

1 BILL NO. 98-88

2 ORDINANCE NO. 5126

3 AN ORDINANCE RELATING TO CABLE TELEVISION; AMENDING TITLE 6 OF THE
4 MUNICIPAL CODE OF THE CITY OF LAS VEGAS, NEVADA, 1983 EDITION, TO ADD
5 THERETO A NEW CHAPTER, DESIGNATED AS CHAPTER 20, REQUIRING CABLE
6 COMPANIES TO OBTAIN AUTHORIZATION TO INSTALL, OPERATE, MAINTAIN, AND
7 USE CABLE SYSTEMS IN PUBLIC RIGHTS-OF-WAY; PROVIDING FOR THE ISSUANCE,
8 TRANSFER AND REVOCATION OF CABLE FRANCHISES, CABLE TELEVISION SERVICE
9 PERMITS AND OPEN VIDEO SYSTEM AUTHORIZATIONS; REGULATING CABLE SYSTEM
10 DESIGN, CONSTRUCTION AND OPERATION; IMPOSING CONDITIONS ON CABLE
11 COMPANIES' OCCUPANCY OF PUBLIC RIGHTS-OF-WAY; IMPOSING CUSTOMER
12 SERVICE STANDARDS; REQUIRING PAYMENT OF FRANCHISE AND PERMIT FEES;
13 REQUIRING RECORDS, REPORTS, INSURANCE AND PERFORMANCE SECURITY;
14 PROVIDING FOR LIQUIDATED DAMAGES; REGULATING OPEN VIDEO SYSTEMS;
15 DISCLAIMING ANY INTENT TO BENEFIT THIRD PARTIES OR PROVIDE A PRIVATE
16 RIGHT OF ACTION; PROVIDING PENALTIES FOR THE VIOLATION HEREOF; PROVIDING
17 FOR OTHER MATTERS PROPERLY RELATING THERETO; AND REPEALING ALL
18 ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith.

11 Sponsored by:
12 Councilman Arnie Adamsen

Summary: Adopts comprehensive regulations
regarding cable television services.

13
14 THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS
15 FOLLOWS:

16 **ARTICLE I: FINDINGS, PURPOSE, AUTHORIZATION, DEFINITIONS**
17 **AND GENERAL PROVISIONS**

18 SECTION 1: Title 6 of the Las Vegas Municipal Code is amended by adding thereto a new
19 Chapter, designated as Chapter 20, to consist of the provisions set forth as Sections 2 to 121, inclusive,
20 of this Ordinance.

21 SECTION 2: (A) The City finds that the further development of cable communications
22 may result in great benefits for the people of the City. Cable technology is rapidly changing, and
23 cable plays an essential role as part of the City's basic infrastructure. Cable television systems
24 permanently occupy and extensively make use of scarce and valuable public rights-of-way, in a
25 manner different from the way in which the general public uses them, and in a manner reserved
26 primarily for those who provide essential services to the public subject to special public interest
27 obligations. Because of this, the City finds that public convenience, safety, and general welfare can
28 best be served by establishing regulatory powers vested in the City or such persons as the City

1 designates to protect the public and to ensure that any cable company is operated in the public interest.

2 (B) Further, it is recognized that cable systems have the capacity to provide not only
3 entertainment and information services to the City's residents, but can provide a variety of broadband,
4 interactive communications services to institutions and individuals. Many of these services involve
5 City agencies and other public institutions.

6 (C) In light of Subsections (A) and (B), the following goals, among others, underlie the
7 provisions set forth in this Chapter:

- 8 (1) To encourage the availability of cable television service to as many City
9 residents as possible;
- 10 (2) To encourage cable systems to be capable of accommodating both present and
11 reasonably foreseeable future cable system-related needs of the City;
- 12 (3) To encourage cable systems to be constructed and maintained during the term
13 of any authorization so that changes in technology may be integrated to the
14 maximum extent possible into existing system facilities;
- 15 (4) To provide that cable companies pay fair compensation to the City for the
16 occupation and use of local public rights-of-way;
- 17 (5) To encourage cable systems to be responsive to the needs and interests of the
18 local community and to provide the widest possible diversity of information
19 sources and service to the public;
- 20 (6) To ensure that state-of-the-art cable television service technology be provided
21 to as many City residents as possible;
- 22 (7) To establish rules and regulations governing those aspects of the operations of
23 cable companies over which the City has legal jurisdiction, and to ensure that
24 these rules are applied in a non-discriminatory manner to all providers of cable
25 television service;
- 26 (8) To establish local policy concerning rights-of-way management for all cable
27 companies;
- 28 (9) To provide high-quality customer service standards in response to the public's

1 needs as necessary; and

2 (10) To provide a high quality production of government, community and
3 educational programming to the public.

4 (D) The City intends that all provisions set forth in this Chapter be construed to serve the
5 public interest and the foregoing public purposes, and that any authorizations to provide cable
6 television service granted pursuant to this Chapter be construed to include the foregoing findings and
7 public purposes as integral parts thereof.

8 SECTION 3: For the purposes of this Chapter, the following terms, phrases, words, and
9 abbreviations shall have the meanings given herein, unless otherwise expressly stated:

10 (A) "Access channel" means any channel on a cable system designated by a cable
11 company for community, educational, or governmental use.

12 (B) "Affiliate" means any person who owns or controls, is owned or controlled by, or is
13 under common ownership or control with an entity.

14 (C) "Agreement" means the written agreement between the City and a cable company,
15 evidencing the City's authorization for a cable company to provide cable television service. For
16 companies granted a cable franchise, all use of the term shall refer to the agreement so styled; for
17 companies granted a cable television service permit, all use of the term shall refer to the agreement
18 so styled.

19 (D) "Basic service" means any cable television service tier which includes the
20 retransmission of local television broadcast signals.

21 (E) "Business license" means the written authorization required by the City for any person
22 who commences, carries on, engages in, or conducts a business, occupation, trade, or employment,
23 as delineated in Title 6 of this Code, within the City.

24 (F) "Cable act" means Title VI of the Communications Act of 1934, as amended,
25 47 U.S.C. § 521 *et seq.*

26 (G) "Cable company" means a person, partnership, domestic or foreign corporation,
27 association, joint venture, or organization of any kind that has been granted a cable franchise or cable
28 television service permit by the City.

1 (H) "Cable franchise" or "franchise" means the non-exclusive right granted by the City to
2 install, maintain and operate a cable system in the City rights-of-way to provide cable television
3 service, and other services allowed by law, to subscribers within the City, in accordance with the terms
4 and conditions set forth in this Chapter. Any such authorization, in whatever form granted, shall not
5 mean or include any other license or permit required for the privilege of transacting and carrying on
6 a business within the City as required by City ordinances and the City Code, or for attaching devices
7 to poles or other structures, whether owned by the City or a private entity, or for excavating or
8 performing other work in or along rights-of-way.

9 (I) "Cable ordinance" means the provisions of this Chapter, as it may be amended from
10 time to time.

11 (J) "Cable television service" means:

12 (1) The one-way transmission to subscribers of video programming or other
13 programming service; and

14 (2) Subscriber interaction, if any, which is required for the selection or use of such
15 video programming or other programming service.

16 (K) "Cable television service permit" means a non-exclusive authorization granted to use
17 rights-of-way to provide cable television service to a person:

18 (1) Who holds a franchise granted by the City for purposes other than cable
19 television service; or

20 (2) Who utilizes the system of another person. Any such authorization, in whatever
21 form granted, shall not mean or include any other license or permit required for the privilege of
22 transacting and carrying on a business within the City as required by City ordinances and the City
23 Code, or for attaching devices to poles or other structures, whether owned by the City or a private
24 entity, or for excavating or performing other work in or along rights-of-way.

25 (L) "Cable system" or "system" means a facility consisting of a set of closed transmission
26 paths and associated signal generation, reception, and control equipment that is designed to provide
27 cable television service which includes video programming and which is provided to multiple
28 subscribers within the franchising authority, but such term does not include:

1 (1) A facility that serves only to retransmit the television signals of one or more
2 television broadcast stations;

3 (2) A facility that serves subscribers without using any rights-of-way;

4 (3) A facility of a common carrier which is subject, in whole or in part, to the
5 provisions of Title II of the Communications Act, except that such facility shall be considered a cable
6 system to the extent such facility is used in the transmission of video programming directly to
7 subscribers, unless the extent of such use is solely to provide interactive on-demand services;

8 (4) Subject to the provisions of Section 109 of this Ordinance, an open video
9 system that complies with Section 653 of the Cable Act, 47 U.S.C. § 573; or

10 (5) Any facilities of any electric utility used solely for operating its electric utility
11 system.

12 A reference to a cable system refers to any part thereof, including, without limitation, converters. The
13 foregoing definition of "cable system" shall not be deemed to circumscribe or limit the valid authority
14 of the City to regulate or franchise or permit the activities of any other communications system or
15 provider of communications services to the full extent permitted by law.

16 (M) "Channel" means a six Megahertz (MHZ) frequency band, which is capable of carrying
17 either one standard video signal, a number of audio, digital or other non-video signals or some
18 combination of such signals.

19 (N) "Channel equivalent" means the system capacity required to provide the transmission
20 of a video signal, with accompanying audio, that is in digital format and capable of producing sound
21 and picture of NTSC quality or better, based on the technology then in use in the system.

22 (O) "City" means the City of Las Vegas, Nevada, or, as appropriate in the case of specific
23 provisions of this Chapter or an agreement, any board, bureau, authority, agency, commission,
24 department of, or any other entity specifically designated by the City to act on behalf of the City of
25 Las Vegas, Nevada, or any officer, official, employee, or agent thereof, or any successor thereto.

26 (P) "City Council" or "Council" means the Las Vegas City Council of the City of Las
27 Vegas, State of Nevada, the governing body of the City.

28 (Q) "City Manager" means the City Manager appointed by the City Council to perform

1 such administrative functions of the City government as may be required of him or her by the Council,
2 or his or her designee.

3 (R) "Code" means the official code of all the ordinances of a general and permanent
4 character of the City of Las Vegas, State of Nevada, as may be adopted and amended by the City
5 Council.

6 (S) "Control" means actual working control in whatever manner exercised.

7 (T) "Converter" means an electronic device which may serve as an interface between a
8 system and a subscriber's television receiver or other terminal equipment, and which may perform a
9 variety of functions, including signal security, descrambling, electronic polling, frequency conversion
10 and channel selection.

11 (U) "Director of Public Works," "Manager of Real Estate and Asset Management
12 Division," "Manager of Business Services," or their respective designees mean the City's managerial
13 person so named in each case.

14 (V) "Educational access channel or educational channel" means any channel on a cable
15 system designated by the company for educational use.

16 (W) "Facilities" means antennae, transmitters, poles, wires, cables, conduits, amplifiers,
17 instruments, equipment, and other appliances used in connection therewith or appurtenant thereto to
18 provide cable television service in the City.

19 (X) "FCC" means the Federal Communications Commission, its designee, or any successor
20 thereto.

21 (Y) "Franchise" means a non-exclusive authorization granted to construct, operate, and
22 maintain a cable system along the public rights-of-way to provide cable service within all or a
23 specified area of the City. Any such authorization, in whatever form granted, shall not mean or
24 include any other license or permit required for the privilege of transacting and carrying on a business
25 within the City, or for attaching devices to poles or other structures, whether owned by the City or a
26 private entity, or for excavating or performing other work in or along public rights-of-way.

27 (Z) "Franchise agreement" means a contract entered into between the City and a cable
28 company that sets forth the terms and conditions under which a franchise will be granted and

1 exercised.

2 (AA) "Franchise area" means the entire present territorial limits of the City and any area
3 annexed thereto during the term of the cable franchise.

4 (BB) "Governmental access channel" or "government channel" means any channel on a
5 cable system designated by a cable company for government use.

6 (CC) "Gross revenues" means any and all cash, credits, property or other consideration of
7 any kind or nature arising from, attributable to, or in any way derived directly or indirectly by a cable
8 company, its affiliates, or by any other entity that is a cable operator of the system, from the operation
9 of such cable company's cable system (including the studios and other facilities associated therewith)
10 to provide cable television services. Gross revenues shall be calculated and reported based on
11 generally accepted accounting principles (GAAP). Gross revenues include, by way of illustration and
12 not limitation, monthly fees charged subscribers for any basic, optional, premium, per-channel, per-
13 program service, or cable programming service; installation, disconnection, reconnection, and change-
14 in-service fees; leased channel fees and any other fees from lease or license of the system for cable
15 television services; late fees and administrative fees; revenues from rentals or sales of converters or
16 other equipment; studio rental, production equipment, and personnel fees for programming carried on
17 the system; advertising revenues; barter; revenues from program guides; revenues from home
18 shopping and bank-at-home channels; and (to the extent permitted by applicable law) revenues from
19 internet services provided using the cable system. Gross revenues shall include an allocated portion
20 of any revenue derived by the company or its affiliates pursuant to any regional, national or
21 international compensation arrangement for any service or activity derived from the operation of the
22 system in the service area, *e.g.*, advertising. Such an allocation shall be based on the number of
23 subscribers in the service area divided by the total number of subscribers relevant to such regional or
24 national arrangements. Gross revenues shall not include any bad debt, provided, however, that all or
25 any part of any such actual bad debt that is written off but subsequently collected shall be included
26 in gross revenues in the period collected. Gross revenues shall not include any taxes on services
27 furnished by a cable company which are imposed directly on any subscriber or user by the State, City,
28 or other governmental unit and which are collected by a cable company on behalf of said

1 governmental unit. A franchise fee or cable television service permit fee is not such a tax. Gross
2 revenues shall exclude any net amount actually paid by a company to a programmer for pay or
3 premium channels (*i.e.*, video programming offered on a per-channel or per-program basis as those
4 terms are applied in Federal law).

5 (DD) "Installation" means the connection of system services to subscribers' television
6 receivers or other subscriber-owned or -provided terminal equipment.

7 (EE) "Leased access channel" or "commercial access channel" means any channel on a cable
8 system designated for use by a person unaffiliated with the cable company.

9 (FF) "Normal business hours" means those hours during which most similar businesses in
10 the community are open to serve customers, including some evening hours at least one night per week
11 and/or some weekend hours.

12 (GG) "Normal operating conditions" means those service conditions that are within the
13 reasonable control of a cable company. Conditions that are not within the reasonable control of a
14 cable company include, but are not limited to, natural disasters, civil disturbances, power outages, and
15 telephone network outages. Conditions that are within the reasonable control of a cable company
16 include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak
17 or seasonal demand periods, and maintenance or upgrade of a cable system.

18 (HH) "Outage" means a service interruption affecting all subscribers that are served by any
19 single node of the system that facilitates the provision of cable television service to subscribers within
20 a discrete area within the service area.

21 (II) "Person" means any natural person, including the estate of a natural person, or any
22 association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether
23 for-profit or not-for-profit, but such term does not include the City.

24 (JJ) "Premium service" means any cable television service offered on a per-channel, per-
25 program or per-view basis.

26 (KK) "Public access channel" or "community access channel" means any channel on a cable
27 system set aside by a cable company for use by the general public, including groups and individuals,
28 and which is available for such use on a non-discriminatory basis under the terms and conditions set

1 forth by an agency established by interlocal agreement for oversight of such access.

2 (LL) "Public improvements" means new roadways and pavements, sidewalks, curbs and
3 gutters, landscaping, street lights, foundations, poles and traffic signal conduits, water mains, sanitary
4 and storm sewers, tunnels, subways, people movers, viaducts, bridges, monorails, underpasses, and
5 overpasses, or other public facilities across along, over or under any rights-of-way, or other such
6 improvements which are to be used by the general public.

7 (MM) "Real Estate and Asset Management Division" means the Division of Real Estate and
8 Management of the Department of General Services.

9 (NN) "Rights-of-way" means public property including air space dedicated to, granted, or
10 held or prescriptively used by the City for public street purposes.

11 (OO) "Service area" means an area within the City specified in an agreement wherein a cable
12 company is authorized to provide cable television services.

13 (PP) "Service interruption" means loss of picture or sound on one or more channels, or
14 degradation of picture or sound beyond permissible levels as defined by applicable law, caused by the
15 system.

16 (QQ) "Street" means the surface, the air space above the surface and the area below the
17 surface of the full width of the rights-of-way, including sidewalks and thoroughfares, places or ways
18 of any kind used by the public or open to the public as a matter of right for the purposes of vehicular
19 traffic or vehicular and pedestrian traffic.

