

**ORDINANCE NO. 2001 -05-01**

**AN ORDINANCE GRANTING A CABLE TELEVISION FRANCHISE TO TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE PARTNERSHIP, ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE VILLAGE OF POINT VENTURE, TEXAS; PROVIDING FOR THE FOLLOWING: SHORT TITLE; FINDINGS OF FACT; DEFINITIONS; GRANT OF AUTHORITY; COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES; FRANCHISE TERM; FRANCHISE NON-EXCLUSIVE; WRITTEN NOTICE; CONSTRUCTION IN RIGHT-OF-WAY; LEGAL OBLIGATIONS; LIABILITY INSURANCE; CUSTOMER SERVICE STANDARDS; PERFORMANCE STANDARDS; TRANSFER OR ASSIGNMENT OF FRANCHISE; FRANCHISE RENEWAL; THE RIGHT TO REVOKE; REVOCATION PROCEDURES; FORCE MAJEURE; SERVICE AREA; UNAUTHORIZED CONNECTIONS OR MODIFICATIONS; FRANCHISE FEE PAYMENT; GOVERNMENTAL USE; CONSENT APPROVALS; RESERVATION OF REGULATORY POWERS AND LEGAL RIGHTS; GOVERNMENTAL FUNCTION; ACCEPTANCE; REPEALER; SEVERABILITY; PROPER NOTICE AND MEETING**

**WHEREAS**, the Village of Point Venture (AVillage@) is a municipal corporation organized under the laws of the State of Texas and, pursuant to the Texas Constitution and state law, possesses the power to protect and promote the public health, safety, and welfare, to regulate the use of the Public rights-of-way and to issue and revoke licenses; and

**WHEREAS**, the Village owns or is the proprietor over public streets, rights-of-way, alleys, and other public property and acts as trustee and guardian for the benefit of Village citizens; and

**WHEREAS**, pursuant to the laws of the State of Texas, the Texas Legislature has recognized and established that an incorporated municipality may make a reasonable, lawful charge for the use of public rights-of-way within the municipality; and

**WHEREAS**, pursuant to the Federal Cable Communications Policy Act of 1984, as amended, and the Cable Television Consumer Protection and Competition Act of 1992, as amended, the Village is specifically authorized to license, franchise and impose charges in connection with the business of operating a Cable Television System within the Village; and

**WHEREAS**, the Village Council has determined that the availability of cable television services in the Village will promote the public health, safety, and general welfare of the residents of the Village and would serve the public interest; and

**WHEREAS**, Time Warner Entertainment-Advance/Newhouse Partnership, a New York partnership, is now and has been engaged in the cable television business in the State of Texas and, in furtherance thereof, has erected and maintained certain items of its system in the Village pursuant to such rights as may have been granted it by and under the laws of the State of Texas, and subject to the reasonable exercise of the police powers granted by and under the said laws to the Village; and

**WHEREAS**, the Village Council finds that the public interest will be served by the granting of a non-exclusive franchise to Time Warner Entertainment-Advance/Newhouse Partnership, its Successors and Assigns to erect, install, construct, reconstruct, maintain, operate, dismantle, test, repair, replace, retain, and use a cable television system in, upon, along, across, above, over, under or in any manner connected with the rights-of-way streets, lanes, avenues, sidewalks, alleys, bridges, and highways, and other public places in the Village of Point Venture, Texas, as the same now or in the future may exist, for the purpose of servicing the inhabitants of said Village, and other purposes, for a period of fifteen (15) years, and regulating same.

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF POINT VENTURE, TEXAS:**

**SECTION I**  
**SHORT TITLE**

This Ordinance shall be known and cited as the ATime Warner Franchise Ordinance.@ Within this document it shall also be referred to as Athis Franchise@ or Athe Franchise@ or Athis Ordinance.@

**SECTION II**  
**FINDINGS OF FACT**

All of the above premises are hereby found to be true and correct legislative and factual findings of the Village Council of the Village of Point Venture and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION III**  
**PURPOSE**

The purpose of this ordinance is to grant a non-exclusive franchise to Time Warner Entertainment-Advance/Newhouse Partnership, a New York Corporation, its Successors and Assigns to erect, install, construct, reconstruct, maintain, operate, dismantle, test, repair, replace, retain, and use a cable television system in the Village of Point Venture, Texas; and

**SECTION IV**  
**DEFINITIONS**

For purposes of this Franchise, the following terms, phrases, words and their derivations shall have the meaning given 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 words shall and will are mandatory and may is permissive. Words not defined shall be given their common and ordinary meaning.

