

ORDINANCE NO. 1316

AN ORDINANCE TO AMEND TITLE V OF THE MUNICIPAL CODE OF THE CITY OF LAS VEGAS, NEVADA, 1960 EDITION, BY ADDING THERETO A NEW CHAPTER, TO BE DESIGNATED CHAPTER 32, PROVIDING FOR THE GRANTING OF FRANCHISES FOR COMMUNITY ANTENNA TELEVISION SYSTEMS; PROVIDING TERMS AND CONDITIONS FOR THE OPERATION OF SUCH COMMUNITY ANTENNA TELEVISION SYSTEMS AND FEES THEREFOR; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; PROVIDING PENALTIES FOR THE VIOLATION HEREOF; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.

THE BOARD OF COMMISSIONERS OF THE CITY OF LAS VEGAS, NEVADA, DOES ORDAIN AS FOLLOWS:

SECTION 1. Title V of the Municipal Code of the City of Las Vegas, Nevada, 1960 Edition, is hereby amended by adding thereto a new chapter to be designated Chapter 32, to read as follows:

5-32-1: DEFINITIONS: For the purposes of this chapter, the following terms, phrases, words, abbreviations, 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.

- (a) "City" shall mean the City of Las Vegas, a municipal corporation of the State of Nevada, in its present incorporated form or in any later reorganized, consolidated, enlarged or re-incorporated form.
- (b) "Commission" shall mean the present governing body of the City or any future board constituting the legislative body of the City.
- (c) "Franchise" shall mean and include any authorization granted hereunder in terms of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a CATV system in the City.
- (d) "Grantee" shall mean the person, firm or corporation to whom or which a franchise, as hereinabove defined, is granted by the Commission under this chapter, and the lawful successor, transferee or assignee of said person, firm or corporation.
- (e) "Street" shall mean the surface of and the space above and below any public street, road, highway, freeway, lane, path, alley, court, sidewalk, parkway, or drive, now or hereafter existing as such within the City.

- (f) "Property of grantee" shall mean all property owned, installed or used by a grantee in the conduct of a CATV business in the City under the authority of a franchise granted pursuant to this chapter.
- (g) "CATV" shall mean a community antenna television system as hereinafter defined.
- (h) "Community Antenna Television System" shall mean a system of antenna, coaxial cables, wires, wave guides, or other conductors, equipment or facilities designed, constructed or used for the purpose of providing television or FM radio service by cable or through its facilities as herein contemplated. CATV shall not mean or include the transmission of any special program or event for which a separate and distinct charge is made to the subscriber in the manner commonly known and referred to as "pay television".
- (i) "Subscriber" shall mean any person or entity receiving for any purpose the CATV service of a grantee.
- (j) "Gross Annual Receipts" shall mean any and all compensation and other consideration in any form whatever and any contributing grant or subsidy received directly or indirectly by a grantee from subscribers or users in payment for television or FM radio signals or service received within the City.

Gross Annual Receipts shall not include any taxes on services furnished by the grantee imposed directly on any subscriber or user by any city, state or other governmental unit and collected by the grantee for such governmental unit.

5-32-2: EXCLUSIVE USE OF TELEPHONE FACILITIES: When and in the event that the grantee of any franchise granted hereunder constructs, operates and maintains a CATV system exclusively through telephone company facilities constructed, operated and maintained pursuant to a state-granted telephone franchise and offers satisfactory proof that in no event during the life of such franchise shall the grantee make any use of the streets independently of such telephone company facilities, said grantee shall

be required to comply with all of the provisions hereof as a "licensee" and in such event whenever the term "grantee" is used herein it shall be deemed to mean and include "licensee".

- 5-32-3: FRANCHISE TO OPERATE: A nonexclusive franchise to construct, operate and maintain a CATV system within all or any portion of the City may be granted by the Commission to any person, firm or corporation, whether operating under an existing franchise or not, who or which offers to furnish and provide such system under and pursuant to the terms and provisions of this chapter.

No provision of this chapter may be deemed or construed as to require the granting of a franchise when in the opinion of the Commission it is in the public interest to restrict the number of grantees to one or more.

- 5-32-4: USES PERMITTED BY GRANTEE: Any franchise granted pursuant to the provisions of this chapter shall authorize and permit the grantee to engage in the business of operating and providing a CATV system in the City, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain and retain in, on, over, under, upon, across and along any public street, such poles, wires, cable, conductors, ducts, conduit, vaults, man-holes, amplifiers, appliances, attachments, and other property as may be necessary and appurtenant to the CATV system; and in addition, so to use, operate, and provide similar facilities or properties rented or leased from other persons, firms or corporations, including but not limited to any public utility or other grantee franchised or permitted to do business in the City.

No franchise granted hereunder shall be construed as a franchise, permit or license to transmit any special program or event for which a separate and distinct charge is made to the subscriber in the manner commonly known and referred to as "pay television," and no grantee shall directly or indirectly install, maintain or operate on any television set a coin box or any other device or means for collection of money for individual programs.

The grantee may make a charge to subscribers for installation or connection to its CATV system and a fixed monthly charge as filed and approved as herein provided. No increase in the rates and charges to subscribers, as set forth in the schedule filed and approved with grantee's application, may be made without the prior approval of the Commission expressed by resolution.

5-32-5: DURATION OF FRANCHISE: No franchise granted by the Commission under this chapter shall be for a term longer than twenty (20) years following the date of acceptance of such franchise by the grantee or the renewal thereof.

Any such franchise granted hereunder may be terminated prior to its date of expiration by the Commission in the event that said Commission shall have found, after thirty (30) days' notice of any proposed termination and public hearing, that:

(a) the grantee has failed to comply with any provision of this chapter, or has, by act or omission, violated any term or condition of any franchise or permit issued hereunder; or

(b) any provision of this chapter has become invalid or unenforceable and the Commission further finds that such provision constitutes a consideration material to the grant of said franchise; or

(c) the City acquires the CATV system property of the grantee.

5-32-6: FRANCHISE PAYMENTS: Any grantee granted a franchise under this chapter shall pay to the City, during the life of such franchise, a sum equal to five per cent (5%) of the gross annual receipts of the grantee. Such payment by the grantee to the City shall be made annually, or as otherwise provided in the grantee's franchise, by delivery of the same to the Director of License and Revenue.

The grantee shall file with the City, within thirty (30) days after the expiration of any calendar year or portion thereof during which such franchise is in force, a financial statement prepared by a certified public accountant, or person otherwise satisfactory

to the Commission, showing in detail the gross annual receipts, as defined herein, of grantee during the preceding calendar year or portion thereof. It shall be the duty of the grantee to pay to the City, within fifteen (15) days after the time for filing such statements, the sum hereinabove prescribed or any unpaid balance thereof for the calendar year or portion thereof covered by such statements.

In any year, or portion thereof, following the first full year service has been provided and during which payments under this section amount to less than One Thousand Two Hundred (\$1,200.00) Dollars per year, grantee shall pay the City as a minimum an amount equal to One Hundred (\$100.00) Dollars per year.

The City shall have the right to inspect the grantee's records showing the gross receipts from which its franchise payments are computed and the right of audit and recomputation of any and all amounts paid under this chapter. No acceptance of any payment shall be construed as a release or as an accord and satisfaction of any claim the City may have for further or additional sums payable under this chapter or for the performance of any other obligation hereunder.

In the event of any holding over after expiration or other termination of any franchise granted hereunder, without the consent of the City, the grantee shall pay to the City reasonable compensation and damages, of not less than one hundred per cent (100%) of its total gross profits during said period.

5-32-7: LIMITATIONS OF FRANCHISE:

(a) Any franchise granted under this chapter shall be non-exclusive.

(b) No privilege or exemption shall be granted or conferred by any franchise granted under this chapter except those specifically prescribed herein.

(c) Any privilege claimed under any such franchise by the grantee in any street or other public property shall be subordinate to any prior lawful occupancy of the streets or other public property.