20 (RR) "Subscriber" means any person lawfully receiving any cable television service provided
21 by the company by means of or in connection with its cable system, whether or not a fee is paid for
22 such cable television service.

23 (SS) "System upgrade" means a major improvement or enhancement in the technology or
24 service capabilities made by a cable company to its cable system.

25 (TT) "Transfer" means:

26 (1) Any transaction in which:

27 (a) Any ownership or other right, title, or interest of more than five percent
28 (5%) in a cable company or its cable system is transferred, sold, assigned, leased, sublet, or

1 mortgaged, directly or indirectly, in whole or in part;

2 (b) There is any change or transfer of control of a cable company or cable
3 system;

4 (c) The rights and obligations held by a cable company under its cable
5 franchise or cable television service permit are transferred, directly or indirectly, to another party;

6 (d) Any change or substitution occurs in the managing general partners of
7 a cable company, where applicable; or

8 (e) A cable company, or its corporate parents at any level, enter into any
9 transaction that materially increases the debt that is to be borne by the cable system directly or
10 indirectly, in a manner that will adversely affect subscribers.

11 (2) A rebuttable presumption that a transfer of control has occurred shall arise upon
12 the acquisition or accumulation of five percent (5%) or more of the ownership of an entity by any
13 person or group of persons acting in concert, none of whom already own or control fifty percent (50%)
14 or more of such right or control, singularly or collectively; and

15 (3) The cable company is responsible for ensuring that the intent of this Chapter
16 regarding transfers is carried out. If for any reason an event occurs that would require the City's
17 approval of a transfer pursuant to this Chapter, whether or not such event is directly or indirectly
18 within the cable company's control, such event shall constitute a transfer for purposes of this
19 Agreement and any applicable law.

20 (UU) "User" means a person or organization using a channel or equipment and facilities for
21 purposes of producing or transmitting material, as contrasted with the receipt thereof in the capacity
22 of a subscriber.

23 SECTION 4: Unless otherwise expressly stated, words not defined in this Chapter shall be
24 given the meaning set forth in Title 47 of the United States Code, as amended, and, if not defined
25 therein, their common and ordinary meaning.

26 SECTION 5: It is unlawful for any person to provide cable television service to subscribers
27 located within the City without having first obtained a business license specific to such purpose, as
28 provided in Title 6 of this Code.

1 SECTION 6: (A) It is unlawful for a person to construct or operate a cable system or to
2 provide cable television service to any subscriber within the City, through a system owned by that
3 person or owned by another person, unless having first been granted an authorization specific to such
4 purpose by the City, under the provisions of this Chapter.

5 (B) A person who does not hold a franchise granted by the City for purposes other than
6 cable television service or who utilizes the system of another person, shall not install, maintain or
7 operate a system in the rights-of-way and provide cable television service to subscribers within the
8 City unless the City first grants such person a cable franchise, as evidenced by an agreement so styled.
9 Holders of cable franchises shall comply with all provisions of this Chapter.

10 (C) A person who holds a franchise granted by the City for purposes other than cable
11 television service, or who utilizes the system of another person, shall not provide cable television
12 service to subscribers within the City unless the City first grants such person a cable television service
13 permit, as evidenced by an agreement so styled. Holders of cable television service permits shall
14 comply with all provisions of this Chapter.

15 (D) A person utilizing the system of another person shall nonetheless ensure compliance
16 with all laws and regulations regarding conditions of rights-of-way occupancy and regarding technical
17 standards applicable to a cable system.

18 (E) Any person who occupies the rights-of-way of the City for the purpose of operating
19 or constructing a cable system and who does not hold a valid cable franchise from the City shall be
20 subject to all provisions of this Chapter, including but not limited to its provisions regarding
21 construction and technical standards and franchise fees.

22 (F) In its discretion, the City at any time may require such a person referenced in
23 Subsection (E):

24 (1) To enter into an agreement within thirty (30) days of receipt of a written notice
25 by the City that such an agreement is required;

26 (2) Require such person to remove its property and restore the area to a condition
27 satisfactory to the City within a reasonable time period, as the City shall determine;

28 (3) Remove the property itself and restore the area to a satisfactory condition and

1 charge such person the costs therefor; or

2 (4) Take any other action the City is entitled to take under applicable law, including
3 filing for and seeking damages under trespass against such person.

4 (G) A cable franchise shall not be created unless it is issued by action of the City Council
5 and subject to a written agreement.

6 SECTION 7: The City may grant one or more cable franchises or cable television service
7 permits, and each such grant shall be awarded in accordance with and subject to the provisions of this
8 Chapter. This Chapter may be amended from time to time, and in no event shall this Chapter be
9 considered a contract between the City and a cable company such that the City would be prohibited
10 from amending any provision hereof. A cable company shall retain its right to challenge any future
11 exercise of the City's legislative or police powers as unlawful or substantially inconsistent with the
12 cable company's rights under its agreement or this Chapter.

13 SECTION 8: (A) A cable franchise authorizes use of rights-of-way for installing and
14 maintaining facilities for the operation of a cable system to provide cable television service within a
15 service area and to utilize such system to provide such other services as are allowed by applicable
16 State and Federal law and this Code, but does not expressly or implicitly authorize a cable company
17 to provide service to, or install a cable system on, private property, or City property outside the rights-
18 of-way, without owner consent (except for use of compatible easements pursuant to Section 621 of
19 the Cable Act, 47 U.S.C. § 541(a)(2)), or to use publicly or privately owned conduits without a
20 separate agreement with the owners.

21 (B) A cable television service permit authorizes a cable company to provide cable
22 television services to subscribers within the City through a system which utilizes rights-of-way under
23 the authority of a franchise granted by the City for purposes other than cable television services, or
24 which is owned by another person.

25 (C) A cable franchise or cable television service permit shall constitute both a right and an
26 obligation to the City to provide the cable television services regulated by the provisions of this
27 Chapter.

28 (D) A cable franchise or cable television service permit is non-exclusive and will not

1 explicitly or implicitly preclude the issuance of other authorizations to operate cable systems within
2 the City.

3 (E) All privileges prescribed by a cable franchise or cable television service permit shall
4 be subordinate to the City's use and any prior lawful occupancy of the rights-of-way.

5 SECTION 9: (A) A cable company shall at all times be subject to and shall comply with
6 all applicable Federal, State, and local laws and FCC regulations. A cable company shall at all times
7 be subject to all lawful exercise of the police power of the City, including without limitation all rights
8 the City may have under Section 632 of the Cable Act, 47 U.S.C. § 552. Nothing in an agreement
9 shall be deemed to waive the requirements of the various codes and ordinances of the City regarding
10 permits, zoning, fees to be paid, or manner of construction, installation, operation, maintenance, or
11 repair of system equipment.

12 (B) No course of dealing between a cable company and the City, or any delay on the part
13 of the City in exercising any rights in this Chapter, or any acquiescence by the City in the actions of
14 a cable company that are in contravention of such rights (except to the extent such rights are expressly
15 waived by the City) shall operate as a waiver of any such rights of the City.

16 (C) The City shall have the maximum authority to regulate cable systems, cable companies,
17 cable franchises and cable television service permits as may now or hereafter be lawfully permissible;
18 except where rights are expressly waived by an agreement, they are reserved, whether expressly
19 enumerated or not.

20 (D) The City may, from time to time, issue such reasonable rules and regulations
21 concerning cable systems, cable companies, cable franchises, cable television service permits and
22 open video system authorizations as are consistent with applicable law.

23 SECTION 10: Subject to Federal law or regulation, an agreement will be governed by
24 and construed in accordance with the laws of the State of Nevada.

25 SECTION 11: Any act that a cable company is or may be required to perform under
26 this Chapter, an agreement, or applicable law shall be performed at the cable company's expense,
27 unless expressly provided to the contrary in this Chapter, the agreement, or applicable law.

28 SECTION 12: Nothing in this Chapter shall be deemed or construed to impair or affect,

1 in any way or to any extent, the City's rights of eminent domain to the extent to which it may apply
2 to any public utility or cable system.

3 **ARTICLE II: APPLICATIONS FOR INITIAL GRANT OR MODIFICATION**
4 **OF CABLE FRANCHISE OR CABLE TELEVISION SERVICE PERMIT**

5 SECTION 13: (A) A written application shall be filed with the City for grant of an
6 initial cable franchise or cable television service permit or modification of an agreement pursuant to
7 Section 625 of the Cable Act, 47 U.S.C. § 545.

8 (B) To be acceptable for filing, a signed original of the application shall be submitted
9 together with two (2) copies. The application must conform to any applicable request for proposals,
10 and contain all required information. All applications shall include the names and addresses of
11 persons authorized to act on behalf of all applicants with respect to the application.

12 (C) All applications accepted for filing shall be made available by the City for public
13 inspection.

14 SECTION 14: (A) A person may apply for an initial cable franchise or cable
15 television service permit by submitting an application containing the information required in this
16 Section to the Manager of Real Estate and Asset Management Division. Upon receipt of such an
17 application, the Manager may either evaluate the application conducting such investigations as he or
18 she deems necessary or issue a request for proposals ("RFP"), after conducting, if necessary, a
19 proceeding to identify the future cable-related needs and interests of the community. Any such RFP
20 shall be mailed to the person requesting its issuance and made available to any other interested party.
21 The RFP may contain a proposed agreement.

22 (B) An applicant shall respond to an RFP by filing an application within the time set by
23 the Manager, providing the information and material set forth in this Section. The procedures,
24 instructions, and requirements set forth in the RFP shall be followed by each applicant. Any applicant
25 that has already filed any materials pursuant to this Section need not refile the same materials with its
26 RFP response, but must amplify its application to include any additional or different materials
27 required by the RFP. The Manager may seek additional information from any applicant and establish
28 deadlines for the submission of such information.

1 (C) A person may apply for an initial cable franchise or cable television service permit by
2 submitting an unsolicited application containing the information required in this Section and
3 requesting an evaluation of that application. Prior to evaluating that application, the Manager may
4 conduct such investigations as are necessary to determine whether the application satisfies the
5 standards of this Section and may seek additional applications.

6 (D) In evaluating an application for a cable franchise or cable television service permit, the
7 Manager shall consider, among other things, the following factors:

8 (1) The extent to which the applicant has substantially complied with the applicable
9 law and the material terms of any existing cable franchise or cable television service permit with the
10 City;

11 (2) Whether the quality of the applicant's service under any existing cable franchise
12 or cable television service permit in the City, including signal quality, response to customer
13 complaints, billing practices, and the like, has been reasonable in light of the needs and interests of
14 the communities served;

15 (3) Whether the applicant has the financial, technical, and legal qualifications to
16 provide cable television service;

17 (4) Whether the application satisfies any minimum requirements established by the
18 City and is otherwise reasonable to meet the future cable-related needs and interests of the community,
19 taking into account the cost of meeting such needs and interests;

20 (5) Whether the applicant will provide adequate community, educational, and
21 governmental access channel capacity, facilities, or financial support;

22 (6) Whether issuance of a cable franchise or cable television service permit is
23 warranted in the public interest considering the immediate and future effect on the rights-of-way and
24 private property that would be used by a cable system, including the extent to which installation or
25 maintenance as planned would require replacement of property or involve disruption of property,
26 public services, or use of the rights-of-way; the effect of granting an agreement on the ability of the
27 cable company to meet the cable-related needs and interests of the community; and the comparative
28 superiority or inferiority of competing applications; and

1 (7) What effects a grant may have on competition in the delivery of cable television
2 service in the City.

3 (E) If the City finds that it is in the public interest to issue a cable franchise or cable
4 television service permit considering the factors set forth in this Section, and subject to the applicant's
5 entry into an appropriate agreement, it shall issue a cable franchise or cable television service permit.
6 If the City denies a cable franchise or cable television service permit, it will issue a written decision
7 explaining why it was denied. Prior to deciding whether or not to issue a cable franchise or cable
8 television service permit, the City may hold one or more public hearings or implement other
9 procedures under which comments from the public on an application may be received. The City also
10 may grant or deny a request based on its review of an application without further proceedings and may
11 reject any application that is incomplete or fails to respond to an RFP. This Chapter is not intended
12 and shall not be interpreted to grant any applicant or existing cable company standing to challenge the
13 denial of its application or the issuance of a cable franchise or cable television service permit to
14 another.

15 SECTION 15: A request for proposal for the grant of an initial cable franchise or cable
16 television service permit shall require, and any such application shall contain, at a minimum, the
17 following information:

18 (A) Name and address of the applicant and identification of the ownership and control of
19 the applicant, including: the names and addresses of the ten (10) largest holders of an ownership
20 interest in the applicant and affiliates of the applicant, and all persons with five percent (5%) or more
21 ownership interest in the applicant and its affiliates; the persons who control the applicant and its
22 affiliates; all officers and directors of the applicant and its affiliates; and any other business affiliation
23 and cable system ownership interest of each named person.

24 (B) A demonstration of the applicant's technical ability to construct and operate or
25 construct or operate the proposed cable system, including identification of key personnel.

26 (C) A demonstration of the applicant's legal qualifications to construct and operate or
27 construct or operate the proposed cable system, including but not limited to a demonstration that the
28 applicant meets the following criteria:

1 (1) If the City has denied an applicant's previous request for an initial cable
2 franchise or cable television service permit, that applicant may not apply for an initial cable franchise
3 or cable television service permit again until at least three (3) years have elapsed since the date of such
4 denial;

5 (2) The applicant must not have had any cable television cable franchise or other
6 such authorization validly revoked by any franchising authority within three (3) years preceding the
7 submission of the application;

8 (3) The applicant must have the necessary authority under State law to operate a
9 cable system or to provide cable television services;

10 (4) The applicant must have the necessary authority under Federal law to hold a
11 cable franchise or cable television service permit, operate a cable system and to provide cable
12 television services or to operate a cable service or to provide cable television services. An applicant
13 must have, or show that it is qualified to obtain, any necessary Federal franchises or waivers required
14 to operate the system proposed;

15 (5) The applicant shall not be issued a cable franchise or cable television service
16 permit if, at any time during the ten (10) years preceding the submission of the application, the
17 applicant was convicted of any act or omission of such character that the applicant cannot be relied
18 upon to deal truthfully with the City and subscribers, or to substantially comply with its lawful
19 obligations under applicable law, including obligations under consumer protection laws and laws
20 prohibiting anticompetitive acts, fraud, racketeering, or other similar conduct;

21 (6) The applicant shall not be issued a cable franchise or cable television service
22 permit if it files materially misleading information in its application or intentionally withholds
23 information that the applicant lawfully is required to provide; and

24 (7) The applicant shall not be issued a cable franchise or cable television service
25 permit if an elected official of the City holds a controlling interest in the applicant or an affiliate of
26 the applicant. Notwithstanding the foregoing, the City shall provide an opportunity to an applicant to
27 show that it would be inappropriate to deny it a cable franchise or cable television service permit by
28 virtue of the particular circumstances surrounding the matter and the steps taken by the applicant to

1 cure all harms flowing therefrom and prevent their recurrence, the lack of involvement of the
2 applicant's principals, or the remoteness of the matter from the operation of cable systems.

3 (D) A statement prepared by a certified public accountant regarding the applicant's financial
4 ability to complete the construction of the cable system proposed.

5 (E) A description of the applicant's prior experience in cable system ownership,
6 construction, operation, or provision of cable television service and identification of communities in
7 which the applicant or any of its principals have, or have had, a cable franchise or cable television
8 service permit or other such authorizations and any interest therein.

9 (F) Identification of the area of the City to be served by the proposed cable company,
10 including a description of the proposed service area's boundaries.

11 (G) A detailed description of the physical facilities proposed, including channel capacity,
12 technical design, performance characteristics, headend, and access facilities.

13 (H) Where applicable:

14 (1) A description of the construction of the proposed system, including an estimate
15 of plant mileage and its location;

16 (2) The proposed construction schedule;

17 (3) A description, where appropriate, of how services will be converted from
18 existing facilities to new facilities; and

19 (4) Information on the availability of space in conduits including, where
20 appropriate, an estimate of the cost of any necessary rearrangement of existing facilities.

21 (I) The proposed rate structure, including projected charges for each service, installation,
22 converters, and all other proposed equipment or services.

23 (J) A demonstration of how the applicant will reasonably meet the future cable-related
24 needs and interests of the City, including descriptions of how the applicant will meet the needs
25 described in any recent community needs assessment conducted by or for the City, and how the
26 applicant will provide adequate community, educational, and governmental access channel capacity,
27 facilities, or financial support to meet the City's needs and interests.

