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Lovelock Gas Company

33.010 Definitions.

Whenever in sections 33.010 to 33.180, inclusive, the words or phrases defined in sections 33.020 to 33.080, inclusive, are used, they shall have the respective meanings assigned to them in sections 33.020 to 33.080, inclusive, unless, in the given instance, the context wherein they are used clearly imports a different meaning. [Part Sec. 1, Ord. No. 105]

33.020 "City" defined.

"City" means the City of Lovelock, Nevada, in its present incorporated form or in any later reorganized, consolidated or reincorporated form. [Part Sec. 1, Ord. No. 105]

33.030 "Engineer" defined.

"Engineer" means the city engineer or the superintendent of public works of the city. [Part Sec. 1, Ord. No. 105]

33.040 "Gas" defined.

"Gas" means natural or liquefied petroleum gas or a mixture of natural and liquefied petroleum gas. [Part Sec. 1, Ord. No. 105]

33.050 "Grantee" defined.

"Grantee" means the corporation to which the franchise contemplated in sections 33.010 to 33.180, inclusive, is granted and its lawful successors or assigns. [Part Sec. 1, Ord. No. 105]

33.060 "Lay and use" defined.

"Lay and use" means to lay, construct, erect, install, operate, maintain, use, repair, replace or remove. [Part Sec. 1, Ord. No. 105]

33.070 "Pipes and appurtenances" defined.

"Pipes and appurtenances" means a pipe, pipeline, main, service, trap, vent, vault, manhole, meter, gauge, regulator, valve, conduit, appliance, attachment, appurtenance and any other property located or to be located in, upon, along, across, under or over the streets of the city and used or useful in transmitting and distributing gas. [Part Sec. 1, Ord. No. 105]

33.080 "Streets" defined.

"Streets" means the public streets, ways, alleys and places as the same now or may

hereafter exist within the city.

[Part Sec. 1, Ord. No. 105]

33.090 Franchise granted to Lovelock Gas Company; term.

1. The right, privilege and franchise, subject to each and all of the terms and conditions contained in sections 33.010 to 33.180, inclusive, are hereby granted to Lovelock Gas Company, a corporation organized and existing under and by virtue of the laws of the State of Nevada, to lay and use pipes and appurtenances for transmitting and distributing gas for any and all purposes under, along, across or upon the streets of the city for a period of 50 years from and after the effective date of sections 33.010 to 33.180, inclusive.
2. This franchise shall endure in full force and effect during such term:
 - (a) Unless the same is, with the consent of the Public Service Commission of Nevada, voluntarily surrendered or abandoned by its possessor; or
 - (b) Until the State of Nevada or some municipal or public corporation authorized by law purchases by voluntary agreement or condemns and takes under the power of eminent domain all property actually used and useful in the exercise of this franchise and situated within the territorial limits of the State of Nevada, municipal or public corporation purchasing or condemning such property; or
 - (c) Until this franchise is forfeited for noncompliance with its terms by the possessor thereof.

[Sec. 2, Ord. No. 105]

33.100 Payments to city.

1. The grantee shall pay to the city at the times specified in this section, in lawful money of the United States, a sum annually which shall be equivalent to 2 percent of the gross annual receipts of the grantee arising from the use, operation or possession of the franchise.
2. The grantee shall file with the city clerk within 3 months after the expiration of the calendar year, or fractional calendar year, following the date of the grant of this franchise, and within 3 months after the expiration of each and every calendar year thereafter, a verified statement showing in detail the total gross receipts of the grantee, its successors or assigns, during the preceding calendar year, or such fractional calendar year, from the sale of the utility service within the city for which this franchise is granted. The grantee shall pay to the city within 15 days after the time for filing such statement, in lawful money of the United States, the specified percentage of its gross receipts for the calendar year, or such fractional calendar year, covered by such statement. Any neglect, omission or refusal by the grantee to file such verified statement, or to pay such percentage, at the times or in the manner provided in this section is grounds for the declaration of a forfeiture of this franchise and of all right thereunder.

