions of said Agreement, as are deemed necessary and appropriate to carry out the terms of said Agreement.

Section 9. Purpose. The purpose of this ordinance and the Franchise Agreement approved and adopted hereby is to provide for and protect the public health, safety and welfare.

Section 10. Validity. If any part or parts of this ordinance or the Franchise Agreement or Customer Service Standards are for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance and Franchise Agreement and each part or parts thereof, irrespective of the fact that any one part or parts be declared invalid.

**INTRODUCED, PASSED ON FIRST READING, AND ORDERED PUBLISHED THIS
17th DAY OF October, 2017.**

CITY OF BRIGHTON, COLORADO

By: _____
Richard N. McLean, Mayor

ATTEST:

Natalie Hoel, City Clerk

APPROVED AS TO FORM:

Margaret R. Brubaker, City Attorney

Published in the *Standard Blade*
First Publication: October 25, 2017
Second Publication: November 1, 2017

**PASSED ON SECOND AND FINAL READING AND ORDERED PUBLISHED BY TITLE
ONLY THIS 21st DAY OF November, 2017.**

CITY OF BRIGHTON, COLORADO

By: _____
Richard N. McLean, Mayor

ATTEST:

Natalie Hoel, City Clerk

Published in the *Standard Blade*
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