(d) Any such franchise shall be a privilege to be held in personal trust by the original grantee. It cannot in any event be sold, transferred, leased, assigned or disposed of, in whole or in part, either by forced or involuntary sale, or by voluntary sale, merger, consolidation or otherwise, without the prior consent of the Commission expressed by resolution, and then only under such conditions as may therein be prescribed. Any such transfer or assignment shall be made only by an instrument in writing, a duly executed copy of which shall be filed in the office of the City Clerk within thirty (30) days after any such transfer or assignment. The said consent of the Commission may not be arbitrarily refused; provided, however, the proposed assignee must show financial responsibility and must agree to comply with all provisions of this chapter; and provided, further, that no such consent shall be required for a transfer in trust, mortgage or other hypothecation as a whole, to secure an indebtedness.

(e) Time shall be of the essence of any such franchise granted hereunder. The grantee shall not be relieved of his obligation to comply promptly with any of the provisions of this chapter or by any failure of the City to enforce prompt compliance.

(f) Any right or power in, or duty impressed upon, any officer, employee, department, or board of the City shall be subject to transfer by the City to any other officer, employee, department, or board of the City.

(g) The grantee shall have no recourse whatsoever against the City for any loss, cost, expense, or damage arising out of any provision or requirement of this chapter or of any franchise issued hereunder or because of its enforcement.

(h) The grantee shall be subject to all requirements of City ordinances, rules, regulations and specifications heretofore or hereafter enacted or established.

(i) Any such franchise granted shall not relieve the grantee of any obligation involved in obtaining pole space from any

department of the City, utility company, or from others maintaining poles in streets.

(j) Any franchise granted hereunder shall be in lieu of any and all other rights, privileges, powers, immunities, and authorities owned, possessed, controlled, or exercisable by grantee, or any successor to any interest of grantee, of or pertaining to the construction, operation, or maintenance of any CATV system in the City; and the acceptance of any franchise hereunder shall operate, as between grantee and the City, as an abandonment of any and all of such rights, privileges, powers, immunities, and authorities within the City, to the effect that, as between grantee and the City, any and all construction, operation and maintenance by any grantee of any CATV system in the City shall be, and shall be deemed and construed in all instances and respects to be, under and pursuant to said franchise, and not under or pursuant to any other right, privilege, power, immunity, or authority whatsoever.

5-32-8: RIGHTS RESERVED TO THE CITY:

(a) Nothing herein shall be deemed or construed to impair or affect, in any way, to any extent, the right of the City to acquire the property of the grantee, either by purchase or through the exercise of the right of eminent domain, at a fair and just value, which shall not include any amount for the franchise itself or for any of the rights or privileges granted, and nothing herein contained shall be construed to contract away or to modify or abridge, either for a term or in perpetuity, the City's right of eminent domain.

(b) There is hereby reserved to the City every right and power which is required to be herein reserved or provided by any ordinance of the City, and the grantee, by its acceptance of any franchise, agrees to be bound thereby and to comply with any action or requirements of the City in its exercise of such

rights or power, heretofore or hereafter enacted or established.

(c) Neither the granting of any franchise hereunder nor any of the provisions contained herein shall be construed to prevent the City from granting any identical, or similar, franchise to any other person, firm or corporation, within all or any portion of the City.

(d) There is hereby reserved to the City the power to amend any section or part of this chapter so as to require additional or greater standards of construction, operation, maintenance or otherwise, on the part of the grantee.

(e) Neither the granting of any franchise nor any provision hereof shall constitute a waiver or bar to the exercise of any governmental right or power of the City.

(f) The Commission may do all things which are necessary and convenient in the exercise of its jurisdiction under this chapter and may determine any question of fact which may arise during the existence of any franchise granted hereunder. The City Manager is hereby authorized and empowered to adjust, settle, or compromise any controversy or charge arising from the operations of any grantee under this chapter, either on behalf of the City, the grantee, or any subscriber, in the best interest of the public. Either the grantee or any member of the public who may be dissatisfied with the decision of the City Manager may appeal the matter to the Commission for hearing and determination. The Commission may accept, reject or modify the decision of the City Manager, and the Commission may adjust, settle or compromise any controversy or cancel any charge arising from the operations of any grantee or from any provision of this chapter.

5-32-9: PERMITS, INSTALLATION AND SERVICE:

(a) Within thirty (30) days after acceptance of any franchise the grantee shall proceed with due diligence to obtain all necessary permits and authorizations which are required in the conduct of its business, including, but not limited to,

any utility joint use attachment agreements, microwave carrier licenses, and any other permits, licenses and authorizations to be granted by duly constituted regulatory agencies having jurisdiction over the operation of CATV systems, or their associated microwave transmission facilities.

(b) Within ninety (90) days after obtaining all necessary permits, licenses and authorizations, grantee shall commence construction and installation of the CATV system.

(c) Within ninety (90) days after the commencement of construction and installation of the system, grantee shall proceed to render service to subscribers, and the completion of the construction and installation shall be pursued with reasonable diligence thereafter, so that service to all areas designated on the map accompanying the application for franchise, as provided in Section 20 hereof, shall be provided within one (1) year from the date that service was first provided.

(d) Failure on the part of the grantee to commence and diligently pursue each of the foregoing requirements and to complete each of the matters set forth herein, shall be grounds for termination of such franchise, under and pursuant to the terms of Section 5 hereof; provided, however, that the Commission in its discretion may extend the time for the commencement and completion of construction and installation for additional periods in the event the grantee, acting in good faith, experiences delays by reason of circumstances beyond his control.

5-32-10: LOCATION OF PROPERTY OF GRANTEE:

(a) Any poles, wires, cable lines, conduits or other properties of the grantee to be constructed or installed in streets shall be installed underground in such manner as shall be approved by the Director of Public Works acting in the exercise of his reasonable discretion.

(b) The grantee shall not install or erect any facilities or

apparatus in or on other public property, places or rights-of-way, or within any privately-owned area within the City which has not yet become a public street but is designated or delineated as a proposed public street on any tentative subdivision map approved by the City, except those installed or erected upon public utility facilities now existing, without obtaining the prior written approval of the Director of Public Works.

(c) In all areas of the City the transmission or distribution facilities shall be placed underground. For the purpose of this subsection, "underground" shall include a partial underground system, e.g., streamlining. Amplifiers in grantee's transmission and distribution lines may be in appropriate housings upon the surface of the ground as approved by the Director of Public Works.

5-32-11: REMOVAL AND ABANDONMENT OF PROPERTY OF GRANTEE:

(a) In the event that the use of any part of the CATV system is discontinued for any reason for a continuous period of twelve (12) months, or in the event such system or property has been installed in any street or public place without complying with the requirements of grantee's franchise or this chapter, or the franchise has been terminated, cancelled or has expired, the grantee shall promptly, upon being given ten (10) days' notice, remove from the streets or public places all such property and poles of such system other than any which the Director of Public Works may permit to be abandoned in place. In the event of such removal, the grantee shall promptly restore the street or other area from which such property has been removed to a condition satisfactory to the Director of Public Works.

(b) Any property of the grantee remaining in place thirty (30) days after the termination or expiration of the franchise shall be considered permanently abandoned. The Director of Public Works may extend such time not to exceed an additional thirty (30) days.

(c) Any property of the grantee to be abandoned in place shall be abandoned in such manner as the Director of Public Works shall prescribe. Upon permanent abandonment of the property of the grantee in place, the property shall become that of the City, and the grantee shall submit to the Director of Public Works an instrument in writing, to be approved by the City Attorney, transferring to the City the ownership of such property.

5-32-12: CHANGES REQUIRED BY PUBLIC IMPROVEMENTS: The grantee shall, at its expense, protect, support, temporarily disconnect, relocate in the same street or other public place, or remove from the street or other public place, any property of the grantee when required by the Director of Public Works by reason of traffic conditions, public safety, street vacation, freeway and street construction, change or establishment of street grade, installation of sewers, drains, water pipes, power lines, signal lines, and tracks or any other type of structures or improvements by public agencies; provided, however, that the grantee shall in all such cases have the privilege and be subject to the obligations to abandon any property of the grantee in place, as provided in Section 11 hereof.

