

Grantee, shall not be sufficient grounds to declare a forfeiture.

Upon the termination of this Franchise the Grantee shall remove its posts, poles, television transmission and distribution system and other appurtenances from the streets, lanes, sidewalks, alleys, bridges, highways and other public places in the City of Fayetteville and shall restore such streets, lanes, sidewalks, alleys, bridges, highways, and other public places to their original condition.

Section 13. The Grantee shall indemnify and hold the City harmless at all times during the term of this Franchise from and against all claims for injury and damages to persons or property, both real and personal, caused by the construction, erection, operation and maintenance of any structure, equipment, appliance or products authorized or used pursuant to authority of this Franchise.

The Grantee shall carry insurance in such form as shall protect the City and themselves from and against any and all claims for injury or damages to persons or property, both real and personal, caused by the construction, erection, operation or maintenance of any structure, equipment, appliance or products authorized or used pursuant to authority of this Franchise, and the amount of such insurance against liability due to damage to property shall be not less than One Hundred Thousand (\$100,000.00) Dollars as to any one person, and Two Hundred Thousand (\$200,000.00) Dollars as to any one accident, and against liability due to injury or death to persons One Hundred Thousand (\$100,000.00) Dollars as to any one person and Three Hundred Thousand (\$300,000.00) Dollars as to any one accident.

The Grantee, upon receipt of due notice in writing from the City shall defend, at its own expense, any action or proceeding against the City of Fayetteville in which it is claimed that personal injury or property damage arose from the Grantee's activities in the operation of its television system.

Section 14. If the Grantee shall fail to comply with any of the provisions of this grant, or default in any of its obligations, except for causes beyond the reasonable control of the Grantee as provided for in Section 12 hereof, and shall fail within thirty (30) days after written notice from the City to correct such default or non-compliance, the City Council shall have the right to revoke this Franchise and all rights of the Grantee hereunder.

Section 15. Should any section, clause or provision of this Franchise be declared invalid by a court of record, same shall not affect the validity of the Franchise as a whole or any part thereof, other than the part so declared invalid.

Section 16. This Franchise shall be non-exclusive between the City of Fayetteville and the Grantee and shall take effect and be in force for fifteen (15) years from the date of its final passage by the City Council of the City of Fayetteville and the acceptance of its terms in writing by the Grantee, or its assigns, and shall automatically renew itself for successive periods of 5 years each unless either party hereto shall give the other written notice of 60 days prior to the expiration of the current term of its intention to terminate the same in which event this Franchise shall be forthwith terminated.

Section 17. This Franchise may not be sold or assigned by Grantee (except such assignments or other instruments of transfer as may be reasonably required by such lending institutions as may do Grantee's financing) without the consent of the City.

Section 18. Grantee, its successors or assigns, agrees that it will not, directly or indirectly, engage in the business of television sales and service, or television antenna sales and service within the territory prescribed by this Franchise during its continuation.

Section 19. This ordinance is adopted in the interest of public welfare and convenience.

Section 20. Any ordinance, or part of any ordinance, in conflict with this ordinance, to the extent of such conflict, is hereby repealed.

Section 21. This ordinance shall be in full force and effect from and after its final adoption.

Adopted by a first reading and passage on the 26th day of August, 1963, and by a second reading on the 9th day of September, 1963, both of which dates were regular meeting dates of the City Council of the City of Fayetteville at which the said City Council was duly constituted as provided by law.

/s/ Wilbur Clark
Mayor

/s/ Eugene Plummer
Councilman

/s/ Ted O. Rhodes
Councilman

/s/ Charles B. C. Holt
Councilman

/s/ Luther N. Packer
Councilman

ATTEST:

/s/ Maurice W. Downs
Clerk

This Franchise is hereby accepted this 9th day of September, 1963.

FAYETTEVILLE CABLE CORPORATION
By _____, PRESIDENT

City Manager Ray reported the following bids received for winter uniform needs for the Police and Fire Departments:

Police Department

Ed. Fleishman & Bros., City	\$7,902.50
Belk-Hensdale, City	\$7,511.97
Blacks, Inc., City	\$7,222.13

Fire Department

Ed. Fleishman & Bros., City	\$2,747.90
Belk-Hensdale, City	\$1,822.01 (Did not bid on shirts)
Blacks, Inc., City	\$2,767.82

Upon motion by Councilman Holt, seconded by Councilman Rhodes, the contract for **POLICE DEPARTMENT WINTER UNIFORMS** was awarded to **BLACKS, INCORPORATED** for their low bid of \$7,222.13 by unanimous vote of the Council.

Upon motion by Councilman Packer, seconded by Councilman Holt, the contract for **FIRE DEPARTMENT WINTER UNIFORMS** was awarded to the total low bidder - **ED FLEISHMAN & BROTHERS** for their total low bid of \$2,747.90.

Council recognized Mr. George Howard, Chairman of the Airport Commission, who reported that bids for alterations to the Airport Administration Building had been received on September 5, 1963. He in turn called on Mr. Mason Hicks, Architect, to present the bids. After some discussion Councilman Rhodes moved that the sum of \$6,952.00 be transferred from the Airport Surplus Account to be used for the alterations to the Airport Administration Building. Motion seconded by Councilman Packer and unanimously approved.

Councilman Rhodes then moved that contract for alterations to the Airport Administration Building be awarded to the low bidder - Cape Fear Construction Company for their bid of \$39,952.00 including Architects fees. Motion seconded by Councilman Holt and carried unanimously.

Council heard a request from Planning Director Rumbough for a joint meeting of the Council and Planning Board to discuss a "Downtown Plan". The matter was discussed, but no definite date for a meeting was set.

City Manager Ray reported that the General Services Administration is ready to let bids for the construction of the new federal building on Green Street, but they would like to have a definite commitment from the Council on the widening of Union Street before they proceed.

Councilman Packer introduced the following resolution which was read:

RESOLUTION

WHEREAS, the United States of America is authorized by the Act of Congress of July 7, 1960 (74 Stat. 763; 40 U.S.C. 345c) to convey Government-owned real property to states or political subdivisions of states for use in an authorized widening of a public highway, street, or alley; and

WHEREAS, The City Council of the City of Fayetteville is desirous of widening Union Street from Mason Street northerly to Rowan Street to a width of fifty (50) feet, such widening to include but not be limited to the acquisition of the necessary additional land and installations of adequate street paving, curbs, gutters, and sidewalks; and

WHEREAS, such widening will be of benefit to the City as a whole, as well as to the owners of the adjacent property; and

WHEREAS, if the United States of America will convey to the City the necessary land from the federal building site on Union Street for use in widening the street at that location, the City Council is willing to authorize and direct acquisition of the other parcels of land required for widening of the street in the rest of the block, and the installation of adequate street paving, curbs, gutters, and sidewalks to effectuate such widening; and

WHEREAS, the City has adequate funds available to defray the cost and expense of such widening,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, that the widening of Union Street to a width of fifty (50) feet from Mason Street northerly to Rowan Street is hereby approved, and the City Manager is hereby authorized and directed to take the necessary action to accomplish this at the cost and expense of the City, which shall include but not be limited to, the acquisition of the necessary land or interests in land and the installation by contract of adequate street paving, curbs, gutters, storm drains, sidewalks, and appurtenances to accomplish such widening, and to enter into an agreement with the United States of America, acting by and through General Services Administration, for conveyance to the City of the following described parcel of land forming a portion of the Federal building site for use in the widening of Union Street, on condition that the City will thereafter widen