28 (K) Pro forma financial projections for the proposed cable franchise or cable television

1 service permit term, including a statement of projected income, and a schedule of planned capital
2 additions, with all significant assumptions explained in notes or supporting schedules.

3 (L) If the applicant proposes to provide cable television service to an area already served
4 by an existing cable company, the identification of the area where any overbuild would occur and the
5 ability of the rights-of-way and other property that would be used by the applicant to accommodate
6 an additional system.

7 (M) Any other information that may be reasonably necessary to demonstrate compliance
8 with the requirements of this Chapter.

9 (N) Any additional information that the City may request of the applicant that is relevant
10 to the City's consideration of the application.

11 (O) An affidavit or declaration of the applicant or authorized officer certifying the truth and
12 accuracy of the information in the application, acknowledging the enforceability of application
13 commitments, and certifying that the application meets all Federal and State law requirements.

14 (P) If the applicant was formed less than two (2) years before the date of application, the
15 information required in this Section shall be supplied for each party owning an interest of ten percent
16 (10%) or more in the applicant.

17 (Q) A statement that the applicant has applied for a business license in accordance with
18 Title 6 of this Code.

19 (R) The City may, at its discretion and upon request of an applicant, waive in writing the
20 provision of any of the information required by this Section.

21 SECTION 16: The renewal of any cable franchise or cable television service permit
22 shall be conducted in a manner consistent with Section 626 of the Cable Act, 47 U.S.C. § 546. A
23 cable company shall cooperate with the City in any renewal proceeding and shall provide such
24 information as the City shall reasonably request in such a renewal proceeding.

25 SECTION 17: An application for modification of an agreement shall include, at
26 minimum, the following information:

27 (A) The specific modification requested.

28 (B) The justification for the requested modification, including the impact of the requested

1 modification on subscribers and others, and the financial impact on the applicant if the modification
2 is approved or disapproved, demonstrated through, but not limited to, submission of financial pro
3 formas.

4 (C) A statement whether the modification is sought pursuant to Section 625 of the Cable
5 Act, 47 U.S.C. § 545, and, if so, a demonstration that the requested modification meets the standards
6 set forth in 47 U.S.C. § 545.

7 (D) Any other information that the applicant believes is necessary for the City to make an
8 informed determination on the application for modification.

9 (E) An affidavit or declaration of the applicant or authorized officer certifying the truth and
10 accuracy of the information in the application, and certifying that the application is consistent with
11 all Federal and State law requirements.

12 SECTION 18: (A) An applicant shall be notified of any public hearings held in
13 connection with the evaluation of its application for initial grant or modifications of a cable franchise
14 or cable television service permit and shall be given an opportunity to be heard.

15 (B) Prior to the issuance of a cable franchise or cable television service permit, the
16 City shall provide for the holding of a public hearing within the proposed service area, following
17 reasonable notice to the public, at which every applicant and its applications shall be examined and
18 the public and all interested parties afforded a reasonable opportunity to be heard.

19 SECTION 19: The applicant shall reimburse the City for all costs relating to public
20 notices made for the purpose of hearings conducted in the course of considering the application for
21 initial grant or modification of a cable franchise or cable television service permit.

22 SECTION 20: Following approval by the City, any cable franchise or cable television
23 service permit granted pursuant to this Chapter, and the rights, privileges and authority granted by an
24 agreement, shall take effect and be in force from and after the first date on which both the cable
25 company and the City have signed the agreement.

26 SECTION 21: (A) If applicable, every agreement shall specify the construction
27 schedule that will apply to any required construction, upgrade, or rebuild of the cable system.

28 (B) A cable company's cable system or other system which it uses shall, at all times during

1 the cable franchise term, meet or exceed the following requirements:

2 (1) A cable system shall be capable of continuous twenty-four (24) hour daily
3 operation without severe material degradation of signal except during extremely inclement weather
4 or immediately following extraordinary storms that adversely affect utility services or damage major
5 system components or due to other force majeure;

6 (2) A cable system shall be capable of operating over an outdoor temperature range
7 of -40°F to +130°F and over variation in supply voltages from 105 to 130 volts AC without
8 catastrophic failure or irreversible performance changes. A cable system shall meet all applicable
9 specifications over an outdoor temperature range of -40°F to +130°F and over variation in supply
10 voltages from 105 to 130 volts AC;

11 (3) A cable system shall be so constructed and operated that there is no significant
12 deterioration in the quality of access channel signals or leased access signals, either upstream or
13 downstream, as compared with any other channel on that cable system. Deterioration refers to any
14 signal problem, including but not limited to ghost images and other interference and distortions;

15 (4) A cable system shall use equipment generally used in high-quality, reliable,
16 modern systems of similar design, including but not limited to backup power supplies capable of
17 providing power to the cable system for not less than three (3) hours according to manufacturer's
18 reasonable specifications, in view of local conditions, in the event of an electrical outage. The
19 obligation to provide such backup power supplies shall apply to a cable company's headend, each fiber
20 optic node, and any other location(s) within the cable system necessary to maintain service to
21 subscribers for not less than three (3) hours in the event of an electrical outage, as described above;

22 (5) A cable system shall include equipment so that any pay-per-view programming
23 can only be activated by the positive action of a subscriber using, for example, a private identification
24 number or other individual selection procedure; and

25 (6) All closed-caption programming retransmitted by a cable system shall include
26 the closed-caption signal. For hearing impaired subscribers, a cable company shall provide
27 information concerning the cost and availability of equipment to facilitate the reception of all basic
28 services for the hearing impaired. In addition, a cable company must have TDD/TTY (or equivalent)

1 equipment at the company office, and a publicly listed telephone number for such equipment, that will
2 allow hearing impaired customers to contact the company. Upon request, a cable company shall
3 provide, for purchase or lease, a remote control device to those subscribers who are mobility limited,
4 or where a member of the subscriber's household is mobility limited.

5 (C) A cable company shall install and maintain an Emergency Alert System ("EAS") that
6 meets all requirements of Federal law, which:

7 (1) Shall be available for use by the City;

8 (2) Shall be remotely activated by telephone and shall allow a representative of the
9 City to override the audio and video on all channels on the cable company's system that may lawfully
10 be overridden, without the assistance of the cable company, at least to the extent necessary to insert
11 audio and video warnings (such as a "crawl" at the bottom of a picture) to tune to a governmental
12 access channel or other source for emergency broadcasts; and

13 (3) The City will provide reasonable notice to a cable company prior to any test
14 use of the EAS. A cable company shall cooperate with the City in any such test.

15 SECTION 22: A cable company must agree to advise the City of all active uses of the
16 cable system, for both entertainment and other purposes, and the City shall have the right to conduct
17 audits of such usage upon reasonable notice. A cable system and all its parts shall be subject to
18 inspection by the City.

19 SECTION 23: (A) A cable company shall perform all tests necessary to demonstrate
20 compliance with the requirements of the cable franchise or cable television service permit and other
21 performance standards established by law or regulation, and to ensure that the cable system
22 components are operating as expected. All tests shall be conducted in accordance with Federal rules.

23 (B) A cable company shall conduct tests as follows:

24 (1) Acceptance tests on each newly constructed or rebuilt segment prior to
25 subscriber connection or activation; and

26 (2) Proof of performance tests on the cable system as required by FCC
27 rules, except as Federal law otherwise limits the cable company's obligation.

28 (C) Tests shall be supervised by a cable company's registered professional engineer, who

1 shall sign all records of tests provided to the City.

2 (D) A written summary report of test results shall be filed with the City within seven (7)
3 days of each test. In addition, a cable company shall retain written reports of the results of any tests
4 required by the FCC, and such reports shall be submitted to the City upon the City's request.

5 (E) The City reserves the right to conduct its own tests upon reasonable notice to a cable
6 company. If substantial noncompliance is found, the expense thereof shall be borne by the cable
7 company. The City will endeavor to arrange any request for such tests so as to minimize hardship or
8 inconvenience to the cable company or to subscribers.

9 SECTION 24: A cable company shall schedule maintenance on its cable system so that
10 activities likely to result in an interruption of service are performed during periods of minimum
11 subscriber use of the cable system according to FCC rules and regulations.

12 **ARTICLE III: CONDITIONS OF PUBLIC RIGHTS-OF-WAY OCCUPANCY**

13 SECTION 25: Cable franchises and cable television service permits shall require
14 compliance with Sections 26 to 43, inclusive, of this Ordinance, as they shall be amended from time
15 to time.

16 SECTION 26: A cable company shall participate in "Call Before You Dig" or any
17 other such programs active in its cable television service area with regard to giving and receiving
18 notice of the location of facilities and excavations.

19 SECTION 27: A cable company shall comply with this Chapter and the improvement
20 standards of Title 13 of this Code in effect at time of construction completion, except where
21 retroactive application of newer standards is required by Federal or State law.

22 SECTION 28: Prior to any work within the rights-of-way, the cable company shall
23 obtain any encroachment approval required pursuant to Title 13 of this Code.

24 SECTION 29: When the public improvement designs prepared by the cable company
25 are more detailed than, or are not covered by, the improvement standards adopted in Title 13 of this
26 Code, plans and specifications for construction, reconstruction, installations, and repairs of public
27 improvements shall be sealed by a Nevada registered professional engineer.

28 SECTION 30: Except in the case of an emergency, and except as provided in Section

1 31, a cable company who is the initiator of a project in a street or easement along which residential
2 yards are located and maintained shall notify residents who are located adjacent to the proposed
3 project at least two (2) days prior to the date that the cable company proposes to commence
4 construction. Such notice shall be by personally delivered written notice, by posted notice on the
5 street where the proposed project is scheduled to be built (which notice is to be large enough to be
6 clearly read by passing motorists), by door hanger, or by mail, with a description of the proposed
7 project and the name of the cable company together with its business telephone number.

8 SECTION 31: Before placing a facility in an easement within a single-family
9 residential property, a cable company shall provide the homeowner with written notice no less than
10 five (5) days before such installation. Such notice shall advise the homeowner of:

11 (A) The location within the easement where the cable company plans to locate the
12 facility.

13 (B) The homeowner's right to select another place within the easement to locate the
14 facility, if such location is technically feasible for the cable company.

15 (C) The cable company's obligation to camouflage the facility, either by
16 landscaping or by some other method reasonably acceptable to the homeowner.

17 SECTION 32: All public improvement work performed by the cable company in
18 rights-of-way shall be inspected, completed and accepted in accordance with this Chapter and the
19 improvement standards adopted in Title 13 of this Code.

20 SECTION 33: In the case of damage caused by the cable company to any rights-of-
21 way, the cable company shall at no cost or expense to the City repair, replace and restore the damaged
22 area in accordance with current improvement standards adopted in Title 13 of this Code.

23 SECTION 34: The cable company shall not acquire any vested right or interest in any
24 particular rights-of-way location for any of its facilities constructed, operated, or maintained in any
25 existing or proposed rights-of-way, even though such location was approved by the City.

26 SECTION 35: Reconstruction, removal or relocation of a cable company's facilities
27 to accommodate a public improvement shall be provided for in the following manner:

28 (A) The City of Las Vegas or the Las Vegas Valley Water District (the "District")

1 shall issue to a cable company written notice of a need to reconstruct, remove, or relocate any of cable
2 company's facilities which may be in conflict with an existing or proposed public improvement in
3 order to accommodate the installation, maintenance, or use of the public improvement. Such written
4 notice shall include project information equivalent in detail to fifty percent (50%) or more of final
5 design for the public improvement. The cable company shall, within thirty (30) days after receiving
6 such written notice from the City or District, as described in this Paragraph, present to the Director
7 of Public Works a notice of intent to reconstruct, remove, or relocate said facilities, and shall, within
8 six (6) months after receipt of written notice from the City or District, or such shorter time period as
9 may be reasonable, reconstruct, remove, or relocate said facilities. Upon request from a cable
10 company identifying a recommended location for its facilities, the Director of Public Works shall
11 provide that location or an alternate location within the rights-of-way for the cable company if space
12 is available.

13 (B) Within thirty (30) days after receipt of such written notice from the City or
14 District, as described in Subsection (A) of this Section, the cable company may present a written
15 application and supporting documentation to the Director of Public Works for an extension of time
16 in which to complete reconstruction, removal or relocation of its facilities. The Director of Public
17 Works may grant additional time beyond the time period provided if the additional time requested is
18 due to service, equipment, or material delivery constraints beyond the control and without the fault
19 or negligence of the cable company, or if the project described in the written notice is of such a size
20 that the work to be performed by the cable company cannot be completed within the allowable time.

21 (C) If after the issuance of the initial written notice the City or District, as described
22 in Subsection (A) of this Section, makes a substantial change in the design of the public improvement
23 project, including but not limited to changes in elevation, changes affecting public rights-of-way
24 alignment and widths of alignment, the City or District, as described in Subsection (A) of this Section,
25 shall notify the cable company of the details of the substantial change. If the cable company
26 determines that such change would cause a delay in reconstruction, removal or relocation of its
27 facilities beyond the time period provided, the cable company may, within fourteen (14) days from
28 receipt of notice of such change, petition the Director of Public Works for an extension of time in

1 which to complete reconstruction, removal or relocation of facilities. If the additional time is
2 requested due to service, equipment, or material delivery constraints beyond the control of the cable
3 company, or if the public improvement design change is of such a scope that the work to be performed
4 by the cable company cannot be completed within the time period allowed, the Director may grant an
5 extension of time. If the request for extension of time is denied, the cable company may appeal the
6 denial to the City Council within fourteen (14) days from receipt of notice of denial. The decision of
7 the City Council shall be final.

8 (D) The City or District, as described in Subsection (A) of this Section, shall
9 provide the cable company with a final design of the public improvement as soon as it becomes
10 available.

11 (E) If the cable company fails to reconstruct, remove, or relocate its facilities as
12 required by this Section within the time period agreed upon, the City may reconstruct, remove, or
13 relocate said facilities and charge the cost of reconstruction, removal, or relocation to the cable
14 company. The City will not be held liable for any losses or damages due to reconstruction, removal,
15 or relocation of such facilities.

16 SECTION 36: The cable company shall, on request of any person holding a permit to
17 move a building, temporarily raise or lower its wires or cables to permit the movement of the building.
18 The expense of temporary removal of raising or lowering of wires shall be paid by the person
19 requesting it, and the cable company shall have the authority to require such payment in advance. The
20 cable company shall be given not less than thirty (30) days advance notice to arrange temporary wire
21 or cable alterations.

22 SECTION 37: Whenever, in case of emergency, it becomes necessary to remove any
23 of the cable company's facilities, no charge shall be made by the cable company against the City for
24 loss, damage, restoration, and repair.

25 SECTION 38: A cable company shall maintain and provide to the City, upon request
26 and at no cost, as-built plans indicating the location of its facilities. A cable company may provide,
27 on a voluntary basis, electronic plans showing the general location of its facilities in rights-of-way.

28 SECTION 39: Without limiting the foregoing, antennae and their supporting structures

1 (towers) shall be designed in accordance with the Uniform Building Code as amended, and shall be
2 painted, lighted, erected, and maintained in accordance with all applicable rules and regulations of the
3 Federal Aviation Administration and all other applicable State or local laws, codes, and regulations,
4 all as hereafter may be amended or adopted.

5 SECTION 40: If any removal, relaying, or relocation of a cable company's facilities
6 is required to accommodate the construction, operation, or repair of the facilities of another person
7 that is authorized to use the rights-of-way, the cable company shall, after thirty (30) days' advance
8 written notice, take action to effect the necessary changes requested by the responsible entity.

9 SECTION 41: Neither the City nor its officers, employees, agents, attorneys,
10 consultants or independent contractors shall have any liability to a cable company as a result of or in
11 connection with the protection, movement, removal, alteration, or relocation of any part of a cable
12 system by or on behalf of a cable company or the City in connection with any emergency, public
13 work, public improvement, alteration of any publicly owned structure, any change in the grade or line
14 of any rights-of-way.

15 SECTION 42: A cable company shall place its system lines underground in localities
16 where both telephone and power lines are underground, and shall replace aerial facilities with
17 underground facilities concurrently with telephone and power utilities when both types of utilities are
18 required by the City to place facilities underground. Where undergrounding is required, cable system
19 passive or active electronics may be housed only in low-profile, above-ground pedestals, as approved
20 by the City.