[Sec. 3, Ord. No. 105]

33.110 Written acceptance of franchise; continuing agreement.

The franchise shall not become effective until written acceptance thereof has been filed by the grantee with the city clerk. When so filed, such acceptance constitutes a continuing agreement of the grantee that if and when the city thereafter annexes or consolidates with additional territory, any and all franchise rights and privileges

owned by the grantee therein shall likewise be deemed to be abandoned within the limits of such territory, but shall become subject to the franchise rights granted under sections 33.010 to 33.180, inclusive. [Sec. 4, Ord. No. 105]

33.120 Right of city to acquire grantee's property; construction of franchise.

The franchise shall not:

1. In any way or to any extent impair or affect the right of the city to acquire the property of the grantee, either by purchase or through the exercise of the right of eminent domain, and nothing contained in sections 33.010 to 33.180, inclusive, shall be construed to contract away or to modify or abridge, either for a term or in perpetuity, the city's right of eminent domain in respect to the grantee or any public utility.

2. Ever be given any value before any court or other public authority in any proceeding of any character in excess of the cost to the grantee of the necessary publication and any other sum paid by it to the city therefor at the time of the acquisition thereof. [Sec. 5, Ord. No. 105]

33.130 Duties of grantee.

The grantee shall:

1. Construct, install and maintain all pipes and appurtenances in accordance with and in conformity with all of the ordinances, rules and regulations heretofore or hereafter adopted by the city council in the exercise of its police powers and not in conflict with the paramount authority of the State of Nevada, and, as to state highways, subject to the provisions of general laws relating to the location and maintenance of such facilities.

2. Pay to the city, on demand, the cost of all repairs to public property made necessary by any operations of the grantee under this franchise.

3. Indemnify and hold harmless the city and its officers from any and all liability for damages proximately resulting from any operations under this franchise; and be liable to the city for all damages proximately resulting from the failure of the grantee well and faithfully to observe and perform each and every provision of this franchise.

4. Remove or relocate, without expense to the city, any facilities installed, used and maintained under this franchise if and when made necessary by any lawful change of grade, alignment or width of any public street, way, alley, or place, including the construction of any subway or viaduct by the city.

5. File with the city council within 30 days after any sale, transfer, assignment or lease of this franchise, or any part thereof, or of any of the rights or privileges granted thereby, written evidence of the same, certified thereto by the grantee or its authorized officers. Such sale, transfer, assignment or lease must first be approved by the city. [Sec. 6, Ord. No. 105]

33.140 Location and construction of pipes and appurtenances.

1. The engineer has the power to give the grantee such directions for the location of any pipes and appurtenances as may be reasonably necessary to avoid sewers, water pipes, conduits or other structures lawfully in or under the

streets. Before the work of constructing any pipes and appurtenances is commenced, the grantee shall file with the engineer plans showing the location thereof, which shall be subject to the approval of the engineer. Such approval shall not be unreasonably withheld. All such construction shall be subject to the inspection of the engineer and done to his reasonable satisfaction. All street coverings or openings or traps, vaults and manholes shall at all times be kept flush with the surface of the streets, but vents for underground traps, vaults and manholes may extend above the surface of the streets when such vents are located in parkways, between the curb and the property line.

