

NEVADA STATE JOURNAL PROOF OF PUBLICATION

STATE OF NEVADA }
COUNTY OF WASHOE } ss.

being first duly sworn, deposes and says: That
I, FRANK H. SWICK, PRINCIPAL CLERK of THE NEVADA
STATE JOURNAL, a daily newspaper published
at Reno, in Washoe County, in the State of Nevada.

That the notice NOTICE OF COUNTY ORDINANCE

of which a copy is hereto attached, was first pub-
lished in said newspaper in its issue dated the

22nd day of June, 1962

and was published in each issue of
said newspaper thereafter for

 day of June, 1962

the full period of days, the last publication
thereof being in the issue dated the day

of , 1962

Signed Frank H. Swick

Subscribed and sworn to before me this

 day of , 1962

Richard J. Taylor
Notary Public.

NOTICE OF COUNTY ORDINANCE
NOTICE IS HEREBY GIVEN that an
Ordinance providing for the creating of
a franchise for the right and privilege to
construct, maintain and operate a tele-
vision installation system within the
County of Washoe which requires the
use of county property or that portion
of the county dedicated to public use, for
the maintenance of cables or wires on
poles or any other overhead devices, for
the transmission of the television picture,
fixing the manner of making application
for said franchise; stating the purpose
and character of, the terms, conditions
and period of said franchise and stating
other matters properly relating thereto,
was proposed on June 5th, 1962 by
County Commissioner Mirabelli as an
emergency measure, final action of adop-
tion was taken on June 15th, 1962, by the
following vote:
Ayes: Commissioners Mirabelli
McKenzie
McKissick
Clarkson
None
Streeter
Nays: Commissioners
Absent: Commissioners
This Ordinance will be in full force
and effect from and after June 29th, 1962.
Typewritten copies of the above Ordinance are available for inspection by all interested parties at the office of the County Clerk, Court House, Reno, Nevada.
H. K. BROWN, Clerk
By ALEX COON
Chief Deputy Clerk and Acting Clerk of the Board of County Commissioners.
Washoe County Nevada June 22-29
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4 12 65

1 SUMMARY - An Ordinance providing for the creating of
2 television franchises in Washoe County.

3 BILL NO. 71

4 COUNTY ORDINANCE NO. 108

5 AN ORDINANCE PROVIDING FOR THE CREATING OF A
6 FRANCHISE FOR THE RIGHT AND PRIVILEGE TO CON-
7 STRUCT, MAINTAIN AND OPERATE A TELEVISION IN-
8 STALLATION SYSTEM WITHIN THE COUNTY OF WASHOE
9 WHICH REQUIRES THE USE OF COUNTY PROPERTY OR
10 THAT PORTION OF THE COUNTY DEDICATED TO PUBLIC
11 USE, FOR THE MAINTENANCE OF CABLES OR WIRES ON
12 POLES OR ANY OTHER OVERHEAD DEVICES, FOR THE
13 TRANSMISSION OF THE TELEVISION PICTURE; FIXING
14 THE MANNER OF MAKING APPLICATION FOR SAID FRAN-
15 CHISE; STATING THE PURPOSE AND CHARACTER OF, THE
16 TERMS, CONDITIONS AND PERIOD OF SAID FRANCHISE
17 AND STATING OTHER MATTERS PROPERLY RELATING THERE-
18 TO.

19 THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF
20 WASHOE DO ORDAIN:

21 SECTION 1. PURPOSE AND AUTHORITY.

22 Pursuant to the power granted the Board of
23 County Commissioners of Washoe County by Nevada Revised Statutes
24 Sec. 244.185, a franchise for the right and privilege to con-
25 struct, maintain and operate a television installation system
26 which requires the use of County property, or that portion of the
27 County dedicated to public use, for the maintenance of cables or
28 wires on poles, or on any other overhead devices for the trans-
29 mission of the television picture in any area or district of Washoe
30 County as shall be designated by the Board of County Commissioners
is hereby created.

SECTION 2. APPLICATIONS.

The manner of making application for said franchise shall be as follows:

Any person desiring to apply for said franchise shall submit a bid in writing to the County Manager of the County of Washoe, accompanied by a cashier's check in the amount of Five Hundred Dollars (\$500.00) to guarantee performance of the terms and conditions of said franchise; said Five Hundred Dollars (\$500.00) to be returned to the bidder if its bid is rejected; if the bidder's bid is accepted the Five Hundred Dollars (\$500.00) shall be retained by the County of Washoe and credited to the successful bidder's account under the terms of the franchise. The bid shall state generally the background, together with business references of the bidder, estimates of cost for service, basis upon which compensation for such franchise shall be made to the County of Washoe, the number of television channels the applicant will distribute and all other pertinent information. Upon

1 receipt of a bid the Board of County Commissioners or the County
 2 Manager may request additional information of any bidder. The
 3 bid shall state the area in Washoe County for which a franchise
 is sought and a map or plat shall accompany the bid and set
 forth the area in Washoe County for which a franchise is desired.