21 SECTION 43: Any contractor or subcontractor used for work or construction,
22 installation, operation, maintenance, or repair of system equipment must be properly licensed under
23 laws of the State and all applicable City ordinances, where applicable, and each contractor or
24 subcontractor shall have the same obligations with respect to its work as the cable company would
25 have if the work were performed by the cable company. A cable company must ensure that
26 contractors, subcontractors and all employees who will perform work for it are trained. A cable
27 company shall be responsible for ensuring that the work of contractors and subcontractors is
28 performed consistent with the cable franchise and applicable law, shall be fully responsible for all acts

1 or omissions of contractors or subcontractors performed within the scope of their work for the cable
2 company, shall be responsible for promptly correcting acts or omissions by any contractor or
3 subcontractor, and shall implement a quality control program to ensure that the work is properly
4 performed.

5 **ARTICLE IV: CUSTOMER SERVICE**

6 SECTION 44: (A) Nothing in this Chapter may be construed to prevent or prohibit:

7 (1) The City and a cable company from agreeing by written mutual
8 consent to customer service requirements that exceed the customer service standards set forth in this
9 Chapter;

10 (2) The City from enforcing, through the end of a cable franchise
11 or cable television service area permit term, pre-existing customer service requirements that exceed
12 the customer service standards set forth in this Chapter and are contained in current cable franchise
13 or cable television service area permit agreements;

14 (3) The City from enacting or enforcing any customer service or
15 consumer protection laws or regulations, to the extent not specifically preempted by Federal law; or

16 (4) The City from waiving, for good cause, any of the requirements
17 established in Sections 45 to 79, inclusive, of this Ordinance.

18 SECTION 45: Nothing in this Chapter in any way relieves a cable company of its
19 obligation to comply with other applicable consumer protection laws and its agreement.

20 SECTION 46: A cable company shall use its best efforts to comply with the customer
21 service standards specified in this Chapter at all times. However, a cable company shall not be
22 penalized or otherwise sanctioned for violations of these standards occurring up to one (1) year after
23 the effective date of this Ordinance. This grace period shall not apply to continuing violations to the
24 extent they continue after the one-year grace period.

25 SECTION 47: A cable company shall notify subscribers and the City of any pricing
26 changes or additional charges (excluding temporary marketing and sales discounts, or offers) and any
27 changes in programming services (including the scrambling or descrambling of channels) through
28 announcements on the system and in writing. Notice of proposed rate changes shall itemize all new

1 rates and the amount of increase or decrease from current rates. Notice of proposed programming
2 changes shall include a description of any new programming services, channel assignments, hours of
3 programming operation, and any changes to existing channel positions and programming services
4 affected by such changes. Notice must be given to subscribers a minimum of thirty (30) days in
5 advance of such changes. Notice must be given to the City at least fifteen (15) days prior to such
6 notice to subscribers, if the change is within the control of the cable company. Notice of any such
7 change that is not within a cable company's control shall be provided to the City as soon as
8 practicable, and if possible prior to subscriber notification.

9 SECTION 48: If a cable company participates in promotions in which premium
10 channels offering X, NC-17 or R-rated programming are delivered unscrambled or free of charge, it
11 must provide notice to all subscribers at least thirty (30) days prior to such promotions advising that
12 they can request that the promotional channel be blocked.

13 SECTION 49: A cable company shall provide written information to subscribers on
14 each of the following areas at the time of installation of service, at least annually to all subscribers,
15 at any time upon request, and at least thirty (30) days prior to making significant changes in the
16 information required by this Section:

17 (A) Products and services offered.

18 (B) Prices and options for service.

19 (C) Conditions and restrictions of service, including but not limited to need for
20 equipment and equipment rental requirements.

21 (D) Service charges, including deposits, installation, late fees, equipment, and repair
22 charges, whether regulated or unregulated.

23 (E) Installation and maintenance policies, delinquent subscriber disconnect and
24 reconnect procedures, and any other of its policies applicable to its subscribers, including, when
25 applicable, information regarding the subscriber's home wiring rights and information describing
26 ownership of internal wiring during the period service is provided.

27 (F) Instructions on how to use the cable television service and operate any
28 subscriber terminal equipment.

- 1 (G) Channel positions of all programming carried on the system.
- 2 (H) Billing and complaint procedures.
- 3 (I) Refund and credit policies.
- 4 (J) Availability of parental control devices.
- 5 (K) Procedures for changes or termination of service and any associated charges.
- 6 (L) Procedures by which the subscriber will be notified of changes in fees, charges,
7 deposits, or associated terms and conditions for service.
- 8 (M) Subscriber privacy rights.
- 9 (N) Address and telephone number of the cable company's local office to which
10 complaints may be reported.
- 11 (O) Procedures for reporting and resolving service problems.
- 12 (P) The cable company's emergency service telephone number.
- 13 (Q) A copy of the service contract, if any.
- 14 (R) Notice of the availability of universal remote controls and other compatible
15 equipment (a list of which, specifying brands and models, shall be provided to any subscriber upon
16 request).
- 17 (S) Information concerning the City's responsibility as franchising authority,
18 including the address and telephone number of the City's consumer information office regarding cable.
19 Copies of all such materials provided to subscribers shall also be made available to the City upon
20 request by the City at least annually.

21 SECTION 50: Prior to the beginning of any system upgrade construction, and
22 periodically during each phase, a cable company shall inform the public and its subscribers about the
23 progress of the upgrade, areas where construction crews will be working and any expected temporary
24 interruptions to existing services which may occur.

25 SECTION 51: In order that subscribers be fully informed of the charges they may
26 incur, telephonic communications and all cable company promotional materials, announcements, and
27 advertising of residential cable television service to subscribers and the general public, where price
28 information is listed in any manner, shall clearly and accurately disclose price terms and options and

1 shall quote the rates, fees, and charges. In all communications to subscribers, a cable company must
2 use generally accepted terminology. A cable company shall take appropriate steps to ensure that price
3 terms are clearly and accurately disclosed to potential customers before an order is accepted.

4 SECTION 52: A cable company shall provide the City with a complete schedule of all
5 current programming services, excluding pay-per-view rates and charges and commercial rates, and
6 shall keep this schedule updated during its franchise term.

7 SECTION 53: A cable company shall maintain a public file containing all notices
8 provided to subscribers under these customer service standards. Copies of all such notices,
9 promotional or special offers sent to subscribers, and of any agreements used with subscribers, shall
10 be filed with the City upon request.

11 SECTION 54: (A) A cable company shall provide and require all employees and
12 agents, including employees of subcontractors, who come in contact with the public to wear cable
13 company identification. The identification document shall:

14 (1) Be worn on the outside of said representative's clothing and visible to other
15 persons;

16 (2) Bear the name and a picture of said representative; and

17 (3) Prominently display the cable company's name and address.

18 (B) All cable company vehicles, including those of its agents and subcontractors, used for
19 construction, installation, maintenance or removal of its facilities, shall prominently display signage
20 identifying the cable company.

21 SECTION 55: (A) A cable company's office shall be accessible by all persons
22 within its service area through a toll-free telephone number twenty-four (24) hours a day, including
23 weekends and holidays.

24 (B) A cable company's customer service operators shall be trained to screen requests and
25 assist in solving problems. Such customer service representatives will identify themselves by at least
26 their first names immediately upon initial contact. A subscriber shall be transferred to a supervisor
27 upon request, or, if none is available, receive a return call from a supervisor within one (1) working
28 day of request.

1 (C) A cable company shall maintain a local business office accessible to the public for the
2 purpose of transacting business, including but not limited to taking installation and service requests,
3 offering and exchanging equipment, receiving billing and service inquiries and resolving complaints.
4 Excluding legal holidays, the business office shall be open to receive inquiries or complaints from the
5 public as follows:

6 (1) During normal business hours on weekdays, with minimum opening and
7 closing times of nine a.m. and five p.m., respectively; and

8 (2) For extended hours of at least four (4) hours per week, which may include
9 weekdays after five p.m. or weekends, or a combination of both, at the discretion of the cable
10 company.

11 (D) During normal business hours and the extended hours specified in Subsection (C) of
12 this Section, a cable company must have telephone lines and adequate staff available to accept or
13 exchange equipment, such as converters, at the option of the cable company either at its office or in
14 the field:

15 (1) To schedule and perform emergency service or emergency technician calls;

16 (2) To accept payments at its office or at a drop box; and

17 (3) To answer subscriber inquiries.

18 (E) Under normal operating conditions, the following standards shall be met by a cable
19 company at least ninety percent (90%) of the time, measured quarterly:

20 (1) Telephone answering time, including wait time, shall not exceed thirty (30)
21 seconds;

22 (2) Call transfer time shall not exceed an additional thirty (30) seconds;

23 (3) No more than three percent (3%) of incoming customer service callers shall
24 receive a busy signal;

25 (4) Customer service operators will identify themselves immediately upon initial
26 contact; and

27 (5) When the business office is closed, an answering machine or service capable
28 of receiving and recording service complaints and inquiries shall be employed if the telephone is not

1 answered by a person. Inquiries received after hours must be responded to by a trained representative
2 of the cable company on the next business day. To the extent possible, the after-hours answering
3 service shall comply with the same telephone answer time standard set forth in this Section. Any
4 answering service employed by a cable company shall provide the cable company on a monthly basis
5 written detailed records of all service calls received, including date, time and nature of call, which
6 shall be made available for inspection by the City upon reasonable notice during normal business
7 hours.

8 (F) A cable company shall at all times provide emergency telephone lines so that the City
9 and other local governments can contact the cable company immediately when necessary (*e.g.*, in the
10 event of an emergency or service interruption). The cable company shall notify the City as promptly
11 as possible by any available means whenever there is a total interruption of telephone service which
12 affects the cable company's subscriber service telephone lines.

13 SECTION 56: (A) A cable company shall investigate complaints, make every effort
14 to resolve such complaints, and report the results of the investigation to the complainant within five
15 (5) working days of receipt of the complaint.

16 (B) If a complaint is not resolved to the satisfaction of both the complainant and the cable
17 company, the cable company shall immediately inform the complainant orally, and follow up in
18 writing, of the complaint procedures and the City's cable consumer information office address and
19 telephone number.

20 (C) If the City refers a complaint to a cable company on behalf of a complainant, the cable
21 company shall investigate the complaint and report the results of the investigation in writing to the
22 City and to the complainant within seven (7) working days.

23 (D) Under normal operating conditions, billing inquiries and requests for service, repair,
24 and maintenance not involving service interruptions must be acknowledged by a trained customer
25 service representative within twenty-four (24) hours, or prior to the end of the next business day,
26 whichever is earlier. A cable company shall respond to all other inquiries within five (5) business
27 days of the inquiry or complaint.

28 SECTION 57: Under normal operating conditions, each of the following standards

1 shall be met by a cable company at least ninety-five percent (95%) of the time, as measured on a
2 quarterly basis:

3 (A) Standard installations (those installations at serviceable addresses that consist
4 of an aerial or underground drop of no more than three hundred feet (300') in length running from the
5 nearest feeder cable of the system to the terminal of the subscriber using exposed wiring inside the
6 subscriber's premises) shall be completed within seven (7) business days after the order is placed,
7 unless a later appointment date is agreed to by the subscriber.

8 (B) Non-standard installations (those which exceed standard minimum lengths or,
9 in the case of underground drop, which involve unforeseen conditions beyond routine trenching and
10 laying of cable) shall be completed within sixty (60) days after such requests, unless reasonable
11 construction permitting or installation time frames impose a later installation date. A cable company
12 shall immediately notify the affected subscriber of any such installation delays beyond the sixty (60)
13 day requirement.

14 (C) A cable company shall investigate all service requests and initiate service or
15 repair as soon as practicable but no later than thirty-six (36) hours after the request. The results of
16 such service or repair requests shall be reported to the subscriber within three (3) working days of the
17 request.

18 (D) Repairs and maintenance for service interruptions and other repairs not
19 requiring work within a subscriber's premises must be completed within twenty-four (24) hours after
20 the subscriber reports the problem to a cable company or its representative or the interruption or need
21 for repairs otherwise becomes known to the cable company.

22 (E) Work on all other requests for service must be begun by the next business day
23 after notification of the problem.

24 (F) All requests for service, except installation requests, must be completed in the
25 shortest time possible, but in any event within three (3) days from the date of the initial request. The
26 three day time limit shall not apply if, for reasons beyond the cable company's control, the work could
27 not be completed in those time periods even with the exercise of all due diligence. The failure of a
28 cable company to hire sufficient staff or to properly train its staff shall not justify its failure to comply

1 with this provision. If the cable company fails to complete the work within the specified time period,
2 it shall nonetheless proceed to complete the work as soon as possible. Except as preempted by Federal
3 law, no charge shall be made to the subscriber for such service, except for the cost of repairs to a cable
4 company's equipment or facilities where it can be documented that the equipment or facility was
5 damaged by a subscriber.

6 SECTION 58: (A) A cable company shall perform service calls, installations, and
7 disconnects at least during normal business hours. Maintenance service capability enabling the
8 prompt location and correction of major system malfunctions shall be available at all times.

9 (B) A cable company shall schedule installation, maintenance or repair service
10 appointments with subscribers during a designated four-hour (4) block of time agreed to by the
11 subscriber to enter said subscriber's residence or business to install, maintain, repair or adjust
12 equipment or services. Such appointment blocks shall be scheduled either during morning or
13 afternoon hours (*e.g.*, eight a.m. to twelve noon, or one p.m. to five p.m.) or at a time mutually agreed
14 upon by the subscriber and cable company. Where a subscriber cannot conveniently arrange for a
15 service call or installation during normal business hours, the cable company shall also schedule service
16 and installation calls outside normal business hours for the express convenience of the subscriber.

17 (C) Under normal operating conditions, a cable company shall provide a minimum of one
18 (1) day's advance notice of an appointment cancellation and may not cancel an appointment with a
19 subscriber after the close of business on the business day prior to the scheduled appointment. A cable
20 company may not cancel an appointment with a subscriber after the close of business on the business
21 day preceding the appointment, nor may the cable company miss a duly scheduled appointment. If
22 a cable company's representative is running late for an appointment with a subscriber and will not be
23 able to keep the appointment as scheduled, the cable company shall contact the subscriber, and
24 reschedule the appointment as necessary, at a time which is convenient for the subscriber. If a cable
25 company is unable to keep a scheduled appointment and has not previously provided notice of
26 cancellation to the subscriber, the cable company will make at least two attempts to directly contact
27 and notify the subscriber during the scheduled appointment block, documenting its efforts to do so.
28 The cable company will give the subscriber notice of its inability to keep the appointment, and of its

1 attempts to contact the subscriber.

2 SECTION 59: (A) At the time of service, cable company technicians will provide
3 appropriate technical adjustments (e.g., grounding) necessary for the subscriber's equipment to receive
4 satisfactory reception, provided the subscriber's equipment is in good working condition.

5 SECTION 60: A cable company shall keep an emergency system maintenance and
6 repair staff, capable of responding to and repairing system malfunctions or interruptions, on a twenty-
7 four (24) hour basis, and shall respond to service interruptions twenty-four (24) hours a day, seven (7)
8 days a week under normal operating conditions.

9 SECTION 61: A cable company shall keep a maintenance service record which will
10 indicate the nature of each service complaint, the date and time it was received, the disposition of said
11 complaint, and the time and date thereof. Complete records of the cable company's action in response
12 to all complaints shall be made available for inspection by the City upon reasonable request during
13 normal business hours.

14 SECTION 62: Except as Federal law preempts, no charge shall be made to the
15 subscriber for repairs or maintenance of cable company-owned equipment or facilities, except for the
16 cost of repairs to the cable company's equipment or facilities where it can be shown that the equipment
17 or facility was damaged by a subscriber.

18 SECTION 63: With regard to mobility-limited subscribers, upon subscriber request,
19 a cable company shall arrange for pickup and replacement of converters or other cable company
20 equipment at the subscriber's address or by a satisfactory equivalent (such as the provision of a
21 postage-prepaid mailer).

22 SECTION 64: A cable company shall provide at least five (5) days' written notice to
23 the affected property owner of the approximate time its employees or representatives plan to enter
24 onto said property owner's external property for the purpose of equipment installation, service,
25 maintenance or repair of the system.

26 SECTION 65: (A) A cable company shall fill all installation requests pursuant to
27 the provisions of this Section unless:

28 (1) The cable company cannot obtain access to the requesting person's premises

1 in accordance with the installation times specified in Section 58 of this Ordinance;

2 (2) The requesting person has not paid reasonable advance deposits and fees
3 required by the cable company;

4 (3) The requesting person is currently in debt to the cable company; or

5 (4) The requesting person has been convicted of theft of cable television service.