2. Where it is necessary to lay any underground pipes through, under or across any portion of a paved or macadamized street, the same, where practicable and economically reasonable, shall be done by a tunnel or bore, so as not to disturb the foundation of such paved or macadamized street. If the same cannot be so done, such work shall be done under a permit to be granted by the engineer upon application therefor. [Sec. 7, Ord. No. 105]

33.150 Street repairs by grantee.

If any portion of a street is damaged by reason of defects in any of the pipes and appurtenances maintained or constructed under this franchise, or by reason of any other cause arising from the operation or existence of any pipes and appurtenances constructed or maintained under this franchise, the grantee shall, at its own cost and expense, immediately repair any such damage and restore such street, or portion of street, to as good a condition as existed before such defect or other cause of damage occurred, such work to be done under the direction of the engineer, and to his reasonable satisfaction. [Sec. 8, Ord. No. 105]

33.160 Forfeiture of franchise by noncompliance.

1. If the grantee fails, neglects or refuses to comply with any of the provisions or conditions of sections 33.010 to 33.180, inclusive, and does not, within 10 days after written demand for compliance, begin the work of compliance, or after such beginning does not prosecute the same with due diligence to completion, then the city, by the city council, may declare this franchise forfeited.
2. The city may sue in its own name for the forfeiture of this franchise, in the event of noncompliance by the grantee, its successors or assigns, with any of the conditions thereof. [Sec. 9, Ord. No. 105]

33.170 Publication expenses to be paid by grantee.

The grantee shall pay to the city a sum of money sufficient to reimburse the city for all publication expenses incurred by it in connection with the granting of this franchise. Such payment shall be made within 30 days after the city furnishes the grantee with a written statement of such expenses. [Sec. 10, Ord. No. 105]

33.180 Written acceptance, agreement of grantee to be filed with city clerk.

Not later than 30 days after the publication of City Ordinance No. 105, the grantee shall file with the city clerk a written acceptance of the franchise and an agreement to comply with the terms and conditions of such ordinance. [Sec. 11, Ord. No. 105]

Southwest Gas Corporation

33.190 Definitions.

Whenever in sections 33.190 to 33.390, inclusive, the words or phrases defined in sections 33.200 to 33.260, inclusive, are used they shall have the respective meanings assigned to them in sections 33.200 to 33.260, inclusive, unless, in the given instance, the context wherein they are used clearly imports a different meaning. (Part. Sec. 1, Ord. No. 108)

33.200 "City" defined.

The word "City" shall mean the City of Lovelock, Nevada, in its present incorporated form or in any later reorganized, consolidated or reincorporated form; (Part. Sec. 1, Ord. No. 173)

33.210 "Engineer" defined.

The word "Engineer" shall mean the City Engineer or Superintendent of Public Works of the City or City Maintenance Foreman; (Part Sec. 1, Ord. No. 173)

33.220 "Gas" defined.

The work "Gas" shall be natural gas. (Part Sec. 1, Ord. No. 173)

33.230 "Grantee" defined.

The word "Grantee" shall mean the corporation to which the franchise contemplated in this ordinance is granted and its lawful successors or assigns: (Part. Sec. 1, Ord. No. 173)

33.240 "Lay and use" defined.

The phrase "Lay and Use" shall mean to lay, construct, erect, install, operate, maintain, use, repair, replace or remove. (Part. Sec. 1, Ord. No. 173)

33.250 "Pipes and appurtenances" defined.

The phrase "Pipes and Appurtenances" shall mean pipe, pipeline, main, service, trap, vent, vault, manhole, meter, gauge, regulator, valve, conduit, appliance, attachment, appurtenance and any other property located or to be located in, upon, along, across, under or over the streets of the City, and used or useful in transmitting and distributing gas; (Part Sec. 1, Ord. No. 173)

33.260 "Streets" defined.

"Streets" means the public streets, ways, alleys and places as the same now or may hereafter exist within the city. (Part Sec. 1, Ord. No. 173)

3.270 Franchise granted to Southwest Gas Corporation; term.

1. That the rights, privilege and franchise, subject to each and all of the terms and conditions in this ordinance be and the same is hereby granted to Southwest Gas Corporation, a corporation, herein referred to as the "Grantee", to lay and use pipes and appurtenances for transmitting and distributing gas for any and all purposes, under, along, across, or upon the streets of the City, for a period of twenty-five (25) years from and after the effective date hereof.
2. This franchise shall endure in full force and effect during such term:
 - (a) Unless the same shall, with the consent of the Public Service Commission of Nevada, be voluntarily surrendered or abandoned by its possessor, or