- A.** Basic Service means that service tier which includes the retransmission of local television broadcast signals.
- B.** Cable Television System or System means a facility consisting of a set of closed transmission paths associated signal generation, reception, and control equipment that is designed to provide Cable Services and which is provided to multiple subscribers within the Village. Such term does not include:
- (1) A facility that serves only to retransmit the television signals of one (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 retransmission of video programming directly to subscribers

unless the extent of such use is solely to provide interactive on-demand services;

- (4) An open video system that complies with Section 653 of the Communications Act of 1934 as amended; or
  - (5) Any facilities of any electric utility used solely for operating its electric utility systems.
- C.** Cable Service means (1) the one-way transmission to subscribers of video programming (i.e., programming provided by, or generally comparable to programming provided by, a television broadcast station) and other programming; and (2) subscriber interaction, if any, which is required for the selection or use of such video programming.
- D.** Village Council means the governing body (i.e., the City Council or Board of Aldermen) of the Village of Point Venture.
- E.** Facilities means any and all of the duct spaces, manholes, lines, wires, fibers, poles, conduits, underground and overhead passageways, and other equipment, structures, plant and appurtenances, and all associated transmission media placed in, on, over or under the public rights-of-way, including wires, and cables.
- F.** FCC means the Federal Communications Commission or any successor thereto, having jurisdiction over cable television.
- G.** Force Majeure means a strike, acts of God, acts of public enemies, orders of any kind of a government of the United States of America or of the State or any of their departments, agencies, political subdivisions, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, volcanic activity, storms, floods, washouts, droughts, civil disturbances, explosions, labor unrest, shortage of materials or supplies, partial or entire failure of utilities or any other cause or event not reasonable within the control of the disabled party.
- H.** Grantee means Time Warner Entertainment-Advance/Newhouse Partnership, its agents, lawful successors, transferees or assignees.
- I.** Gross Revenues means all service fees, installation charges, and all other fees or charges collected from the provision of Cable Services to subscribers of the System in the Village, including revenue derived from the provision of internet or internet access services, unless internet access is determined not to be a cable service under applicable law. Gross Revenues shall not include (1) excise taxes; or (2) sales taxes

or any other taxes or fees, including the franchise fee, which are imposed on the Grantee or any subscriber by any governmental unit and collected by the Grantee for such governmental unit.

- J.** APerson@ means any individual, association, joint stock company, trust, governmental entity, corporation, partnership, proprietorship, cooperative, utility or organization authorized to do business in the State or any natural person.
- K.** APublic Property@ means any real property other than a street owned by any governmental unit.
- L.** APublic Rights-of-Way@ means the area on, below or above a public roadway, highway, street, public sidewalk, alley, water way, or utility easement, in which the Village has an interest.
- M.** APublic Utility Commission@ means the APUC@ or current regulatory agency of the State of Texas, or any successor agency.
- N.** AState@ means the State of Texas.
- O.** ASubscriber@ means a member of the general public who legally receives broadcast programming distributed by a cable television system and does not further distribute it.
- P.** AStreet@ means the surface of and the space above and below any street, road highway, freeway, lane, path, way, alley, court sidewalk, boulevard, parkway, or drive.
- Q.** AVillage@ means the Village of Point Venture, Travis County, Texas, a duly incorporated municipality, and any area annexed thereto from time to time. For purposes of this Franchise, any annexation shall become effective within sixty (60) days of the Village=s written notification to Grantee of the annexation including a complete and accurate listing of the affected addresses. The Village is the franchising authority empowered by federal and state law to grant a franchise.

## **SECTION V**

### **GRANT OF AUTHORITY**

For the purposes of constructing, operating and maintaining an cable television system (ASystem@) in the Village, Grantee may erect, install, construct, repair, replace, relocate, reconstruct and retain in, on, over, under, upon, across and along the streets, including over public rights-of-way and through easements, within the Village such cables, with all necessary or desirable appurtenances (including underground conduits, wires, transmission lines and other structures and wires for its own

use), for the purpose of supplying cable service to the Village, the inhabitants thereof, and persons and corporations beyond the limits thereof.