6 (B) The subscriber's preference as to the point of entry into the residence shall be observed
7 whenever feasible. Runs in building interiors shall be as unobtrusive as possible. A cable company
8 shall use due care in the process of installation and shall repair any damage to the subscriber's property
9 caused by said installation. Such restoration shall be undertaken as soon as possible after the damage
10 is incurred and shall be completed within no more than thirty (30) days after the damage is incurred.
11 All installations will include appropriate technical adjustments in order to receive service, and comply
12 with the provision of any consumer information and literature required by applicable law to instruct
13 the subscriber in the utilization of the service.

14 (C) Except as Federal rate regulations may otherwise require, a cable company shall not
15 assess a subscriber any cost other than a standard installation charge for service drops of three hundred
16 feet (300') or less, for a single outlet, unless the cable company demonstrates to the City's satisfaction
17 that extraordinary circumstances justify a higher charge.

18 (D) Except as applicable law may otherwise require, where a drop exceeds three hundred
19 feet (300') in length, a cable company may charge a subscriber allowable rates for installing the drop
20 beyond three hundred feet (300), provided that drop length charged for shall be the difference between
21 the actual length of the installed drop and three hundred feet (300').

22 (E) In locations where a cable company's system must be underground, drops must be
23 placed underground as well. Except as Federal law may otherwise require, in any area where the cable
24 company would be entitled to install a drop aboveground, the cable company will provide the
25 homeowner the option to have the drop installed underground if requested, but may charge the
26 homeowner the difference between the allowable charge for the above-ground installation and the
27 allowable charge for the underground installation.

28 (F) A cable company shall adhere to FCC regulations regarding antenna switches. The

1 cable company shall not, as a condition to providing cable television service, require any subscriber
2 or potential subscriber to remove any existing antenna structures for the receipt of over-the-air
3 television signals.

4 SECTION 66: (A) A cable company may intentionally interrupt service on the cable
5 system only for good cause and for the shortest time possible and, except in emergency situations or
6 to the extent necessary to fix the affected subscriber's service problems, only after a minimum of forty-
7 eight (48) hours prior notice to subscribers and the City of the anticipated service interruption;
8 provided, however, that planned maintenance that does not require more than four (4) hours
9 interruption of service and that occurs between the hours of twelve midnight and six a.m. shall not
10 require such notice to subscribers, but shall require notice to the City no less than twenty-four (24)
11 hours prior to the anticipated service interruption.

12 (B) If an unscheduled service interruption or outage occurs for a duration of two (2) or
13 more continuous hours to three percent (3%) or more of the subscribers in the service area, the cable
14 company shall notify the City within two hours of such occurrence, or at the opening of business on
15 the next business day if the interruption occurred outside normal business hours.

16 (C) A cable company shall provide the City with prompt notice of any service interruptions
17 of which the cable company is aware, including advance notice of any planned service interruptions.

18 SECTION 67: (A) A cable company's bill shall be clear, concise, and
19 understandable. Bills must be itemized including, but not limited to, basic and premium service
20 charges and equipment charges as well as charges for any other service packages ordered by the
21 subscriber. Bills shall clearly delineate all activity during the billing period, including optional
22 charges, rebates, and credits, and permit subscribers readily to determine the cost of each service or
23 equipment item that is part of the total bill. The portion of the bill retained by the subscriber must
24 include:

- 25 (1) Payment due date;
26 (2) Service dates covered by the billing;
27 (3) Any applicable credits due to the subscriber, or past due amounts owed by the
28 subscriber;

1 (4) Itemization of charges for each tier of programming or service package and
2 equipment item charged to the subscriber;

3 (5) Late payment fee, if any, and late payment due date;

4 (6) Address, telephone number and business hours to contact the cable company
5 regarding customer service and billing inquiries or disputes;

6 (7) The City's cable consumer information office, address and telephone number;
7 and

8 (8) If government-imposed fees or taxes are itemized, such fees or taxes.

9 (B) A cable company shall submit to the City on a monthly basis a sample cable company
10 subscriber billing for that month itemizing all current charges for services and equipment.

11 (C) A cable company's first billing statement after a new installation or service change shall
12 be prorated as appropriate and shall reflect any security deposit.

13 (D) The cable company's billing statement must show a specific payment due date not
14 earlier than at least ten (10) business days from the date the bill is postmarked, unless otherwise
15 agreed to pursuant to a residential rental agreement establishing tenancy. The cable company shall
16 not assess a late fee earlier than the due date of the next billing cycle. Any late fee imposed by the
17 cable company that does not exceed five dollars and fifty cents (\$5.50) in 1998 dollars (adjusted
18 annually for inflation based on the Consumer Price Index) shall be presumed reasonable to recover
19 the costs associated with the delinquent payment. The late fee shall appear on the following month's
20 billing statement. A cable company may not charge a late fee unless:

21 (1) The subscriber's bill sets forth when the late fee will be assessed; and

22 (2) The bill sets forth the amount of the late fee.

23 (E) Subscribers shall not be charged a late fee or otherwise penalized for any failure by a
24 cable company, including failure to timely or correctly bill the subscriber, or failure to properly credit
25 the subscriber for a payment timely made.

26 (F) A cable company must notify the subscriber that he or she can remit payment in person
27 at the cable company's business office and inform the subscriber of the address of that office.

28 SECTION 68: (A) Under normal operating conditions, if a cable company fails,

1 through no fault of the subscriber or contrary to prior agreement with the subscriber, to perform
2 installations within the prescribed time lines as defined in Section 58 of this Ordinance, or does not
3 arrive for appointments for installations within the scheduled appointment block pursuant to this
4 Section, the cable company shall provide free installation to the subscriber, or shall provide a credit
5 of at least Ten and No/100ths Dollars (\$10.00) if the requested installation was already free or
6 discounted.

7 (B) Under normal operating conditions, if a cable company fails, through no fault of the
8 subscriber or contrary to prior agreement with the subscriber, to perform scheduled maintenance or
9 repairs, or does not arrive for appointments for maintenance or repairs within the scheduled
10 appointment block pursuant to Section 58, the cable company shall provide the scheduled maintenance
11 or repair free to the subscriber, or shall provide a credit of at least Twenty and No/100ths Dollars
12 (\$20.00) if the maintenance or repair was already free.

13 (C) Under normal operating conditions, a cable company shall issue an automatic credit
14 to the accounts of all subscribers within a definable service area, whether or not notified by
15 subscribers, when there is a service interruption affecting all channels, including premium channels
16 and non-premium channels, for four (4) hours or longer in a twenty-four (24) hour period. If there is
17 a service interruption on one or more such channels for two hours or longer in a twenty-four (24) hour
18 period, the cable company shall issue a credit to accounts of subscribers who notify the cable company
19 of such service interruption, whether or not the subscriber specifically asks for a credit. Such credit
20 shall equal, at a minimum, the value of one-thirtieth (1/30th) of the subscriber's current monthly bill,
21 excluding pay-per-view and special events. In the event that a pay-per-view channel is affected by
22 a service interruption, the cable company shall issue full credit to the accounts of all subscribers who
23 paid in advance for such event.

24 (D) Credits pursuant to this Section will be issued no later than the subscriber's next billing
25 cycle following the determination that a credit is warranted. Refunds and credits pursuant to this
26 Section will be issued by a cable company within sixty (60) days following the resolution of the event
27 giving rise to the refund or credit.

28 (E) If a cable company fails to pay a subscriber any refunds or credits within sixty (60)

1 days pursuant to this Section, the cable company shall pay interest to the subscriber, in addition to the
2 original credit or refund, at the same interest rate applicable to late franchise fee or cable television
3 service permit fee payments.

4 (F) A cable company may require reasonable, non-discriminatory, refundable deposits for
5 service or equipment, provided that:

6 (1) If a subscriber's account is in good standing with the cable company for one (1)
7 year, the cable company shall refund to the subscriber any deposits made by the subscriber, plus
8 interest at a rate equal to the commercial prime interest rate of the City's primary depository bank
9 during that year; and

10 (2) Upon termination of service for any reason, a cable company shall either:

11 (a) Refund to the subscriber any unrefunded deposits, plus interest at the
12 rate described above, and the unused portion of any prepaid service charge (if termination is prior to
13 end of a prepaid period), but specifically excluding installation fees; or

14 (b) Issue a credit equal to the amount of any refund as defined in this
15 Section, including deposit, interest and unused portion of prepaid service charge, which is owed to
16 the subscriber, to be applied against amounts owed by the subscriber to the cable company. If such
17 credit exceeds the amounts owing, the remainder shall be refunded as indicated above.

18 (G) Credits stated in dollar amounts in this Section are in 1998 dollars and shall be adjusted
19 annually for inflation based on the Consumer Price Index.

20 SECTION 69: (A) A subscriber may terminate service at any time.

21 (B) A cable company shall disconnect a subscriber's service within six (6) working days
22 of a subscriber's request. No period of notice prior to voluntary termination or downgrade of service
23 may be required of subscribers by a cable company. A cable company shall cease to charge a
24 subscriber for cable television service immediately after receiving a request to discontinue cable
25 television service. If for any reason a subscriber terminates cable television service prior to the end
26 of a prepaid period, the unused portion of any prepaid service fees shall be refunded to the subscriber
27 within thirty (30) days or by the end of the next billing cycle, whichever is earlier.

28 (C) No charge may be imposed for any voluntary disconnection or downgrade, except to

1 the extent that Federal law specifically provides that the cable company must be permitted so to
2 charge a subscriber. So long as the subscriber returns, or permits the cable company to retrieve, any
3 equipment necessary to receive a service within five (5) business days of the disconnection, no charge
4 may be imposed by any cable company for any cable television service delivered after the date of the
5 disconnect request.

6 (D) A subscriber may be asked, but not required, to disconnect a cable company's
7 equipment and return it to the business office.

8 SECTION 70: A cable company shall not terminate residential service for non-payment
9 of a delinquent account unless the cable company furnishes written notice of the delinquency and
10 impending termination at least fifteen (15) days prior to the proposed termination. The notice shall
11 be mailed to the subscriber to whom the service is billed and shall be postmarked no earlier than the
12 sixteenth (16th) day after the due date of the unpaid bill. Such notice may be part of a billing
13 statement. Such notice shall be mailed, postage pre-paid, to the subscriber to whom the service is
14 billed, and may be part of a billing statement. A cable company shall terminate service only on days
15 when a subscriber can reach a representative of the cable company either in person or by telephone.
16 Service terminated without good cause must be restored without charge for the service restoration.
17 Good cause includes but is not limited to failure to pay, payment by check for which there are
18 insufficient funds, theft of service, abuse of cable company equipment, employees or representatives,
19 or other similar actions. If the subscriber pays all amounts due, including late charges, before the date
20 scheduled for disconnection, the cable company shall not disconnect service. After disconnection,
21 upon payment by the subscriber in full of all proper fees or charges, including the payment of the
22 reconnection charge, if any, the cable company shall promptly reinstate service.

23 SECTION 71: A cable company may immediately disconnect a subscriber if the
24 subscriber is damaging or destroying the cable company's cable system or equipment. After
25 disconnection, the cable company shall restore service after the subscriber provides adequate
26 assurance that it has ceased the practices that led to disconnection, and paid all proper fees and
27 charges, including any reconnect fees and amounts owed the cable company for damage to its cable
28 system or equipment.

1 SECTION 72: A cable company may disconnect a subscriber that causes signal leakage
2 in excess of Federal limits. The cable company may disconnect a subscriber without notice where
3 signal leakage is detected originating from the subscriber's premises in excess of Federal limits,
4 provided that the cable company shall immediately notify the subscriber of the problem and, once the
5 problem is corrected, reconnect the subscriber without charge.

6 SECTION 73: A cable company shall reconnect service to customers wishing
7 restoration of service, provided such a customer shall first satisfy any previous obligations owed.

8 SECTION 74: A cable company shall furnish and maintain services to each person who
9 makes a bona fide request to receive any service. Nothing in this Section shall limit the right of a
10 cable company to deny service to any household which or individual who has a negative credit or
11 service history with the cable company, which may include nonpayment of bills or theft or damage
12 to the cable company's equipment, or who has threatened or assaulted employees of the cable
13 company in the course of their employment, provided that in the event service is denied, the cable
14 company will give notice to the denied person of the right to contact the appropriate regulatory
15 authority, providing name, address, and telephone number of the City.

16 SECTION 75: A cable company shall not request more personally identifying
17 information than is necessary to confirm the identity of a subscriber. The type of information
18 considered to be necessary may vary depending on the individual subscriber, but the cable company
19 may not deny service to a person who fails to provide a Social Security number, although additional
20 deposits may be required. However, a cable company may deny service if a person fails to produce
21 any verifiable personally identifying information after being requested to do so.

22 SECTION 76: (A) A cable company may not alter the service being provided to a
23 class of subscribers (including by retiering, restructuring or otherwise) without the express permission
24 of each subscriber, unless it complies with this Section, except to the extent that Federal law
25 specifically provides that the cable company must be permitted to make such alterations in a manner
26 inconsistent with this Section.

27 (B) No charge may be made for any service or product that the subscriber has not
28 affirmatively indicated it wishes to receive. Payment of the regular monthly bill does not in and of

1 itself constitute such an affirmative indication.

2 (C) A cable company shall comply with all applicable law regarding buy-through of tiers.

3 SECTION 77: Upon the request of a subscriber, a cable company shall make available
4 a device by which the subscriber is able to block completely the video and audio signals of a particular
5 cable television service. The control option described herein shall be made available to all subscribers
6 requesting it when any cable television service is provided, or reasonably soon thereafter.

7 SECTION 78: (A) A cable company shall keep such records as are necessary to
8 show compliance with the customer service standards of this Chapter and FCC customer service
9 standards.

10 (B) Unless this requirement is waived in writing by the City, a cable company shall file
11 annually with the City a statement signed by an officer or employee certifying compliance with the
12 customer service standards of this Chapter for each calendar quarter. Each such certification shall be
13 filed with the cable company's annual report. If the cable company is unable to certify full compliance
14 for each calendar quarter, it must indicate in its filing each standard with which it is in compliance,
15 and which it is in non-compliance.

16 (C) If a cable company is in non-compliance with any customer service standard during
17 any calendar quarter, it shall include in its annual filing a statement specifying areas of non-
18 compliance, the reason for the non-compliance and a remedial plan.

19 (D) If a cable company fails to file a compliance certificate or non-compliance statement
20 as required in this Section, it shall be liable for the liquidated damages specified herein for violation
21 of customer service standards.

22 (E) In addition, except as prohibited by Federal law, a cable company shall be subject to
23 penalties, forfeitures and any other remedies or sanctions available under Federal, State or City law
24 if it fails to comply with the standards herein.

25 SECTION 79: A cable company shall not engage in acts that have the purpose or effect
26 of limiting competition for the provision of cable television service or services similar to cable
27 television service in the City, except for such actions as are expressly permitted by Federal or State
28

1 law.

2 **ARTICLE V: RATES, FEES, REPORTS AND RECORDS**

3 SECTION 80: The City reserves the right to regulate all rates and charges for cable
4 television services except to the extent it is prohibited from doing so by law.

5 SECTION 81: (A) The City finds that rights-of-way of the City and State to be used
6 by a cable company for the operation of a cable system and to provide cable television service are
7 valuable public property acquired and maintained by the State and City at great expense to the
8 taxpayers. The City further finds that the grant of a cable franchise or cable television service permit
9 for use of rights-of-way to provide service is a valuable property right without which a cable company
10 would be required to invest substantial capital. In order to facilitate the ongoing financial support
11 necessary for the administration of this Chapter, an enterprise fund is intended to be established by
12 future action of the City Council for the Real Estate and Asset Management Division. This enterprise
13 fund will be initially funded by the \$1.8 million dollars collected for the approval of the Settlement
14 Agreement between the City of Las Vegas and Community Cable TV d/b/a Prime Cable of Las Vegas,
15 Prime South Diversified, Inc., and Cox Communication Las Vegas, Inc. dated September 28, 1998.
16 Thereafter, one percent (1%) of the total franchise fees collected from cable related fees will be
17 deposited to this enterprise fund for the next two (2) years. After the course of two (2) years, two
18 percent (2%) of the total franchise fees collected from cable-related fees will be deposited to this
19 enterprise fund. These monies are to be primarily used for the purpose of supporting the regulation
20 of this Chapter and in support of public, educational and government access channels per Federal
21 regulations, but shall not in any way prohibit the City Council from reallocating this money for some
22 other purpose in the future, if it so desires.

23 SECTION 82: (A) Each cable company shall pay a franchise fee or cable television
24 service permit fee in an amount set forth in its agreement.

