

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

COUNCIL BILL NUMBER: CB28

ORDINANCE NUMBER: 2018-28

**TITLE: AN ORDINANCE EXTENDING THE EXPIRATION OF THE CITY'S
NON-EXCLUSIVE CABLE TELEVISION FRANCHISE AGREEMENT
WITH CAP CABLE, LLC, KNOWN LOCALLY AS USA
COMMUNICATIONS**

WHEREAS, on December 1, 2010, the City entered into a ten (10) year non-exclusive cable television franchise agreement with CAP Cable, LLC, a Colorado Limited Liability Company, known locally as USA Communications, which agreement expires December 1, 2020;

WHEREAS, in anticipation of the expiration of this non-exclusive cable television franchise agreement, the City and agents of CAP Cable, LLC, have engaged in negotiations;

WHEREAS, the City and CAP Cable, LLC, have reached agreement on extending the term of the agreement without modifying the substance of the franchise agreement;

WHEREAS, pursuant to 47 U.S.C., Sec. 546(h), the City may renew a cable franchise with a cable operator after affording the public adequate notice and opportunity for comment; and

WHEREAS, on November 14, 2018, the City Council held a properly-noticed public hearing to consider USA Communication's performance and technical, financial and legal ability to provide the services, facilities and equipment to meet the future cable-related community needs and interests; to consider adoption of the proposed extension of the cable franchise agreement; and to accept public comment on the same.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, GILPIN COUNTY:

Section 1. The City Council finds CAP Cable, LLC, continues to have the legal, technical, and financial ability to comply with a franchise agreement that meets the future cable-related needs of the City.

Section 2. The non-exclusive cable television franchise agreement dated December 1, 2010, is hereby extended, and shall expire on December 1, 2030. The Franchise Extension Agreement,

attached hereto as **Exhibit 1**, and incorporated herein by this reference, is hereby approved, and the Mayor is authorized to execute the same on behalf of the City.

Section 3. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Aldermen further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

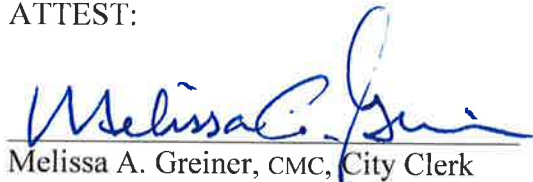
Section 4. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 5. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 14th day of November, 2018.


David D. Spellman, Mayor

ATTEST:


Melissa A. Greiner, CMC, City Clerk



FRANCHISE EXTENSION AGREEMENT

This Franchise Extension Agreement is made on November 14, 2018, between the City of Black Hawk, a Colorado municipal corporation (the "City") and CAP Cable, LLC, a Colorado Limited Liability Company (the "Company").

Recitals:

a. On December 1, 2010, the City and the Company entered into a Franchise Agreement (the "Franchise Agreement"), a copy of which is attached hereto for reference. The Franchise Agreement granted a non-exclusive cable television franchise to the Company for a period of 10 years, expiring on December 1, 2020. All capitalized terms not otherwise defined in this Franchise Extension Agreement shall have the same meaning as provided for in the Franchise Agreement.

b. The City and the Company now desire to extend the Franchise Agreement as provided for in this Franchise Extension Agreement.

c. By adoption of Ordinance 2018-28, the Mayor has been authorized to sign this Franchise Extension Agreement on behalf of the City.

Agreement:

1. The term of the Franchise, as provided for in Section 2.1 of the Franchise Agreement shall be extended for an additional 10 years to December 1, 2030.

2. The Notice address for the Company as provided for in Section 10.1 of the Franchise Agreement is changed and now designated as:

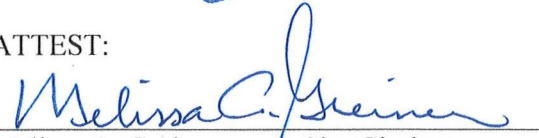
CAP Cable, LLC dba USA Communications
920 E 56th St, Suite B
Kearney, NE 68847

3. Except as provided for in this Franchise Extension Agreement, the terms of the Franchise Agreement shall continue in effect.

CITY OF BLACK HAWK, COLORADO

By: 
David D. Spellman, Mayor

ATTEST:


Melissa A. Greiner, CMC, City Clerk

CAP CABLE, LLC

By: 
Christian M. Hilliard, President

NOTARY: 