(b) Until the State of Nevada or some municipal or public corporation thereunto duly authorized by law shall purchase by voluntary agreement or shall condemn and take under the power of eminent, domain, all property actually used and useful in the exercise of this franchise, and situate within the territorial limits of the state, municipal or public corporation purchasing or condemning such property, or

(c) Until this franchise shall be forfeited for noncompliance with its term by the possessor thereof. (Sec. 2, Ord. No. 173)

33.280 Payments to city.

1. The Grantee shall pay to the City at the times hereinafter specified, in lawful money of the United States, a franchise fee to the City equal to two percent (2%) of the gross revenues derived by it from the sale of gas to the customers within the corporate limits of the City during each calendar year.

2. Payments shall be made in semi-annual installments not later than thirty (30) days following the first six (6) months of and the close of Grantee's fiscal year, each installment to be based upon the gross receipts for the six (6) month period ending thirty (30) days prior to the payment thereof.

3. Southwest Gas Corporation and its successors and assigns shall use in computing such franchise fee the gross revenues as reported by them to the Public Service Commission of Nevada.

4. The City Clerk may at any reasonable time examine the books and records of the franchise holder for the purpose of verifying its gross revenue during the term of the franchise.

5. The City or the Grantee shall have the right to request a one time renegotiation of the Franchise fee with any such renegotiated Franchise fee to be effective no sooner than October 19, 2002 or such later date as the parties agree. Any request for renegotiation of the Franchise fee by the City or the Grantee shall be in writing and shall be served on the other party no sooner than April 19, 2001 and no later than October 19, 2002. (Sec. 3, Ord. No. 173)

33.290 Written acceptance of franchise; continuing agreement.

The franchise granted hereunder shall not become effective until written acceptance thereof shall have been filed, by the Grantee thereof with the Clerk of the City. When so filed, such acceptance shall constitute a continuing agreement of the Grantee that if and when the City shall thereafter annex or consolidate with, additional territory, any and all franchise rights and privileges owed by the Grantee therein shall likewise be deemed to be abandoned within the limits of such territory, but shall become subject to the franchise rights granted hereunder.

(Sec. 4, Ord. No. 173)

33.300 Right of City to acquire grantee's property.

1. The franchise granted hereunder shall not in any way or to any extent impair or affect the right of the City to acquire the property of the Grantee hereof, either by purchasing or through the exercise of the right of eminent domain, and

2. Nothing herein contained shall be construed to contract away or to modify or

abridge, either for a term or in perpetuity, the City's right of eminent domain in respect to the Grantee or any public utility. (Sec. 5, Ord. No. 173)

33.310 Duties of grantee.

The grantee shall:

1. Construct, install and maintain all pipes and appurtenances in accordance with and in conformity with all of the ordinances, rules and regulations heretofore or hereafter adopted by the legislative body of this City in the exercise of its police powers and not in conflict with the paramount authority of the State of Nevada, and, as to state highways, subject to the provisions of general laws relating to the locations and maintenance of such facilities; The City shall in no way be liable or responsible for any acts or damage that may occur in the construction, operation or maintenance by the Grantee of its pipes and appurtenances hereunder, and the acceptance of this franchise shall be deemed an agreement on the part of Grantee, its successors and assigns, to indemnify the City and hold it harmless against any and all liability, loss, cost, damage or expense which may accrue to the City by reason of the negligence, default or misconduct of the Grantee in the construction, operation, or maintenance of its pipes appurtenances hereunder, provided, however, that Grantee shall be given full, complete and prompt notice of any and all such claims or demands as are hereby indemnified.
2. Grantee shall remove or relocate, without expense to the City, any facilities installed, used and maintained under this franchise if and when made necessary by any lawful change of grade, alignment or width of any public street, way, alley or place, including the construction of any subway or viaduct by the City;
3. Grantee shall file with the legislative body of the City within thirty (30) days after any sale, transfer, assignment or lease of this franchise, or any part thereof, or of any of the rights or privileges granted thereby, written evidence of the same, certified thereto by the Grantee or its duly authorized officers. Such sale, transfer, assignment or lease must first be approved by the City, provided further, nevertheless, that the consent of the City shall not be unreasonably withheld.