25 (B) In the event that any franchise fee or cable television service permit fee payment or any
26 recomputation amount is not paid by the due date, then interest shall accrue to the City from such due
27 date at a rate equal to the commercial prime interest rate of the City's primary depository bank during
28

1 the period such unpaid amount is owed.

2 (C) In the event that a cable franchise or cable television service permit is revoked prior
3 to its expiration date, the cable company shall file with the City, within thirty (30) days after the date
4 of revocation, a financial statement certified by the cable company's chief financial officer or an
5 independent certified public accountant clearly showing the gross revenues received by the cable
6 company since the previous fee payment period and shall pay at that time any fees accrued as of the
7 date of revocation.

8 SECTION 83: (A) A franchise fee or cable television service permit fee shall not
9 be considered in the nature of a tax or in lieu of other taxes or fees imposed by the City.

10 (B) The franchise fee or cable television service permit fee is in addition to all other taxes
11 and payments that a cable company may be required to pay under its agreement or any Federal, State,
12 or City law, and to any other tax, fee, or assessment imposed by utilities and providers of cable
13 television service for use of their services, facilities, or equipment, including any applicable
14 amusement taxes, except to the extent that such fees, taxes, or assessments are treated as a "franchise
15 fee" under Section 622 of the Cable Act, 47 U.S.C. § 542.

16 (C) No cable company may designate the franchise fee or cable television service permit
17 fee in a fraudulent or misleading manner.

18 SECTION 84: (A) No acceptance of any payment by the City shall be construed
19 as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any
20 claim that the City may have for further or additional sums due or for the performance of any other
21 obligation of a cable company.

22 (B) All amounts paid shall be subject to audit and recomputation by the City.

23 SECTION 85: (A) Franchise fees or cable television service permit fees shall be
24 paid on all those revenues derived from the operation of a cable system to provide cable television
25 service.
26

27 (B) The provisions of any agreement, including but not limited to the definition of gross
28 revenues, and of this Chapter, shall be interpreted so as to prevent a cable company from avoiding by

1 corporate reorganization or otherwise the payment of fees that could otherwise lawfully be collected,
2 and so as to prevent the City from charging fees twice on the same revenues.

3 SECTION 86: (A) The City shall have the right to inspect and copy at any time
4 during normal business hours at a cable company's office in the City all books, receipts, as-built maps,
5 financial statements, contracts, service complaint logs, performance test results, records of requests
6 for service, computer records, legends, and disks or other storage media and other like material which
7 are appropriate in order to monitor compliance with the terms of this Chapter, an agreement, or
8 applicable law. This includes not only the books and records of the cable company, but any books
9 and records, to the extent such books or records relate to the system. A cable company is responsible
10 for collecting the information and producing it at the location specified above, and by accepting its
11 cable franchise or cable television service permit it affirms that it can and will do so. A cable
12 company may request that the inspection take place at some other location, provided that:

13 (1) The cable company must make necessary arrangements for copying documents
14 selected by the City after review; and

15 (2) The cable company must pay all travel and additional copying expenses
16 incurred by the City in inspecting those documents or having those documents inspected by its
17 designee.

18 (B) A cable company shall maintain financial records that allow analysis and review of its
19 gross revenues within the incorporated area of the City of Las Vegas.

20 (C) Access to a cable company's records shall not be denied by the cable company on the
21 basis that said records contain proprietary information. Refusal to provide information required herein
22 to the City shall be grounds for revocation. All such information received by the City shall remain
23 confidential insofar as permitted by applicable State and Federal law.

24 SECTION 87: A cable company shall make available to the City upon request all
25 reports and materials submitted to or received from the FCC, the Security and Exchange Commission,
26 or any other Federal or State regulatory commission or agency having jurisdiction over any matter
27 affecting operation of the cable company, including but not limited to any proof of performance tests
28

1 and results, Equal Employment Opportunity reports, and all petitions, applications, and
2 communications of all types regarding the cable system, or a group of cable systems of which the
3 cable company's cable system is a part, submitted or received by the cable company, an affiliate, or
4 any other person on the behalf of the cable company.

5 SECTION 88: (A) A cable company upon request shall provide the City with true
6 and accurate maps or plats of all existing installations and update the same at reasonable intervals, so
7 that the City will at all times have a current set of such maps and plats. Upon the City's request, such
8 maps will be provided in an electronic form compatible with the City's geographic information
9 systems.

10 (B) The City shall, at no charge, provide to a cable company information necessary for the
11 cable company to determine which persons live within the boundaries of its service area. If a cable
12 company requests the City to provide such information in a specific form, the City may charge a fee
13 for the cost of providing the information in that form.

14 SECTION 89: Unless this requirement is waived in whole or in part by the City, no
15 later than ninety (90) days after the end of its fiscal year, the cable company shall submit a written
16 report to the Manager of Real Estate and Asset Management Division in a form directed by the
17 Manager which shall include:

18 (A) A summary of customer complaints, identifying both the number and nature of the
19 complaints received.

20 (B) An annual statement of gross revenues derived from the operation of the cable system,
21 certified by the company's chief financial officer or an independent certified public accountant.

22 (C) Any audited financial statements, prepared by an independent certified public
23 accountant, produced for the cable company in the normal course of business, or, if no such statements
24 are prepared for the cable company, any such audited financial statements for a parent company that
25 consolidates the financial data of the cable company, provided, however, that no such statements need
26 to be filed if no such statements are prepared in the normal course of business.

27 (D) Such other information as the City may direct.
28

1 SECTION 90: (A) A cable company shall at all times maintain:

2 (1) Complete and accurate books of account and records regarding the cable
3 company's ownership and operation of the system and the provision of services over the system,
4 including, without limitation, books of account and records adequate to enable the cable company to
5 demonstrate that it is, and throughout the term of its agreement has been, in compliance with that
6 agreement and with applicable law;

7 (2) A full and complete set of plans, records, and "as built" maps showing the exact
8 location of all system equipment installed or in use in the City, exclusive of subscriber service drops;

9 (3) Records of service interruptions, indicating date, duration, area, and the
10 estimated number of subscribers affected, type of service interruption, and cause;

11 (4) Records of service calls for repair and maintenance indicating the date and time
12 service was required, the date of acknowledgment and date and time service was scheduled (if it was
13 scheduled), and the date and time service was provided, and (if different) the date and time the
14 problem was solved;

15 (5) Records of installation/reconnection and requests for service extension,
16 indicating date of request, date of acknowledgment, and the date and time service was extended; and

17 (6) A file showing its plan and timetable for construction or rebuild of the cable
18 system.
19

20 (B) A cable company shall track and provide reports on customer complaints, whether
21 written, verbal, or telephonic, or whether generated by customers or the City, including but not limited
22 to billing dispute, installation, maintenance, service or repair complaints (with any answering service
23 records included), in the following manner:

24 (1) A complaint log shall be maintained by the cable company, indicating the name,
25 address and telephone number of complainant, the nature, date and time received, disposition, and date
26 of disposition of each complaint; and

27 (2) Complete records of all complaints received by the cable company and its
28 actions in response to said complaints shall be made available for inspection by the City upon

1 reasonable request during normal business hours.

2 (C) The City may require such additional information, records, and documents from time
3 to time as are appropriate in order to monitor compliance with the terms of this Chapter, an agreement,
4 or applicable law.

5 SECTION 91: A cable company shall take all steps that may be required to ensure that
6 it is able to provide the City all information which must be provided or may be requested under this
7 Chapter or the agreement, including by providing appropriate subscriber privacy notices. Nothing in
8 this Section shall be read to require the cable company to violate Section 631 of the Cable Act, 47
9 U.S.C. § 551. Each cable company shall be responsible for redacting any data that Federal law
10 prevents it from providing to the City. The City retains the right to question any such redaction and
11 to challenge it in any forum having jurisdiction over such a challenge. Records shall be kept for at
12 least forty-two (42) months.

13 SECTION 92: The City may, at its discretion, waive in writing the requirement of any
14 particular report specified in this Chapter or, where the contents of any report are common to other
15 jurisdictions, designate an agency to receive and review some or all such reports and make any
16 appropriate recommendations to the City.

17 **ARTICLE VI: INSURANCE, SURETY, AND INDEMNIFICATION**

18 SECTION 93: (A) Securing and maintaining all insurance coverages, or
19 demonstrating the ability to self-insure, for the minimum limits required herein is a condition of an
20 agreement, and no cable company shall commence work in rights-of-way or utility easements or
21 provide cable television service to subscribers within the City until all insurance requirements have
22 been met.

23 (B) All primary and excess insurance obtained for meeting the requirements of this Section
24 must be provided in compliance with State law, and any commercial insurance carrier providing any
25 required coverage must have an A.M. Best rating of A-VII or higher, and:

26 (1) The cable company shall provide a certificate of insurance naming the City, as
27 an additional insured, and stating that the policy will not be canceled, terminated or materially altered
28

1 by the insurer, nor will the insurer state an intention not to renew until thirty (30) days after providing
2 written notification of such to the Manager of the City Real Estate and Asset Management Division;
3 and

4 (2) The cable company shall be solely responsible for payment of all premiums for
5 insurance policies required in this Chapter.

6 (C) Within ten (10) days after approval of the agreement by the City Council, the cable
7 company shall provide proof of insurance to the Manager of Real Estate and Asset Management
8 Division, and maintain in full force and effect through the term of the cable franchise or cable
9 television service permit the following insurance coverages, insuring against all damages arising out
10 of or resulting from the installation, construction, operation, and maintenance of the system:

11 (1) General liability insurance, with minimum limits of two million dollars
12 (\$2,000,000.00) per occurrence, which includes coverage for products, completed operations, blanket
13 contractual liability, independent contractor hazard, broad form property damage, including but not
14 limited to coverage for explosion, collapse and underground hazard;

15 (2) Automobile liability insurance, with a minimum combined single limit per
16 occurrence of two million dollars (\$2,000,000.00), and which includes coverage for non-owned and
17 hired automobile liability. Automobile liability insurance may be included as part of general liability
18 insurance; and

19 (3) Workers' compensation insurance in accordance with Nevada Revised Statutes,
20 Chapters 616A, 616B, 616C, 616D and 617.

21 (D) The minimum limits may be provided for through a single primary insurance policy
22 providing such coverage or through addition of an umbrella liability policy written in excess of the
23 general liability, and automobile liability policies.

24 (E) If insurance coverage is obtained on a claims-made form, the cable company shall
25 provide proof of coverage for "prior acts" and proof of coverage for claims reported within two (2)
26 years of any occurrence.

27 (F) The required insurance may be provided in the form of conventional insurance,
28

1 self-insurance, or a combination of conventional insurance and self-insurance retention.

2 (G) The City Council may approve a plan of self-insurance as meeting the requirements
3 of this Section. The cable company may apply for such approval by written request to the Manager
4 of Real Estate and Asset Management Division, which shall include a detailed plan of self-insurance,
5 including retention limits, named excess insurance carrier, if any, and a copy of audited financial
6 statements. The City Council may impose conditions or requirements, including posting of security.
7 Such conditions or requirements may be unique from one cable company to another. The City Council
8 may, at any time during the term of an agreement, revoke approval of a plan of self-insurance, or
9 impose requirements or conditions for continued approval. Failure to comply with the conditions or
10 requirements imposed by the City Council shall be deemed as failure to meet the requirement for
11 insurance under this Section, and as a violation of a condition of an agreement.

12 SECTION 94: (A) A cable company shall, at its sole cost and expense, indemnify,
13 hold harmless, and defend the City, its officials, boards, commissions, councils, agents, and
14 employees, against any and all claims, suits, causes of action, proceedings, and judgments for damages
15 or equitable relief arising out of:

- 16 (1) The construction, maintenance, or operation of its cable system;
17 (2) Copyright infringements;
18 (3) The conduct of the cable company's business in the City; or
19 (4) In any way arising out of the cable company's enjoyment or exercise of the
20 cable franchise or cable television service permit, regardless of whether the act or omission
21 complained of is authorized, allowed, or prohibited by this Chapter or its agreement.
22

23 (B) The indemnity provisions of Subsection (A) does not apply to programming carried
24 on any channel set aside for public, educational, or governmental use, or channels leased pursuant to
25 Section 612 of the Cable Act, 47 U.S.C. § 532, unless the cable company was in any respect engaged
26 in determining the editorial content of the program, or adopts a policy of prescreening programming
27 for the purported purpose of banning or regulating indecent or obscene programming.

28 (C) The indemnity provisions of Subsection (A) includes, but is not limited to, the City's

1 reasonable attorneys' fees incurred in defending against any such claim, suit, or proceeding.

2 (1) Neither the provisions of this Section nor of Section 93 of this Ordinance nor
3 any damages recovered by the City shall be construed to limit the liability of a cable company for
4 damages under the cable franchise or cable television service permit.

5 **ARTICLE VII: PERFORMANCE GUARANTEES AND REMEDIES**

6 SECTION 95: Each agreement shall include liquidated damages in at least the
7 following amounts, in 1998 dollars and increased each year by the increase in the U.S. City Average
8 of the Consumer Price Index:

9 (A) The City may impose liquidated damages of Five Hundred and No/100ths Dollars
10 (\$500.00) per day for each day that any increment of new construction as required by an agreement
11 is not timely completed;

12 (B) Not more often than once a year, except for retesting, the City may instruct a cable
13 company to conduct a technical test of a reasonable number of locations to determine compliance with
14 FCC technical standards. If more than ten percent (10%) of the locations tested fail to meet the FCC
15 technical standards, the City may impose liquidated damages in the amount of One Hundred and
16 No/100ths Dollars (\$100.00) per day per location not in compliance, plus the City's reasonable costs
17 of enforcement, measured from the date the noncompliance is detected until the day that FCC
18 standards have been satisfied at each and every retested location.

19 (C) If a cable company violates, in any material way, any of the customer service standards
20 specified in its agreement, the City may impose liquidated damages in an amount up to Two Hundred
21 Fifty and No/100ths Dollars (\$250.00) per violation per day.

22 SECTION 96: (A) Any cable franchise or cable television service permit shall be
23 deemed revoked one hundred twenty (120) calendar days after an assignment for the benefit of
24 creditors or the appointment of a receiver or trustee to take over the business of a cable company,
25 whether in a receivership, reorganization, bankruptcy assignment for the benefit of creditors, or other
26 action or proceeding; provided, however, that a cable franchise or cable television service permit may
27 be reinstated at the City's sole discretion if, within that one hundred twenty calendar day (120) period:
28

- 1 (1) Such assignment, receivership or trusteeship has been vacated; or
2 (2) Such assignee, receiver, or trustee has fully complied with the terms and
3 conditions of this Chapter and the applicable agreement and has executed an agreement, approved by
4 a court of competent jurisdiction, under which it assumes and agrees to be bound by the terms and
5 conditions of this Chapter and the applicable agreement, and such other conditions as may be
6 established or as are required by applicable law.

7 (B) Notwithstanding the provisions of Subsection (A), in the event of foreclosure or other
8 judicial sale of any of the facilities, equipment, or property of a cable company, the City may revoke
9 the cable franchise or cable television service permit, following a public hearing before the City
10 Council, by serving notice on the cable company and the successful bidder, in which event the cable
11 franchise or cable television service permit and all rights and privileges of the cable franchise or cable
12 television service permit will be revoked and will terminate thirty (30) calendar days after serving
13 such notice, unless:

- 14 (1) The City Council has approved the transfer of the cable franchise or cable
15 television service permit to the successful bidder; and
16 (2) The successful bidder has covenanted and agreed with the City to assume and
17 be bound by the terms and conditions of the agreement and this Chapter, and such other conditions
18 as may be established or as are required pursuant to this Chapter or an agreement.

19 SECTION 97: (A) Upon completion of the term of any cable franchise or cable
20 television service permit granted under this Chapter, if a new, extended, or renewed cable franchise
21 or cable television service permit is not granted to the cable company by the City, the cable company's
22 right to occupy the rights-of-way shall terminate, subject to applicable Federal law.

23 (B) The City Council shall have the right to revoke the cable franchise or cable television
24 service permit for a cable company's failure to construct, operate, or maintain a cable system as
25 required by this Chapter or an agreement for:

- 26 (1) Defrauding or attempting to defraud the City or subscribers; or
27 (2) Any other material breach of its agreement or material violation of this Chapter.
28

1 (C) To invoke the provisions of this Section, the Manager of the Real Estate and Asset
2 Management Division shall give a cable company written notice of the default in its performance. If
3 within thirty (30) calendar days following such written notice to the cable company, or such other
4 period as an agreement may require or the cable company and the Manager shall agree, the cable
5 company has not taken corrective action to the satisfaction of the Manager, the Manager may give
6 written notice to the cable company of the City's intent to revoke the cable franchise or cable
7 television service permit, stating its reasons; provided, however, that no opportunity to cure shall be
8 provided where the cable company is shown to have defrauded or attempted to defraud the City or its
9 subscribers.