4 Upon receipt of such a bid as hereinbefore described the
 5 County Clerk upon authorization by the Board of County Commis-
 sioners shall publish at least once in a local newspaper an
 "Invitation to Bid", setting forth the area in Washoe County in
 6 which there has been a request for a franchise, the requirements
 of the bid as set forth in Section 2 of this county ordinance,
 7 and conditions of such franchise as are set out in Section 3
 of this County Ordinance. The Board of County Commissioners
 8 at the time the County Clerk is authorized to publish the above
 described "Invitation to Bid" shall set a date by which all bids
 9 must be received and such date shall be made a part of the
 "Invitation to Bid".

10 SECTION 3. TERMS AND CONDITIONS.

11 The said franchise shall be granted to the
 12 bidder making the best and most advantageous bid, subject to the
 Board of County Commissioners right to refuse any and all
 13 bids. The franchise shall be granted on the following terms
 and conditions:

14 a. The franchise shall be a franchise for the mainten-
 15 ance and operation of a television installation system within
 the County of Washoe on property of the County or that portion
 16 of the County dedicated to public use for the period of ten (10)
 years from the date the franchise is granted. At the end of
 17 the ten (10) year period, the grantee shall have the right and
 option to renew the franchise for an additional ten (10) years
 18 under terms and conditions to be worked out by the County of
 Washoe and the grantee at that time; provided, however, the
 19 grantee shall have no right or option of renewal unless it has
 in all respects complied with the provisions and conditions of
 20 said franchise.

21 b. The franchise shall not be granted to any person in
 the County of Washoe engaging in the business of selling, rent-
 22 ing, or repairing radios and television sets, and if the person
 securing said franchise does at any time during the life of such
 23 franchise enter into any such business, said franchise shall be
 forfeited.

24 c. The person securing said franchise, if compensation
 25 to the County of Washoe is based on a percentage of gross re-
 ceipts, shall file with the County Clerk of the County of Washoe,
 26 at such intervals as the Board of County Commissioners may deter-
 mine, either monthly, quarterly, or yearly, a duly verified
 27 statement showing in detail the total gross receipts of the
 holder of the franchise, and it shall be the duty of the holder
 28 of said franchise to pay to the Washoe County Clerk within fif-
 teen (15) days after the time for filing such statement, the
 29 specified percentage of its gross receipts covered by such state-
 ment. Any neglect, omission, or refusal by the holder of said
 30 franchise to file such a verified statement or to pay said per-
 centage at the time or in the manner provided, shall be grounds

1 for the declaration of a forfeiture of the franchise and for all
2 rights thereunder.

3 The person securing said franchise, if compensation
4 to the County of Washoe is based on a fixed sum per month, shall
5 pay the sum so fixed to the Washoe County Clerk of the County of
6 Washoe each month in advance. Any neglect, omission, or re-
7 fusial by the holder of said franchise to pay said sum to the
8 Washoe County Clerk by the fifteenth day of each and every month
9 shall be grounds for the declaration of a forfeiture of the
10 franchise, and for all rights thereunder.

11 d. The franchise granted hereunder shall not become
12 effective until a written agreement is entered into by the suc-
13 cessful bidder and the County of Washoe in conformity with the
14 terms of this County Ordinance.

15 e. The person securing said franchise shall file a
16 bond running to Washoe County in the penal sum of Ten Thousand
17 Dollars (\$10,000.00), conditioned that said person shall well and
18 truly observe, fulfill, and perform each and every term and con-
19 dition of said franchise, and that in case of any breach of con-
20 dition of said bond, the whole amount of the penal sum therein
21 named shall be taken and deemed to be liquidated damages and
22 shall be recoverable from the principal and sureties on said bond.
23 Said bond shall be approved by the Washoe County District Attorney,
24 and shall be filed with the County Clerk within ten (10) days
25 after the date of the granting of said franchise, and in case
26 said bond shall not be so filed or shall not be approved by
27 the Washoe County District Attorney, said franchise shall be
28 forfeited and any money paid to the County in connection there-
29 with shall likewise be forfeited.