(Sec. 6, Ord. No. 173)

33.320 Location and construction of pipes and appurtenances.

1. The Engineer shall have power to give the Grantee such directions for the location of any pipes and appurtenances as may be reasonably necessary to avoid sewers, water pipes, conduits or other structures lawfully in or under the streets; and before the work of constructing and pipes and appurtenances is commenced, the Grantee shall file with said Engineer plans showing the location thereof, which shall be subject to the approval of said Engineer (such approval not to be unreasonably withheld); and all such construction shall be subject to the inspection of said Engineer and done to his reasonable satisfaction. All streets coverings or openings of traps, vaults and manholes shall at all times be kept flush with the surface of the streets; provided, however, that vents for underground traps, vaults and manholes may extend above the surface of the streets when said vents are located in parkways, between the curb and the property line.
2. Where it is necessary to lay any underground pipes or other improvements

through, under or across any portion of a paved or macadamized street or alley, permission shall first be obtained from the Engineer. The Engineer shall specify the method which is being used to lay the underground pipes or improvements consistent with Southwest Gas Corporation Construction Standards, and shall specify the method which shall be used to repair the paved street or alley in order that the street or alley be returned, as near as possible, to its original state. No cutting of any paved street or alley shall be carried out without the prior consent of the Engineer. (Sec. 7, Ord. No. 173)

33.330 Street repairs by grantee.

If any portion of a street shall be damaged by reason of defects in any of the pipes and appurtenances maintained or constructed under this grant, or by reason of any other cause arising from the cooperation or existence of any pipes and appurtenances constructed or maintained under this grant, said Grantee shall, at its own cost and expense, within fifteen (15) days repair any such damage and restore such street, or portion of street, to as good a condition as existed before such defect or other cause of damage occurred, such work to be done under the direction of the Engineer, and to his reasonable satisfaction. (Sec. 8, Ord. No. 173)

33.340 Forfeiture of Franchise by Noncompliance.

1. If the Grantee of this franchise shall fail, neglect or refuse to comply with any of the provisions or conditions hereof, 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 City, by its legislative body, may declare this franchise forfeited.

2. The City may sue in its own name for the forfeiture of this franchise, in the event of non-compliance by the Grantee, its successors or assigns, with any of the conditions thereof. (Sec. 9, Ord. No. 173)

33.350 Publication expenses to be paid by Grantee.

The Grantee of this franchise shall pay to the City a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of this franchise; such payment to be made within thirty (30) days after the City shall furnish such Grantee with a written statement of such expenses. (Sec. 10, Ord. No. 173)

33.360 Written Acceptance, Agreement of Grantee to be Filed with City Clerk.

Not later than thirty (30) days after the publication of this ordinance, the Grantee shall file with the City Clerk a written acceptance of the franchise hereby granted, and an agreement to comply with the terms and conditions hereof. (Sec. 11, Ord. No. 173)

33.370 City not Precluded from Requiring Business Licenses.

The granting of this franchise does not preclude the City from requiring the Grantee to obtain a business license for the sale of natural gas and gas appliances within the City. A reasonable license fee, comparable within other fees charged utilities operating within the City, shall be collected. (Sec. 12, Ord. No. 173)

33.380 Franchise Not Exclusive.

This Grant is not exclusive and nothing herein contained shall be construed to (1)

prevent the City from granting other like or similar rights or privileges to any other person, firm or corporation or (2) to deny or lessen the power and privileges granted the City by law. (Sec. 13, Ord. No. 173)