10 (D) Prior to revoking a cable franchise or cable television service permit, the City Council
11 shall hold a public hearing, on thirty (30) calendar days' notice, at which time the cable company and
12 the public shall be given an opportunity to be heard. Following the public hearing, the City Council
13 may determine whether to revoke the cable franchise or cable television service permit based on the
14 information presented at the hearing, and other information of record, or, where applicable, grant
15 additional time to the cable company to effect any cure. If the City Council determines to revoke the
16 cable franchise or cable television service permit, it shall issue a written decision setting forth the
17 reasons for its decision. A copy of such decision shall be transmitted to the cable company.

18 SECTION 98: If the City Council revokes the cable franchise or cable television
19 service permit pursuant to this Chapter, or if for any other reason the cable company abandons,
20 terminates, or fails to operate or maintain service to its subscribers, the following procedures and
21 rights are effective:

22 (A) The City may require the former cable company to remove its facilities and equipment
23 at the former cable company's expense and restore affected sites as required in this Chapter or its
24 agreement, or permit the former cable company to abandon such facilities in place. If the former cable
25 company fails to do so within a reasonable period of time, the City may have the removal done at the
26 former cable company's or surety's expense or at both their expense.

27 (B) The City may require the former cable company to continue operating the cable system
28 as specified in its agreement.

1 (C) In the event of revocation, the City Council, by resolution, may acquire ownership of
2 the cable system at its then-fair market value.

3 (D) If a cable system is abandoned by the cable company or the cable company fails to
4 operate or maintain service to its subscribers or otherwise terminates the cable franchise or cable
5 television service permit, the ownership of all portions of the cable system in rights-of-way shall
6 revert to the City and the City may sell, assign, or transfer all or part of the assets of the system.

7 SECTION 99: Notwithstanding any other provision of an agreement or this Chapter,
8 where the City has issued a cable franchise or cable television service permit requiring the completion
9 of construction, system upgrade, or other specific obligation by a specified date, failure of the cable
10 company to complete such construction or upgrade, or to comply with such other specific obligations
11 as required, will result in the automatic forfeiture of the cable franchise or cable television service
12 permit without further action by the City where it is so provided in the agreement, unless the City, at
13 its discretion and for good cause demonstrated by the cable company, grants an extension of time.

14 SECTION 100: (A) Prior to being issued a cable franchise or cable television service
15 permit, as security for compliance with agreement terms and this Code, including restoration of rights-
16 of-way in which the cable company has initiated projects to construct, maintain, operate, reconstruct,
17 remove or relocate its facilities, the cable company shall provide, and maintain at the minimum level
18 herein specified for the life of the agreement, security delivered to the Manager of Real Estate and
19 Asset Management Division, made payable to the City Treasurer, a performance bond, in the amount
20 of Two Hundred Thousand and No/100ths Dollars (\$200,000.00), or an amount agreed to by the City
21 Council, to remain in force for the term of its cable franchise or cable television service permit, any
22 or all of which may be claimed by the City as payment for fees and liquidated damages, and to recover
23 losses resulting to the City from the cable company's failure to perform.

24 (B) All bonds provided pursuant to Subsection (A) shall be in accordance with the
25 following:

26 (1) All bonds shall, in addition to all other costs, provide for payment of reasonable
27 attorneys' fees;
28

1 (2) All bonds shall be issued by a surety company authorized to do business in the
2 State of Nevada, and which is listed in the U.S. Department of the Treasury Fiscal Service
3 (Department Circular 570, Current Revision): companies holding certificates of authority as
4 acceptable sureties on Federal bonds and as acceptable reinsuring companies;

5 (3) The cable company shall require the attorney-of-fact who executes the bonds
6 on behalf of the surety to affix thereto a certified and current copy of his power of attorney; and

7 (4) All bonds prepared by a licensed non-resident agent must be countersigned by
8 a resident agent per NRS 680A.300.

9 (C) The terms for security and bonds contained in franchises in effect prior to the adoption
10 of this Chapter will remain in accordance with those agreements until renewal.

11 (D) If at any time the City draws upon such performance bond, the cable company shall
12 within thirty (30) days of notice from the City replenish such performance bond to the original
13 minimum amount established in this Section.

14 (E) Upon written application by a cable company, the City may, at its sole option, in
15 writing, permit the amount of the bond to be reduced or waive the requirements for a performance
16 bond. Reductions granted or denied upon application by the cable company shall be without prejudice
17 to the cable company's subsequent applications or to the City's right to require the full bond at any
18 time thereafter. However, no application shall be made by the cable company within one (1) year of
19 any prior application.

20
21 SECTION 101: The following procedures shall apply to drawing on the cable
22 company's performance bond:

23 (A) If a cable company fails to make timely payment to the City of any amount due under
24 its agreement or applicable law, or fails to compensate the City within ten (10) days of written
25 notification that such compensation is due, for any damages, costs, or expenses the City suffers or
26 incurs by reason of any act or omission of the cable company in connection with its agreement or its
27 enforcement, or fails, after ten (10) days written notice, to comply with any provision of its agreement
28 or this Chapter that the City determines can be remedied by an expenditure of the security, the City

1 may withdraw the amount thereof, with interest and any penalties, from the performance bond.

2 (B) Within three (3) days of a withdrawal from a performance bond, the City shall mail,
3 by certified mail, return receipt requested, written notification of the amount, date, and purpose of
4 such withdrawal to the cable company.

5 (C) If at the time of a withdrawal from a performance bond by the City, the amounts
6 available are insufficient to provide the total payment towards which the withdrawal is directed, the
7 balance of such payment shall continue as the obligation of the cable company to the City until it is
8 paid.

9 (D) No later than thirty (30) days after mailing of notification to the cable company by
10 certified mail, return receipt requested, of a withdrawal under a performance bond, the cable company
11 shall restore the performance bond to the total amount specified herein.

12 (E) Failure to maintain or restore the performance bond shall constitute a material violation
13 of this Chapter.

14 SECTION 102: All remedies under this Chapter and an agreement are cumulative unless
15 otherwise expressly stated. The exercise of one remedy shall not foreclose use of another, nor shall
16 the exercise of a remedy or the payment of liquidated damages or penalties relieve a cable company
17 of its obligations to comply with its cable franchise or cable television service permit. Remedies may
18 be used singly or in combination; in addition, the City may exercise any rights it has at law or equity.

19 SECTION 103: Recovery by the City of any amounts under insurance, performance
20 bond, or otherwise does not:

21 (A) Limit a cable company's duty to indemnify the City in any way.

22 (B) Relieve a cable company of its obligations under a cable franchise or cable
23 television service permit, limit the amounts owed to the City, or in any respect prevent the City from
24 exercising any other right or remedy it may have.

25
26 **ARTICLE VIII: TRANSFERS**

27 SECTION 104: (A) A cable franchise or cable television service permit shall be a
28

1 privilege that is in the public trust and personal to the cable company. A cable company's obligations
2 under its cable franchise or cable television service permit involve personal services whose
3 performance involves personal credit, trust, and confidence in the cable company.

4 (B) No transfer of a cable franchise, cable television service permit, cable company, or
5 cable system, or of control over the same (including but not limited to transfer by forced or voluntary
6 sale, merger, consolidation, receivership, or any other means) shall occur unless prior application is
7 made by the cable company to the City and the City Council's prior written consent is obtained,
8 pursuant to this Chapter and the agreement, and only then upon such terms and conditions as the
9 Council deems necessary and proper, except to the extent that a cable franchise or cable television
10 service permit provides that certain interaffiliate transfers may occur without such consent. Any such
11 transfer without the prior written consent of the Council shall be considered to impair the City's
12 assurance of due performance. The granting of approval for a transfer in one instance shall not waive
13 the City's approval of any subsequent transfer.

14 (C) Approval by the City Council of a transfer does not constitute a waiver or release of
15 any of the rights of the City under this Chapter or an agreement, whether arising before or after the
16 date of the transfer.

17 SECTION 105: (A) A cable company shall promptly notify the Manager of Real
18 Estate and Asset Management Division of administrative services of any proposed transfer. If any
19 transfer should take place without prior notice to the Manager, the cable company will promptly notify
20 the Manager that such a transfer has occurred.

21 (B) At least one hundred twenty (120) calendar days prior to the contemplated effective
22 date of a transfer, the cable company shall submit to the Manager of Real Estate and Asset
23 Management Division of administrative services a written application for approval of the transfer.
24 Such an application shall provide complete information on the proposed transaction, including details
25 on the legal, financial, technical, and other qualifications of the transferee, and on the potential impact
26 of the transfer on subscriber rates and service. At a minimum, the following information must be
27 included in the application, unless these requirements are waived, reduced, or modified by the City:
28

- 1 (1) All information and forms required under Federal law;
- 2 (2) A description of the transferee's prior experience in cable system ownership,
3 construction, operation, and provision of cable television services, and identification of communities
4 in which the transferee or any of its principals have, or have had, a cable franchise or cable television
5 service permit or other such authorization or any interest therein;
- 6 (3) A detailed statement of the corporate or other business entity organization of
7 the proposed transferee, including an identification of any entity or entities that exercises actual
8 working control over the cable company;
- 9 (4) Complete and unredacted copies of any contracts, financing documents, or other
10 documents that relate to the proposed transaction, and all documents, schedules, exhibits, or the like
11 referred to therein, except that a cable company may redact such portions of those documents as are
12 proprietary and confidential and would cause the company substantial harm if disclosed, if and only
13 if the cable company makes the complete documents available for review and analysis by the City and
14 its agents from the date of the application until the City approves or denies the application;
- 15 (5) Complete information regarding any potential impact of the transfer on
16 subscriber rates and service;
- 17 (6) A detailed description of the sources and amounts of the funds to be used in the
18 proposed transaction, indicating how the debt equity ratio of the system will change in the course of
19 the transaction;
- 20 (7) What entities will be liable for repayment of any debt incurred;
- 21 (8) What interest, payment schedule, and other terms or conditions will apply to
22 any debt financing;
- 23 (9) Any debt coverages or financial ratios and potential transferees will be required
24 to maintain over the cable franchise or cable television service permit term if the proposed transaction
25 is approved;
- 26 (10) What financial resources would be available to the system under the control of
27 the proposed transferee; and
28

1 (11) Whether the proposed transferee can meet debt equity or any other required
2 ratios without increasing rates, with any assumptions underlying that conclusion, and if not, what
3 increases would be required and why.

4 (C) At the cable company's option, the cable company may notify the Manager of the Real
5 Estate and Asset Management Division of the proposed transaction in general terms at least one
6 hundred fifty (150) days prior to the contemplated effective date of a transfer, and request that the City
7 waive some or all of the information requirements specified in this Section. To the extent consistent
8 with applicable law, the City may waive in writing any such requirement that information be
9 submitted as part of the initial application, without thereby waiving any rights the City may have to
10 request such information after the initial application is filed.

11 SECTION 106: For the purposes of determining whether it shall consent to a transfer,
12 the City or its agents may inquire into all qualifications of the prospective transferee and such other
13 matters as the City may deem necessary to determine whether the transfer is in the public interest and
14 should be approved, denied, or conditioned. The cable company and any prospective transferees shall
15 assist the City in any such inquiry, and if they fail to do so, the request for transfer may be denied.

16 SECTION 107: (A) In making a determination as to whether to grant, deny, or grant
17 subject to conditions an application for a transfer, the City Council may consider, without limitation:

18 (1) The legal, financial, and technical qualifications of the transferee to operate a
19 system or to provide cable television service;

20 (2) Any potential impact of the transfer on subscriber rates or services;

21 (3) Whether the incumbent cable company is in compliance with its agreement and
22 this Chapter and, if not, whether the proposed transferee will cure any noncompliance;

23 (4) Whether the transferee owns or controls any other cable system or cable
24 company in the City, and whether operation by the transferee may eliminate or reduce competition
25 in the delivery of cable television service in the City; and
26

27 (5) Whether operation by the transferee or approval of the transfer would adversely
28 affect subscribers, the City's interest under the agreement, this Chapter, other applicable law, or the

1 public interest, or make it less likely that the future cable-related needs and interests of the community
2 would be satisfied at a reasonable cost.

3 (B) Any transfer without the City Council's prior written approval shall be ineffective, and
4 shall make the cable company's cable franchise or cable television service permit subject to
5 cancellation at the City Council's sole discretion, and to any other remedies available under the
6 agreement or applicable law.

7 (C) The cable company shall be fully liable under its agreement for any transfer that is in
8 violation of the terms of its agreement or this Chapter and caused in whole or in part by any other
9 entity or entities, including but not limited to any parents or affiliated entities, as if such transfer had
10 been caused by the cable company itself.

11 (D) The City reserves the right to review, the purchase price of any transfer of a cable
12 system or cable company, and to take any necessary steps to ensure that any negotiated sale value
13 which the City deems unreasonable will not adversely affect subscriber rates, including denial of the
14 transfer.

15 (E) Any mortgage, pledge or lease shall be subject and subordinate to the rights of the City
16 under the agreement, this Chapter, and other applicable law.

17 SECTION 108: No application for a transfer shall be granted unless the transferee agrees
18 in writing that it will abide by and accept all terms of the agreement and this Chapter, and that it will
19 assume the obligations, liabilities, and responsibility for all acts and omissions, known and unknown,
20 of the previous cable company under its agreement and this Chapter for all purposes, including
21 renewal, unless the City, in its sole discretion, expressly waives this requirement in whole or in part.

22 **ARTICLE IX: OPEN VIDEO SYSTEMS**

23 SECTION 109: (A) This Chapter shall apply to open video systems that comply with
24 Section 653 of the Cable Act, 47 U.S.C. § 573, to the extent permitted by applicable law, except that
25 the following Sections of this Ordinance shall not apply: Sections 13 to 20, inclusive, (franchise
26 applications), Section 21, Subsection (A) (construction schedule), Section 80 (rate regulation), Section
27 82 (regarding franchise fees), Section 95 (liquidated damages), Section 96 (franchise termination due
28

1 to certain conditions), Sections 104 to 108, inclusive (transfers).

2 (B) In applying this Chapter to an open video system, "cable company" shall be taken to
3 refer to the open video system operator, "cable system" to the open video system, "franchise" or "cable
4 franchise" to any authorization granted by the City to the open video system operator, and similar
5 terms shall apply similarly.

6 SECTION 110: (A) A person proposing to use rights-of-way to install devices for
7 the operation of an open video system shall first obtain authorization from the City for such use
8 evidenced by a written agreement. Such a person may apply for such authorization by submitting an
9 application to the Manager of Real Estate and Asset Management Division containing:

10 (1) The name and address of the applicant and an identification of the ownership
11 and control of the applicant, including:

12 (a) The names and addresses of the ten (10) largest holders of an ownership
13 interest in the applicant and affiliates of the applicant, and all persons with three percent (3%) or more
14 ownership interest in the applicant and its affiliates;

15 (b) The persons who control the applicant and its affiliates;

16 (c) All officers and directors of the applicant and its affiliates; and

17 (d) Any other business affiliation and cable system ownership interest of
18 each named person;

19 (2) A detailed description of the physical facilities the applicant proposes to place
20 in rights-of-way;

21 (3) Any information that may be reasonably necessary to demonstrate compliance
22 with the requirements of Federal law and with this Section; and

23 (4) An affidavit or declaration of the applicant or authorized officer certifying the
24 truth and accuracy of the information in the application and certifying that the application meets all
25 Federal and State law requirements.

26 (B) The City may, at its discretion and upon request of an applicant, waive in writing the
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1 provision of any of the information required by this Section.

2 SECTION 111: It is unlawful to operate an open video system in the City without first
3 obtaining a business license for that purpose in accordance with Title 6 of this Code.

4 SECTION 112: An open video system operator shall pay business license fees in
5 accordance with this Code, in lieu of the franchise fees required in this Chapter.

6 SECTION 113: An open video system operator shall be subject to obligations pertaining
7 to public, educational, and governmental access pursuant to applicable law and to the requirements
8 of this Chapter.

9 SECTION 114: An open video system operator shall be subject to all requirements of
10 State law and this Chapter regarding authorization to use or occupy the rights-of-way, except to the
11 extent specifically prohibited by Federal law. FCC approval of an open video system operator's
12 certification pursuant to Section 653 of the Cable Act, 47 U.S.C. § 573 shall not be taken to confer
13 upon such operator any authority to use or occupy the rights-of-way that such operator would not
14 otherwise possess.