5-32-13: FAILURE TO PERFORM STREET WORK: Upon failure of the grantee to commence, pursue, or complete any work required by law or by the provisions of this chapter or by its franchise to be done in any street or other public place, within the time prescribed, and to the satisfaction of the Director of Public Works, the Director of Public Works may, at his option, cause such work to be done and the grantee shall pay to the City the cost thereof in the itemized amounts reported by the Director of Public Works to the grantee within thirty (30) days after receipt of such itemized report.

5-32-14: FAITHFUL PERFORMANCE BOND:

(a) The grantee shall, concurrently with the filing of and acceptance of award of any franchise granted under this chapter, file with the City Clerk, and at all times thereafter maintain in full force and effect for the term of such franchise or any renewal thereof, at grantee's sole expense, a corporate surety bond in a company and in a form approved by the City Attorney, in the amount of Fifteen Thousand (\$15,000.00) Dollars, renewable annually, and conditioned upon the faithful performance of grantee, and upon further condition that in the event grantee shall fail to comply with any one or more of the provisions of this chapter, or of any franchise issued to the grantee hereunder, there shall be recoverable jointly and severally from the principal and surety of such bond any damages or loss suffered by the City as a result thereof, including the full amount of any compensation, indemnification, or cost of removal or abandonment of any property of the grantee as prescribed hereby which may be in default, plus a reasonable allowance for attorneys' fees and costs, up to the full amount of the bond; said condition to be a continuing obligation for the duration of such franchise and any renewal thereof and thereafter until the grantee has liquidated all of its obligations with the City that may have arisen from the acceptance of said franchise or renewal by the grantee or from its exercise of any privilege therein granted. The bond shall provide that thirty (30) days' prior written notice of intention not to renew, cancellation, or material change, be given to the City.

(b) Neither the provisions of this section nor any bond accepted by the City pursuant hereto, nor any damages recovered by the City thereunder, shall be construed to excuse faithful performance by the grantee or limit the liability of the grantee under any franchise issued hereunder or for damages, either to

the full amount of the bond or otherwise.

5-32-15: INDEMNIFICATION OF CITY:

(a) The grantee shall, concurrently with the filing of an acceptance of award of any franchise granted under this chapter, furnish to the City and file with the City Clerk, and at all times during the existence of any franchise granted hereunder, maintain in full force and effect, at its own cost and expense, a liability insurance policy in the amount of Three Hundred Thousand (\$300,000.00) Dollars in a company approved by the City Manager and in a form satisfactory to the City Attorney, indemnifying and saving harmless the City, its officers and employees, from and against any and all claims, demands, actions, suits, and proceedings by others, against all liability to others, including but not limited to any liability for damages by reason of or arising out of any failure by the grantee to secure consents from the owners, authorized distributors or licensees of programs to be delivered by the grantee's CATV system, and against any loss, cost, expense and damages resulting therefrom, including reasonable attorney's fees, arising out of the exercise or enjoyment of its franchise, irrespective of the amount of the comprehensive liability insurance policy required hereunder.

(b) The grantee shall, concurrently with the filing of an acceptance of award of any franchise granted under this chapter, furnish to the City and file with the City Clerk, and at all times during the existence of any franchise granted hereunder, maintain in full force and effect, at its own cost and expense, a general comprehensive liability insurance policy, in protection of the City, its officers, boards, commissions, agents and employees, in a company approved by the City Manager and a form satisfactory to the City Attorney, protecting the City and all persons against liability for loss or damage for personal injury, death and property damage, occasioned by the operations of grantee under such

franchise, with minimum liability limits of Three Hundred Thousand (\$300,000.00) Dollars for personal injury or death of any one person and Five Hundred Thousand (\$500,000.00) Dollars for personal injury or death of two or more persons in any one occurrence, and Fifty Thousand (\$50,000.00) Dollars for damage to property resulting from any one occurrence.

(c) The policies mentioned in the foregoing paragraph shall name the City, its officers, boards, commissions, agents and employees, as additional insured and shall contain a provision that a written notice of cancellation or reduction in coverage of said policy shall be delivered to the City ten (10) days in advance of the effective date thereof; if such insurance is provided by a policy which also covers grantee or any other entity or person other than those above named, then such policy shall contain the standard cross-liability endorsement.

5-32-16: INSPECTION OF PROPERTY AND RECORDS:

(a) At all reasonable times, the grantee shall permit any duly authorized representative of the City to examine all property of the grantee, together with any appurtenant property of the grantee situated within or without the City, and to examine and transcribe any and all maps and other records kept or maintained by the grantee or under its control which deal with the operations, affairs, transactions or property of the grantee with respect to its franchise. If any such maps or records are not kept in the City, or upon reasonable request made available in the City, and if the Commission shall determine that an examination thereof is necessary or appropriate, then all travel and maintenance expense necessarily incurred in making such examination shall be paid by the grantee.

(b) The grantee shall prepare and furnish to the Director of Public Works and the Director of Finance at the times and in the form prescribed by either of said officers, such reports with respect to its operations, affairs, transactions or property, as may

be reasonably necessary or appropriate to the performance of any of the rights, functions or duties of the City or any of its officers in connection with the franchise.

(c) The grantee shall at all times make and keep in the City full and complete plans and records showing the exact location of all CATV system equipment installed or in use in streets and other public places in the City.

(d) The grantee shall file with the Director of Public Works, on or before the last day in June of each year, a current map or set of maps drawn to scale, showing all CATV system equipment installed and in place in streets and other public places of the City.

5-32-17: OPERATIONAL STANDARDS: The CATV system shall be installed and maintained in accordance with the highest and best accepted standards of the industry to the effect that subscribers shall receive the highest possible service. In determining the satisfactory extent of such standards the following among others shall be considered:

(a) That the system be installed using all band equipment capable of passing the entire VHF and FM spectrum, and that it have the further capability of converting UHF for distribution to subscribers on the VHF band.

(b) That the system, as installed, be capable of passing standard color TV signals without the introduction of material degradation on color fidelity and intelligence.

(c) That the system and all equipment be designed and rated for 24-hour per day continuous operation.

(d) That the system provides a nominal signal level of 2000 microvolts at the input terminals of each TV receiver.

(e) That the system signal-to-noise ratio is not less than 40 decibels.

(f) That hum modulation of the picture signal is less than five per cent (5%).

(g) That the system use components having a VSWR of 1.4 or less.

5-32-18: MISCELLANEOUS PROVISIONS:

(a) When not otherwise prescribed herein, all matters herein required to be filed with the City shall be filed with the City Clerk.

(b) The grantee shall maintain an office within the City limits or at a location which subscribers may call without incurring added message or toll charges so that CATV maintenance service shall be promptly available to subscribers.

(c) No person, firm or corporation in the existing service area of the grantee shall be arbitrarily refused service; provided, however, that the grantee shall not be required to provide service to any subscriber who does not pay the applicable connection fee or monthly service charge.

5-32-19: APPLICATION FOR FRANCHISE:

(a) Application for a franchise hereunder shall be in writing, shall be filed with the City Clerk, and shall contain the following information:

1. The name and address of the applicant. If the applicant is a partnership, the name and address of each partner shall also be set forth. If the applicant is a corporation, the application shall also state the names and addresses of its directors, main offices, major stockholders and associates, and the names and addresses of parent and subsidiary companies.

2. A statement and description of the CATV system proposed to be constructed, installed, maintained or operated by the applicant; the proposed location of such system and its various components; the manner in which applicant proposes to construct, install, maintain and operate the same; and, particularly, the extent and manner in which existing or future poles or other

facilities of other public utilities will be used for such system.