33.390 Bond of Grantee

The Grantee shall file a bond running to the City, a municipal corporation, approved by the City Council in a penal sum of FIVE THOUSAND (\$5,000.00) DOLLARS, conditioned that the Grantee shall well and truly observe, fulfill and perform each and every term and condition of the franchise herein granted. Said bond shall be filed with the City Clerk of the City of Lovelock within thirty (30) days after the effective date of this ordinance and in case said bond shall not be so filed, the franchise herein granted shall be forfeited. (Sec. 16, Ord. No. 173)

Sierra Pacific Power Company

33.400 Franchise granted to Sierra Pacific Power Company for electric light and power distribution system, generating plant; term.

Sierra Pacific Power Company, a corporation, its successors and assigns, is hereby granted by the City a franchise and rights-of-way in, upon, over, under, across and along the streets, alleys and public grounds of the City for its or their use for the purpose of erecting, constructing and maintaining all necessary, appropriate or convenient poles, pole lines, posts, wires, transformers, guy wires, conduits, underground and otherwise, apparatus and appliances in order properly, successfully and conveniently to construct, extend, maintain and operate an electric light and power distribution system or generating plant, or both, in the City for a period of 50 years from and after August 19, 1969. (Sec. 1, Ord. No. 119)

33.410 Conditions of maintenance, construction.

Sierra Pacific Power Company, its successors and assigns, shall:

1. So set and erect the poles, lines, appliances and other equipment mentioned in section 33.400 as not to interfere unduly with the ordinary travel and use of the streets, alleys or public ground; and
2. In like manner maintain the same during the term of this franchise.

(Sec. 2, Ord. No. 119)

33.420 Rights of Grantee.

Sierra Pacific Power Company, its successors and assigns have the right to:

1. Furnish and sell electric energy for light, power, heat or other uses, during the life of this franchise to all public or private customers.
2. Extend its distribution system over, under, upon, across and along the streets, alleys and public grounds of any addition or additions hereafter made to the City's corporate territory.
3. Use the streets, alleys and public grounds within the City in like manner for its distribution system for the purpose of conducting electric energy to points beyond the corporate limits of the City.

(Sec. 3, Ord. No. 119)

33.430 Trimming of trees authorized.

Sierra Pacific Power Company is further hereby granted the right to trim trees along

the streets, alleys and public grounds of the city in order to provide and maintain a safe installation of high-voltage wires necessary, convenient or useful in the operation of its system. (Sec. 4, Ord. No. 119)

33.440 Franchise fees.

1. The rights and privileges granted by sections 33.400 to 33.460, inclusive, are on the condition Sierra Pacific Power Company, its successors and assigns pay a franchise fee to the City equal to 2 percent of the gross revenues derived by it from the sale of electric energy to its customers within the corporate limits of the City during each calendar year less 2 percent of the net revenues paid to Pershing County for the benefit of the Pershing County School District Fund.

2. Such payment shall be made on or before January 15, April 15, July 15, and October 15, and each such payment shall equal 2 percent of the gross revenues, less 2 percent of the net revenues which are paid to Pershing County for the benefit of the Pershing County School District Fund, secured by Sierra Pacific Power Company, its successors or assigns, during the 3 calendar months immediately next preceding the due date of each such payment. Sierra Pacific Power Company, its successors or assigns shall use in computing the franchise fee the gross revenues as reported by it or them to the Public Service Commission of Nevada.