**SECTION VI**  
**COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES**

**A.** This Franchise is granted pursuant to the terms and conditions contained herein. Such terms and conditions shall be subordinate to all applicable provisions of state and federal laws, rules and regulations.

**B.** Grantee=s rights are subject to the police powers of the Village to adopt and enforce ordinances of general applicability necessary to the health, safety and welfare of the public that are not otherwise inconsistent with the terms and conditions of this Franchise or otherwise materially alter Grantee=s obligations hereunder. Grantee shall comply with all generally applicable laws and ordinances enacted by the Village pursuant to that power provided the same do not materially alter Grantee=s obligation hereunder.

**SECTION VII**  
**FRANCHISE TERM**

This franchise shall commence upon the effective date of this Ordinance and shall expire fifteen (15) years thereafter unless renewed, revoked or terminated sooner as herein provided.

**SECTION VIII**  
**FRANCHISE NON-EXCLUSIVE**

The Franchise granted herein is non-exclusive. The Village specifically reserves the right to grant, at any time, one or more additional franchises for a cable television system in accordance with state and federal law; provided, however, no such future franchise shall be granted on terms more favorable or less burdensome than those contained herein, unless otherwise required by law.

**SECTION IX**  
**WRITTEN NOTICE**

All notices or demands required to be given under this Franchise shall be deemed to be given when delivered personally to the persons designated below or upon the date actually received as evidenced by registered or certified mail receipt addressed as follows:

**If to the Village:** Village Mayor  
Village of Point Venture  
555 Venture Blvd. S.  
Point Venture, Texas 78645

**If to Grantee:** Vice President of Public Affairs  
12012 N. MoPac Expressway  
Austin, Texas 78758

**With Copy to:** Legal Department  
Time Warner Cable  
290 Harbor Drive  
Stanford, CT 06902

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

**SECTION X**  
**CONSTRUCTION IN RIGHT-OF-WAY**

**A. Right-of-Way Construction Permits**

Grantee shall be subject to applicable Village ordinances that uniformly govern rights-of-way construction permits for conducting land disturbing activities in the public rights-of-way. Such permits shall be issued only in compliance with applicable Village ordinances. Such ordinances shall not materially alter Grantee=s obligations hereunder.

**B. Interference with Public Rights-Of-Way**

Grantee may not locate or maintain its Facilities so as to unreasonably interfere with the use of Village property or public rights-of-way by Village or by other persons authorized to use or be present in or upon Village property or public rights-of-way. The foregoing shall not be deemed to create a priority or preference to any user of the rights-of-way other than the Village. In the event of unreasonable interference to Village property or public rights-of-way, such Facilities shall be moved by Grantee, temporarily or permanently, as determined by the Village Mayor or the Mayor=s designee, upon reasonable notice. The discretion herein granted to the Village Mayor or the Mayor=s designee shall be reasonably exercised and applied in a non-discriminatory manner.

**C. Compliance With Other Law**

All work undertaken in connection with the construction, reconstruction, maintenance, operation or repair of the Grantee=s system shall be subject to and governed by all applicable state and federal laws, rules and regulations including those of any state or federal agency having jurisdiction.

**D. Trimming Trees**

The Grantee shall have the authority to trim trees, bushes and shrubs upon and overhanging the streets of the Village as to prevent the branches of such trees from coming in contact with the Grantee=s wires and cables. The Village Council may, from time to time, pass ordinances regulating the trimming or removal of trees on or along Village property, however, reasonable tree trimming and vegetation control by Grantee shall be allowed.

**SECTION XI  
LEGAL OBLIGATIONS**

**A.** The Grantee shall, at its sole cost and expense, indemnify, defend and hold harmless the Village, its officers, boards, commissions, agents and employees, against and from any and all claims, demands, causes of actions, suits, proceedings, damages, liabilities and judgments of every kind arising out of or due to the **Grantee=s** construction, maintenance, or operation of a system in the Village, including but not limited to damages for injury or death or damages to property, real or personal, and against all liabilities to others and against all loss, cost and expense, resulting or arising out of any of the same. Grantee shall **not** be required to hold harmless and indemnify the Village for any claims arising out of the negligence of the Village, its officers, boards, commissions, councils, elected officials, agents or employees.