3. A description, in detail, of the public streets, public places and proposed public streets within which applicant proposes or seeks authority to construct, install or maintain any CATV equipment or facilities; a detailed description of the equipment or facilities proposed to be constructed, installed or maintained therein; and the proposed specific location thereof.

4. A map specifically showing and delineating the proposed service area or areas within which applicant proposes to provide CATV services and for which a franchise is requested.

5. A statement or schedule in a form approved by the City Manager of proposed rates and charges to subscribers for installation and services, and a copy of proposed service agreement between the grantee and its subscribers shall accompany the application. For unusual circumstances, such as more than one hundred fifty (150) feet of distance from cable to connection of service to subscribers, an additional installation charge over that normally charged for installation as specified in the applicant's proposal may be charged, with easements to be supplied by subscribers. For remote, relatively inaccessible subscribers within the City, service may be made available on the basis of cost of materials, labor, and easements if required by the grantee.

6. A copy of any contract, if existing, between the applicant and any public utility providing for the use of facilities of such public utility, such as lines or conduits.

7. A statement setting forth all agreements and understandings, whether written, oral or implied, existing

between the applicant and any person, firm or corporation with respect to the proposed franchise or the proposed CATV operation. If a franchise is granted to a person, firm or corporation posing as a front or as the representative of another person, firm or corporation, and such information is not disclosed in the original application, such franchise shall be deemed void and of no force and effect whatsoever.

8. A financial statement prepared by a certified public accountant, or person otherwise satisfactory to the Commission, showing applicant's financial status and his financial ability to complete the construction and installation of the proposed CATV system.

9. The Commission may at any times demand, and applicant shall provide, such supplementary, additional or other information as the Commission may deem reasonably necessary to determine whether the requested franchise should be granted.

(b) Upon consideration of any such application, the Commission may refuse to grant the requested franchise or the Commission may by ordinance grant a franchise for a CATV system to any such applicant as may appear from said application to be in its opinion best qualified to render proper and efficient CATV service to television viewers and subscribers in the City. The Commission's decision in the matter shall be final. If favorably considered, the application submitted shall constitute and form a part of the franchise as granted.

(c) Any franchise granted pursuant to this chapter shall include the following condition:

"The CATV system herein franchised shall be used and operated solely and exclusively for the purpose expressly authorized by ordinance of the City of Las Vegas and no other purpose whatsoever."

Inclusion of the foregoing statement in any such franchise shall not be deemed to limit the authority of the City to include any other reasonable condition, limitation or restriction which it may deem necessary to impose in connection with such franchise pursuant to the authority conferred by this chapter.

5-32-20: FRANCHISE RENEWAL: Any franchise granted under this chapter is renewable at the application of the grantee, in the same manner and upon the same terms and conditions as required herein for obtaining the original franchise, except those which are by their terms expressly inapplicable; provided, however, that the Commission may at its option waive compliance with any or all of the requirements of Section 19 hereof.

5-32-21: ACCEPTANCE AND EFFECTIVE DATE OF FRANCHISE:

(a) No franchise granted pursuant to the provisions of this chapter shall become effective unless and until the ordinance granting same has become effective and, in addition, unless and until all things required in this Section and Sections 14, 15(a) and 15(b) hereof are done and completed, all of such things being hereby declared to be conditions precedent to the effectiveness of any such franchise granted hereunder. In the event any of such things are not done and completed in the time and manner required, the Commission may declare the franchise null and void.

(b) Within thirty (30) days after the effective date of the ordinance awarding a franchise, or within such extended period of time as the Commission in its discretion may authorize, the grantee shall file with the City Clerk his written acceptance, in form satisfactory to the City Attorney, of the franchise, together with the bond and insurance policies required by Sections 14, 15(a) and 15(b) hereof, respectively, and his agreement to

be bound by and to comply with and to do all things required of him by the provisions of this chapter and the franchise. Such acceptance and agreement shall be acknowledged by the grantee before a notary public, and shall in form and content be satisfactory to and approved by the City Attorney.

5-32-22; VIOLATIONS:

(a) From and after the effective date of this chapter, it shall be unlawful for any person to establish, operate or to carry on the business of distributing to any persons in this City any television signals or radio signals by means of a CATV system unless a franchise therefor has first been obtained pursuant to the provisions of this chapter, and unless such franchise is in full force and effect.

(b) From and after the effective date of this chapter, it shall be unlawful for any person to construct, install or maintain any public street in the City, or within any other public property of the City, or within any privately-owned area within the City which has not yet become a public street but is designated or delineated as a proposed public street on any tentative subdivision map approved by the City, any equipment or facilities for distributing any television signals or radio signals through a CATV system, unless a franchise authorizing such use of such street or property or area has first been obtained pursuant to the provisions of this chapter, and unless such franchise is in full force and effect.

(c) It shall be unlawful for any person, firm or corporation to make any unauthorized connection, whether physically, electrically, acoustically, inductively or otherwise, with any part of a franchised CATV system within this City for the purpose of taking or receiving television signals, radio signals, pictures, programs, or sound.

(d) It shall be unlawful for any person, firm or corporation

to make any unauthorized connection, whether physically, electrically, acoustically, inductively or otherwise, with any part of a franchised CATV system within this City for the purpose of enabling himself or others to receive any television signal, radio signal, picture, program or sound, without payment to the owner of said system.

(e) It shall be unlawful for any person, without the consent of the owner, to wilfully tamper with, remove or injure any cables, wires or equipment used for distribution of television signals, radio signals, pictures, programs or sound.

5-32-23: SEVERABILITY: If any section, subsection, sentence, clause or phrase of this chapter is for any reason held illegal, invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The Commission hereby declares that it would have passed this chapter and each section, subsection, sentence, clause, and phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional. The invalidity of any portion of this chapter shall not abate, reduce or otherwise affect any consideration or other obligation required of the grantee of any franchise granted hereunder.

5-32-24: EFFECTIVE DATE: This chapter shall become effective thirty (30) days from and after its passage.

SECTION 2. Any person, firm or corporation violating any of the provisions of this ordinance shall, upon conviction thereof, be punished by a fine of not more than \$500.00 and/or imprisonment in the city jail for not more than six (6) months, or any combination of such fine and imprisonment. Every day of such violation shall constitute a separate offense.

SECTION 3. All ordinances or parts of ordinances, sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City

of Las Vegas, Nevada, 1960 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED AND APPROVED this 17th day of July,

1968.

Oran K. Gragson
ORAN K. GRAGSON, Mayor

ATTEST:

Edwina M. Cole
EDWINA M. COLE, City Clerk

The above and foregoing ordinance was first proposed and read by title to the Board of Commissioners on the 21st day of February, 1968, and referred to the following committee composed of Commissioners Howery and Mirabelli for recommendation; thereafter the said committee reported favorably on said ordinance on the 17th day of July, 1968, which was a regular meeting of said Board; that at said regular meeting the proposed ordinance was read by title to the Board of Commissioners, as amended, and adopted by the following vote:

VOTING "AYE": Commissioners Mirabelli, Stewart, Corey, Howery and
Mayor Gragson

VOTING "NAY" None ABSENT: None

APPROVED:

Oran K. Gragson
ORAN K. GRAGSON, Mayor

ATTEST:

Edwina M. Cole
EDWINA M. COLE, City Clerk

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA,
COUNTY OF CLARK { ss.

ROBERT E. HUNTER

, being first duly sworn,

deposes and says: That he is FOREMAN of the
LAS VEGAS SUN, a daily newspaper of general circulation, printed and published
at Las Vegas, in the County of Clark, State of Nevada, and that the attached was
continuously published in said newspaper for a period of

2 consecutive Saturdays

from July 27, 1968 to August 3, 1968

inclusive, being the issues of said newspaper for the following dates, to-wit:

July 27, August 3, 1968

That said newspaper was regularly issued and circulated on each of the dates
above named.