3. The City Clerk may at any reasonable time examine the books and records of the franchise holder for the purpose of verifying its gross revenues during the term hereof. (Sec. 5, Ord. No. 119)

33.450 Business License fees not to be imposed on Grantee.

So long as the franchise fee specified in section 33.440 is paid to the City by Sierra Pacific Power Company, its successors or assigns, no other general business license fees shall be imposed upon it or them by the City during the term hereof; but it is not intended by this section to eliminate or otherwise modify its or their duty and obligation to pay building permit fees and other fees of like nature or ad valorem taxes on real and personal property in the City. (Sec. 6, Ord. No. 119)

33.460 Written acceptance to be filed by Grantee.

Sierra Pacific Power Company shall file its acceptance of the provisions of City Ordinance No. 119 with the City Clerk on or before the expiration of 7 days from the final effective date of City Ordinance No. 119. (Sec. 7, Ord. No. 119)

33.500 Franchise Grant to UNEV Communications, Inc., For Installation of Cable Television System.

1. It is hereby granted by the City to UNEV Communications, Inc., hereinafter referred to as "GRANTEE", the right and privilege to engage in the business of operating and providing a cable television system within the city limits of the City of Lovelock, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain and retain on, over, across and along any street or streets, alleys other public areas under the jurisdiction of the City such poles, wires, cable, conductors, conduit, vaults, pedestals, amplifiers, appliances, attachments and other property as may be necessary and appurtenant to the cable television system, and in addition, so to use, operate and provide similar facilities or properties rented or leased from other persons, including, but not limited to, any

public utilities or other grantee franchised or permitted to do business in the City. It is specifically provided that the Grantee shall not place any cable or other improvements to the cable television system under any street, nor shall the Grantee have the right to damage or cut into any street or alleyway without the prior written consent of the City. All cables shall be placed above ground on poles or other approved devices in accordance with all laws and other rules and regulations of the City of Lovelock, except with the prior written consent of the city.

33.510 NON-EXCLUSIVE GRANT.

1. The right to use and maintain a cable television system within the City of Lovelock for the purposes herein set forth shall not be exclusive in the Grantee.

33.520 Term of Franchise.

1. The franchise and rights herein granted shall commence upon the final passage of this Ordinance and shall continue for a period of twenty (20) years. Upon application by the Grantee to the City, the franchise may be renewed for an additional term upon terms and conditions to be determined at the time of application.

33.530 Conditions of Maintenance and Construction.

The Grantee, its successors and assigns, shall:

1. Construct and maintain all possessions of the cable television system within the City so as to cause minimum interference with the proper use of streets and alleys and with the rights and reasonable convenience of property owners who adjoin any of the said streets. The cable television system shall be constructed and operated in compliance with applicable governmental construction and electrical codes.

2. At its expense, protect, support, temporarily disconnect or relocate or remove from the street or other public place any property of the Grantee when required by the City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of other services or utilities or any other type of construction or improvements by the City as may be deemed reasonable by the City.

3. Maintain all of its cable system in a manner which will provide the cable television service to the community to a standard that is acceptable generally in the cable television industry and to provide adequate service for the installation, disconnection, consumer complaints and other proper customer service.

4. Have the authority to trim trees overhanging any streets or alleys in the franchise area so as to prevent any branches from coming into contact with the Grantee's wires and cables, except that at the opposition of the City, such trimming may be done by it, or under its supervision and direction, at the Grantee's expense.

5. Cooperate with the City, Pershing County and officials of the local television district in order not to interfere with existing television service in the Lovelock area.

6. Shall operate and maintain its cable television system in full compliance with the standards set forth by the Federal Communications System.

7. Shall maintain a local business office or agent which subscribers may telephone at regular business hours without incurring additional charges, so that complaints regarding the cable television operations may be promptly reported to the Grantee and be reasonably handled.

33.540 Franchise Payments.

1. The rights and privileges granted by this Ordinance are on the condition that the Grantee pay to the City before January 15, April 15, July 15 and October 15 of each calendar year during the term of this franchise, a franchise fee equal to two (2%) percent of the gross revenues derived by it from the operation of the cable television system within the City of Lovelock. The Grantee shall provide an annual summary report showing gross annual basic subscriber revenues received during the preceding year.