**B.** The Grantee shall, at the sole risk and expense of the Grantee, upon demand of the Village, appear in and defend any and all suits, actions, or other legal proceedings, whether judicial, quasi-judicial, administrative, or otherwise brought or instituted or had by third persons or duly constituted authorities, against or affecting the Village, its officers, boards, commission, agents, or employees, arising out of or due to the **Grantee=s** construction or operation of Grantee=s system in the Village.

**C.** The Grantee shall pay and satisfy and shall cause to be paid and satisfied any final and non-appealable judgment, decree, order, directive, or demand, rendered, made or issued against the Grantee, the Village, its officers, boards, commissions, agents or employees arising out of or due to the Grantee=s construction or operation of Grantee=s system in the Village.

**D.** In order for the Village to assert its rights to be indemnified, defend and held harmless, the Village must:

- (1) Promptly notify Grantee in writing of any claim or legal proceeding which gives rise to such right;
- (2) Afford Grantee the opportunity to fully participate in any compromise, settlement, resolution or disposition of such claim or proceeding; and

(3) Fully cooperate in the defense of such claim and make available to Grantee all such information under its control relating thereto.

**E.** Grantee shall have the sole right to control the defense and settlement of any claim or legal proceeding that gives rise to a right of indemnity under this Section.

**F.** The Village shall not and does not by reason of the granting of this franchise assume any liability of the Grantee for injury to persons, damage to property or penalties.

**G.** This provision is not intended to create a cause of action or liability for the benefit of third parties, but is solely for the benefit of the Grantee and the Village.

## **SECTION XII** **LIABILITY INSURANCE**

**A.** Grantee shall maintain, throughout the term of this Franchise, liability insurance insuring the Grantee with regard to all damages and all obligations in Section XI above.

**B.** Upon request of the Village, Grantee shall furnish to the Village satisfactory evidence that an insurance policy has been obtained and is in full force and effect. Grantee shall deliver written notice of expiration, cancellation, reduction or material change in coverage to the Mayor or the Mayor=s designee at least thirty (30) days in advance of the effective date thereof. Such liability insurance shall be kept in full force and effect by the Grantee during the existence of this franchise and thereafter for a period of not less than twelve (12) months.

## **SECTION XIII** **CUSTOMER SERVICE STANDARDS**

Grantee shall at all times comply with the customer service standards of the FCC or the PUC, as appropriate, including without limitation those related to notifications to customers, office hours and availability, installations, outages, service calls, billing, refunds, and credits as they may be amended from time to time.

## **SECTION XIV** **PERFORMANCE STANDARDS**

**A.** The Grantee shall construct, operate and maintain its system according to the specifications of any state or federal agency having jurisdiction.

**B.** The Grantee shall at all times employ a reasonable standard of care to prevent failures or accidents which are likely to cause damages, injuries or nuisances to the public.

C. Upon request by Village with a reasonable time to comply, Grantee shall appear at a Village Council meeting to give a review of its operation, maintenance and performance during the preceding twelve (12) months. Topics which may be addressed include fees, services, application of new technologies, system technical performance, customer complaints, subsequent legal developments and others. Nothing in this subsection shall be construed as re-opening franchise negotiations.

**SECTION XV**  
**TRANSFER OR ASSIGNMENT OF FRANCHISE**

The rights granted herein shall not be transferred or assigned in whole or in part, by the Grantee without ninety (90) days advance written notice to the Village. Notwithstanding the foregoing, no notice shall be required for any transfer or assignment of the franchise to any entity controlling, controlled by or under the same common control as the Grantee. Any transferee, other than one controlling, controlled by, or under the same common control as Grantee, must show financial responsibility as determined by the FCC.

**SECTION XVI**  
**FRANCHISE RENEWAL**

This Franchise shall be renewed in accordance with applicable state and federal law.

**SECTION XVII**  
**VILLAGE'S RIGHT TO REVOKE**

A. In addition to all other rights which Village has pursuant to law or equity, the Village reserves the right to revoke, terminate or cancel this Franchise and all rights and privileges pertaining thereto in the event that:

- (1) Grantee violates any material provision of this Franchise; or
- (2) Grantee practices any fraud upon the Village; or
- (3) Grantee becomes insolvent, unable or unwilling to pay its debts, or its adjudged bankrupt or a receiver is appointed to it.