Signed

Robert E. Hunter

Subscribed and sworn to before me this 3rd
day of August, 1968

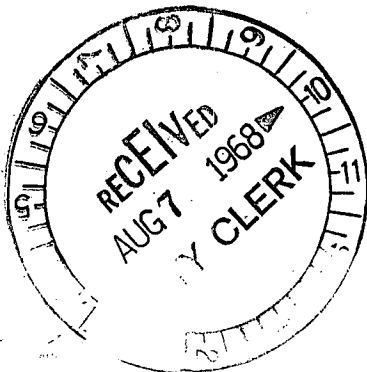
Ruth V. Deskin

Notary Public in and for Clark County, Nevada

Notary Public — State of Nevada

My Commission Expires April 14, 1969

My Commission Expires



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ORDINANCE NO. 1316

Amended
AN ORDINANCE TO AMEND TITLE V OF THE MUNICIPAL CODE OF THE CITY OF LAS VEGAS, NEVADA, 1960 EDITION, BY ADDING THERETO A NEW CHAPTER, TO BE DESIGNATED CHAPTER 32, PROVIDING FOR THE GRANTING OF FRANCHISES FOR COMMUNITY ANTENNA TELEVISION SYSTEMS; PROVIDING TERMS AND CONDITIONS FOR THE OPERATION OF SUCH COMMUNITY ANTENNA TELEVISION SYSTEMS AND FEES THEREFOR; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; PROVIDING PENALTIES FOR THE VIOLATION HEREOF; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.

THE BOARD OF COMMISSIONERS OF THE CITY OF LAS VEGAS, NEVADA, DOES ORDAIN AS FOLLOWS:

SECTION 1. Title V of the Municipal Code of the City of Las Vegas, Nevada, 1960 Edition, is hereby amended by adding thereto a new chapter to be designated Chapter 32, to read as follows:

5-32-1:

DEFINITIONS: For the purposes of this chapter, the following terms, phrases, words, abbreviations, 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.

(a) "City" shall mean the City of Las Vegas, a municipal corporation of the State of Nevada, in its present incorporated form or in any later reorganized, consolidated, enlarged, or re-incorporated form.

(b) "Commission" shall mean the present governing body of the City or any future board constituting the legislative body of the City.

(c) "Franchise" shall mean and include any authorization granted hereunder in terms of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a CATV system in the City.

(d) "Grantee" shall mean the person, firm or corporation to whom or which a franchise, as hereinabove defined, is granted by the Commission under this chapter, and the lawful successor, transferee or assignee of said person, firm or corporation.

(e) "Street" shall mean the surface of and the space above and below any public street, road, highway, freeway, lane, path, alley, court, sidewalk, parkway, or drive, now or hereafter existing as such within the City.

(f) "Property of grantee" shall mean all property owned, installed or used by a grantee in the conduct of a CATV business in the City under the authority of a franchise granted pursuant to this chapter.

(g) "CATV" shall mean a community antenna television system as hereinafter defined.

(h) "Community Antenna Television System" shall mean a system of antenna, coaxial cables, wires, wave guides, or other conductors, equipment or facilities designed, constructed or used for the purpose of providing television or FM radio service by cable or through its facilities as herein contemplated. CATV shall not mean or include the transmission of any special program or event for which a separate and distinct charge is made to the subscriber in the manner commonly known and referred to as "pay television."

(i) "Subscriber" shall mean any person or entity receiving for any purpose the CATV service of a grantee.

(j) "Gross Annual Receipts" shall mean any and all compensation and other consideration in any form whatever and any contributing grant or subsidy received directly or indirectly by a grantee from subscribers or users in payment for television or FM radio signals or service received within the City.

Gross Annual Receipts shall not include any taxes on services furnished by the grantee, imposed directly on any subscriber or user by any City, state or other governmental unit and collected by the grantee for such governmental unit.

5-32-2:

EXCLUSIVE USE OF TELEPHONE FACILITIES: When and in the event that the grantee of any franchise granted hereunder constructs, operates and maintains a CATV system exclusively through telephone company facilities constructed, operated and maintained pursuant to a state-granted telephone franchise and offers satisfactory proof that in no event during the life of such franchise shall the grantee make any use of the streets independently of such telephone company facilities, said grantee shall be required to comply with all of the provisions hereof as a "licensee" and in such event whenever the term "grantee" is used herein it shall be deemed to mean and include "licensee."

5-32-3:

FRANCHISE TO OPERATE: A nonexclusive franchise to construct, operate and maintain a CATV system within all or any portion of the City may be granted by the Commission to any person, firm or corporation, whether operating under an existing franchise or not, who or which offers to furnish and provide such system under and pursuant to the terms and provisions of this chapter.

No provision of this chapter may be deemed or construed as to require the granting of a franchise when in the opinion of the Commission it is in the public interest to restrict the number of grantees to one or more.

5-32-4:

USES PERMITTED BY GRANTEE: Any franchise granted pursuant to the provisions of this chapter shall authorize and permit the grantee to engage in the business of operating and providing a CATV system in the City, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain and retain in, on, over, under, upon, across and along any public street, such poles, wires, cable, conductors, ducts, conduit, vaults, manholes, amplifiers, appliances, attachments, and other property as may be necessary and appurtenant to the CATV system; and in addition, so to use, operate, and provide similar facilities or properties rented or leased from other persons, firms or corporations, including but not limited to any public utility or other grantee franchised or permitted to do business in the City.

No franchise granted hereunder shall be construed as a franchise, permit or license to transmit any special program or event for which a separate and distinct charge is made to the subscriber in the manner commonly known and referred to as "pay television," and no grantee shall directly or indirectly install, maintain or operate on any television set a coin box or any other device or means for collection of money for individual programs.

The grantee may make a charge to subscribers for installation or connection to its CATV system and a fixed monthly charge as filed and approved as herein provided. No increase in the rates and charges to subscribers, as set forth in the schedule filed and approved with grantee's application, may be made without the prior approval of the Commission expressed by resolution.

5-32-5:

DURATION OF FRANCHISE: No franchise granted by the Commission under this chapter shall be for a term longer than twenty (20) years following the date of acceptance of such franchise by the grantee or the renewal thereof.

Any such franchise granted hereunder may be terminated prior to its date of expiration by the Commission in the event that said Commission shall have found, after thirty

(30) days' notice of any proposed termination and public hearing, that:

(a) the grantee has failed to comply with any provision of this chapter, or has, by act or omission, violated any term or condition of any franchise or permit issued hereunder; or

(b) any provision of this chapter has become invalid or unenforceable and the Commission further finds that such provision constitutes a consideration material to the grant of said franchise; or

(c) the City acquires the CATV system property of the grantee.

5-32-6:

FRANCHISE PAYMENTS: Any grantee granted a franchise under this chapter shall pay to the City, during the life of such franchise, a sum equal to five per cent (5%) of the gross annual receipts of the grantee. Such payment by the grantee to the City shall be made annually, or as otherwise provided in the grantee's franchise, by delivery of the same to the Director of License and Revenue.

The grantee shall file with the City, within thirty (30) days after the expiration of any calendar year or portion thereof during which such franchise is in force, a financial statement prepared by a certified public accountant, or person otherwise satisfactory to the Commission, showing in detail the gross annual receipts as defined herein, of grantee during the preceding calendar year or portion thereof. It shall be the duty of the grantee to pay to the City, within fifteen (15) days after the time for filing such statements, the sum hereinabove prescribed or any unpaid balance thereof for the calendar year or portion thereof covered by such statements.

In any year, or portion thereof, following the first full year service has been provided and during which payments under this section amount to less than One Thousand Two Hundred (\$1,200.00) Dollars per year, grantee shall pay the City as a minimum an amount equal to One Hundred (\$100.00) Dollars per year.

The City shall have the right to inspect the grantee's records showing the gross receipts from which its franchise payments are computed and the right of audit and recomputation of any and all amounts paid under this chapter. No acceptance of any payment shall be construed as a release or as an

accord and satisfaction of any claim the City may have for further or additional sums payable under this chapter or for the performance of any other obligation hereunder.