33.550 Indemnification of the City.

1. The Grantee shall at all times protect and hold the City harmless from all claims, actions, suits, liability, loss, expense or damages of every kind and description, including investigation costs, court costs, reasonable attorney's fees, which may accrue to or be suffered or claimed by any person or persons arising out of the negligence of the Grantee in the ownership, construction, repair, replacement, maintenance and operation of said cable television system and by reason of any license, copyright, property right or patent of any article or system used in the construction or use of said system, provided the City gives the Grantee prompt notice of any such claims, actions, and suits without limitation, in writing. The Grantee shall maintain in full force and effect during the life of any franchise, public liability and property damage insurance for an amount of at least THREE HUNDRED THOUSAND (300,000.00) DOLLARS single limit liability from the time of commencement of construction of the cable television system. All such insurance may contain reasonable deductible provisions not to exceed ONE THOUSAND (\$1,000.00) DOLLARS for any type of coverage. The City may require that any and all investigation of claims made by any person against the City arising out of any use or misuse of privileges granted to the Grantee hereunder shall be made by or at the expense of the Grantee or its insurer. The Grantee may bring its obligations to carry any insurance required hereby within the coverage of any so-called blanket policy or policies of insurance now or hereafter carried, by appropriate amendment, endorsement or otherwise, provided, however, the interests of the City shall be as fully protected thereby as if the Grantee had obtained individual policies of insurance.

33.560 Procedures.

1. Any inquiry, proceeding, investigation or other action to be taken or proposed to be taken by the City in regard to the operations of the Grantee's cable television system, shall be taken only after thirty (30) days written notice to the Grantee of such action or proposed action, and the Grantee has been given an opportunity to respond in writing and at any hearing which may be specified by the City.

2. The notice required by this section shall state clearly the action or proposed action to be taken, the time provided for response and the person or persons in authority to whom such responses should be addressed, and such other procedures as may be specified by the City. If a hearing is to be held, the notice shall give the date and the time of such hearing, whether public participation will be allowed and the procedures by which such participation may be obtained. The Grantee shall be a necessary party to any hearing conducted in regard to its operations.

33.570 Procedure Upon Termination.

1. Upon expiration of the franchise or the event Grantee notifies the City in writing of its desire to terminate the franchise agreement, the Grantee shall have ninety (90) days from the termination for the purpose of removing any and all of its property and to leave the streets, alleys and other property in as good condition as that prevailing prior to Grantee's use of the property.

33.570 Approval of Transfer.

1. The Grantee shall not sell or transfer its system to another, either by sale of stock or otherwise, nor transfer any rights under this franchise to another without the approval of the City.

33.580 Violations; Penalties.

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

2. It shall be unlawful for any person to make any unauthorized connection, whether physically, electrically, acoustical inductively, or otherwise, with any part of the franchised cable television system within this City for the purpose of enabling anyone to receive any television signal, radio signal, picture, sound, or other transmission, without payment to the Grantee.

3. It shall be unlawful for any person, without the consent of the owner, willfully to tamper with, remove or injure any cables, wires or equipment used for distribution of television signals, radio signals, pictures, sound or other transmission.

4. Any person violating or failing to comply with any of the provisions of this Section shall be guilty of a misdemeanor and for each day of violation or failure to comply may be punished by a fine not to exceed FIVE HUNDRED (\$500.00) DOLLARS, imprisonment for a term of not to exceed thirty (30) days, or both.

33.590 Line Severing.

1. If at any time the Grantee's cable and/or other equipment is disturbed, damaged, or severed, the cost of repair shall be paid by the party responsible for

said damage. The Grantee may charge the responsible party for the time and materials expended for repair of said damage. The City will cooperate with the Grantee to assist in enforcing any charge or penalty arising from cable severing or other damage to Grantee's property.

33.595 Severability.

1. If any part of this ordinance is for any reason held invalid by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions. The invalidity of any portion of this ordinance shall not abate, reduce or otherwise affect any consideration or other obligation required of the Grantee.