15
16 **ARTICLE X: ADMINISTRATION**

17 SECTION 115: (A) The City Council shall have the sole authority to:

- 18 (1) Regulate rates for cable television service;
- 19 (2) Grant cable franchises, cable television service permits and open video system
20 authorizations;
- 21 (3) Authorize the entering into of agreements;
- 22 (4) Modify agreements;
- 23 (5) Renew cable franchises, cable television service permits or open video system
24 authorizations;
- 25 (6) Revoke cable franchises, cable television service permits or open video system
26 authorizations; and
- 27 (7) Authorize the transfer of cable franchises, cable television service permits or
28

1 open video system authorizations.

2 (B) The City Council may delegate the performance of any act, duty, or obligation, or the
3 exercise of any power, under this Chapter or any agreement to any other employee, officer, department
4 or agency of the City, or to an interlocal entity, joint powers authority, or similar body, except where
5 prohibited by applicable law.

6 SECTION 116: Without limiting such immunities as the City or other persons may have
7 under applicable law, a cable company shall have no recourse whatsoever against the City or its
8 officers or employees for any monetary loss, costs, expense or damage arising out of any provision
9 or requirement of this Chapter or because of the enforcement of this Chapter or the City's exercise of
10 its authority pursuant to this Chapter, an agreement, or other applicable law, unless the same shall be
11 caused by criminal acts or by willful or gross negligence.

12 SECTION 117: (A) The rights and remedies reserved to the City by this Chapter are
13 cumulative and shall be in addition to and not in derogation of any other rights and remedies which
14 the City may have with respect to the subject matter of this Chapter.

15 (B) The City hereby reserves to itself the right to intervene in any suit, action or proceeding
16 involving any provision of this Chapter or an agreement.

17 (C) Specific mention of the materiality of any of the provisions herein is not intended to
18 be exclusive of any others for the purpose of determining whether any failure of compliance hereunder
19 is material and substantial.

20 (D) No cable company shall be relieved of its obligation to comply with any of the
21 provisions of this Chapter or an agreement by reason of any failure of the City to enforce prompt
22 compliance. Nor shall any inaction by the City be deemed to waive or void any provision of this
23 Chapter or an agreement.

24 SECTION 118: In order to fulfill the public interest goals of this Chapter, to provide
25 additional communications service to the City through the use of cable systems and thereby to ensure
26 the benefits which will result from such service, the City specifically reserves the right to amend this
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1 Chapter to effectuate the public interest in the operation of a cable system and a cable company. A
2 cable company shall retain its right to challenge any future exercise of the City's legislative or police
3 powers as unlawful or substantially inconsistent with the cable company's rights under its agreement
4 or this Chapter.

5 SECTION 119: In the event of a major public emergency or disaster as determined by
6 the City or declared by the Governor of Nevada, a cable company shall immediately make the entire
7 cable system and property, as may be necessary, available for use by the City or other civil defense
8 or governmental agency designated by the City to operate the system for the term of such emergency
9 or disaster for the emergency purposes. In the event of such use, a cable company shall waive any
10 claim that such use by the City constitutes a use of eminent domain, provided that the City shall return
11 use of the entire system and property to the cable company after the emergency or disaster has ended
12 or has been dealt with.

13 SECTION 120: Unless otherwise indicated, when the performance or doing of any act,
14 duty, matter, or payment is required under this Chapter or any agreement, and a period of time or
15 duration for the fulfillment of doing thereof is prescribed and is fixed by this Chapter, the time shall
16 be computed so as to exclude the first and include the last day of the prescribed or fixed period of
17 duration time.

18 SECTION 121: It is specifically declared that it is not intended by any of the provisions
19 of any part of this Chapter to create for the public, or any member thereof, a third party beneficiary
20 contract hereunder, or to authorize anyone to maintain a suit for personal injuries or property damage
21 pursuant to the provisions of this Chapter. Any inspections or subsequent approvals undertaken by
22 the City pursuant to this Chapter are undertaken solely to ensure compliance with this Chapter and
23 are not undertaken for the safety or other benefit of any individual or group of individuals as members
24 of the public. Provisions in this Chapter dealing with inspection or approval by the City do not
25 expand the City's general law duties.

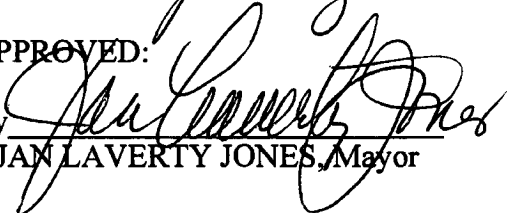
26 SECTION 122: Whenever in this ordinance any act is prohibited or is made or declared
27 to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is
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1 required or the failure to do any act is made or declared to be unlawful or an offense or a
2 misdemeanor, the doing of such prohibited act or the failure to do any such required act shall
3 constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than
4 \$1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such
5 fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

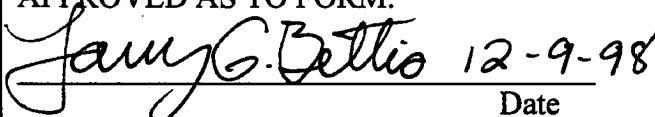
6 SECTION 123: If any provision, section, paragraph, sentence, clause, or phrase of this
7 Chapter is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction,
8 such invalidity or unconstitutionality shall not affect the validity of the remaining portions of this
9 Chapter. It is the intent of the City Council in adopting this Chapter that no portion or provision
10 thereof shall become inoperative or fail by reason of any invalidity or unconstitutionality of any other
11 portion or provision, and to this end all provisions of this Chapter are declared to be severable.

12 SECTION 124: All ordinances, parts of ordinances, chapters, sections, subsections,
13 clauses, phrases or sentences contained in the Las Vegas Municipal Code in conflict herewith are
14 hereby repealed.

15 PASSED, ADOPTED and APPROVED this 25th day of January, 1998.

17 APPROVED:
18 By 
19 JAN LAVERTY JONES, Mayor

19 ATTEST:
20 
21 BARBARA JO RONEMUS, City Clerk

22 APPROVED AS TO FORM:
23  12-9-98
24 Date

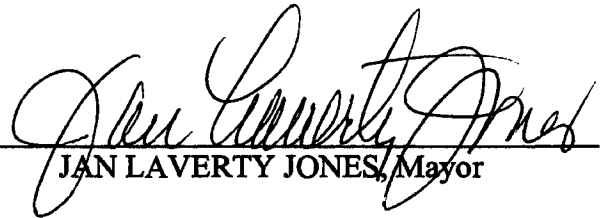
1 The above and foregoing ordinance was first proposed and read by title to the City Council on
2 the 21st day of December, 1998 and referred to the following committee composed of the
3 Councilmen Brown and McDonald for recommendation; thereafter the said committee reported
4 favorably on said ordinance on the 25th day of January, 1999 which was a regular meeting of
5 said Council; that at said regular meeting, the proposed ordinance was read by title to the City
6 Council as first introduced and adopted by the following vote:

7 VOTING "AYE": Councilmen Adamsen, McDonald, Reese, Brown and Mayor Jones

8 VOTING "NAY": NONE

9 EXCUSED: NONE

10 APPROVED:

11 
12 _____
13 JAN LAVERTY JONES, Mayor

14 ATTEST:

15 
16 _____
17 BARBARA JO RONEMUS, City Clerk
18
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RECEIVED
CITY CLERK

AFFP DISTRICT COURT
Clark County, Nevada

1999 JAN 25 P 12: 17

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK) SS:

Barbara Linford, being 1st duly sworn, deposes and says:

That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for,

LV CITY CLERK
583460

2296311LV

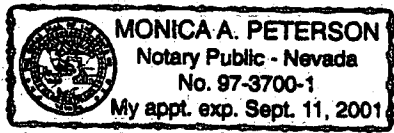
was continuously published in said Las Vegas Review Journal or Las Vegas Sun in 1 edition(s) of said newspaper issued from 01/14/99 to 01/14/1999, on the following days: JANUARY 14, 1999

Signed: Barbara Linford

SUBSCRIBED AND SWORN BEFORE ME THIS THE 14

day of Jan 1999
Monica A. Peterson

Notary Public



BILL NO. 98-88
AN ORDINANCE RELATING TO CABLE TELEVISION; AMENDING TITLE 8 OF THE MUNICIPAL CODE OF THE CITY OF LAS VEGAS, NEVADA, 1989 EDITION, TO ADD THERETO A NEW CHAPTER, DESIGNATED AS CHAPTER 20, REQUIRING CABLE COMPANIES TO OBTAIN AUTHORIZATION TO INSTALL, OPERATE, MAINTAIN, AND USE CABLE SYSTEMS IN PUBLIC RIGHTS-OF-WAY; PROVIDING FOR THE ISSUANCE, TRANSFER AND REVOCATION OF CABLE FRANCHISES; CABLE TELEVISION SERVICE PERMITS AND OPEN VIDEO SYSTEM AUTHORIZATIONS; REGULATING CABLE SYSTEM DESIGN, CONSTRUCTION AND OPERATION; IMPOSING CONDITIONS ON CABLE COMPANIES' OCCUPANCY OF PUBLIC RIGHTS-OF-WAY; IMPOSING CUSTOMER SERVICE STANDARDS; REQUIRING PAYMENT OF FRANCHISE AND PERMIT FEES; REQUIRING RECORDS, REPORTS, INSURANCE AND PERFORMANCE SECURITY; PROVIDING FOR LIQUIDATED DAMAGES; REGULATING OPEN VIDEO SYSTEMS; DISCLAIMING ANY INTENT TO BENEFIT THIRD PARTIES OR PROVIDE A PRIVATE RIGHT OF ACTION; PROVIDING PENALTIES FOR THE VIOLATION HEREOF; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH.
SPONSORED BY: Councilman Arnie Adamsen
SUMMARY: Adopts comprehensive regulations regarding cable television services.
At a City Council meeting DECEMBER 21, 1998
BILL NO. 98-88 WAS READ BY TITLE AND REFERRED TO RECOMMENDING COMMITTEE: Councilmen Brown and McDonald
COPIES OF THE COMPLETE BILL ARE AVAILABLE FOR PUBLIC INFORMATION IN THE OFFICE OF THE CITY CLERK, 1ST FLOOR, CITY HALL, 400 EAST STEWART AVENUE, LAS VEGAS, NEVADA
PUB: January 14, 1999
Las Vegas Review-Journal

RECEIVED
CITY CLERK

1999 JAN 25 P 12:17

AFFP DISTRICT COURT
Clark County, Nevada

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK) SS:

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LV CITY CLERK
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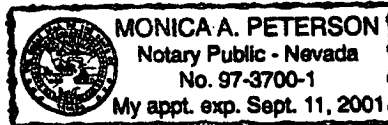
was continuously published in said Las Vegas Review Journal or Las Vegas Sun in 1 edition(s) of said newspaper issued from 01/14/99 to 01/14/1999, on the following days: JANUARY 14, 1999

Signed: Barbara Linford
14

SUBSCRIBED AND SWORN BEFORE ME THIS THE

day of Jan 1999
Monica A. Peterson

Notary Public



BILL NO. 98-88

AN ORDINANCE RELATING TO CABLE TELEVISION; AMENDING TITLE 6 OF THE MUNICIPAL CODE OF THE CITY OF LAS VEGAS, NEVADA, 1983 EDITION, TO ADD THERETO A NEW CHAPTER, DESIGNATED AS CHAPTER 20, REQUIRING CABLE COMPANIES TO OBTAIN AUTHORIZATION TO INSTALL, OPERATE, MAINTAIN, AND USE CABLE SYSTEMS IN PUBLIC RIGHTS-OF-WAY; PROVIDING FOR THE ISSUANCE, TRANSFER AND REVOCATION OF CABLE FRANCHISES, CABLE TELEVISION SERVICE PERMITS AND OPEN VIDEO SYSTEM AUTHORIZATIONS; REGULATING CABLE SYSTEM DESIGN, CONSTRUCTION AND OPERATION; IMPOSING CONDITIONS ON CABLE COMPANIES' OCCUPANCY OF PUBLIC RIGHTS-OF-WAY; IMPOSING CUSTOMER SERVICE STANDARDS; REQUIRING PAYMENT OF FRANCHISE AND PERMIT FEES; REQUIRING RECORDS, REPORTS, INSURANCE AND PERFORMANCE SECURITY; PROVIDING FOR LIQUIDATED DAMAGES; REGULATING OPEN VIDEO SYSTEMS; DISCLAIMING ANY INTENT TO BENEFIT THIRD PARTIES OR PROVIDE A PRIVATE RIGHT OF ACTION; PROVIDING PENALTIES FOR THE VIOLATION HEREOF; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH.

SPONSORED BY: Councilman
Arnie Adamsen
SUMMARY: Adopts comprehensive regulations regarding cable television services.
At a City Council meeting
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FLOOR, CITY HALL, 400 EAST STEWART
AVENUE, LAS VEGAS, NEVADA
PUB: January 14, 1999
Las Vegas Review-Journal

RECEIVED
CITY CLERK

AFFP DISTRICT COURT
Clark County, Nevada
AFFIDAVIT OF PUBLICATION

1999 FEB -5 A 11: 20

STATE OF NEVADA)
COUNTY OF CLARK) SS:

Barbara Linford, being 1st duly sworn, deposes and says:

That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for,

LV CITY CLERK
602215

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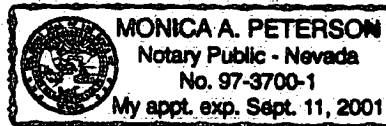
was continuously published in said Las Vegas Review Journal or Las Vegas Sun in 1 edition(s) of said newspaper issued from 01/28/99 to 01/28/1999, on the following days: JANUARY 28, 1999

Signed Barbara Linford

SUBSCRIBED AND SWORN BEFORE ME THIS THE 28

day of Jan 1999
Monica A. Peterson

Notary Public



BILL NO. 98-88
ORDINANCE NO. 5128
AN ORDINANCE RELATING TO CABLE TELEVISION; AMENDING TITLE 6 OF THE MUNICIPAL CODE OF THE CITY OF LAS VEGAS, NEVADA, 1983 EDITION, TO ADD THERETO A NEW CHAPTER, DESIGNATED AS CHAPTER 20, REQUIRING CABLE COMPANIES TO OBTAIN AUTHORIZATION TO INSTALL, OPERATE, MAINTAIN, AND USE CABLE SYSTEMS IN PUBLIC RIGHTS-OF-WAY; PROVIDING FOR THE ISSUANCE, TRANSFER AND REVOCATION OF CABLE FRANCHISES; CABLE TELEVISION SERVICE PERMITS AND OPEN VIDEO SYSTEM AUTHORIZATIONS; REGULATING CABLE SYSTEM DESIGN, CONSTRUCTION AND OPERATION; IMPOSING CONDITIONS ON CABLE COMPANIES' OCCUPANCY OF PUBLIC RIGHTS-OF-WAY; IMPOSING CUSTOMER SERVICE STANDARDS; REQUIRING PAYMENT OF FRANCHISE AND PERMIT FEES; REQUIRING RECORDS, REPORTS, INSURANCE AND PERFORMANCE SECURITY; PROVIDING FOR LIQUIDATED DAMAGES; REGULATING OPEN VIDEO SYSTEMS; DISCLAIMING ANY INTENT TO BENEFIT THIRD PARTIES OR PROVIDE A PRIVATE RIGHT OF ACTION; PROVIDING PENALTIES FOR THE VIOLATION HEREOF; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH.
SPONSORED BY: Councilman Arnie Adamsen
SUMMARY: Adopts comprehensive regulations regarding cable television services.
The above and foregoing ordinance was first proposed and read by title to the City Council on the 21st day of December, 1998, and referred to the following committee composed of Councilmen Brown and McDonald for recommendation; thereafter the said committee reported favorably on said ordinance on the 25th day of January, 1999, which was a regular meeting of said City Council; and that at said regular meeting the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:
VOTING "AYE" Councilmen Adamsen, McDonald, Reese, Brown and Mayor Jones.
VOTING "NAY" NONE
EXCUSED: NONE
COPIES OF THE COMPLETE ORDINANCE ARE AVAILABLE FOR PUBLIC INFORMATION IN THE OFFICE OF THE CITY CLERK, 1ST FLOOR, 400 EAST STEWART AVENUE, LAS VEGAS, NEVADA.
PUB: January 28, 1999
Las Vegas Review-Journal