In the event of any holding over after expiration or other termination of any franchise granted hereunder, without the consent of the City, the grantee shall pay to the City reasonable compensation and damages, of not less than one hundred per cent (100%) of its total gross profits during said period.

5-32-7:

LIMITATIONS OF FRANCHISE:

(a) Any franchise granted under this chapter shall be nonexclusive.

(b) No privilege or exemption shall be granted or conferred by any franchise granted under this chapter except those specifically prescribed herein.

(c) Any privilege claimed under any such franchise by the grantee in any street or other public property shall be subordinate to any prior lawful occupancy of the streets or other public property.

(d) Any such franchise shall be a privilege to be held in personal trust by the original grantee. It cannot in any event be sold, transferred, leased, assigned or disposed of, in whole or in part, either by forced or involuntary sale, or by voluntary sale, merger, consolidation or otherwise, without the prior consent of the Commission expressed by resolution, and then only under such conditions as may therein be prescribed. Any such transfer or assignment shall be made only by an instrument in writing, a duly executed copy of which shall be filed in the office of the City Clerk within thirty (30) days after any such transfer or assignment. The said consent of the Commission may not be arbitrarily refused; provided, however, the proposed assignee must show financial responsibility and must agree to comply with all provisions of this chapter; and provided, further, that no such consent shall be required for a transfer in trust, mortgage or other hypothecation as a whole, to secure an indebtedness.

(e) Time shall be of the essence of any such franchise granted hereunder. The grantee shall not be relieved of his obligation to comply promptly with any of the provisions of this chapter or by any failure of the City to enforce prompt compliance.

(f) Any right or power in, or duty impressed upon, any officer, employee, department, or board of the City shall be subject to transfer by the City to any other officer, employee, department, or board of the City.

(g) The grantee shall have no recourse whatsoever against the City for any loss, cost, expense, or damage arising out of any provision or requirement of this chapter or of any franchise issued hereunder or because of its enforcement.

(h) The grantee shall be subject to all requirements of City ordinances, rules, regulations and specifications heretofore or hereafter enacted or established.

(i) Any such franchise granted shall not relieve the grantee of any obligation involved in obtaining pole space from any department of the City, utility company, or from others maintaining poles in streets.

(j) Any franchise granted hereunder shall be in lieu of any and all other rights, privileges, powers, immunities, and authorities owned, possessed, controlled, or exercisable by grantee, or any successor to any interest of grantee, or of pertaining to the construction, operation, or maintenance of any CATV system in the City; and the acceptance of any franchise hereunder shall operate, as between grantee and the City, as an abandonment of any and all of such rights, privileges, powers, immunities, and authorities within the City, to the effect that, as between grantee and the City, any and all construction, operation and maintenance by any grantee of any CATV system in the City shall be, and shall be deemed and construed in all instances and respects to be, under and pursuant to said franchise, and not under or pursuant to any other right, privilege, power, immunity, or authority whatsoever.

5-32-8:

RIGHTS RESERVED TO THE CITY:

(a) Nothing herein shall be deemed or construed to impair or affect, in any way, to any extent, the right of the City to acquire the property of the grantee, either by purchase or through the exercise of the right of eminent domain, at a fair and just value, which shall not include any amount for the franchise itself or for any of the rights or privileges granted, and nothing herein contained shall be construed to contract away or to modify or abridge, either for a term or in perpetuity, the City's right of eminent domain.

(b) There is hereby reserved to the City every right and power which is required to be herein reserved or provided by any ordinance of the City, and the grantee, by its acceptance of any franchise, agrees to be bound thereby and to comply with any action or requirements of the City in its exercise of such rights or power, heretofore or hereafter enacted or established.

(c) Neither the granting of any franchise hereunder nor any of the provisions contained herein shall be construed to prevent the City from granting any identical, or similar, franchise to any other person, firm or corporation, within all or any portion of the City.

(d) There is hereby reserved to the City the power to amend any section or part of this chapter so as to require additional or greater standards of construction, operation, maintenance or otherwise, on the part of the grantee.

(e) Neither the granting of any franchise, nor any provision hereof shall constitute a waiver or bar to the exercise of any governmental right or power of the City.

(f) The Commission may do all things which are necessary and convenient in the exercise of its jurisdiction under this chapter and may determine any question of fact which may arise during the existence of any franchise granted hereunder. The City Manager is hereby authorized and empowered to adjust, settle, or compromise any controversy or charge arising from the operations of any grantee under this chapter, either on behalf of the City, the grantee, or any subscriber, in the best interest of the public. Either the grantee or any member of the public who may be dissatisfied with the decision of the City Manager may appeal the matter to the Commission for hearing and determination. The Commission may accept, reject or modify the decision of the City Manager, and the Commission may adjust, settle or compromise any controversy or cancel any

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charge arising from the operations of any grantee or from any provision, of this chapter.

5-32-9:

PERMITS, INSTALLATION AND SERVICE:

(a) Within thirty (30) days after acceptance of any franchise the grantee shall proceed with due diligence to obtain all necessary permits and authorizations which are required in the conduct of its business, including, but not limited to, any utility, joint use attachment agreements, microwave carrier licenses, and any other permits, licenses and authorizations to be granted by duly constituted regulatory agencies having jurisdiction over the operation of CATV systems, or their associated microwave transmission facilities.

(b) Within ninety (90) days after obtaining all necessary permits, licenses and authorizations, grantee shall commence construction and installation of the CATV system.

(c) Within ninety (90) days after the commencement of construction and installation of the system, grantee shall proceed to render service to subscribers, and the completion of the construction and installation shall be pursued with reasonable diligence thereafter, so that service to all areas designated on the map accompanying the application for franchise, as provided in Section 20 hereof, shall be provided within one (1) year from the date that service was first provided.

(d) Failure on the part of the grantee to commence and diligently pursue each of the foregoing requirements and to complete each of the matters set forth herein, shall be grounds for termination of such franchise, under and pursuant to the terms of Section 5 hereof; provided, however, that the Commission in its discretion may extend the time for the commencement and completion of construction and installation for additional periods in the event the grantee, acting in good faith, experiences delays by reason of circumstances beyond his control.

5-32-10:

LOCATION OF PROPERTY OF GRANTEE:

(a) Any poles, wires, cable lines, conduits or other properties of the grantee to be constructed or installed in streets shall be installed underground in such manner as shall be approved by the Director of Public Works acting in the exercise of his reasonable discretion.

(b) The grantee shall not install or erect any facilities or apparatus in or on other public property, places or rights-of-way, or within any privately-owned area within the City which has not yet become a public street but is designated or delineated as a proposed public street on any tentative subdivision map approved by the City, except those installed or erected upon public utility facilities now existing, without obtaining the prior written approval of the Director of Public Works.

(c) In all areas of the City the transmission or distribution facilities shall be placed underground. For the purpose of this subsection, "underground" shall include a partial underground system, e.g., streamlining. Amplifiers in grantee's transmission and distribution lines may be in appropriate housings upon the surface of the ground as approved by the Director of Public Works.

5-32-11:

REMOVAL AND ABANDONMENT OF PROPERTY OF GRANTEE:

(a) In the event that the use of any part of the CATV system is discontinued for any reason for a continuous period of twelve (12) months, or in the event such system or property has been installed in any street or public place without complying with the requirements of grantee's franchise or, this chapter, or the franchise has been terminated, cancelled or has expired, the grantee shall promptly, upon being given ten (10) days' notice, remove from the streets or public places all such property and poles of such system other than any which the Director of Public Works may permit to be abandoned in place. In the event of such removal, the grantee shall promptly restore the street or other area from which such property has been removed to a condition satisfactory to the Director of Public Works.

(b) Any property of the grantee remaining in place thirty (30) days after the termination or expiration of the franchise shall be considered permanently abandoned. The Director of Public Works may extend such time not to exceed an additional thirty (30) days.