B. Grantee may appeal any revocation to a court of competent jurisdiction.

**SECTION XVIII**  
**REVOCAION PROCEDURES**

- A.** The Village shall notify the Grantee of its intention to revoke, terminate or cancel this Franchise. The written notice shall describe in reasonable detail the specific violation so as to afford Grantee an opportunity to remedy the violation.
- B.** Grantee shall have ninety (90) days subsequent to receipt of the notice in which to correct the violation before the Village may formally revoke, terminate or cancel this Franchise. Grantee may, within thirty (30) days of receipt of the notice, notify the Village that there is a dispute as to whether a violation has, in fact, occurred. Such notice by Grantee to the Village shall stay the ninety (90) day period described above.
- C.** Upon receipt by the Village of the Grantee's notification of a dispute as to whether a violation has, in fact, occurred pursuant to paragraph (B) above, the Village shall hear Grantee's dispute and shall determine whether a default or violation by Grantee has occurred. In the event the Village shall determine that a default or violation has occurred, the Village shall supplement the decision with written findings of fact.
- D.** If after hearing the dispute, Grantee has been found to be in default, Grantee shall then have ninety (90) days (or such longer period of time as may be reasonably necessary) from such a determination to remedy the violation or failure. At any time after that ninety (90) day period the Village may by formal action at a public hearing affording reasonable notice and opportunity for Grantee to be heard, revoke, terminate or cancel this Franchise if Grantee fails to cure such default.
- E.** Any such final decision of the Village may be appealed to any court of competent jurisdiction, which filing shall stay any such revocation, termination or cancellation of this Franchise.
- F.** No termination of this Franchise shall operate as a waiver or release of Grantee from any liability which arises or arose out of any act or failure to act by Grantee prior to termination.

**SECTION XIX**  
**FORCE MAJEURE**

If by reason of a Force Majeure any party is unable in whole or in part to carry out its obligations hereunder, that party shall not be deemed to be in violation or default during the continuance of such inability.

**SECTION XX**  
**SERVICE AREA**

- A.** Residents in those areas with an average density of at least thirty (30) homes per aerial mile, as measured from the nearest point of usable trunk, shall be provided service upon payment of the standard installation charge and applicable monthly fees, except that installations requiring aerial drops in excess of one hundred and twenty five (125) feet or underground drops shall be considered a non-standard installation to be charged to the subscriber at Grantee=s actual cost of installation.
- B.** Service to homes not meeting those density requirements of subsection (A) above shall be provided on a time plus material basis.
- C.** Grantee shall, upon request, make service available to all commercial establishments located within three hundred feet (300') of its useable trunk at the expense of such commercial establishment.
- D.** Grantee is not required to extend its system or construct a plant within private rights- of-way for which Grantee is unable to secure easements or other rights of access on reasonable terms and conditions.
- E.** Grantee shall not deny access to cable service to any group of potential residential cable subscribers because of the income of the residents of the local area in which such group resides.

**SECTION XXI**  
**UNAUTHORIZED CONNECTIONS OR MODIFICATIONS**

- A.** It shall be unlawful for any person, without the expressed consent of the Grantee to make any connection, extension, or division whether physically, acoustically, inductively, electronically or otherwise with or to any segment of the System for any purpose whatsoever.
- B.** It shall be unlawful for any person to willfully interfere, tamper, remove, obstruct or damage any part, segment or content of the System for any purpose whatsoever.
- C.** It shall be unlawful for any person to construct, operate or maintain a System without having first applied for and received a franchise from the Village.
- D.** Any person convicted of a violation of this Section shall be subject to all federal, state and local penalty provisions which penalty provisions are incorporated herein by reference.

**SECTION XXII**  
**FRANCHISE FEE PAYMENT**

**A.** Subject to applicable law, the Grantee shall pay to the Village a franchise fee in the amount of five percent (5%) of the Grantee's annual Gross Revenues (the Franchise Fee). The Franchise Fee shall be due quarterly and payable within forty-five (45) days of the end of each calendar quarter. The Village shall have the right to inspect, at the Grantee's business office during normal business hours, the books and financial records of the Grantee compiled in the ordinary course of business necessary to verify Franchise Fee payments. The Franchise Fee shall be deemed to reimburse the Village for the rights granted herein and for all costs of regulation and administration of the Franchise.

