

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
MAY 17, 2016 AGENDA**

Subject:	Type:	Submitted By:
ORDINANCE AMENDMENT - COX CABLE FRANCHISE AGREEMENT 6 MONTH EXTENSION	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	KEVIN POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

**SYNOPSIS**

An ordinance has been prepared to amend the Cox Cable Franchise Agreement ordinance to provide for a 6 month extension.

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

Approval.

**BACKGROUND**

The Director of Administrative Services and the City Attorney have proposed a 6 month year extension of the existing franchise agreement with Cox Cable to November 15, 2016. During the next few months the City Attorney and Staff will be negotiating a new franchise agreement with Cox Cable for Council's consideration.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AMEND THE NONEXCLUSIVE CABLE FRANCHISE AGREEMENT, CERTIFICATE OF FRANCHISE AND COMMUNITY SERVICES AGREEMENT AND PERMIT COX COMMUNICATIONS OMAHA, L.L.C. TO CONTINUE TO OPERATE A CABLE SYSTEM; TO REPEAL CONFLICTING ORDINANCES, PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL FO THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA:

SECTION 1. Proposed Amendment. The Mayor and City Council by Ordinance No. 805 on May 16, 2000 approved a nonexclusive franchise agreement between the City and Cox Communications Omaha, L.L.C. ("Company"), as subsequently amended by Ordinance No. 827 on February 20, 2001, and by Ordinance No. 1248 on May 5, 2015 ("Franchise Agreement"). The City and Company desire to amend the Franchise Agreement and related certificate of franchise and community services agreement as set forth in the Amendment presented at this City Council meeting ("Amendment").

SECTION 2. Approval of Amendment. The Amendment and modification of Section 12.18 of the Franchise Agreement is hereby adopted and approved.

SECTION 3. Further Authorization. The Mayor and City Clerk are hereby authorized to execute the Amendment and take such further actions as necessary or appropriate to carry out said amendment or actions approved herein.

SECTION 4. Repeal. All ordinances in conflict with this Ordinance, or any parts of ordinances in conflict with any parts of this Ordinance, are hereby repealed.

SECTION 5. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this Ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this Ordinance and each section, subsection, sentence clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 17TH DAY OF MAY, 2016.

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk

**Amendment**

**Nonexclusive Franchise Agreement  
Between  
Cox Communications Omaha, L.L.C.  
And  
City of La Vista, Nebraska**

WHEREAS, the City of La Vista, Nebraska ("City") and Cox Communications Omaha, L.L.C. ("Company") entered a Nonexclusive Franchise Agreement Between Cox Communications Omaha, L.L.C. and City of La Vista, Nebraska, as amended ("Franchise Agreement") and related certificate of franchise and community services agreement; and

WHEREAS, the most recent amendment in part permitted the Company to continue to operate and maintain the cable system, entitled the Company to exercise all rights, and required the Company to perform all obligations in accordance with the Franchise Agreement and related certificate of franchise and community services agreement through May 31, 2016; and

WHEREAS, City and Company desire to further amend the Franchise Agreement and related certificate of franchise and community service agreement as described in this Amendment.

NOW THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the City and Company hereby agree as follows:

1. The Company shall be permitted to continue to operate and maintain the cable system, shall be entitled to exercise all rights, and shall perform all obligations in accordance with the Franchise Agreement and related certificate of franchise and community services agreement through October 31, 2016.
2. All provisions of the Franchise Agreement and related certificate of franchise and community services agreement shall be deemed modified to be consistent with this Amendment.
3. The recitals above are incorporated into this Amendment by reference.
4. The provisions of this Amendment relating to the Franchise Agreement shall modify and replace Section 12.18 of the Franchise Agreement.
5. The Franchise Agreement and related certificate of franchise and community services agreement, except as modified by this Amendment, shall continue in full force and effect.

AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF LA VISTA, a Municipal Corporation

\_\_\_\_\_  
Douglas Kindig, Mayor

Attest:

\_\_\_\_\_  
Pamela A. Buehe, City Clerk, CMC

COX COMMUNICATIONS OMAHA, L.L.C.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Attest:

\_\_\_\_\_  
\_\_\_\_\_, Secretary