30 f. The person securing said franchise shall:

- 31 (1) Construct, install, and maintain all lines, wires,
32 co-axial cables, and appurtenances in accordance
33 with and in conformity with all of the ordinances,
34 rules, and regulations heretofore or hereafter
35 adopted by the Board of County Commissioners of
36 Washoe County, in the exercise of its police
37 powers, and in accordance with the provisions and
38 general laws of the State of Nevada relating to
39 the location and maintenance of such facilities;
- 40 (2) Pay to Washoe County on demand the cost of all
41 repairs to public property made necessary by any
42 operations under said franchise;
- 43 (3) Indemnify and hold harmless Washoe County, the
44 Board of County Commissioners and the employees
45 of Washoe County for any and all liability for
46 damages proximately resulting from any operations
47 under said franchise, and shall throughout the
48 life of said franchise maintain in full force
49 and effect with a carrier or carriers selected
50 by grantee and satisfactory to the County of
Washoe, the following insurance:

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1-a. Workmen's Compensation Insurance in compliance with the laws of the State of Nevada,

2-b. Bodily Injury Liability Insurance with limits of One Hundred Thousand Dollars (\$100,000.00) each person and Two Hundred Thousand Dollars (\$200,000.00) each occurrence, and

3-c. Property Damage Liability Insurance with limits of Fifty Thousand Dollars (\$50,000.00) each accident and One Hundred Thousand Dollars (\$100,000.00) aggregate.

The insurance described in 2-b and 3-c above shall also provide contractual liability coverage satisfactory to Washoe County with respect to liability assumed by the grantee under the provisions of this paragraph;

(4) Remove or re-locate, without expense to Washoe County, any facility installed, used, or maintained under said franchise if and when made necessary by any lawful change of grades, alignment, or width of any public street, way, alley, or place;

JKB.
(5) File with the Washoe County Clerk written notice of any contemplated sale, transfer, assignment, or lease of said ~~franchise~~ franchise, or any part thereof or of any of the rights or privileges granted thereby thirty (30) days before said sale, transfer, assignment, or lease is to become effective, and no such sale, transfer, assignment, or lease of said franchise, or any part thereof, shall be effective until first approved by the Board of County Commissioners of Washoe County.

g. If the person securing said franchise shall fail, neglect, or refuse to comply with any of the provisions or conditions herein, and shall not within ten (10) days after written demand for compliance, begin the work of compliance, or after such beginning shall not prosecute the same with due diligence to completion, then the Board of County Commissioners of Washoe County may declare said franchise forfeited.

h. The person securing said franchise shall pay to Washoe County a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of said franchise, such payment to be made within thirty (30) days after the Washoe County Clerk shall furnish such grantee with the written statement of such expenses.

i. Within twenty (20) days after the granting of said franchise, the County of Washoe and the person securing said franchise shall enter into a written agreement in conformity with the terms of this County Ordinance.

j. Wherever the word "person" is herein used, said

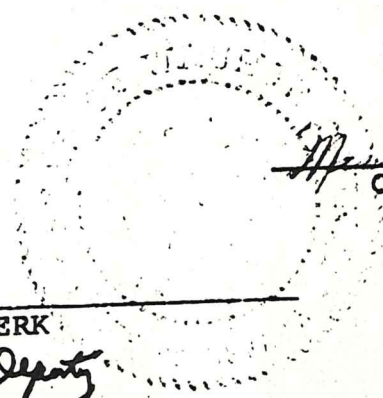
1 word may be construed to mean an individual or individuals, a
2 corporation, partnership, form, or association.

3 SECTION 4. EFFECTIVE DATE.

4 This Ordinance shall be in effect from and
5 after its passage, approval and publication as prescribed by
6 N.R.S. 244.100.

7 Proposed on the 5th day of June, 1962.
8 Proposed by Commissioner Mirabelli
9 Passed the 15th day of June, 1962.
10 Vote:

11	Ayes: Commissioners	<u>Mirabelli</u>
12		<u>McKenzie</u>
13		<u>McKissick</u>
14		<u>Clarkson</u>
15	Nays: Commissioners	<u>None</u>
16	Absent: Commissioners	<u>Streeter</u>



17
18 Mirabelli
19 CHAIRMAN OF THE BOARD

20 ATTEST:

21 H.K. BROWN
22 COUNTY CLERK

23 by Alex Com, Deputy

24 This Ordinance shall be in force and effect from and
25 after the 29th day of JUNE, 1962.