(c) Any property of the grantee to be abandoned in place shall be abandoned in such manner as the Director of Public Works shall prescribe. Upon permanent abandonment of the property of the grantee in place, the property shall become that of the City, and the grantee shall submit to the Director of Public Works an instrument in writing, to be approved by the City Attorney, transferring to the City the ownership of such property.

5-32-12:

CHANGES REQUIRED BY PUBLIC IMPROVEMENTS: The grantee shall, at its expense, protect, support, temporarily disconnect, relocate in the same street or other public place, or remove from the street or other public place, any property of the grantee when required by the Director of Public Works by reason of traffic conditions, public safety, street vacation, freeway and street construction, change or establishment of street grade, installation of sewers, drains, water pipes, power lines, signal lines, and tracks or any other type of structures or improvements by public agencies; provided, however, that the grantee shall in all such cases have the privilege and be subject to the obligations to abandon any property of the grantee in place, as provided in Section 11 hereof.

5-32-13:

FAILURE TO PERFORM STREET WORK: Upon failure of the grantee to commence, pursue, or complete any work required by law or by the provisions of this chapter or by its franchise to be done in any street or other public place, within the time prescribed, and to the satisfaction of the Director of Public Works, the Director of Public Works may, at his option, cause such work to be done and the grantee shall pay to the City the cost thereof in the itemized amounts reported by the Director of Public Works to the grantee within thirty (30) days after receipt of such itemized report.

5-32-14:

FAITHFUL PERFORMANCE BOND:

(a) The grantee shall, concurrently with the filing of an acceptance of award of any franchise granted under this chapter, file with the City Clerk, and at all times thereafter maintain in full force and effect for the term of such franchise or any renewal thereof, at grantee's sole expense, a corporate surety bond in a company and in a form approved by the City Attorney, in the amount of Fifteen Thousand (\$15,000.00) Dollars, renewable annually, and conditioned upon the faithful performance of grantee, and upon further condition that in the event grantee shall fail to comply with any one or more of the provisions of this chapter, or of any franchise issued to the grantee hereunder, there shall be recoverable jointly and severally from the principal and surety of such bond any damages or loss suffered by the City as a result thereof, including the full amount of any compensation, indemnification, or cost of removal or abandonment of any property of the grantee as prescribed hereby which may be in default, plus a reasonable allowance for attorneys' fees and costs, up to the full amount of the bond; said condition to be a continuing obligation for the duration of such franchise and any renewal thereof and thereafter until the grantee has liquidated all of its obligations with the City that may have arisen from the acceptance of said franchise or renewal by the grantee or from its exercise of any privilege therein granted. The bond shall provide that thirty (30) days' prior written notice of intention not to renew, cancellation, or material change, be given to the City.

(b) Neither the provisions of this section nor any bond accepted by the City pursuant hereto, nor any damages recovered by the City thereunder, shall be construed to excuse faithful performance by the grantee or limit the liability of the grantee under any franchise issued hereunder or for damages, either to the full amount of the bond or otherwise.

5-32-15:

INDEMNIFICATION OF CITY:

(a) The grantee shall, concurrently with the filing of an acceptance of award of any franchise granted under this chapter, furnish to the City and file with the City Clerk, and at all times during the existence of any franchise granted hereunder, maintain in full force and effect, at its own cost and expense, a liability insurance policy in the amount of Three Hundred Thousand (\$300,000.00) Dollars in a company approved by the City Manager and in a form satisfactory to the City Attorney, indemnifying and saving

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harmless the City, its officers and employees, from and against any and all claims, demands, actions, suits, and proceedings by others, against all liability to others, including but not limited to any liability for damages by reason of or arising out of any failure by the grantee to secure consents from the owners, authorized distributors or licensees of programs to be delivered by the grantee's CATV system, and against any loss, cost, expense and damages resulting therefrom, including reasonable attorney's fees, arising out of the exercise or enjoyment of its franchise, irrespective of the amount of the comprehensive liability insurance policy required hereunder.

(b) The grantee shall, concurrently with the filing of an acceptance of award of any franchise granted under this chapter, furnish to the City and file with the City Clerk, and at all times during the existence of any franchise granted hereunder, maintain in full force and effect, at its own cost and expense, a general comprehensive liability insurance policy, in protection of the City, its officers, boards, commissions, agents and employees, in a company approved by the City Manager and a form satisfactory to the City Attorney, protecting the City and all persons against liability for loss or damage for personal injury, death and property damage, occasioned by the operations of grantee under such franchise, with minimum liability limits of Three Hundred Thousand (\$300,000.00) Dollars for personal injury or death of any one person and Five Hundred Thousand (\$500,000.00) Dollars for personal injury or death of two or more persons in any one occurrence, and Fifty Thousand (\$50,000.00) Dollars for damage to property resulting from any one occurrence.

(c) The policies mentioned in the foregoing paragraph shall name the City, its officers, boards, commissions, agents and employees, as additional insured and shall contain a provision that a written notice of cancellation or reduction in coverage of said policy shall be delivered to the City ten (10) days in advance of the effective date thereof; if such insurance is provided by a policy which also covers grantee or any other entity or person other than those above named, then such policy shall contain the standard cross-liability endorsement.

5-32-16:

INSPECTION OF PROPERTY AND RECORDS:

(a) At all reasonable times, the grantee shall permit any duly authorized representative of the City to examine all property of the grantee, together with any appurtenant property of the grantee situated within or without the City, and to examine and transcribe any and all maps and other records kept or maintained by the grantee or under its control which deal with the operations, affairs, transactions or property of the grantee with respect to its franchise. If any such maps or records are not kept in the City, or upon reasonable request made available in the City, and if the Commission shall determine that an examination thereof is necessary or appropriate, then all travel and maintenance expense necessarily incurred in making such examination shall be paid by the grantee.

(b) The grantee shall prepare and furnish to the Director of Public Works and the Director of Finance at the times and in the form prescribed by either of said officers, such reports with respect to its operations, affairs, transactions or property, as may be reasonably necessary or appropriate to the performance of any of the rights, functions or duties of the City or any of its officers in connection with the franchise.

(c) The grantee shall at all times make and keep in the City full and complete plans and records showing the exact location of all CATV system equipment installed or in use in streets and other public places in the City.

(d) The grantee shall file with the Director of Public Works, on or before the last day in June of each year, a current map or set of maps drawn to scale, showing all CATV system equipment installed and in place in streets and other public places of the City.

5-32-17:

OPERATIONAL STANDARDS:

The CATV system shall be installed and maintained in accordance with the highest and best accepted standards of the industry to the effect that subscribers shall receive the highest possible service. In determining the satisfactory extent of such standards the following among others shall be considered:

(a) That the system be installed using all band equipment capable of passing the entire VHF and FM spectrum, and that if have the further capability of converting UHF for distribution to subscribers on the VHF band.

(b) That the system, as installed, be capable of passing standard color TV signals without the introduction of material degradation in color fidelity and intelligence.

(c) That the system and all equipment be designed and rated for 24-hour per day continuous operation.

(d) That the system provides a nominal signal level of 2000 microvolts at the input terminals of each TV receiver.

(e) That the system signal-to-noise ratio is not less than 40 decibels.

(f) That the modulation of the picture signal is less than five per cent (5%).

(g) That the system use components having a VSWR of 1.4 or less.

5-32-18:

MISCELLANEOUS PROVISIONS:

(a) When not otherwise prescribed herein, all matters herein required to be filed with the City shall be filed with the City Clerk.

(b) The grantee shall maintain an office within the City limits or at a location which subscribers may call without incurring added message or toll charges so that CATV maintenance service shall be promptly available to subscribers.

(c) No person, firm or corporation in the existing service area of the grantee shall be arbitrarily refused service; provided, however, that the grantee shall not be required to provide service to any subscriber who does not pay the applicable connection fee or monthly service charge.