**B.** No acceptance of any franchise fee shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount, nor shall such acceptance of any payment be construed as a release of any claim that Village may have for further additional sums payable under this Ordinance. All amounts paid shall be subject to audit and recomputation by Village.

**C.** The period of recomputation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment is due from Grantee.

**D.** Franchise fee compensation shall accrue and become due commencing the effective date of this Ordinance.

**SECTION XXIII**  
**GOVERNMENTAL USE**

**A. City Channel**

Upon completion of the system reconstruction and upgrade, and within ninety (90) days of submission by the Village to Grantee of a written notification of activation for governmental use, Grantee will make available to the Village at no cost to the user, one (1) channel for use of the Village for non-commercial not for profit, non-competitive governmental access purposes. The notification of activation of the governmental channel shall include a schedule of the days and hours that the governmental channel will be used for governmental purposes by the Village. If the schedule is revised, the Village shall provide the revised schedule to the Grantee as soon as practicable. When the governmental channel is not in use for governmental purposes, it shall be available for Grantee's use.

The channel may be used for any governmental purpose, except that for the purposes of this Franchise only, the governmental channel shall not be used by the Village to transmit commercial programming received via satellite or other form of mass commercial distribution.

**B. City Hall Connection and Service**

As part of this franchise, Grantee shall provide to City Hall cable service and one cable service connection at the service tier most commonly subscribed to within the Village. Connection and service shall be provided by Grantee to Village without service fees or installation charges or other compensation. This service is intended to serve the public by: (a) keeping Village officials apprised of current events, news, weather, and emergency announcements; and (b) allowing Village officials to monitor cable service provision. City Hall is located at 14500 R.R. 12, Point Venture Mountain Plaza, Suite 22, Point Venture, Texas 78676.

**SECTION XXIV**  
**CONSENT APPROVALS**

Where in this document consent and/or approval of the Village is required, such consent or approval shall be timely delivered and not unreasonably withheld.

**SECTION XXV**  
**RESERVATION OF REGULATORY POWERS**  
**AND LEGAL RIGHTS**

**A.** The Village by the granting of this Franchise does not render or to any extent lose, waive, impair or lessen the lawful powers and rights, now or hereafter vested in the Village under the Constitution and statutes of the State of Texas and under the Ordinances of the Village to regulate the use of the streets by the Grantee.

**B.** The Grantee by accepting this Franchise does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights now or hereafter vested in the Grantee under the Constitution and the statutes of the State of Texas and/or the United States of America.

**SECTION XXVI**  
**ACCEPTANCE**

The Grantee shall, within thirty (30) days from the date this Franchise takes effect, file with the City Secretary of the Village a written, sworn statement signed in its name and behalf in substantially the following form:

To the Honorable Mayor of Point Venture:

Time Warner Entertainment-Advance/Newhouse Partnership, its successors and assigns, hereby accepts the attached Franchise and agrees to be bound by all of its terms and provisions.

**SECTION XXVII**

**GOVERNMENTAL FUNCTION**

All of the lawful regulations and activities required by this Franchise are hereby declared to be governmental and for the health, safety and welfare of the general public.

**SECTION XXVIII**  
**REPEALER**

All ordinances or parts of ordinances in force when the provisions of this Ordinance become effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of any such conflict.

**SECTION XXIX**  
**SEVERABILITY**

It is hereby declared to be the intention of the Village Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

**SECTION XXX**  
**PROPER NOTICE AND MEETING**

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2001, by a \_\_\_\_\_ to \_\_\_\_\_ vote of the Village Council of the Village of Point Venture, Texas.

**VILLAGE OF POINT VENTURE**

BY: \_\_\_\_\_  
TERRY HICKMAN, Mayor

ST:

\_\_\_\_\_  
te Banasik, Village Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Bojorquez, Village Attorney

**Requirements Upon Passage:**

- meeting agenda
- meeting minutes
- publisher=s affidavit (if required)
- other: \_\_\_\_\_