5-32-19:

APPLICATION FOR FRANCHISE:

(a) Application for a franchise hereunder shall be in writing, shall be filed with the City Clerk, and shall contain the following information:

1. The name and address of the applicant. If the applicant is a partnership, the name and address of each partnership shall also be set forth. If the applicant is a corporation, the application shall also state the names and addresses of its directors, main offices, major stockholders and associates, and the names and addresses of parent and subsidiary companies.

2. A statement and description of the CATV system proposed to be constructed, installed, maintained or operated by the applicant; the proposed location of such system and its various components; the manner in which applicant proposes to construct, install, maintain and operate the same; and, particularly, the extent and manner in which existing or future poles or other facilities of other public utilities will be used for such system.

3. A description, in detail, of the public streets, public places and proposed public streets within which applicant proposes or seeks authority to construct, install or maintain any CATV equipment or facilities; a detailed description of the equipment or facilities proposed to be constructed, installed or maintained therein; and the proposed specific location thereof.

4. A map specifically showing and delineating the proposed service area or areas within which applicant proposes to provide CATV services and for which a franchise is requested.

5. A statement or schedule in a form approved by the City Manager of proposed rates and charges to subscribers for installation and service, and a copy of proposed service agreement between the grantee and its subscribers shall accompany the application. For unusual circumstances, such as more than one hundred fifty (150) feet of distance from cable to connection of service to subscribers, an additional installation charge over that normally charged for installation as specified in the applicant's proposal may be charged, with easements to be supplied by subscribers. For remote, relatively inaccessible subscribers within the City, service may be made available on the basis of cost of materials, labor, and easements if required by the grantee.

6. A copy of any contract, if existing, between the applicant and any public utility providing for the use of facilities of such public utility, such as lines or conduits.

7. A statement setting forth all agreements and understandings, whether written, oral or implied, existing between the applicant and any person, firm or corporation with

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respect to the proposed franchise or the proposed CATV operation. If a franchise is granted to a person, firm or corporation posing as a front or as the representative of another person, firm or corporation, and such information is not disclosed in the original application, such franchise shall be deemed void and of no force and effect whatsoever.

8. A financial statement prepared by a certified public accountant, or person otherwise satisfactory to the Commission, showing applicant's financial status and his financial ability to complete the construction and installation of the proposed CATV system.

9. The Commission may at any times demand, and applicant shall provide, such supplementary, additional or other information as the Commission may deem reasonably necessary to determine whether the requested franchise should be granted.

(b) Upon consideration of any such application, the Commission may refuse to grant the requested franchise or the Commission may by ordinance grant a franchise for a CATV system to any such applicant as may appear from said application to be in its opinion best qualified to render proper and efficient CATV service to television viewers and subscribers in the City. The Commission's decision in the matter shall be final. If favorably considered, the application submitted shall constitute and form a part of the franchise as granted.

(c) Any franchise granted pursuant to this chapter shall include the following condition:

"The CATV system herein franchised shall be used and operated solely and exclusively for the purpose expressly authorized by ordinance of the City of Las Vegas and no other purpose whatsoever."

Inclusion of the foregoing statement in any such franchise shall not be deemed to limit the authority of the City to include any other reasonable condition, limitation or restriction which it may deem necessary to impose in connection with such franchise pursuant to the authority conferred by this chapter.

5-32-20:

FRANCHISE RENEWAL:

Any franchise granted under this chapter is renewable at the application of the grantee, in the same manner and upon the same terms and conditions as required herein for obtaining the original franchise, except those which are by their terms expressly inapplicable; provided, however, that the Commission may at its option waive compliance with any or all of the requirements of Section 19 hereof.

5-32-21:

ACCEPTANCE AND EFFECTIVE DATE OF FRANCHISE:

(a) No franchise granted pursuant to the provisions of this chapter shall become effective unless and until the ordinance granting same has become effective and, in addition, unless and until all things required in this Section and Sections 14, 15(a) and 15(b) hereof are done and completed, all of such things being hereby declared to be conditions precedent to the effectiveness of any such franchise granted hereunder. In the event any of such things are not done and completed in the time and manner required, the Commission may declare the franchise null and void.

(b) Within thirty (30) days after the effective date of the ordinance awarding a franchise, or within such extended period of time as the Commission in its discretion may authorize, the grantee shall file with the City Clerk his written acceptance, in form satisfactory to the City Attorney, of the franchise, together with the bond and insurance policies required by Sections 14, 15(a) and 15(b) hereof, respectively, and his agreement to be bound by and to comply with and to do all things required of him by the provisions of this chapter and the franchise. Such acceptance and agreement shall be acknowledged by the grantee before a notary public, and shall in form and content be satisfactory to and approved by the City Attorney.

5-32-22:

VIOLATIONS:

(a) From and after the effective date of this chapter, it shall be unlawful for any person to establish, operate or to carry on the business of distributing to any persons in this City any television signals or radio signals by means of a CATV system unless a franchise therefor has first been obtained pursuant to the provisions of this chapter, and unless such franchise is in full force and effect.

(b) From and after the effective date of this chapter, it shall be unlawful for any person to construct, install or maintain any public street in the City, or within any other public property of the City, or within any privately-owned area within the City which has not yet become a public street but is designated or delineated as a proposed public street on any tentative subdivision map approved by the City, any equipment or facilities for distributing any television signals or radio signals through a CATV system, unless a franchise authorizing such use of such street or property or area has first been obtained pursuant to the provisions of this chapter, and unless such franchise is in full force and effect.

(c) It shall be unlawful for any person, firm or corporation to make any unauthorized connection, whether physically, electrically, acoustically, inductively or otherwise, with any part of a franchised CATV system within this City for the purpose of taking or receiving television signals, radio signals, pictures, programs, or sound.

(d) It shall be unlawful for any person, firm or corporation to make any unauthorized connection, whether physically, electrically, acoustically, inductively or otherwise, with any part of a franchised CATV system within this City for the purpose of enabling himself or others to receive any television signal, radio signal, picture, program or sound, without payment to the owner of said system.

(e) It shall be unlawful for any person, without the consent of the owner, to wilfully tamper with, remove or injure any cables, wires or equipment used for distribution of television signals, radio signals, pictures, programs or sound.

5-32-23:

SEVERABILITY:

If any section, subsection, sentence, clause or phrase of this chapter is for any reason held illegal, invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The Commission hereby declares that it would have passed this chapter and each section, subsection, sentence, clause, and phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional. The invalidity of any portion of this chapter shall not abate, reduce or otherwise affect any consideration or other obligation required of the grantee of any franchise granted hereunder.

5-32-24:

EFFECTIVE DATE:

This chapter shall become effective thirty (30) days from and after its passage.

SECTION 2. Any person, firm or corporation violating any of the provisions of this ordinance shall, upon conviction thereof, be punished by a fine of not more than \$500.00 and/or imprisonment in the city jail for not more than six (6) months, or any combination of such fine and imprisonment. Every day of such violation shall constitute a separate offense.

SECTION 3. All ordinances or parts of ordinances, sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1960 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED AND APPROVED this 17th day of July, 1968.

/s/ ORAN K. GRAGSON, Mayor

ATTEST:

/s/ EDWINA M. COLE, City Clerk (SEAL)

The above and foregoing ordinance was first proposed and read by title to the Board of Commissioners on the 21st day of February, 1968, and referred to the following committee composed of Commissioners Howery and Mirabelli for recommendation; thereafter the said committee reported favorably on said ordinance on the 17th day of July, 1968, which was a regular meeting the proposed ordinance was read by title to the Board of Commissioners, as amended, and adopted by the following vote:

VOTING "AYE": Commissioners Mirabelli, Stewart, Carey, Howery and Mayor Gragson.

VDTING "NAY": None.

ABSENT: None.

/s/ ORAN K. GRAGSON, Mayor

ATTEST:

/s/ EDWINA M. COLE, City Clerk (SEAL)